

**CITY OF NORTH ST. PAUL
CITY COUNCIL
REGULAR MEETING AGENDA
DECEMBER 4, 2018
6:30 PM**

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

IV. ADOPT AGENDA

V. PRESENTATIONS

VI. CONSENT AGENDA

- A. October 16, 2018 workshop meeting minutes.
- B. October 16, 2018 regular meeting minutes.
- C. October 30, 2018 special workshop minutes.
- D. November 13, 2018 regular workshop minutes.
- E. November 13, 2018 regular meeting minutes.
- F. November 13, 2018 special Election Canvas meeting minutes.
- G. November 20, 2018 workshop meeting minutes.
- H. November 20, 2018 regular meeting minutes.
- I. General accounts payable: \$442,989.27.
- J. HRA accounts payable: \$14,780.45.
- K. City Charitable Gambling Permit and Minnesota Lawful Gambling Application submitted by Caring for Cats, Inc. for multiple events to be conducted in 2019. (Feb. 21, April 25, May 23, Sept. 19, Oct. 17).
- L. Cable Franchise Extension to August, 2019.
- M. Adoption of Summary Ordinances 775 and 776 - NSP Gas Franchise (for publication purposes-this was not done on November 20 with the approval of the renewed franchise).

VII. MEETING OPEN TO THE PUBLIC

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

VIII. PUBLIC HEARINGS

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

- A. 2019 Budget and Levy Overview and Public Meeting
- B. 2019 Final General Fund Budget and Levy
- C. 2019 Final EDA Levy
- D. 2019 Final HRA Levy
- E. 2019 Final Enterprise Budgets
- F. 2019 COLA and Benefits
- G. Anchor Block Final Plat and Anchor Block South TIF and Agreements
- H. Update and Recommendations from Silver Lake Tree Preservation Working Group for the 2018 Street and Utilities Improvement Project (S.A.D. 18-01), Lake Boulevard Alignment and Underground Overhead Utilities

X. REPORTS OF CITY MANAGER & DEPARTMENTS

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

XII. GENERAL BUSINESS

XIII. CLOSED SESSION

- A. There are no closed sessions.

XIV. ADJOURNMENT

The next regularly scheduled City Council meeting is Tuesday, December 18, 2018 at 6:30 p.m.

City of North Saint Paul
October 16, 2018
Proposed City Council Workshop Meeting Minutes

Council Member Sonnek participated in the meeting remotely from Embassy Suites Herndon, 13341 Woodland Park Drive, Herndon, VA 20171. The conditions per State Statute 13D.02 have been met.

I. CALL TO ORDER

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

II. ROLL CALL

Present: Council Member Terry Furlong
Council Member Candy Petersen
Council Member Tom Sonnek – via Skype
Council Member Jan Walczak
Mayor Mike Kuehn

Staff: City Manager Dr. Craig Waldron, Deputy Clerk Mary Mills, City Attorney Soren Mattick (arrived 5:10 p.m.), City Engineer Morgan Dawley (left at 5:39 p.m.).

III. ADOPT AGENDA

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

IV. TOPIC(S)

A. 2018 Street and Utility Project Appeals (SAD 18-01)

The meeting was closed as permitted by the attorney-client privilege (section 13D.05, subdivision 3(b)) to discuss the notice of claims filed by residents regarding the proposed special assessment.

City Attorney Soren Mattick and City Engineer Morgan Dawley reviewed the conversations they had with property owners regarding their intent to appeal the special assessments to their property for the 2018 Street and Utility Improvement Project. At the August 21, 2018 City Council meeting/public hearing six property owners submitted a letter of intent to appeal the special assessments. To date no filings with District Court have been made. The deadline to file is November 1, 2018. Mattick had contact with one property owner and Dawley with two.

Council direction was to authorize staff to negotiate a discount to the three appellants due to the unique situation regarding their properties. If those property owners do not accept the terms they will need to file a formal appeal with District Court.

B. City Manager Review

Pursuant to Section §13D.06, Subd. 3(a), the meeting was closed to evaluate the performance of the City Manager.

City Manager Waldron reviewed the items that he has worked on and should be considered when reviewing his performance:

- Stability
- Department Heads back to roles they were hired for
- Economic Development Projects – projected three
- Contract with AFSCME
- Performance Standards
- Parks Coordinator position with Keith Stachowski
- Community Center is being utilized

City Manager Waldron announced his intent to retire effective January 5, 2019. Waldron's official letter of resignation and plans for an acting manager will be brought forth to the November 20, 2018 regular city council meeting.

Mayor Kuehn reconvened the workshop at 6:28 p.m.

V. **OTHER BUSINESS**

There was no other business.

VI. **ADJOURNMENT**

There being no further business, on motion by Council Member Petersen, seconded by Council Member Sonnek, with all present voting aye (5-0), Mayor Kuehn adjourned the workshop meeting at 6:29 p.m.

Michael R. Kuehn, Mayor

Attest:

Dr. Craig Waldron, City Manager

City of North Saint Paul
October 16, 2018
Proposed Regular City Council Meeting Minutes

Council Member Sonnek participated in the meeting remotely from Embassy Suites Herndon, 13341 Woodland Park Drive, Herndon, VA 20171. The conditions per State Statute 13D.02 have been met.

I. CALL TO ORDER

Mayor Kuehn called the meeting to order at 6:44 p.m.

II. THE PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

III. ROLL CALL

Present: Council Member Furlong
Council Member Petersen
Council Member Walczak
Council Member Sonnek – via Skype
Mayor Kuehn

Staff: City Manager Dr. Craig Waldron, Community Development Director Paul Ammerman, Fire Chief Scott Duddeck, Finance Director Jeanne Day, Attorney Soren Mattick, Engineer Morgan Dawley, Deputy Clerk Mary Mills.

IV. ADOPT AGENDA

Mayor Kuehn requested to move the Economic Development Report (Item XI) to follow Approval of the Consent Agenda; City Manager Waldron requested to add an update by the City Attorney regarding the White Bear Lake/DNR stipulation and requested to add to the Consent Agenda to schedule a special city council meeting immediately following the Council Workshop on Tuesday, November 13, 2018 to approve the AFSCME Labor Union Contract.

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

V. PRESENTATIONS

There were no presentations.

VI. APPROVAL OF CONSENT AGENDA

On motion by Council Member Sonnek, seconded by Council Member Furlong, with all present voting aye (5-0), motion carried to approve the consent agenda, Resolution No. 2018-131 consisting of:

- A. October 2, 2018 workshop meeting minutes.
- B. October 2, 2018 regular meeting minutes.

- C. General accounts payable: \$1,530,656.35.
- D. EDA accounts payable: \$40,925.00.
- E. HRA accounts payable: \$9,257.49.
- F. Set special City Council meeting on Tuesday, October 30, 2018 at 5:30 p.m.
- G. Set Council Workshop for Tuesday, November 13, 2018 at 6:00 p.m.
- H. Ordinance No. 774, revising the 2019 Municipal Fee Schedule.
- I. Declare Surplus Property – Electric Department. Resolution No. 2018-132.
- J. Declare Surplus Property – Police Department. Resolution No. 2018-133.
- K. Authorization of submittal of 2019 SCORE Grant Funds Application. Resolution No. 2018-134.
- L. Approve the Joint Powers Agreement with the City of Maplewood for the 2018 Street and Utilities Improvement Project, S.A.D. 18-01.
- M. (added item) To schedule a special City Council Meeting for Tuesday, November 13, 2018 immediately following the Council Workshop to approve the AFSCME Labor Union Contract.

Robert Dew, Chair of Economic Development Authority (EDA), presented an update to the City Council on the EDA activities for the past year. Dew reviewed the EDA history, duties and responsibilities, how the EDA functions, accomplishments, the reason the city needs an EDA, and the future of the EDA. Dew encourages the council to continue to support the EDA and challenges the newly elected council to find new and creative ways to make the EDA more effective. The economy and market conditions will always drive development but creating the best conditions possible is something we owe to the current and future citizens of North St. Paul.

VII. MEETING OPEN TO PUBLIC

Shawn Rivet thanked the Mayor for his support and service to the community and wished him luck in the future. Rivet thanked Council Member Furlong for stepping up, and to Council Member Petersen for caring about his water issues. He stated his property continues to have water run-off issues. Mayor Kuehn noted that any development that would affect his property would be reviewed to make sure the water flowage would not impact his property.

John Schmahl noted that there is a water softener sitting on Chisholm Avenue that has been there a while. He talked to code enforcement but it is still there. Schmahl also commented on the community crime map for the city website. The city's information has now disappeared entirely from the website. Mayor Kuehn will have staff follow up on the water softener issue. Mayor Kuehn requested that the Police Department respond in writing to the Council of why the crime map item cannot be fixed and made operational. This has been an issue for years and needs to be addressed.

VIII. PUBLIC HEARINGS

Special Assessment for unpaid claims due to the City.

Mayor Kuehn opened the public hearing at 7:12 p.m.

No persons addressed the council.

Mayor Kuehn closed the public hearing at 7:13 p.m.

On motion by Council Member Petersen, seconded by Council Member Furlong, with all present voting aye (5-0), motion carried to adopt Resolution No. 2018-135 approving assessment to properties for unpaid water, waste water, surface water, recycling, street lights and solid waste bills for North St. Paul properties.

On motion by Council Member Furlong, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to adopt Resolution No. 2018-136 approving assessment to properties for unpaid water, waste water, recycling, and environmental utility for Maplewood properties.

On motion by Council Member Petersen, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to adopt Resolution No. 2018-137 approving assessments to properties for 2017-2018 sidewalk snow removal for the Central Business District.

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. Anchor Block Planned Unit Development and Preliminary Plat.

City Manager Waldron stated that there is a secondary potential on this project. This basically flows from the open house and a series of negotiations between the city and the developers. There is a potential option that could save the tree parcel across the way.

Erin Perdu, City Planner, gave an overview of the application as it has gone through the Planning Commission and public hearing, up through the open house held last week. This project is on the south portion of the Anchor Block property. The proposal is to develop this in two phases. There is a proposal to vacate a small portion of the unused Seppala Boulevard right-of-way. Looking at the overall site plan the plan meets the setbacks of the MU3, corridor mixed use district, and meets all of the underlying density requirements. The Planning Commission recommendation was to approve the PUD, preliminary plat and the right-of-way vacation with a few conditions. A final plat will need to be presented.

Since the Planning Commission meeting there were some comments with significant concerns about the wooded area that is located in the area that is planned for single family residential development. Some of these parcels are existing parcels on the east side of 3rd Street, a significantly wooded area right now. There was an open house held on October 11th, and this area was also the subject of much discussion at that meeting. There have been discussions between the developer and the City since then, with a potential proposal on how to handle that particular concern. Steve Schwanke of Inland Development Partners noted that the zoning and comprehensive plan for this area accommodates a much denser development. Initially they looked at that and determined that vertical multi-family housing isn't consistent and is not a good use for this property. A townhome, single family project would be much more compatible with the adjacent neighborhoods. John Rask of M&I Homes was chosen to design this site. Mr. Rask addressed the council. The plan has been reduced from 160 to 100. Storm water had to be accommodated. The County requested additional right-of-way which also took up some space. There were pockets of poorer soils in addition to debris in the northwest corner. In reference to the lots across the street, how do you make 3rd Street look and feel like a new neighborhood and introduce homes on both sides to create a nice streetscape. The lots have a lot of challenges to

them with grades and walls. There was a desire to save the trees, it is a nice piece of property with a lot of slope to it. The topography provides a lot of character. With regard to the Anchor Block site, they have done a Phase I and geotechnical bores. There is nothing hazardous on the south piece. But there is anywhere from two to five feet of debris at various spots. They are short dirt and have clean up to do. Clean up will be a huge task.

Council Member Sonnek asked if there was a second option for the family home area. Rask stated that currently they are not going to build those homes at this time. There is talk about a land exchange. The developer will continue to work with the City to maintain as much of that property as possible. It is not definitive what will happen with that parcel, that we will continue to work toward some type of solution. City Manager Waldron stated it definitely is doable. The ability to get that done is certainly there. The basis structure that the City would probably look at would be exchanging the City parcel for M&I's parcel. There are also soil and debris problems and the City would consider a soils district to assist them. We could add a special condition to this they work out an agreement with the City for the land swap and that we look at a soils district. The agreement would have final review by the attorney. Just add an amended special condition to the plat or PUD.

Council Member Sonnek inquired with the option of a land swap, then does the need for the alleyway vacation go away? City Manager Waldron stated correct. As the liaison to the Planning Commission, there were a number of people who spoke at the Planning Commission and one of those people was an attorney for Schifskey's. He wanted it known that Schifskey's does drive a lot of trucks down 3rd Street and they have no intention of changing their route. There will be that truck traffic and this opens up opportunity for discussion as a council later down the road of how we handle the intersection at South, 7th Avenue and 3rd Street. How do we prepare for some type of traffic control at that intersection, especially when they begin the downtown development.

On motion by Council Member Sonnek, seconded by Council Member Furlong, with all present voting aye (5-0), motion carried to adopt Resolution No. 2018-138 approving a preliminary plat for the Anchor Block Development located south of the Gateway Trail between McKnight Road and 3rd Street N.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2018-139, as amended, approving a Planned Unit Development for the Anchor Block Development located south of the Gateway Trail between McKnight Road and 3rd Street N. with the added special condition that the developer and city reach an agreement on the land swap and a soils correction district, subject to City Attorney review.

X. REPORTS OF CITY MANAGER AND DEPARTMENTS

City Attorney Soren Mattick presented an update regarding the White Bear Lake situation. As a result of the District Court's ruling the Department of Natural Resources (DNR) did amend the City's Water Appropriation Permit. The City appealed the amended permit, along with numerous other cities. The DNR has reached out and said that they are appealing Judge Marin's order. Is the City willing to sign a stipulation whereby the previous appropriation permit stands, pending all district court and potential appeal involved in that litigation. The City is not waiving any

rights, just waiting to see how everything goes with the court proceedings. Mattick is seeking authorization to sign the stipulation on behalf of the city. Council consensus was agreed upon.

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

Council Member Sonnek noted that the Planning Commission will meet on November 1, 2108.

Council Member Petersen stated:

- The Minnesota Women in City Government held an event at the Minnesota History Center. Congresswoman McCollum was in attendance.
- The Ramsey/Washington Suburban Cable Commission is still in litigation with the City of Maplewood. There may also be a request for an extension of the franchise forthcoming.

XII. GENERAL BUSINESS

Council Member Sonnek had the following general business:

- He thanked everyone for their cooperation with his long distance attendance.

Council Member Petersen had the following general business:

- Thanked the residents who attended the Candidates Meet and Greet event, the Legion for hosting it, and Mary Kvaal for organizing it.

Council Member Furlong had the following general business:

- Halloween Trail event at Casey Lake Park is Saturday from 2:00 – 4:00 p.m.
- There is a fall work day at Southwood Nature Preserve from 9:00 a.m. to 12:00 p.m.

Mayor Kuehn had the following general business:

- Invited Scott Duddeck to address the Council. Duddeck thanked everyone who attended the Booya in the snow! It was an overwhelming success. They sold out in 45 minutes.
- Remember to vote!!

XIII. CLOSED SESSION

There was no closed session.

XIV. ADJOURNMENT

There being no further business, on motion by Council Member Walczak, Seconded by Council Member Petersen, with all present voting aye (5-0), Mayor Kuehn adjourned the meeting at 8:13 p.m.

Michael R. Kuehn, Mayor

Attest: _____
Dr. Craig Waldron, City Manager

**City of North Saint Paul
October 30, 2018
Proposed City Council
Special Workshop Meeting Minutes**

I. CALL TO ORDER

Mayor Kuehn called the closed meeting to order at 5:32 p.m.

II. ROLL CALL

Present: Council Member Terry Furlong
Council Member Candy Petersen
Council Member Tom Sonnek
Council Member Jan Walczak – arrived 5:34 p.m.
Mayor Mike Kuehn

Staff: City Manager Dr. Craig Waldron, Finance Director Jeanne Day, Deputy Clerk Mary Mills, City Attorney Soren Mattick, Fire Chief Scott Duddeck, Strategic Operations Director Debra Gustafson.

Guests: Tessia Melvin, DDA Human Resources, Inc.

III. TOPIC(S)

A. Pursuant to Minn. Stat. 13D.03 the workshop session was closed to consider strategy for upcoming Labor Contract Negotiations.

Tessia Melvin of DDA Human Resources, Inc. presented a Classification and Compensation Study. The results of the study are needed to aid in the renewals and negotiations of the following labor contracts:

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

Council gave direction to staff to discuss the steps needed to meet the recommendations of the study and incorporate those into contract negotiations. Staff will make recommendations and proceed accordingly.

On motion by Council Member Sonnek, seconded by Council Member Petersen, with all present voting aye (5-0), Mayor Kuehn adjourned the closed session of the workshop meeting at 7:02 p.m.

IV. ADJOURNMENT

There being no further business, on motion by Council Member Sonnek, seconded by Council Member Furlong, with all present voting aye (5-0), Mayor Kuehn adjourned the workshop meeting at 7:02 p.m.

Michael R. Kuehn, Mayor

Attest:

Dr. Craig Waldron, City Manager

City of North Saint Paul
November 13, 2018
Proposed City Council Workshop Meeting Minutes

I. CALL TO ORDER

Mayor Kuehn called the meeting to order at 6:05 p.m.

II. ROLL CALL

Present: Council Member Terry Furlong
Council Member Candy Petersen
Council Member Tom Sonnek
Council Member Jan Walczak
Mayor Mike Kuehn

Staff: City Manager Dr. Craig Waldron, Deputy Clerk Mary Mills, Community Development Director Paul Ammerman, City Engineer Morgan Dawley, Public Works Director Nick Fleischhacker, Director of Electric Utilities Brian Frandle, Fire Chief Scott Duddeck, Strategic Operations Director Debra Gustafson, Council Member Elect Scott Thorsen.

Guests: Patrick Crookshank and Jackson Crookshank of Thor Construction.
Kathy Kater, Lincoln Fetcher, Judy Burns.

III. TOPIC(S)

A. Housing Concept on Margaret Street.

Patrick Crookshank and Jackson Crookshank of Thor Construction shared an apartment living concept with the council. They reviewed the building, market rate, density, parking, design, height, color, architecture, financing, management, and benchmarks used for rent levels. Council was in consensus to bring formal action to the November 20, 2018 regular council meeting to approve a letter of understanding with Thor Construction to continue pursuing this concept for this location.

B. Update and recommendations related to the 2018 Street and Utilities Improvement Project.

City Engineer Morgan Dawley presented two recommendations for council consideration related to Lake Boulevard and 19th Avenue in the 2018 Street and Utilities Improvement Project. These only affect two specific areas of the project, and were the compromises reached between the City and the Tree Preservation Group. Council was in general consensus of the recommended improvements listed in the staff report, but did request two follow up items before making a final determination. There were four properties with driveways that needed to be measured to determine if their length was adequate to not affect the right-of-way. There were four to eight power poles that needed to be buried, but the City would need Comcast agreement to do this. There was some discussion as to the loss of parking spaces this would create.

Council gave conditional direction to staff to go forward with the updated plans if assurance can be satisfied with the length of the driveways, and Comcast is willing to work with the City on

burying the lines. Dawley will verify the information on the four driveways. Frandle will work with Comcast. An update will come forward to the November 20, 2018 council workshop.

IV. ADJOURNMENT

There being no further business Mayor Kuehn adjourned the workshop meeting at 8:40 p.m.

Michael R. Kuehn, Mayor

Attest:

Dr. Craig Waldron, City Manager

**City of North Saint Paul
November 13, 2018
Proposed Regular City Council Meeting Minutes**

I. CALL TO ORDER

Mayor Kuehn called the meeting to order at 8:41 p.m.

II. ROLL CALL

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

Staff: City Manager Dr. Craig Waldron, Fire Chief Scott Duddeck, Strategic Operations
Director Debra Gustafson, Deputy Clerk Mary Mills

III. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

Debra Gustafson presented a request for the following:

- A. Approval of the Labor Contract between the City of North St. Paul and AFSCME Local 5 representing the non-essential group of employees in case #18PCE0037.
- B. Approval of the Labor Contract between the City of North St. Paul and AFSCME Local 5 representing the essential group of employees in case #18PCE0106.

- The proposed AFSCME union contract has been ratified by the membership.
- This is a sound and reasonable contract and fair to both parties.
- The basic elements of the contract include:
 - Cost of living adjustment of 2.50% in 2018.
 - For year 2018, full-time employees will get a one-time compensation of \$800.00.
 - During the 2018 negotiations the parties were unable to agree on the inclusion of a wage grid that includes step progression, because the City's compensation study was still in progress at the time the parties concluded negotiation of the collection agreement. As part of the agreement, the City has made a commitment that the parties will negotiate and include a wage grid that includes step progression during the negotiations of the successor collective agreement.
 - Regular full-time employees are eligible to receive a match of up to \$80 per pay period (amount they currently receive) for deferred compensation and \$40.00 per pay period for part-time employees. Part-time deferred compensation is a newly proposed benefit.
 - In the year 2018, all employees will be given two extra paid days off which shall be used by April 1, 2019. Hours will be based on employee's current accrual percentage.
 - Community Service Officers (CSO) which are classified as limited part-time employees will earn 40 hours of vacation in 2018, in subsequent years limited part-time employees will earn 32 hours per year. This is a newly proposed benefit as Community Service Officers do not currently accrue vacation.

- Reclassification of Part-time Code Compliance Officers from seasonal to regular part-time employee. The reclassification of the position will make the position eligible for regular part-time benefits such as prorated vacation, holidays, sick time and deferred compensation.
- The terms will be effective on its date of execution and shall remain in full force and effect through December 31, 2018.
- Mary Mills will be eligible to receive the same benefits as listed in the AFSCME contract.

On motion by Council Member Petersen, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to approve the Labor Contracts between the City of North St. Paul and AFSCME Local 5 representing the former non-union group of employees (both essential and non-essential), and the Memorandum of Understanding between the City and Laurie Koehnle and Keith Stachowski.

IV. ADJOURNMENT

There being no further business, on motion by Council Member Sonnek, Seconded by Council Member Furlong, with all present voting aye (5-0), Mayor Kuehn adjourned the meeting at 8:52 p.m.

Michael R. Kuehn, Mayor

Attest: _____
Dr. Craig Waldron, City Manager

**City of North Saint Paul
November 13, 2018
Proposed Special City Council Meeting Minutes**

I. CALL TO ORDER

Mayor Kuehn called the meeting to order at 6:03 p.m.

II. ROLL CALL

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

Staff: City Manager Dr. Craig Waldron, Community Development Director Paul Ammerman, Fire Chief Scott Duddeck, Strategic Operations Director Debra Gustafson, Deputy Clerk Mary Mills, Council Member Elect Scott Thorsen.

III. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. Canvassing of the 2018 Municipal Election Results

- Minnesota State Statute 205.185 requires cities to certify and declare the election results between three (3) and 10 days following the election.
- The City Council acts as the Canvassing Board.
- There was one (1) Mayoral seat on the 2018 ballot.
- There were two (2) City Council seats on the 2018 ballot.
- Candidate Terry Furlong ran uncontested for the Mayoral seat.
- Candidates for municipal office were: City Council – Tim Cole, Scott Thorsen, Candy Petersen, Chris Johnson and Ronnie Sprigler.
- North St. Paul had 7,068 registered voters as of 7 a.m. on November 6, 2018.
- The certified results were provided to the City by Ramsey County on Tuesday, November 13, 2018 and are as follows:
 - Terry Furlong: 4,244 votes and 144 write-ins.
 - Tim Cole: 1,663 votes
 - Scott Thorsen: 1,856 votes
 - Candy Petersen: 2,487 votes
 - Chris Johnson: 978 votes
 - Ronnie Sprigler: 490 votes
 - Write-Ins: 47 votes

On motion by Council Member Furlong, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to adopt Resolution No. 2018-140 certifying that the following persons are hereby declared to be elected to four-year terms for the following municipal offices commencing January 7, 2019 and expiring on December 31, 2022, following the official administration of the Oath of Office:

**MAYOR
CITY COUNCIL MEMBER
CITY COUNCIL MEMBER**

**TERRY FURLONG
CANDY PETERSEN
SCOTT THORSEN**

IV. ADJOURNMENT

There being no further business, on motion by Council Member Petersen, Seconded by Council Member Sonnek, with all present voting aye (5-0), Mayor Kuehn adjourned the meeting at 6:05 p.m.

Michael R. Kuehn, Mayor

Attest: _____
Dr. Craig Waldron, City Manager

City of North Saint Paul
November 20, 2018
Proposed City Council Workshop Meeting Minutes

I. CALL TO ORDER

Mayor Kuehn called the meeting to order at 5:03 p.m.

II. ROLL CALL

Present: Council Member Terry Furlong
Council Member Candy Petersen
Council Member Tom Sonnek
Council Member Jan Walczak (arrived at 5:04 p.m.)
Mayor Mike Kuehn

Staff: City Manager Dr. Craig Waldron, Deputy Clerk Mary Mills, Community Development Director Paul Ammerman, Ron Ritchie, Director of Electric Utilities Brian Frandle, Fire Chief Scott Duddeck, Intern Rick Seaberg, City Engineer Morgan Dawley.

Guests: Jim Winkles, Owner of Amcon Development Company.

III. ADOPT AGENDA

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

IV. TOPIC(S)

A. Presentation by North St. Paul Land Development Company for proposal on 7th Avenue.

City Manager Waldron introduced Jim Winkles, owner and general contractor for Amcon Construction Company. Winkles is working with the North St. Paul Land Development Company on this design. Winkles shared an apartment living concept/proposal for the property at 7th Avenue and Margaret Street. This is a multi-level, multi-unit apartment complex with underground parking and small retail space. Winkles answered questions related to marketing, financing, amenities, parking, street traffic, site plan, soil tests, water storage and retail space. The City Council was in consensus to bring a Memorandum of Understanding forward to the council meeting to move ahead with the project concept with Amcon Development.

B. 2019 Budget Discussion.

City Manager Waldron noted that the information provided in the council packet reflects the council direction of keeping the levy at an 8.81% increase, which is down from an original 29%. This may vary depending on union negotiation outcomes. Scott Duddeck stated the decreases were in the areas of staffing. Council needs to give direction on if they have a comfort level with 8.81% and if they are comfortable going higher. There needs to be a general target for staff to work with. Items that may be added back in will be related to the closed labor contract

negotiation discussion. The original council approval on August 31st was for 15%. The Mayor and Sonnek would like to keep the increase under 10%, Petersen and Walczak at 8.81%, Furlong did not voice his opinion.

V. OTHER BUSINESS

Morgan Dawley presented an update on the Lake Boulevard street modification items that Council had requested with the 2018 Street and Utility Improvement Project. All driveways will be unaffected from a vehicular standpoint by moving the road east by approximately two and a half feet. There is one non-conforming (out of code compliance) parking spot that will need to be addressed. There is not any negative impact for parking vehicles in their driveways with that adjustment. With respect to the four or more poles that may be affected, Brian Frandle indicated that Comcast is willing to bury that line with no cost to the city. The estimated cost increase to move the four poles is \$50,000-\$60,000. This includes new switch gear, hiring a contractor to put the conduit in and the city labor, burying of the wire.

Council direction to staff is to bring a formal motion to the December 4, 2018 City Council on whether to incorporate the Silver Lake Tree Preservation Working Group recommendations into the roadway design for the 2018 Street and Utility Improvement Project. The two staff recommended alternative options for City Council consideration are:

1. Shifting Lake Boulevard to the east approximately 2.5 feet south of Poplar Avenue to 19th Avenue as recommended by the Silver Lake Tree Preservation Working Group.

-or-

2. Maintain the Lake Boulevard alignment as currently ordered and included in the project design.

VI. ADJOURNMENT

There being no further business, on motion by Council Member Walczak, seconded by Council Member Sonnek, with all present voting aye (5-0), Mayor Kuehn adjourned the workshop meeting at 6:23 p.m.

Michael R. Kuehn, Mayor

Attest:

Dr. Craig Waldron, City Manager

**City of North Saint Paul
November 20, 2018
Proposed Regular City Council Meeting Minutes**

I. CALL TO ORDER

Mayor Kuehn called the meeting to order at 6:31 p.m.

II. THE PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

III. ROLL CALL

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

Staff: City Manager Dr. Craig Waldron, Community Development Director Paul Ammerman, Fire Chief Scott Duddeck, Deputy Fire Chief Jason Mallinger, Fire Captain Mike Richter, Deputy Clerk Mary Mills.

IV. ADOPT AGENDA

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

V. PRESENTATIONS

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

“LOOK. LISTEN. LEARN. Be aware. Fire can happen anywhere.”

Fire Chief Scott Duddeck, Deputy Chief Jason Mallinger and Captain Mike Richter presented the winners of the annual Fire Poster Contest with their awards. The 2018 Fire Prevention Week Poster Contest received over 500 entries from the six elementary schools in North St. Paul. The North St. Paul Fire Department appreciates these students’ hard work and dedication to fire prevention and safety. The winners were as follows:

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

Mayor Kuehn called a recess from 6:45 p.m. to 6:51 p.m.

VI. APPROVAL OF CONSENT AGENDA

On motion by Council Member Petersen, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to approve the consent agenda, Resolution No. 2018-141 consisting of:

- 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. Resolution No. 2018-142.
- D. Third Quarter Financial Report 2018
- E. Gas Franchise Renewal, Ordinances No. 775 and 776
- F. Stipulation Agreements
- G. Release Agreements
- H. MnDOT Master Agreement. Resolution No. 2018-143.

VII. MEETING OPEN TO PUBLIC

Chris Johnson requested that the City Council not use Northdale Construction Co., Inc. for future construction projects. He has passed his concerns on to Tom Russell, WSB Construction Observer and Morgan Dawley, Municipal Senior Project Manager, who have been very responsive in addressing the concerns and safety issues brought to them regarding the 2018 Street and Utility Improvements Project. Mayor Kuehn inquired of the City Manager if we have ever done a post-project resident survey. The City has not but does now have the capability to do so with the POLCO program.

John Schmahl gave the Council an update on the Community Crime Map issue and his communications with Captain Nikituk.

VIII. PUBLIC HEARINGS

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

Mayor Kuehn opened the hearing at 7:00 p.m.

Community Service Officer/Animal Control Officer Joshua Fick reviewed the events of a dog bite incident. On September 27th, 2018 an incident occurred involving a juvenile female who was returning a 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.

Fick did issue citations to the owner of the dog and deemed the animal potentially dangerous. The owner of the dog lives in another city and the dog has now been removed from the North St. Paul residence the dog was staying at when the incident occurred. The owner requested a hearing to appeal the designation. 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. Fick provided photos and full details of the incident. The owner of the dog presented his case, and the parent of the bite victim spoke as well.

Council discussion determined that the designation would stand. The restrictions placed on the animal and owner are in force if the animal returns to North St. Paul or is in North St. Paul for any reason. The city where the animal now resides will be made aware that they have a potentially dangerous animal there. After six months the owner of the dog can petition to have the designation removed if he can demonstrate rehabilitation efforts and success have been achieved.

Mayor Kuehn closed the hearing at 7:29 p.m.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2018-144 upholding the potentially dangerous dog designation.

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. Accept Dr. Craig Waldron notice of retirement

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 and on March 21, 2018 to serve as its City Manager. Waldron has been working limited hours during this time. 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.

Waldron thanked the council for the opportunity to serve the City of North St. Paul. He has enjoyed his time here but it is time to transition to a manager who can devote the hours necessary.

On motion by Council Member Petersen, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to accept the retirement notice of Dr. Craig Waldron effective Friday, January 4, 2019.

B. Appoint Scott Duddeck as Interim City Manager

City Manager Waldron stated that with his retirement comes the need to appoint an Interim City Manager. His recommendation is Fire Chief Scott Duddeck. Waldron presented an agreement that spells out the details of the position. Waldron will remain available to assist any time he may be needed.

Duddeck addressed the Council and thanked them for the opportunity to serve. He will be working closely with Dr. Waldron to ensure a smooth transition. Deputy Chief Mallinger will take on some of the Fire Chief responsibilities during this time, and they are working on those details. Duddeck is very excited for this opportunity.

On motion by Council Member Walczak, seconded by Council Member Furlong, with all present voting aye (5-0), motion carried to adopt Resolution No. 2018-145 appointing Scott Duddeck as the Interim City Manager effective Saturday, January 5, 2019.

C. Approval of Letter of Understanding on old City Hall site

City Manager Waldron presented a 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.

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 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

On motion by Council Member Petersen, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to 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.

D. Approval of Letter of Understanding for Margaret Street site

City Manager Waldron presented a 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.

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 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

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to 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.

E. Approval of Conditional Use Permit for 2736 20th Avenue

Molly Just, Community Planner with WSB, addressed the Council to request approval of a Conditional Use Permit for 2736 20th Avenue. 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.

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.

On motion by Council Member Sonnek, seconded by Council Member Furlong, with all present voting aye (5-0), motion carried to adopt Resolution No. 2018-146 approving a Conditional Use Permit for a day nursery located at 2736 20th Avenue E.

F. Receive Final Downtown Master Plan

Bob Slipka, Landscape Architect with WSB, stated that the purpose of this Downtown Revitalization Plan (DRP) is 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.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2018-147 receiving the Downtown Revitalization Master Plan.

X. REPORTS OF CITY MANAGER AND DEPARTMENTS

There were no reports.

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

Council Member Sonnek stated the next Planning Commission meeting is Thursday, December 6th at 6:15 p.m.

Council Member Petersen stated:

- Ramsey Washington Suburban Cable Commission will be submitting a request for an extension of the current franchise agreement.
- The Ramsey County League annual award dinner has been changed to December 13, 2019. There will be a new rollout of the RCLLG strategic plan.
- Design Review Commission will meet November 29th at 5:00 p.m.

Mayor Kuehn noted that at the EDA meeting this month Intern Rick Seaberg made a presentation on economic analysis of what are some other potential tools in the toolbox to help work on economic development.

XII. GENERAL BUSINESS

Council Member Sonnek sent a shout out to the North St. Paul High School Drama program for their production of the Adams Family, and wished everyone a Happy Thanksgiving.

Council Member Walczak wished everyone a Blessed and Happy Thanksgiving.

Council Member Petersen had the following general business:

- Thanked the voters for turning out on Election Day and confidence in electing her to another term.
- Happy Thanksgiving to everyone.
- The newly renovated Hause Park building is awesome. Thank you to staff for a job well done.

Council Member Furlong had the following general business:

- The Holiday Hop is Saturday, December 1, 2018.
- January 4, 2019 is the Fire and Ice skating and bonfire event at Hause Park.

Mayor Kuehn had the following general business:

- Tuesday, December 4th at 10:00 a.m. at the School District Center is the annual meeting/open house of City Leadership and Realtors for North St. Paul, Oakdale and Maplewood ISD 622.
- Wednesday, December 5th from 4:00 – 6:00 p.m. the City is hosting a farewell to the Mayor coffee.

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

Mayor Kuehn recessed the regular meeting at 8:20 p.m. to conduct the closed session.

Mayor Kuehn called the closed session to order at 8:27 p.m.

Council Member Furlong left the meeting at 8:51 p.m.

Mayor Kuehn adjourned the closed session at 8:54 p.m.

XIV. ADJOURNMENT

There being no further business, on motion by Council Member Sonnek, Seconded by Council Member Walczak, with all present voting aye, Council Member absent for the vote (4-0), Mayor Kuehn adjourned the meeting at 8:54 p.m.

Michael R. Kuehn, Mayor

Attest: _____
Dr. Craig Waldron, City Manager



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: December 4, 2018
SUBJECT: Recommendation of approval of GENERAL claims list.

Claim Date

11/23/2018 Payroll Register DD	\$113,678.30
11/23/2018 Payroll Direct Payables	\$97,719.47
11/23/2018 Fire Payroll Register DD	\$11,146.91
11/23/2018 Fire Payroll Direct Payables	\$3,025.94
11/23/2018 AFSME Contract Retro Pay	\$17,777.58
11/23/2018 AFSME Contract Retro Pay Direct Payables	\$8,152.97
Payroll Subtotal	<u>\$251,501.17</u>

11/2/2018 A/P Checks - Early Release	132261-132269	\$ 450.00	Approved by Craig Waldron
12/5/2018 Park Rental Refund Checks	132349-132352	\$ 1,500.00	
12/5/2018 A/P Checks	132270-132343	\$ 177,300.53	
12/5/2018 Drafts	000279	\$ 12,237.57	
AP Subtotal		<u>\$ 191,488.10</u>	

Grand Total \$ 442,989.27

Approved this 4th day of December, 2018

City Manager

Mayor



PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 11/23/2018

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	71	113,678.30
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:	1	

TOTAL CHECKS:	71	113,678.30

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 03960 11/23/18 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 201811204096	FEDERAL WITHHOLDING	D	11/23/2018		15,785.75	000270	
	I-T3 201811204096	FICA TAXES	D	11/23/2018		14,254.90	000270	
	I-T4 201811204096	MEDICARE TAXES	D	11/23/2018		5,080.98	000270	35,121.63
H08033		H S A BANK						
	I-444201811204096	HSA ACCOUNT	D	11/23/2018		4,206.75	000271	4,206.75
I09115		VOYA RETIREMENT INSURANCE AND A						
	I-22 201811204096	PAYROLL DEDUCTION	D	11/23/2018		2,929.00	000272	
	I-23 201811204096	EMP/EMPR DEFERRED COMP	D	11/23/2018		1,123.95	000272	4,052.95
I09137		I C M A DISTRIBUTION CENTER						
	I-2 201811204096	EMP/EMPR DEFERRED COMP	D	11/23/2018		9,599.21	000273	
	I-21 201811204096	EMP/EMPR DEFERRED COMP	D	11/23/2018		1,912.70	000273	
	I-26 201811204096	LOAN PAYMENTS TO ICMA	D	11/23/2018		375.21	000273	
	I-2IR201811204096	EMP/EMPR DEFERRED COM	D	11/23/2018		1,155.00	000273	13,042.12
M12900		MNEFTS						
	I-T2 201811204096	MN Income Tax WH	D	11/23/2018		7,667.14	000274	7,667.14
M13320		MN STATE RETIREMENT SYSTEM						
	I-12 201811204096	POST DEDUCTIONS	D	11/23/2018		1,000.00	000275	1,000.00
P16470		P E R A						
	I-91 201811204096	6634-00 REG PERA	D	11/23/2018		15,404.86	000276	
	I-92 201811204096	6634-00 PERA PD	D	11/23/2018		17,094.00	000276	
	I-94 201811204096	6634-00 PERA DCP ELECTED	D	11/23/2018		130.02	000276	32,628.88

* * 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	97,719.47	97,719.47
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	97,719.47	97,719.47

11-20-2018 3:09 PM

PAYROLL CHECK REGISTER

PAGE: 2

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 11/23/2018

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	27	11,146.91
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:	1	

TOTAL CHECKS:	27	11,146.91

*** NO ERRORS FOUND ***

** END OF REPORT **

11/20/2018 3:13 PM

DIRECT PAYABLES CHECK REGISTER

PAGE: 1

PACKET: 03964 11/23/18 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 201811204101	FEDERAL WITHHOLDING	D	11/23/2018		715.33	000277	
	I-T3 201811204101	FICA TAXES	D	11/23/2018		1,632.56	000277	
	I-T4 201811204101	MEDICARE TAXES	D	11/23/2018		381.84	000277	2,729.73
M12900		MNEFTS						
	I-T2 201811204101	MN Income Tax WH	D	11/23/2018		296.21	000278	296.21

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	0.00	3,025.94	3,025.94
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	2	0.00	3,025.94	3,025.94

11-19-2018 12:08 PM

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

PAGE: 1

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 11/16/2018

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	19	17,777.58
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	19	17,777.58

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 03956 11/16/18 UNION RETRO - 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 201811194093	FEDERAL WITHHOLDING	D	11/23/2018		1,773.35	000267	
	I-T3 201811194093	FICA TAXES	D	11/23/2018		2,674.02	000267	
	I-T4 201811194093	MEDICARE TAXES	D	11/23/2018		670.46	000267	5,117.83
M12900		MNEFTS						
	I-T2 201811194093	MN Income Tax WH	D	11/23/2018		932.52	000268	932.52
P16470		P E R A						
	I-91 201811194093	6634-00 REG PERA	D	11/23/2018		1,899.06	000269	
	I-92 201811194093	6634-00 PERA PD	D	11/23/2018		203.56	000269	2,102.62

* * 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:	3	0.00	8,152.97	8,152.97
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	8,152.97	8,152.97



MEMORANDUM

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

Claim Date

11/2/2018 A/P Checks	132261-132269	\$	450.00
	AP Subtotal	\$	450.00

Grand Total	\$	450.00
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Approved this 20th day of November, 2018

City Manager

PACKET: 03965 FIRE POSTER AWARDS

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	TAFADZWA KARIATSANDE							
	I-201811204102	TAFADZWA KARIATSANDE:	R	11/20/2018		75.00CR	132261	75.00
1	HALIE KUEHN							
	I-201811204103	HALIE KUEHN:	R	11/20/2018		50.00CR	132262	50.00
1	ANNA WAKEMAN							
	I-201811204104	ANNA WAKEMAN:	R	11/20/2018		25.00CR	132263	25.00
1	DAISY COLE							
	I-201811204105	DAISY COLE:	R	11/20/2018		75.00CR	132264	75.00
1	ELIAS MOLDAN							
	I-201811204106	ELIAS MOLDAN:	R	11/20/2018		50.00CR	132265	50.00
1	HALEY BAKKEN							
	I-201811204107	HALEY BAKKEN:	R	11/20/2018		25.00CR	132266	25.00
1	CHARLOTTE TIMMERS							
	I-201811204108	CHARLOTTE TIMMERS:	R	11/20/2018		75.00CR	132267	75.00
1	JERUSHA MITTELSTADT							
	I-201811204109	JERUSHA MITTELSTADT:	R	11/20/2018		50.00CR	132268	50.00
1	LYLA LEAR							
	I-201811204110	LYLA LEAR:	R	11/20/2018		25.00CR	132269	25.00

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	9	0.00	450.00	450.00
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:	9	0.00	450.00	450.00

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 03958 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		LOR, ROBERT KOU						
	I-000201811204094	LOR, ROBERT KOU	R	12/05/2018		300.00	132349	300.00
1		LAVICK, PENNY						
	I-000201811204095	LAVICK, PENNY	R	12/05/2018		300.00	132350	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

11/29/2018 2:56 PM

REFUNDS CHECK REGISTER

PAGE: 1

PACKET: 03968 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		LY, ONG						
	I-000201811284125	LY, ONG	R	12/05/2018		600.00	132351	600.00
1		STOWE, THERESA						
	I-000201811284126	STOWE, THERESA	R	12/05/2018		300.00	132352	300.00

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	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:	2	0.00	900.00	900.00

PACKET: 03969 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
1	EARL & PATRICIA RODINE							
	I-201811284127	EARL & PATRICIA RODINE:	R	12/05/2018		100.00CR	132270	100.00
1	JEFFREY C. SWAN							
	I-201811294128	JEFFREY C. SWAN:	R	12/05/2018		4,155.00CR	132271	4,155.00
1	B. MICHAEL MANTHEI							
	I-201811294129	B. MICHAEL MANTHEI:	R	12/05/2018		4,155.00CR	132272	4,155.00
1	ELLIOT THOMPSON PROPERTIES							
	I-201811294130	ELLIOT THOMPSON PROPERTIES:	R	12/05/2018		1,200.00CR	132273	1,200.00
1	APOLLO HEATING & AIR							
	I-201811294133	APOLLO HEATING & AIR:	R	12/05/2018		72.80CR	132274	72.80
A01010	ACE HARDWARE							
	I-76195	BATTERY & CASTER	R	12/05/2018		16.48CR	132275	
	I-76233	FASTNERS	R	12/05/2018		6.23CR	132275	
	I-76270	GROUNDING PLUG	R	12/05/2018		7.48CR	132275	
	I-76277	DUCT TAPE & IMPACT SET	R	12/05/2018		27.73CR	132275	
	I-76324	RIVETS	R	12/05/2018		4.49CR	132275	
	I-76330	FASTENERS	R	12/05/2018		2.32CR	132275	
	I-76342	FASTENERS	R	12/05/2018		2.09CR	132275	
	I-76354	FASTENERS	R	12/05/2018		2.52CR	132275	69.34
A01110	ALEX AIR APPARATUS INC							
	I-INV-38165	ANNUAL COMPRESSOR TEST	R	12/05/2018		730.00CR	132276	
	I-INV-38240	BALE HANDLE KIT	R	12/05/2018		37.00CR	132276	767.00
A01223	AMPHENOL FUNDING CORP.							
	I-1196062-IN	OMNI 790-960 MHZ 0 DEG	R	12/05/2018		1,795.78CR	132277	1,795.78
A01310	ASPEN MILLS							
	I-226751	UNIFORMS BODYARMOR/VEST	R	12/05/2018		1,158.00CR	132278	
	I-227221	UNIFORMS BODY ARMOR REPLACE	R	12/05/2018		1,337.95CR	132278	
	I-227222	UNIFORMS NEW OFFICER 920 D1	R	12/05/2018		114.70CR	132278	2,610.65
A1651	IEH AUTO PARTS LLC							
	I-039187128	WIPERS	R	12/05/2018		10.52CR	132279	
	I-039188243	SPARK PLUGS	R	12/05/2018		17.24CR	132279	
	I-039188300	FILTER	R	12/05/2018		105.24CR	132279	133.00

PACKET: 03969 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
A20235	AUTONATION, INC I-476827	R&M VEHICLES	R	12/05/2018		447.70CR	132280	447.70
B02049	BATTERIES PLUS BULBS I-P7802886	BATTERIES	R	12/05/2018		5.95CR	132281	5.95
B02209	BREDEMUS HARDWARE CO INC I-248691 I-604420	DOOR HARDWARE REPLACEMENT LOCK SWAP LABOR	R	12/05/2018 12/05/2018		2,153.02CR 340.00CR	132282 132282	2,493.02
B02267	BUBERL BLACK DIRT INC I-21882	BLACK DIRT	R	12/05/2018		954.00CR	132283	954.00
C03004	THE COLLINS GROUP, INC. I-I01190249	FLAGS	R	12/05/2018		518.00CR	132284	518.00
C03031	CARPENTERS SMALL ENGINE I-50308	SHUT OFF VALVE	R	12/05/2018		17.16CR	132285	17.16
C03066	CINTAS I-4012404095 I-4012404151 I-4012404181 I-4012723579	UNIFORM SERVICES UNIFORM SERVICES UNIFORM SERVICES UNIFORM SERVICES	R	12/05/2018 12/05/2018 12/05/2018 12/05/2018		6.64CR 67.13CR 116.76CR 116.76CR	132286 132286 132286 132286	307.29
C03091	CES IMAGING I-INV092938	COPIER LEASE	R	12/05/2018		267.00CR	132287	267.00
C03105	C L BENSEN CO INC I-110554	PLEATED FILTERS	R	12/05/2018		430.11CR	132288	430.11
C03139	COMCAST I-201811294132	CABLE SERVICE 11/27-12/26	R	12/05/2018		125.95CR	132289	125.95
D04005	DAKOTA GLASS & GLAZING LLC I-1297	REPLACEMENT GLASS	R	12/05/2018		2,415.00CR	132290	2,415.00
D04083	DONATELLI'S I-12121847	LUNCH FOR EMPLOYEE REC EVENT	R	12/05/2018		500.34CR	132291	500.34
E05010	EARL F ANDERSEN & ASSOC I-0119101-IN	BARRICADES	R	12/05/2018		2,841.85CR	132292	2,841.85

PACKET: 03969 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
E05122	EMERGENCY MEDICAL PRODUCT							
	I-2027542	FOAM HAND RINSE & HOLDER	R	12/05/2018		178.50CR	132293	178.50
F06008	ENTIRA FAMILY CLINICS							
	I-201811204098	NEW EMPLOYEE TESTING	R	12/05/2018		63.00CR	132294	
	I-201811204099	NEW EMPLOYEE TESTING	R	12/05/2018		502.00CR	132294	
	I-201811204100	NEW EMPLOYEE TESTING	R	12/05/2018		164.00CR	132294	729.00
G07292	GRAYBAR							
	I-9307118135	METER BOX	R	12/05/2018		82.40CR	132295	82.40
H06055	HAWKINS INC							
	I-4399955	HYDROSLUOSILICIC ACID	R	12/05/2018		1,665.68CR	132296	1,665.68
H08162	HOLIDAY							
	I-201811284111	GAS 1400015463058 MECHANIC	R	12/05/2018		29.67CR	132297	
	I-201811284112	GAS 1400015462884 OH ELECTRIC	R	12/05/2018		318.13CR	132297	
	I-201811284113	GAS 1400015462892 PARKS DEPT	R	12/05/2018		521.12CR	132297	
	I-201811284114	GAS 1400015462914 SEWER DEPT	R	12/05/2018		443.44CR	132297	
	I-201811284115	GAS 1400015462949	R	12/05/2018		1,422.80CR	132297	
	I-201811284116	GAS 1400015462957 UG ELECTRIC	R	12/05/2018		457.45CR	132297	
	I-201811284117	GAS 1400015462965 URBAN FRSTY	R	12/05/2018		125.93CR	132297	
	I-201811284118	GAS 1400015462973 WATER DEPT	R	12/05/2018		431.79CR	132297	
	I-201811284119	GAS 1400015462930 ST CLEANING	R	12/05/2018		425.93CR	132297	
	I-201811284120	MOTOR FUEL 1400015462906 PD	R	12/05/2018		2,867.27CR	132297	
	I-201811284123	GAS 1400015462876	R	12/05/2018		543.98CR	132297	
	I-201811284124	GAS 1400015501928 RECREATION	R	12/05/2018		78.99CR	132297	7,666.50
H08165	HOME DEPOT							
	I-2052508	BRUSHES & BUCKETS	R	12/05/2018		149.68CR	132298	
	I-4562586	ELECTRIC OUTLET COVERS	R	12/05/2018		188.29CR	132298	
	I-4562619	ELECTRIC SUPLIES	R	12/05/2018		50.75CR	132298	
	I-6564403	THERMOSTAT	R	12/05/2018		20.27CR	132298	
	I-6590503	PAINT & SUPPLIES	R	12/05/2018		106.81CR	132298	515.80
H14077	CORE & MAIN LP							
	I-J802270	SEALTITE GASKET	R	12/05/2018		415.08CR	132299	
	I-J837812	CLAMP	R	12/05/2018		408.39CR	132299	823.47
H8185	HI-LINE							
	I-10108013	SLEEVES	R	12/05/2018		30.00CR	132300	30.00

PACKET: 03969 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
I09045	IMPACT							
	I-136661	OCT MNTHLY BILL INSERT	R	12/05/2018		4,563.08CR	132301	4,563.08
K09100	KATH FUEL OIL SERVICE CO							
	I-639920	DRUM & VALVE	R	12/05/2018		240.00CR	132302	240.00
K11460	KEEPRS INC							
	I-387426	FIELD EQUIPMENT R&M	R	12/05/2018		32.00CR	132303	32.00
L12047	LANDIS GYR TECHNOLOGY INC							
	I-90281102	SAAS MONTHLY FLAT FEE	R	12/05/2018		850.00CR	132304	850.00
L12103	LAWSON PRODUCTS INC							
	I-9306246514	TARP STRAP	R	12/05/2018		65.97CR	132305	65.97
M02045	MARKFORT CONCRETE LLC							
	I-323341	SIDEWALKS	R	12/05/2018		9,880.00CR	132306	9,880.00
M13109	MENARDS-MAPLEWOOD							
	I-18129	ABS PIPES	R	12/05/2018		6.52CR	132307	6.52
M13110	MENARDS-OAKDALE							
	I-64493	PAINT & SUPPLIES	R	12/05/2018		124.89CR	132308	
	I-65805	BUILDING MATERIALS	R	12/05/2018		1,594.25CR	132308	
	I-65825	BUILDING MATERIALS HAUSE	R	12/05/2018		54.30CR	132308	
	I-66108	BUILDING MATERIALS HAUSE	R	12/05/2018		152.54CR	132308	
	I-66151	BUILDING MATERIALS HAUSE	R	12/05/2018		217.43CR	132308	
	I-67251	BUILDING MATERIALS HAUSE	R	12/05/2018		130.02CR	132308	2,273.43
M13211	OFFICE OF MN IT SERVICES							
	I-W18100580	OCTOBER VOICE SERVICES	R	12/05/2018		55.40CR	132309	55.40
M14074	MNSPECT LLC							
	I-7575	PERMIT FEES AND INSPECTIONS	R	12/05/2018		44,797.94CR	132310	44,797.94
N14161	NORTHERN LIGHTS DISPLAY LLC							
	I-5682-CM	RED BOWS	R	12/05/2018		2,216.46CR	132311	2,216.46
N14177	NAC MECHANICAL & ELECTRICAL SERVIES							
	I-153457	REPAIRS	R	12/05/2018		1,295.69CR	132312	1,295.69
O15001	O'REILLY AUTO PARTS							
	I-2074-375460	R&M VEHICLES	R	12/05/2018		11.49CR	132313	
	I-2074-375508	RIVETS	R	12/05/2018		10.47CR	132313	
	I-2074-376542	R&M VEHICLES	R	12/05/2018		10.18CR	132313	32.14

PACKET: 03969 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
P16285	PLUNKETT'S PEST CONTROL							
	I-6105587	PEST CONTROL	R	12/05/2018		37.85CR	132314	
	I-6108435	PEST CONTROL	R	12/05/2018		33.52CR	132314	
	I-6109400	PEST CONTROL	R	12/05/2018		35.69CR	132314	107.06
P16336	POMPS TIRE SERVICE INC							
	I-210377402	TIRES	R	12/05/2018		149.90CR	132315	
	I-210381625	TIRES	R	12/05/2018		777.52CR	132315	
	I-210381630	TIRES	R	12/05/2018		605.84CR	132315	1,533.26
R18010	RAMSEY COUNTY							
	I-EMCOM-007254	RC FLEET SUPPORT OCTOBER	R	12/05/2018		492.96CR	132316	492.96
R18074	REMACKEL OUTDOOR SERVICES							
	I-201811284121	CONCRETE WORK AT PARKS	R	12/05/2018		21,300.00CR	132317	21,300.00
R18091	RESCO							
	I-734360-00	CONNECTORS	R	12/05/2018		147.50CR	132318	
	I-734447-00	CONNECTORS	R	12/05/2018		247.50CR	132318	395.00
R18135	ROC INC							
	I-69891	OCT CLEANING SERVICES	R	12/05/2018		880.00CR	132319	
	I-69900	OCTOBER MONTHLY CLEANING	R	12/05/2018		1,204.50CR	132319	
	I-69990	OCTOBER MONTHLY CLEANING	R	12/05/2018		2,971.10CR	132319	5,055.60
R18160	ROSEDALE CHEVROLET							
	I-492839	REPAIR HEATER	R	12/05/2018		1,260.40CR	132320	1,260.40
R18170	CITY OF ROSEVILLE							
	I-0225288	IT/JOINT POWERS NOVEMBER	R	12/05/2018		13,496.00CR	132321	
	I-0225334	PHONE SERVICE NOVEMBER	R	12/05/2018		1,161.90CR	132321	14,657.90
R18194	ROY C., INC							
	I-73426	SERVICE CALL	R	12/05/2018		181.30CR	132322	181.30
S18996	SAFE-FAST INC							
	I-INV207189	EAR PLUGS	R	12/05/2018		72.66CR	132323	72.66
S19003	INNOVATIVE OFFICE SOLUTIONS LLC							
	I-IN2291004	OFFICE SUPPLIES	R	12/05/2018		123.13CR	132324	
	I-IN2293026	OFFICE SUPPLIES	R	12/05/2018		14.01CR	132324	137.14

PACKET: 03969 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
S19052	SAMS CLUB DIRECT							
	I-004316	KITCHEN SUPPLIES	R	12/05/2018		126.23CR	132325	126.23
S19181	SHI INTERNATIONAL CORP							
	I-B08936571	COMPUTER	R	12/05/2018		1,344.00CR	132326	1,344.00
S19188	SHRED-IT USA MINNEAPOLIS							
	I-8125986586	SHREDDING SERVICES	R	12/05/2018		99.76CR	132327	99.76
S19233	SPECTACULAR CLEANING LLC							
	I-023	NOV JANITORIAL SERVICES	R	12/05/2018		750.00CR	132328	750.00
S19433	STAPLES ADVANTAGE							
	I-3393996243	COPY PAPER	R	12/05/2018		197.40CR	132329	
	I-3395778350	COPY PAPER	R	12/05/2018		197.40CR	132329	
	I-3396503718	OFFICE SUPPLIES	R	12/05/2018		75.19CR	132329	
	I-3396503719	OFFICE SUPPLIES	R	12/05/2018		14.33CR	132329	484.32
T19150	T A SCHIFSKY & SONS INC							
	I-63876	YARD PURCHASE	R	12/05/2018		22.55CR	132330	22.55
T20076	TOSHIBA FINANCIAL SERVICES							
	I-69012494	COPIER LEASE	R	12/05/2018		381.97CR	132331	
	I-69012496	COPIER LEASE	R	12/05/2018		108.83CR	132331	
	I-69017919	COPIER LEASE	R	12/05/2018		117.26CR	132331	
	I-69019047	COPIER LEASE	R	12/05/2018		248.74CR	132331	
	I-69019048	COPIER LEASE	R	12/05/2018		596.51CR	132331	
	I-69022333	COPIER LEASE	R	12/05/2018		193.03CR	132331	1,646.34
T20192	T-MOBILE							
	I-201811294134	CELL PHONES 10/11-11/10	R	12/05/2018		1,198.87CR	132332	
	I-201811294135	FD/PD TABLETS 10/9-11/8	R	12/05/2018		792.59CR	132332	
	I-201811294136	PD/FD CARDS 10/11-11/10	R	12/05/2018		634.69CR	132332	2,626.15
T20215	TOKLE INSPECTIONS INC							
	I-201811294131	ELECTRIC INSPECTIONS	R	12/05/2018		492.80CR	132333	492.80
T20238	T & R SERVICE COMPANY							
	I-79727	PCB ANALYSIS	R	12/05/2018		30.00CR	132334	30.00
T20311	TRUGREEN LANDCARE							
	I-94672418	GRASS FERTILIZER SERVICES	R	12/05/2018		715.00CR	132335	715.00

PACKET: 03969 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
U21098	GALLS, LLC							
	I-011195589	GUN MOUNT	R	12/05/2018		275.98CR	132336	275.98
U21215	UPS							
	I-0000R93F25448	SHIPPING CHARGES	R	12/05/2018		50.65CR	132337	
	I-0000R93F25458	SHIPPING CHARGES	R	12/05/2018		41.96CR	132337	92.61
V01101	VERIZON WIRELESS							
	I-9818080824	CELL PHONES 10/11-11/10	R	12/05/2018		525.15CR	132338	525.15
V22049	VEIT DISPOSAL SYSTEMS							
	I-0000017197	CONSTRUCTION DEBRIS	R	12/05/2018		82.74CR	132339	82.74
W17250	WENZEL PLUMBING, HEATING, COOLING							
	I-31977	FURNACE REPAIRS	R	12/05/2018		468.37CR	132340	
	I-31978	SINK/FAUCET REPAIRS	R	12/05/2018		324.28CR	132340	792.65
X14164	XCEL ENERGY							
	I-0378463597	NATURAL GAS PREM#304194027	R	12/05/2018		1,560.20CR	132341	
	I-0378489169	NATURAL GAS PREM#302713963	R	12/05/2018		1,699.62CR	132341	
	I-0378572687	NATURAL GAS PREM#304602442	R	12/05/2018		101.94CR	132341	
	I-0378933540	NATURAL GAS PREM#302997881	R	12/05/2018		64.62CR	132341	
	I-0378936111	NATURAL GAS PREM#303755177	R	12/05/2018		1,015.40CR	132341	
	I-0378936570	NATURAL GAS PREM#302218753	R	12/05/2018		25.69CR	132341	4,467.47
Z26047	ZAYO GROUP LLC							
	I-2018110011274	DARK FIBER CHARGES	R	12/05/2018		5,826.09CR	132342	
	I-208100011274	DARK FIBER CHARGES	R	12/05/2018		5,824.80CR	132342	11,650.89
Z26060	ZIEGLER INC							
	I-SW050307885	CITY HALL GENERATOR	R	12/05/2018		1,500.69CR	132343	1,500.69

11/29/2018 1:52 PM

A / P CHECK REGISTER

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PACKET: 03969 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-201811294137	NOV UTILITY BILL OCT USAGE	D	11/05/2018		12,237.57CR	000279	12,237.57

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	74	0.00	177,300.53	177,300.53
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	12,237.57	12,237.57
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:	75	0.00	189,538.10	189,538.10

TOTAL ERRORS: 0

TOTAL WARNINGS: 0



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: HRA Chairman and Commissioners
FROM: Jacquelyn Lutmer, Accounting Technician
DATE: December 4, 2018
SUBJECT: Recommendation of approval of HRA claims list.

Claim Date

12/5/2018 A/P Check Register

132344-132348 \$ 14,780.45

Total \$14,780.45

Approved this 4th day of December, 2018

City Manager

Mayor



11/29/2018 2:05 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 03970 12/5 HRA

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
C03002	CAMPBELL KNOTSON PA							
	I-26-2076-044G	LEGAL SERVICES	R	12/05/2018		1,232.00CR	132344	
	I-4-2076-062G	LEGAL SERVICES	R	12/05/2018		48.00CR	132344	1,280.00
H08165	HOME DEPOT							
	I-8061172	SANDING BELT, DRILL, SCREW	R	12/05/2018		146.12CR	132345	146.12
L12462	LYMAN LUMBER COMPANY							
	I-821818	LUMBER	R	12/05/2018		330.88CR	132346	
	I-823078	LUMBER	R	12/05/2018		459.89CR	132346	790.77
M13109	MENARDS-MAPLEWOOD							
	I-19202	BUILDING MATERIALS SB HOUSE	R	12/05/2018		88.56CR	132347	88.56
R18074	REMACKEL OUTDOOR SERVICES							
	I-201811284122	BASEMENT FLOOR & CURB	R	12/05/2018		12,475.00CR	132348	12,475.00

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	5	0.00	14,780.45	14,780.45
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:	5	0.00	14,780.45	14,780.45

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Agenda Information Memorandum
North St. Paul City Council
December 4, 2018

FROM THE OFFICE OF THE POLICE DEPARTMENT

Agenda placement: Consent Agenda

Subject: Application for a City Charitable Gambling Permit and a Minnesota Lawful Gambling Application submitted by Caring for Cats, Inc. for multiple events to be conducted in 2019.

To: Honorable Mayor and City Council

Facts:

- Five (5) fundraising events.
- Events to be held on: February 21, April 25, May 23, September 19 and October 17, 2019.
- All events to take place at the North St. Paul American Legion, Post #39.
- Charitable Gambling events to include Bingos and Paddlewheels.
- Caring for Cats, Inc., has been previously granted Charitable Gambling Permits.

Attachments for Council Packet:

Resolution

Items reviewed by Police Chief Lauth:

City Charitable Gambling Local Permit No. 2019-001.
Minnesota Lawful Gambling LG220 Application for Exempt Permit.
Tennessee Warning.
MN Department of Revenue Tax ID Letter.
IRS Tax Exempt, Designation as a Public Charity Letter.
Premises Lease Agreement

Respectfully submitted,

/s/ TL by mm

Tom Lauth
Police Chief

APPROVED FOR AGENDA ENCLOSURE:

/s/ CW by mm

Dr. Craig Waldron
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2018-xxx

**RESOLUTION APPROVING MINNESOTA
LAWFUL GAMBLING APPLICATION FOR EXEMPT PERMIT
FOR CARING FOR CATS, INC.**

WHEREAS, Karen Rasmussen, on behalf of Caring for Cats, Inc., has submitted an *Application* to conduct five Minnesota Lawful Gambling events in the City of North St. Paul; and,

WHEREAS, the lawful charitable events will include bingo and paddlewheels to take place on February 21, April 25, May 23, September 19 and October 17, 2019 at the American Legion Post #39, 2678 7th Avenue; and,

WHEREAS, Caring for Cats, Inc., is a 501(c) (3) Public Charity, registered with the IRS and Department of Treasury; and,

WHEREAS, the lawful gambling event is being conducted in conjunction with fundraising events; and

WHEREAS, Caring for Cats, Inc., has been previously granted Exempt Permits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, it hereby approves the Caring for Cats, Inc. lawful gambling application to conduct lawful charitable events at the American Legion Post #39 on February 21, April 25, May 23, September 19 and October 17, 2019.

BE IT FURTHER RESOLVED, the City sixty-day and State thirty-day waiting periods are hereby waived.

ADOPTED this 4th day of December, 2018.

Motion by Councilmember Sonnek
Second by Councilmember Petersen

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

/s/ Michael R. Kuehn, Mayor

Attest:

/s/ Craig Waldron, City Manager

As Deputy Clerk of the City of North St. Paul, I hereby certify that this Resolution is a true and correct copy of the one adopted by the City Council at a regular meeting held on the 4th day of December, 2018.

Mary Mills, Deputy Clerk

Agenda Information Memorandum
North St. Paul City Council
December 4, 2018

FROM THE OFFICE OF THE CITY MANAGER

Subject: Recommendation to approve Franchise Extension Agreement with Comcast.

To the Honorable Mayor and City Council:

The Cable Commission is recommending that the City Council approve the Extension Agreement with Comcast. The Agreement will extend the expiration date of the current Franchise from March 31, 2019 to August 31, 2019. The purpose of the proposed extension is to allow for continued informal negotiations between Comcast and the Cable Commission regarding the long-term renewal of the Franchise. Comcast is in agreement with this. The extension is necessary in part due to Comcast being unable to meet for negotiations in the past two months, including due to illness of one of its key negotiation participants.

Recommendation: It is recommended the City Council authorize the extension of the current Franchise from March 31, 2019 to August 31, 2019.

Attachments

Email from Tim Finnerty
Franchise Renewal Timeline
Extension Agreement

Respectfully submitted,

/s/ CW by mm

Dr. Craig Waldron
City Manager

Agenda placement: Consent

EXTENSION AGREEMENT BETWEEN AND AMONG THE MEMBERS OF THE RAMSEY WASHINGTON SUBURBAN CABLE COMMISSION AND COMCAST OF MINNESOTA

WHEREAS, Comcast of Minnesota, Inc., (“Franchisee”) operates a cable television system (the “System”) in communities which are members of the Ramsey/Washington Suburban Cable Commission (RWSCC) pursuant to a franchise scheduled to expire on November 1, 2018, to which the City of Birchwood Village, the City of Dellwood, the City of Grant, the City of Lake Elmo, the City of Mahtomedi, the City of North St. Paul, the City of Oakdale, the City of Vadnais Heights, the City of White Bear Lake, White Bear Township and the City of Willernie, Minnesota, are parties (each community is a “Franchisor”); a March 9, 1995 Memorandum of Understanding; and the April 10, 2014 Settlement Agreement, as amended by Section 2 of that certain 2015 Transfer Agreement Between and Among The Members of the Ramsey Washington Suburban Cable Commission, Comcast of Minnesota, Inc. and Midwest Cable, Inc. (collectively, the Franchise and these documents are the “Franchise Documents”); and

WHEREAS, the parties previously agreed to extend the expiration date of the Franchise, and of obligations in the Settlement Agreement, through March 31, 2019; and

WHEREAS, the parties wish to extend certain time periods provided under the Franchise Documents to provide time for the parties to work together to attempt to resolve renewal issues,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. The Franchise is extended through and including August 31, 2019.

Section 2. Paragraph 10 of the “Settlement Agreement Regarding PEG Capacity” is amended so that the reference to March 31, 2019 is changed to August 31, 2019.

Section 3. Otherwise, the Franchise Documents shall remain in full force and effect in accordance with their terms.

Section 4. Both parties agree that the further extension will not require recommencement of the renewal process under state or federal law, or require either party to re-conduct any studies or proceedings that may have been or are being conducted.

Section 5. This Extension Agreement does not confer upon the Franchisee any additional rights under Section 626 of the Cable Act.

Section 6. By entering into this Extension Agreement, the parties do not otherwise waive their rights to rely upon the rights, procedures, protections and recourses granted to them pursuant to applicable Federal, state, or local rule, regulation, law or precedent.

Section 7. 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 caused this Extension Agreement to be executed by duly authorized representatives of each Party on the dates written below.

COMCAST OF MINNESOTA, INC.

By: _____
John D. Keller
Title: Regional Vice President

Date:

CITY OF BIRCHWOOD VILLAGE

By: _____
Title:

Date:
CITY OF DELLWOOD

By: _____
Title:

Date:
CITY OF GRANT

By: _____
Title:

Date:
CITY OF LAKE ELMO

By: _____
Title:

Date:
WHITE BEAR TOWNSHIP

By: _____
Title:

Date:

CITY OF MAHTOMEDI

By: _____
Title:

Date:

CITY OF NORTH ST. PAUL

By: _____
Title:

Date:
CITY OF OAKDALE

By: _____
Title:

Date:
CITY OF VADNAIS HEIGHTS

By: _____
Title:

Date:
CITY OF WHITE BEAR LAKE

By: _____
Title:

Date:
CITY OF WILLERNIE

By: _____
Title:

Date:

**Ramsey/Washington Cable Commission - Franchise Renewal Timeline
(Revised October 2018)**

DATE	INFORMAL PROCESS	FORMAL PROCESS
October 2018-March 2019	Informal negotiations	Preparation for drafting/issuing of renewal RFP
March, 2019	Negotiations Update/recommendations as to whether to issue RFP (formal process), or continue negotiations; final document preparation begins if applicable	Negotiations Update/deadline for recommendations as to whether to issue RFP (formal process), or continue negotiations; issue renewal RFP no later than March 15, 2019 if applicable
April, 2019	Final Franchise documentation is complete and provided to Commission office	Issue RFP with return date of no later than April 15, 2019
May, 2019	Public hearing on proposed Franchise	
June, 2019	Commission approval of final Franchise to be recommended to municipalities	Decision made to preliminarily deny or accept proposal; recommendations for conduct of formal proceeding
July, 2019	Final Franchise provided to each municipality for approval and signing	
August, 2019	Existing Franchise with Comcast expires; existing payment arrangement could terminate at earliest on October 28, 2019	Hearing commences on formal process (90 days of prehearing discovery)
September, 2019		
November, 2019	Municipal approval of final Franchise is completed; approved Franchises for each municipality if forwarded to Comcast for signing	
December, 2019		Hearing completed; recommendations for final action on franchise submitted to municipalities

Agenda Information Memorandum
North St. Paul City Council
December 4, 2018

FROM THE OFFICE OF ADMINISTRATION

Agenda placement: Consent

Subject: Summary Ordinances 775 and 776 for Renewal of Gas Franchise with Xcel Energy

To: Honorable Mayor and City Council

Background/Facts:

At the November 20, 2018 meeting the City Council adopted Ordinances 775 and 776 renewing the gas franchise with Xcel Energy and setting the associated fees. The full ordinances were adopted but not the summary versions for publication in the local newspaper.

Recommendation: It is recommended the City Council adopt the two Ordinances in their summary forms for publication.

Attachments:

Ordinance No. 775 New Franchise Agreement Summary

Ordinance No. 776 Fees related to new Franchise Agreement Summary

Respectfully submitted,

CW by mm

Dr. Craig Waldron
City Manager

SUMMARY ORDINANCE NO. 775

**AN ORDINANCE GRANTING A NONEXCLUSIVE
GAS FRANCHISE TO NORTHERN STATES POWER COMPANY**

NOTICE IS HEREBY GIVEN that, on November 20, 2018, Ordinance No. 775 was adopted by the City Council of the City of North St. Paul, Minnesota.

NOTICE IF FURTHER GIVEN that, because of the lengthy nature of Ordinance No. 775, the following summary of the ordinance has been prepared for publication:

Ordinance No. **775** grants a nonexclusive gas franchise and sets for the terms thereof.

A printed copy of the entire Ordinance is available for inspection by any person during the City Clerk's regular office hours.

APPROVED for publication by the City Council of the City of North St. Paul, Minnesota, this 4th day of December, 2018.

CITY OF NORTH ST. PAUL

BY: _____
Michael Kuehn, Mayor

ATTEST:

Craig Waldron, City Manager

Summary published in Review: _____

SUMMARY ORDINANCE NO. 776

**AN ORDINANCE GRANTING A NONEXCLUSIVE
GAS FRANCHISE TO NORTHERN STATES POWER COMPANY**

NOTICE IS HEREBY GIVEN that, on November 20, 2018, Ordinance No. 776 was adopted by the City Council of the City of North St. Paul, Minnesota.

NOTICE IF FURTHER GIVEN that, because of the lengthy nature of Ordinance No. 776, the following summary of the ordinance has been prepared for publication:

Ordinance No. 776 sets the franchise fee for the Northern States Power Company Gas Franchise.

A printed copy of the entire Ordinance is available for inspection by any person during the City Clerk's regular office hours.

APPROVED for publication by the City Council of the City of North St. Paul, Minnesota, this 4th day of December, 2018.

CITY OF NORTH ST. PAUL

BY: _____
Michael Kuehn, Mayor

ATTEST:

Craig Waldron, City Manager

Summary published in Review: _____

Agenda Information Memorandum
North St. Paul City Council
November 29, 2018

FROM THE OFFICE OF THE FINANCE DEPARTMENT

Agenda placement: City Business

Subject: 2019 General Fund Budget Public Meeting.

To: Honorable Mayor and City Council

Background/Facts:

The City of North St. Paul follows an open, public process to review and adopt its annual budget. Although the state requirement for a truth-in-taxation hearing has changed over the years, the City of North St. Paul has always welcomed and encouraged public input on its discussion regarding city services, its budget and property taxes. The City Council began its public budget discussions in June, followed by public budget workshops in June, July, August, September, and November, as well as a public City Council meeting to adopt a preliminary levy in September where the Council opened the floor for feedback.

The purpose of this meeting tonight is to provide another opportunity for public input regarding the proposed budget and levies, to make any amendments should they arise due to those comments, and to adopt the final 2019 budget and associated tax levies, which must be certified to Ramsey County by December 28th, and file the certification of compliance with the Department of revenue by then as well. If substantial changes are needed based on feedback this evening, adoption may be delayed until the Council's December 18th meeting.

Recommendation: It is recommended the City Council host a public meeting and receive public comment on proposed budget and levies.

Attachments:

Proposed 2019 Budget Presentation

Respectfully submitted,

/s/ JD by mm

Jeanne Day
Finance Director

APPROVED FOR AGENDA ENCLOSURE:

/s/ CW by mm

Dr. Craig Waldron
City Manager



2019 BUDGET

December 4, 2018

Overview



2019 Budget

- Tonight

- Overview of Market Value Estimates
- Discuss updated General Fund budget & levy
- Review property tax estimates
- HRA & EDA budgets & levies
- Utility budgets & rates
- Household impact
- COLA & Insurance Contributions



2019 Market Value Estimates

Median Estimate Market Values

- \$920,680,100 increase of \$58,956,100 or 6.84% better than Countywide increase of 6.81%
- Residential
 - From \$172,800 to \$185,200
 - 7.2% less than Countywide average of 7.4% and better than St. Paul average of 7.1%
- Apartments
 - From \$418,100 to \$494,700
 - 18.3% better than Countywide average of 14.2% and St. Paul average of 15.0%
- Commercial
 - From \$421,100 to \$450,000
 - 6.86% Increase better than Countywide average of 5.89% and St. Paul average of 6.15%

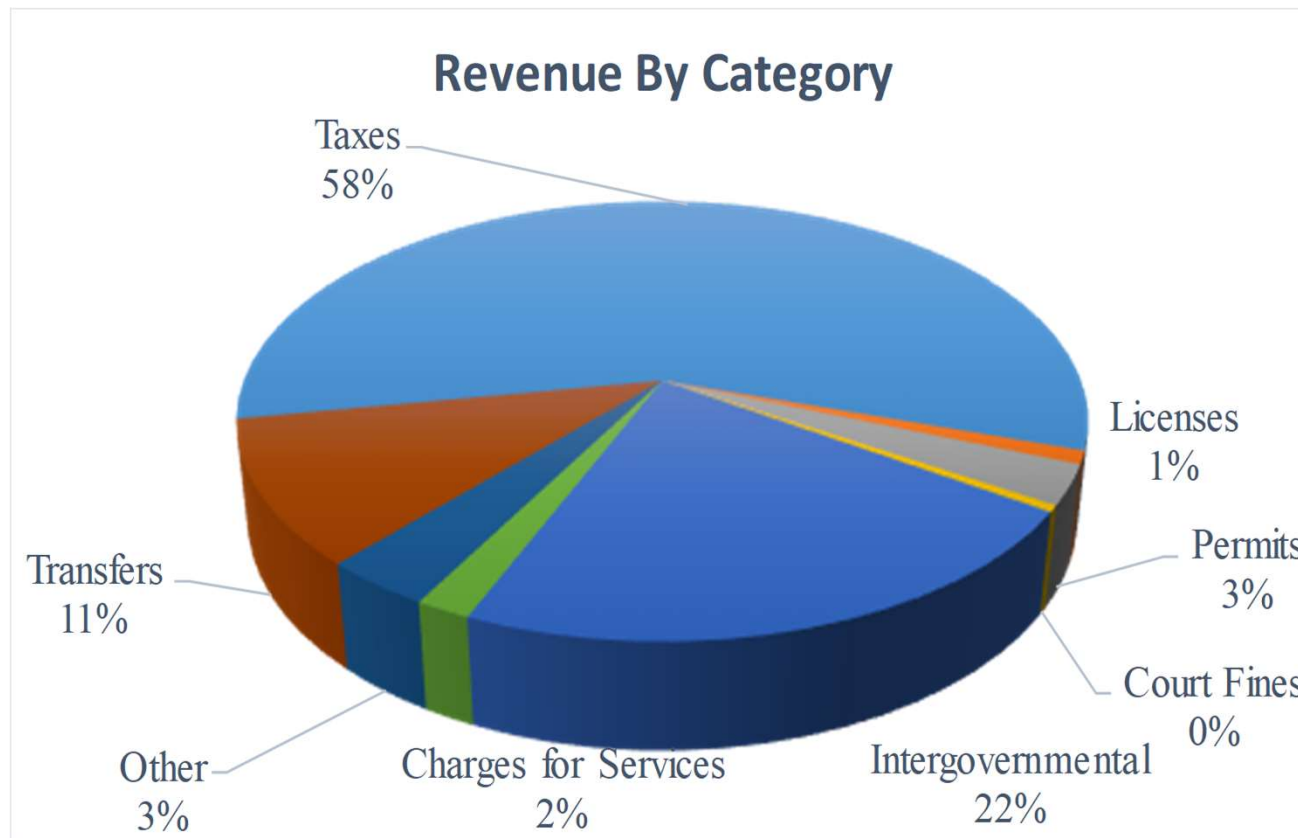


GENERAL FUND

BUDGET & LEVY

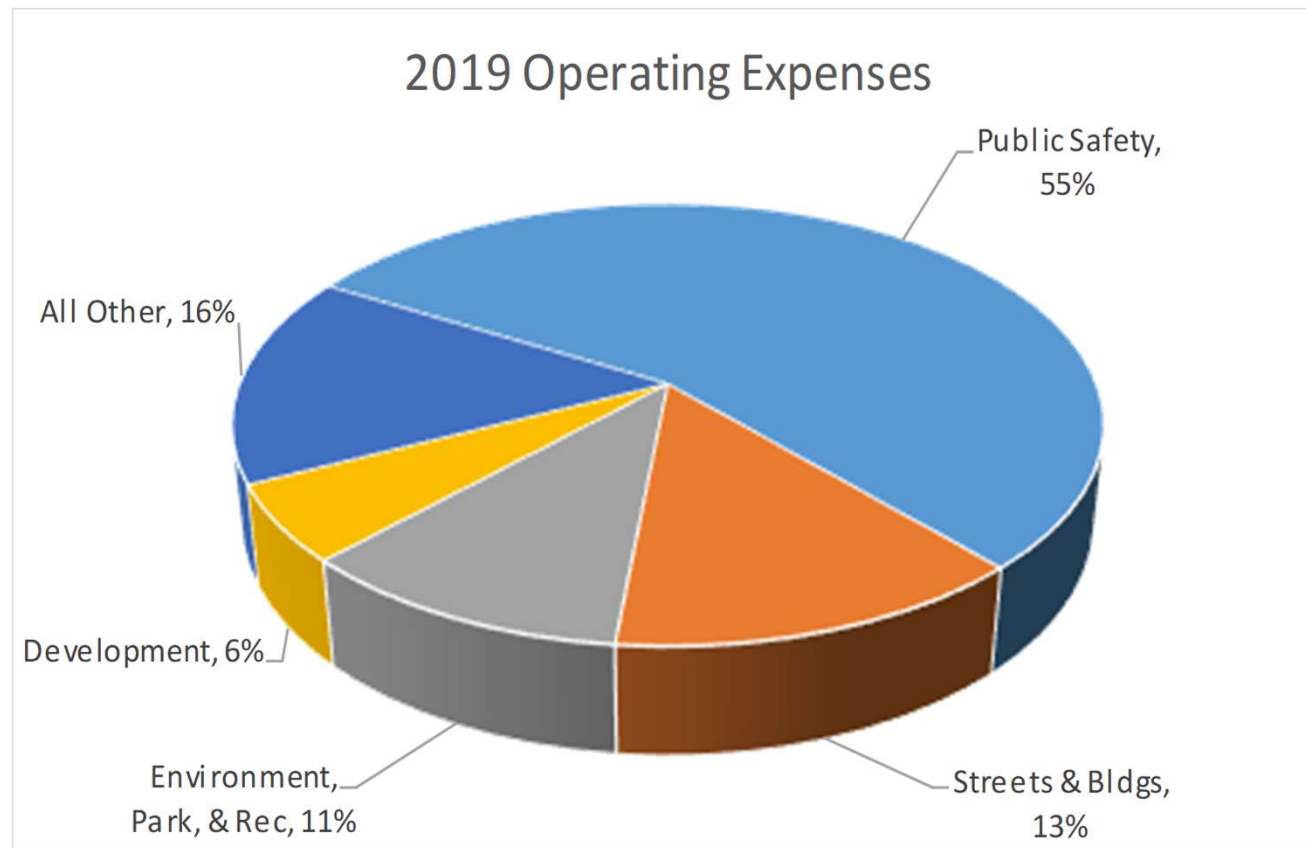


2019 General Fund Budget & Levy





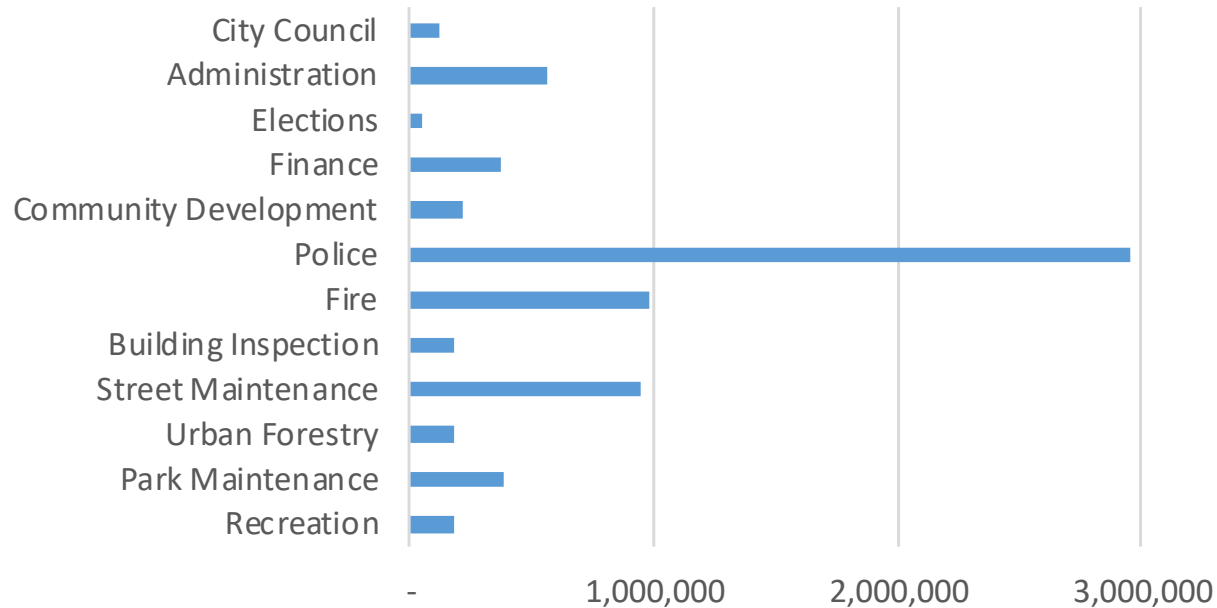
2019 General Fund Budget & Levy





2019 General Fund Budget & Levy

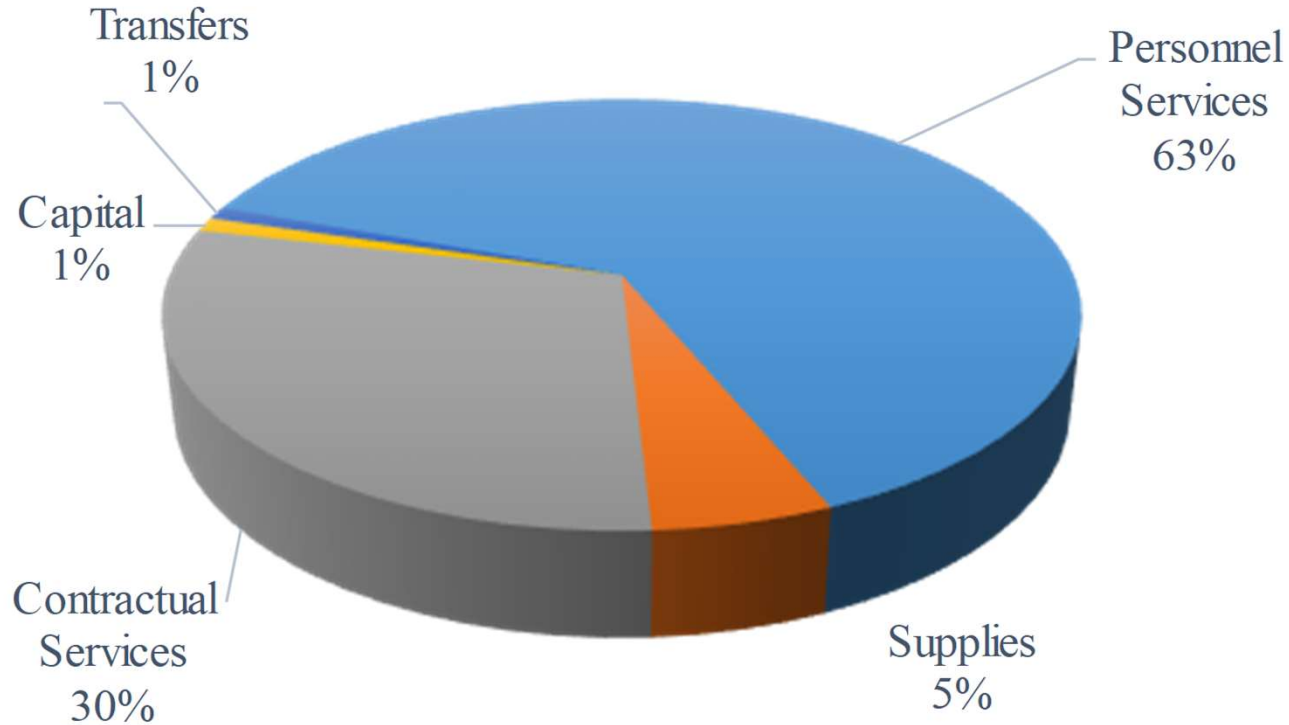
Expenditures By Department





2019 General Fund Budget & Levy

Expenditures by Category





2018 Budget & Levy

- Discuss Updated Budget & Levy

- General Fund Budget, Operating Levy

- Original draft budget reviewed July 17 ▲ \$983,521 (14.39%); levy ▲ \$992,583 (29.89%)
 - Preliminary Levy September 4 ▲ \$703,656 (10.3%); levy ▲ \$498,126 (15.00%)
 - Final Draft Budget after additional changes from workshop \$6,843,543
 - ▲ \$320,958 (4.70%); levy ▲ \$292,517 (8.81%)

- Debt Service Levy

- \$1,616,791, \$94,072 or 6.18% Increase (\$243,325 for 2018 Bond Issue)



2019 Budget & Levy

- Review Property Tax Estimates-Residential
 - Resulting Fiscal Year 2019 estimated tax rate of .48281 (13.7% increase)
 - Fiscal Year 2018 tax rate of .42465
 - Single-family tax estimate (City tax only)
 - Median value increase of 7.18%

	2018 CITY	2019 CITY	2019 Increase
Median Value	\$172,800	\$185,200	\$12,400
MVE	\$151,112	\$164,628	\$13,516
Tax Capacity	\$1,511	\$1,646	\$135.16
Annual City	\$641.66	\$795.60	\$153.94
Monthly City	\$53.47	\$66.30	\$12.83



2019 Budget & Levy

- Review Property Tax Estimates-Commercial
 - Resulting Fiscal Year estimated 2019 tax rate = .48281 (15.32% increase)
 - Fiscal Year 2018 tax rate = . 42465
 - Commercial tax estimate (City tax only)
 - Median value increase of 6.86%

	2018 CITY	2019 CITY	2019 Increase
Median Value	\$421,100	\$450,000	\$29,800
Tax Capacity	\$7,672	\$8,250	\$1,596
Annual City	\$3,258	\$3,987	\$1,201
Monthly City	\$271	\$332	\$61



HRA & EDA



2019 HRA & EDA Budget & Levy

- HRA & EDA budgets, levies

- Propose to set at statutory maximum

- HRA maximum levy for 2019 (est.) = \$159,419, 4.85% increase
 - Budget of \$465,319 (2.96% Increase) for
 - Student Built Housing
 - Home Improvement & Emergency Loan Programs (8 loans to date)
 - Aging in Place Program (5 participants to date)
 - Future Land Acquisitions & Residential Development on larger scale
 - Staff Wages & Associated Expenses
 - EDA maximum levy for 2019 (est.) = \$156,231, 4.85% increase
 - Budget of \$83,623 (43.88% decrease) for
 - Small projects with immediate impact on community
 - Staff Wages & Associated Expenses



UTILITIES



2019 Electric Budget & Rates

- Electric Budget & Rates

- Budget of \$9,835,500 or 0.04% Decrease
 - Surplus of \$312,120 for future working capital
- Rate Increase of 0.0%
- Impact on Average Household \$0.00 per Month



2019 Water Budget & Rates

- Water Budget & Rates
 - \$1,741,000 Revenue
 - \$1,582,489 Expenses, 4.39% increase
 - Surplus of \$158,511 build working capital for water tower 2022
- Rate Increase of 5.0% (2018-2022)
- Impact on Average Household \$1.52 per Month



2019 Waste Water Budget & Rates

- Waste Water Budget & Rates
 - \$2,129,000 Revenue
 - \$2,455,186 Expenses, 11.86% increase
 - Shortfall of \$326,186 (3 lift stations front loaded bonding 3 years)
- Rate Increase of 6.5% (2018-2023)
- Impact on Average Household \$3.15 per Month



2019 Surface Water Budget & Rates

- Surface Water Budget & Rates
 - Balanced Budget of \$802,581 or 3.68% Increase
 - Rate Increase of 8.5% (annually)
 - Impact on Average Household \$0.83 per Month



2019 Solid Waste Budget & Rates

- Solid Waste Budget & Rates (32 Gallon)

- \$1,189,845 Revenue
- \$1,249,749 Expenses, 3.86%
- Shortfall of \$59,904

- 32 gallon trash container

- Rate Increase of 2.0%

- Recycling

- Rate Increase of 3.7%

- Bulk Pickup

- Rate Increase of 3.0%

- Impact on Average Household \$0.67 per Month



2019 Fiber Optic Budget & Rates

- Fiber Optic Budget & Rates
 - \$139,560 Revenue
 - \$136,241 Expenses, 0.23% increase
 - Surplus of \$3,319
- Rate are all established through multi year contracts
- City charges for fiber usage



2019 Average Home Increase

	2018 Monthly Cost	2019 Monthly Cost	2019 Monthly Increase
Electric	\$70.73	\$70.73	\$0.00
Water	\$30.33	\$31.85	\$1.52
Waste Water	\$48.39	\$51.54	\$3.15
Surface Water	\$9.73	\$10.56	\$0.83
Solid Waste	\$35.73	\$36.40	\$0.67
Total	\$194.91	\$201.08	\$6.17



TRUTH-IN-TAXATION

PUBLIC INPUT

Agenda Information Memorandum
North St. Paul City Council
November 29, 2018

FROM THE OFFICE OF THE FINANCE DEPARTMENT

Agenda placement: City Business

Subject: 2019 Final General Fund Budget and Tax Levies.

To: Honorable Mayor and City Council

Background/Facts:

After our first three budget workshops on June 19th, July 17th, July 23rd, and September 4th. The original department requested budget was a \$992,583 levy increase or 29.892%. Following the next two budget workshops Council requested adjustments netting a decrease of \$234,498 totaling a \$673,099, or 20.27% levy increase. At the August 21st workshop the Council recommended several changes to reduce the levy increase to 15%, or \$498,126 increase, totaling \$3,818,767. Council has since requested the levy be reduced even further. Staff was pleased to propose the attached budget at the November 20th budget workshop which reflects an 8.81% levy increase (\$3,613,158) and an overall 4.7% budget increase of \$320,958, totaling \$7,154,826. This includes these changes discussed previously: Partial 2018 staffing changes are made whole in the preliminary budget, and 2019 requested staffing changes are reflected at partial year starts to stagger the impact on the 2019 preliminary budget. Projections are made for COLA, insurance and other benefits. As well as the additional changes discussed with you by the City Manager, staffing changes, (i.e. City Manager, Building Official, etc., AFSCME Contract changes for 2018, health plan rates & contribution, and the compensation study) training & dues reductions in Administration, Building Inspections, & Finance, Supply reductions in Building Inspections & Fire, as well as a reduction in street maintenance transfer and park maintenance. All union contracts expire December 31, 2018.

It is presented that the debt service levy will increase approximately \$94,072, totaling \$1,616,791. Approximately \$149,253 is coming off the levy and estimates for the 2018 bond issue are coming in at \$231,977. This is \$11,528 higher than the projected estimate now that the award of the sale of the 2018 GO Bonds for the 2018 Street Project has been completed. It is presumed that the Council is to waive the levy for the 2016 GO Abatement Bonds for the Casey Lake Pavilion totaling \$83,682 and will utilize LGA dollars for that debt service. Annually, \$65,000 is from the Park Fund allocation and \$15,000 is from the LGA Fund directly.

Recommendation: It is recommended the City Council adopt the final 2019 General Fund Budget and Set the Final 2019 General Purpose & Debt Service levies.

Attachments:

Resolution Adopting Final 2019 General Fund Budget & Setting Final 2019 General Purpose Tax & Debt Service Levies
2019 General Fund Budget

Respectfully submitted,

Jeanne Day
Finance Director

APPROVED FOR AGENDA ENCLOSURE:

Dr. Craig Waldron
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2018-XXX

**RESOLUTION ADOPTING FINAL 2019 GENERAL FUND BUDGET
& SETTING THE FINAL 2019 GENERAL PURPOSE & DEBT SERVICE LEVIES**

WHEREAS THE CITY OF NORTH ST. PAUL, MINNESOTA (“City”) is required by Minnesota Statute §275.065 to adopt a final General Fund budget and to certify to Ramsey County (“County”) a proposed tax levy on or before December 30 of each year; and,

WHEREAS, the City Council (“Council”) has reviewed and established a final General Fund budget and subsequent property tax levy for Fiscal Year 2019 in the amount of \$7,154,826.

WHEREAS, the Council has determined a general property tax levy of \$3,613,158 collectible in 2019, upon taxable property in the City; and,

WHEREAS, the Council has determined a debt service levy of \$1,616,791 collectible in 2019, upon taxable property in the City. The Council has determined to waive the right to levy for the GO Abatement Bonds of \$83,682, and will finance internally.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, the following final 2019 General Fund budget and general purpose and debt service tax levies are hereby adopted:

1. Total 2019 General Fund Budget: \$7,154,826.
2. Total 2019 tax levy of \$5,229,949, which is comprised of a general purpose tax levy of \$3,613,158 and debt service levy of \$1,616,791.

ADOPTED this 4th day of December, 2018.

Motion by
Second by

Voting: Aye:
 Nay:
 Abstain:
 Absent:

Michael R. Kuehn, Mayor

Attest:

Dr. Craig Waldron, City Manager

001-GENERAL FUND

REVENUES		((------ 2018 -----) (------ 2019 -----))									
		2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
		ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>TAXES</u>											
001-3011	CURRENT PROPERTY TAX	2,403,589	2,829,136	3,024,755	3,320,641	1,748,948	0	4,260,900	3,613,158	292,517	8.81
001-3012	DELINQUENT PROPERTY TAX	33,872	30,077	31,293	0	14,199	0	0	0	0	0.00
001-3019	ELECTRIC FRANCHISE	375,224	346,059	368,484	343,200	0	0	363,256	363,256	20,056	5.84
001-3020	GAS FRANCHISE	109,676	83,298	90,270	90,000	72,807	0	90,000	90,000	0	0.00
001-3030	CABLE FRANCHISE	<u>78,929</u>	<u>115,010</u>	<u>72,424</u>	<u>73,000</u>	<u>84,489</u>	<u>0</u>	<u>70,000</u>	<u>70,000</u>	<u>(3,000)</u>	<u>4.11-</u>
TOTAL TAXES		3,001,290	3,403,580	3,587,226	3,826,841	1,920,444	0	4,784,156	4,136,414	309,573	8.09
<u>SPEC ASSESSMENT TAXES</u>											
001-3111	S/A CURRENT	2,006	1,111	421	0	571	0	0	0	0	0.00
001-3112	S/A DELINQUENT	290	128	447	0	0	0	0	0	0	0.00
001-3113	S/A INTEREST	<u>120</u>	<u>30</u>	<u>141</u>	<u>0</u>	<u>9</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL SPEC ASSESSMENT TAXES		2,416	1,269	1,008	0	580	0	0	0	0	0.00
<u>LICENSES</u>											
001-3201	LIQUOR LICENSE	42,250	42,250	42,050	42,250	44,558	0	42,000	42,000	(250)	0.59-
001-3203	CIGARETTE LICENSE	1,800	2,100	2,700	2,000	1,200	0	2,500	2,500	500	25.00
001-3207	CONTRACTOR LICENSE	10,392	9,782	15,730	11,000	11,580	0	11,000	11,000	0	0.00
001-3208	GARBAGE LICENSE	2,800	1,400	3,520	5,000	3,080	0	3,000	3,000	(2,000)	40.00-
001-3290	MISC LICENSE	<u>14,392</u>	<u>13,894</u>	<u>10,583</u>	<u>12,000</u>	<u>16,061</u>	<u>0</u>	<u>10,000</u>	<u>10,000</u>	<u>(2,000)</u>	<u>16.67-</u>
TOTAL LICENSES		71,634	69,425	74,583	72,250	76,479	0	68,500	68,500	(3,750)	5.19-
<u>PERMITS</u>											
001-3301	BUILDING PERMIT	89,609	133,651	132,280	90,000	167,172	0	120,000	120,000	30,000	33.33
001-3302	ELECTRIC INSPECTION	11,396	11,807	15,519	13,000	14,387	0	13,000	13,000	0	0.00
001-3303	HEATING/AIR COND PERMIT	20,154	18,055	18,013	22,000	27,121	0	22,000	22,000	0	0.00
001-3304	PLUMBING PERMIT	10,399	11,025	13,594	9,000	9,376	0	9,000	9,000	0	0.00
001-3306	ANIMAL LICENSE	4,733	2,949	7,649	3,000	5,691	0	3,000	3,000	0	0.00
001-3308	RENTAL FEE/INSPECTION	32,703	26,805	39,577	40,000	31,820	0	40,000	40,000	0	0.00
001-3390	MISC PERMITS	<u>904</u>	<u>1,986</u>	<u>1,501</u>	<u>500</u>	<u>8,028</u>	<u>0</u>	<u>500</u>	<u>500</u>	<u>0</u>	<u>0.00</u>
TOTAL PERMITS		169,898	206,279	228,133	177,500	263,595	0	207,500	207,500	30,000	16.90
<u>COURT FINES</u>											
001-3401	COURT FINES	<u>49,522</u>	<u>34,824</u>	<u>37,032</u>	<u>34,000</u>	<u>34,464</u>	<u>0</u>	<u>33,600</u>	<u>33,600</u>	<u>(400)</u>	<u>1.18-</u>
TOTAL COURT FINES		49,522	34,824	37,032	34,000	34,464	0	33,600	33,600	(400)	1.18-
<u>INTERGOVERNMENTAL</u>											
001-3508	FEDERAL GRANTS-FEMA	6,162	6,411	0	0	168,183	0	0	0	0	0.00
001-3522	STATE GRANTS	27,075	92,782	10,458	0	21,958	0	0	0	0	0.00
001-3523	STATE LGA	1,363,726	1,289,270	1,289,749	1,290,351	395,176	0	1,250,732	1,290,351	0	0.00
001-3527	FIRE AID	62,220	59,125	60,121	62,000	64,764	0	60,000	60,000	(2,000)	3.23-
001-3534	COUNTY FIRE TRAINING REIMB.	4,842	5,780	18,271	5,000	6,131	0	5,000	5,000	0	0.00
001-3536	LIASON OFFICER	54,167	75,833	65,000	65,000	32,500	0	65,000	65,000	0	0.00
001-3537	POLICE AID	111,658	129,722	141,355	120,000	139,202	0	127,500	127,500	7,500	6.25
001-3538	PERA AID	12,252	12,251	12,251	12,251	6,126	0	12,251	12,251	0	0.00
001-3541	OTHER GRANTS	4,836	25,432	22,345	0	37,923	0	0	0	0	0.00

001-GENERAL FUND

REVENUES		(----- 2018 -----) (----- 2019 -----)									
		2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET	PROPOSED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE
001-3543	ISD 622 COMMUNITY SCHOOL	0	13,823	28,367	10,000	7,458	0	10,000	10,000	0	0.00
TOTAL INTERGOVERNMENTAL		1,646,938	1,710,430	1,647,916	1,564,602	879,419	0	1,530,483	1,570,102	5,500	0.35
CHARGES											
001-3615	ADMINISTRATION CHARGES	10,013	9,815	12,031	14,000	14,247	0	12,000	12,000	(2,000)	14.29-
001-3615-001-00	ANNUAL NORTH ST PAUL HOME/GARD	5	2	22	0	20	0	0	0	0	0.00
001-3616	SEARCHES	4,735	4,535	3,900	4,000	4,830	0	4,000	4,000	0	0.00
001-3617	OVER/UNDER MISC REVENUE	910	7	0	0	0	0	0	0	0	0.00
001-3620	FIRE DEPT KEY BOXES	0	150	0	0	0	0	0	0	0	0.00
001-3624	SIDEWALK SNOW REMOVAL	10,696	5,941	10,510	12,500	14,720	0	11,000	11,000	(1,500)	12.00-
001-3643	RECREATION - OUTSIDE PROGRAMS	31,734	35,339	19,290	15,000	20,608	0	18,850	16,734	1,734	11.56
001-3643-702	RECREATION - TINKERGARTEN	0	0	0	0	120	0	0	0	0	0.00
001-3646	COMM CTR - RENTAL	150,000	116,871	150,000	84,410	100,000	0	84,410	84,410	0	0.00
TOTAL CHARGES		208,093	172,660	195,753	129,910	154,545	0	130,260	128,144	(1,766)	1.36-
OTHER CHARGES											
001-3800	MARKET VALUE ADJUSTMENT	175	(11,438)	(4,408)	0	(11,089)	0	0	0	0	0.00
001-3801	INVESTMENT INCOME	20,716	25,103	13,450	15,000	9,366	0	9,000	9,000	(6,000)	40.00-
001-3803-001-00	DONATION - FIRE DEPARTMENT	540	14,500	500	0	8,785	0	0	0	0	0.00
001-3804	SALE OF GOODS & PROPERTY	1,048	0	1,084	0	762	0	0	0	0	0.00
001-3807	DONATIONS - PD	250	250	0	0	0	0	0	0	0	0.00
001-3809	CHARGES FOR SERVICES	0	6,119	5,656	6,000	843	0	6,000	6,000	0	0.00
001-3813	ANTENNA INCOME	198,092	200,648	206,243	220,965	208,138	0	228,822	228,822	7,857	3.56
001-3854	PENALTY	0	4,294	0	0	0	0	0	0	0	0.00
001-3865	REFUNDS & REIMBURSEMENTS	4,578	17,664	75,776	5,000	49,524	0	5,000	5,000	0	0.00
001-3895	NSF CHECK FEE	120	0	0	0	30	0	0	0	0	0.00
001-3899	MISCELLEANEOUS REVENUE (NT)	17,607	5,688	5,665	5,000	2,676	0	5,000	5,000	0	0.00
TOTAL OTHER CHARGES		243,126	262,828	303,965	251,965	269,036	0	253,822	253,822	1,857	0.74
TRANSFERS											
001-3900	TAXABLE MISC. REVENUE	0	156	424	0	586	0	0	0	0	0.00
001-3992	TRANSFER FROM OTHER FUNDS	1,479,000	1,528,450	1,076,800	776,800	776,800	0	756,744	756,744	(20,056)	2.58-
TOTAL TRANSFERS		1,479,000	1,528,606	1,077,224	776,800	777,386	0	756,744	756,744	(20,056)	2.58-
TOTAL REVENUES											
		6,871,916	7,389,900	7,152,841	6,833,868	4,375,947	0	7,765,065	7,154,826	320,958	4.70

001-GENERAL FUND
NON-DEPARTMENTAL
EXPENDITURES

	2018				2019					
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>SUPPLIES</u>										
<u>CONTRACTUAL SERVICES</u>										
<u>CAPITAL</u>										
<u>TRANSFERS</u>										
001-4-00-4992-000 TRANSFER TO OTHER FUNDS	<u>226,620</u>	<u>439,422</u>	<u>190,827</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL TRANSFERS	226,620	439,422	190,827	0	0	0	0	0	0	0.00
TOTAL NON-DEPARTMENTAL	226,620	439,422	190,827	0	0	0	0	0	0	0.00

001-GENERAL FUND
CITY COUNCIL
EXPENDITURES

	(------ 2018 -----) (------ 2019 -----)									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>PERSONNEL SERVICES</u>										
001-4-11-4020-000 PART-TIME SALARIES	29,208	29,425	28,383	28,429	25,987	0	28,436	28,436	7	0.02
001-4-11-4031-000 PERA CONTRIBUTION	1,309	1,390	1,390	1,314	1,339	0	1,314	1,314	0	0.00
001-4-11-4032-000 FICA CONTRIBUTION	1,694	1,817	1,767	1,763	1,611	0	1,763	1,763	0	0.00
001-4-11-4033-000 MEDICARE CONTRIBUTION	396	425	413	412	377	0	412	412	0	0.00
001-4-11-4050-000 WORKERS COMPENSATION INSURAN	61	147	88	112	104	0	130	130	18	16.07
001-4-11-4055-000 CITY VOLUNTEER INSURANCE	<u>0</u>	<u>0</u>	<u>0</u>	<u>873</u>	<u>0</u>	<u>0</u>	<u>873</u>	<u>873</u>	<u>0</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES	32,668	33,204	32,042	32,903	29,419	0	32,928	32,928	25	0.08
 <u>SUPPLIES</u>										
001-4-11-4110-000 OFFICE SUPPLIES	0	103	86	0	104	0	100	100	100	0.00
001-4-11-4240-000 UNIFORMS	<u>25</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL SUPPLIES	25	103	86	0	104	0	100	100	100	0.00
 <u>CONTRACTUAL SERVICES</u>										
001-4-11-4300-000 GENERAL CONTRACT/CONSULTING	22	1,134	18,530	1,000	0	0	8,600	8,600	7,600	760.00
001-4-11-4301-000 FINANCIAL SERVICES	16,263	20,262	19,565	16,000	17,893	0	16,000	16,000	0	0.00
001-4-11-4302-000 LEGAL SERVICES	0	0	0	9,000	12,059	0	9,000	9,000	0	0.00
001-4-11-4304-000 ENGINEERING SERVICES	0	0	0	0	11,800	0	0	0	0	0.00
001-4-11-4305-000 SOFTWARE & TECHNOLOGY SERVIC	5,388	5,388	6,197	15,646	6,115	0	14,643	14,643	(1,003)	6.41-
001-4-11-4330-000 POSTAGE	0	151	0	0	0	0	0	0	0	0.00
001-4-11-4340-000 PRINTING & BINDING	154	309	76	0	0	0	3,450	0	0	0.00
001-4-11-4360-000 DUES & SUBSCRIPTIONS	14,343	11,615	20,182	19,858	20,629	0	21,000	19,858	0	0.00
001-4-11-4370-000 TRAINING & TRAVEL	1,811	361	946	1,200	757	0	1,200	1,200	0	0.00
001-4-11-4380-000 TRAVEL/MILEAGE	1,053	0	0	0	0	0	0	0	0	0.00
001-4-11-4390-000 ADVERTISING & LEGAL NOTICES	11,568	6,682	2,655	2,500	210	0	2,500	2,500	0	0.00
001-4-11-4410-000 PROPERTY INSURANCE	0	0	0	2,217	151	0	2,217	2,217	0	0.01
001-4-11-4540-000 FIBER SERVICE	0	0	0	0	0	0	1,004	1,004	1,004	0.00
001-4-11-4550-000 BUILDING MAINTENANCE	0	0	0	7,646	7,646	0	9,390	9,390	1,744	22.81
001-4-11-4620-000 AWARDS & INDEMNITIES	0	0	3,780	1,200	3,143	0	2,150	2,150	950	79.17
001-4-11-4630-000 MISCELLANEOUS	<u>650</u>	<u>497</u>	<u>711</u>	<u>0</u>	<u>23</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	51,251	46,398	72,641	76,267	80,426	0	91,154	86,562	10,295	13.50
 <u>CAPITAL</u>										
001-4-11-4705-000 OFFICE EQUIPMENT	<u>0</u>	<u>0</u>	<u>6,632</u>	<u>0</u>	<u>6,110</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CAPITAL	0	0	6,632	0	6,110	0	0	0	0	0.00
 <u>TRANSFERS</u>										
001-4-11-4920-000 OTHER OPERATING TRANSFERS	<u>1,750</u>	<u>16,649</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL TRANSFERS	1,750	16,649	0	0	0	0	0	0	0	0.00
TOTAL CITY COUNCIL	85,694	96,354	111,401	109,170	116,060	0	124,182	119,590	10,420	9.54

001-GENERAL FUND
ADMINISTRATION
EXPENDITURES

	2018				2019					
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>PERSONNEL SERVICES</u>										
001-4-12-4010-000 FULL-TIME SALARIES	232,162	223,503	238,984	211,744	156,439	0	191,760	235,424	23,680	11.18
001-4-12-4011-000 OVERTIME SALARIES	0	1,852	700	1,500	1,763	0	1,500	1,500	0	0.00
001-4-12-4020-000 PART-TIME SALARIES	26,923	50,923	53,828	53,074	94,410	0	54,634	54,897	1,823	3.43
001-4-12-4021-000 INTERSHIPS	0	12,839	143	0	0	0	0	0	0	0.00
001-4-12-4030-000 DEFERRED COMPENSATION	4,812	5,087	5,824	5,459	5,879	0	3,918	7,668	2,209	40.46
001-4-12-4031-000 PERA CONTRIBUTION	18,740	20,644	20,304	19,862	14,063	0	18,480	21,774	1,912	9.63
001-4-12-4032-000 FICA CONTRIBUTION	15,168	18,001	17,902	16,511	16,213	0	15,369	18,093	1,582	9.58
001-4-12-4033-000 MEDICARE CONTRIBUTION	3,547	4,210	4,304	3,862	3,792	0	3,594	4,231	369	9.55
001-4-12-4037-000 EDUCATIONAL ASSISTANCE CONTR	0	0	0	12,000	0	0	12,000	12,000	0	0.00
001-4-12-4040-000 HEALTH INSURANCE	37,778	30,956	34,711	22,747	23,851	0	23,476	34,013	11,266	49.53
001-4-12-4050-000 WORKERS COMPENSATION INSURAN	3,265	3,109	1,703	2,511	2,286	0	2,256	2,656	145	5.76
001-4-12-4060-000 UNEMPLOYMENT CLAIMS	<u>0</u>	<u>0</u>	<u>0</u>	<u>(359)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>359</u>	<u>100.00-</u>
TOTAL PERSONNEL SERVICES	342,395	371,124	378,403	348,912	318,695	0	326,987	392,256	43,344	12.42
 <u>SUPPLIES</u>										
001-4-12-4110-000 OFFICE SUPPLIES	1,261	1,638	554	1,600	270	0	1,600	1,600	0	0.00
001-4-12-4120-000 OPERATING SUPPLIES	210	548	182	400	0	0	400	400	0	0.00
001-4-12-4170-000 BOOKS	53	0	0	0	0	0	0	0	0	0.00
001-4-12-4240-000 UNIFORMS	<u>4,401</u>	<u>683</u>	<u>27</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL SUPPLIES	5,925	2,869	763	2,000	270	0	2,000	2,000	0	0.00
 <u>CONTRACTUAL SERVICES</u>										
001-4-12-4300-000 GENERAL CONTRACT/CONSULTING	10,522	20,779	14,046	300	12,671	0	3,000	0	(300)	100.00-
001-4-12-4302-000 LEGAL SERVICES	0	0	4,374	55,000	55,348	0	55,000	55,000	0	0.00
001-4-12-4305-000 SOFTWARE & TECHNOLOGY SERVICE	26,843	5,618	5,896	15,608	7,910	0	38,302	18,652	3,044	19.50
001-4-12-4310-000 GENERAL SERVICE FEES	1,043	0	0	0	0	0	0	0	0	0.00
001-4-12-4320-000 COMMUNICATIONS DEVICES	1,617	993	929	432	1,238	0	780	780	348	80.56
001-4-12-4330-000 POSTAGE	0	1,089	1,324	872	692	0	872	872	0	0.00
001-4-12-4340-000 PRINTING & BINDING	23,448	44,383	44,102	12,060	11,108	0	12,060	12,060	0	0.00
001-4-12-4360-000 DUES & SUBSCRIPTIONS	2,129	1,433	1,945	3,160	1,965	0	2,320	2,320	(840)	26.58-
001-4-12-4370-000 TRAINING & TRAVEL	7,569	13,415	12,605	9,482	2,811	0	14,454	10,804	1,322	13.94
001-4-12-4380-000 TRAVEL/MILEAGE	26	0	0	0	0	0	0	0	0	0.00
001-4-12-4390-000 ADVERTISING & LEGAL NOTICES	284	370	443	0	132	0	495	495	495	0.00
001-4-12-4400-000 GENERAL LIABILITY INSURANCE	0	0	0	42,383	0	0	42,383	42,383	0	0.00
001-4-12-4410-000 PROPERTY INSURANCE	0	0	0	1,930	1,895	0	1,930	1,930	(0)	0.02-
001-4-12-4540-000 FIBER SERVICE	0	0	0	0	0	0	12,973	12,973	12,973	0.00
001-4-12-4550-000 BUILDING MAINTENANCE	0	0	0	6,657	6,657	0	8,173	8,173	1,516	22.77
001-4-12-4570-000 EQUIPMENT RENTAL	0	350	0	0	0	0	0	3,800	3,800	0.00
001-4-12-4620-000 AWARDS & INDEMNITIES	2,618	2,156	2,715	2,500	156	0	1,910	1,910	(590)	23.60-
001-4-12-4630-000 MISCELLANEOUS	<u>7,492</u>	<u>3,836</u>	<u>2,160</u>	<u>0</u>	<u>1,174</u>	<u>0</u>	<u>1,200</u>	<u>300</u>	<u>300</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	83,589	94,421	90,540	150,384	103,756	0	195,852	172,452	22,068	14.67

001-GENERAL FUND
ADMINISTRATION
EXPENDITURES

EXPENDITURES	2015	2016	2017	2018		2019				
	ACTUAL	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET	PROPOSED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE
<u>CAPITAL</u>										
001-4-12-4705-000 OFFICE EQUIPMENT	<u>10,154</u>	<u>0</u>	<u>318</u>	<u>0</u>	<u>1,222</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CAPITAL	10,154	0	318	0	1,222	0	0	0	0	0.00
<u>TRANSFERS</u>										
001-4-12-4920-000 OTHER OPERATING TRANSFERS	<u>1,550</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL TRANSFERS	1,550	0	0	0	0	0	0	0	0	0.00
TOTAL ADMINISTRATION	443,612	468,414	470,024	501,296	423,943	0	524,839	566,708	65,412	13.05

CITY OF NORTH ST. PAUL
PROPOSED BUDGET
AS OF: NOVEMBER 29TH, 2018

001-GENERAL FUND
ELECTIONS
EXPENDITURES

	----- 2018 -----							----- 2019 -----		
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>PERSONNEL SERVICES</u>										
001-4-14-4010-000 FULL-TIME SALARIES	0	6,557	0	0	1,767	0	14,587	16,760	16,760	0.00
001-4-14-4011-000 OVERTIME SALARIES	0	623	0	0	0	0	0	0	0	0.00
001-4-14-4030-000 DEFERRED COMPENSATION	0	0	0	0	0	0	437	437	437	0.00
001-4-14-4031-000 PERA CONTRIBUTION	0	316	0	0	0	0	1,094	1,257	1,257	0.00
001-4-14-4032-000 FICA CONTRIBUTION	0	271	0	0	0	0	904	1,039	1,039	0.00
001-4-14-4033-000 MEDICARE CONTRIBUTION	0	63	0	0	0	0	212	243	243	0.00
001-4-14-4040-000 HEALTH INSURANCE	3	0	0	0	0	0	3,034	3,074	3,074	0.00
001-4-14-4050-000 WORKERS COMPENSATION INSURAN	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>133</u>	<u>153</u>	<u>153</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES	3	7,830	0	0	1,767	0	20,401	22,963	22,963	0.00
 <u>SUPPLIES</u>										
001-4-14-4120-000 OPERATING SUPPLIES	<u>854</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL SUPPLIES	854	0	0	0	0	0	0	0	0	0.00
 <u>CONTRACTUAL SERVICES</u>										
001-4-14-4300-000 GENERAL CONTRACT/CONSULTING	0	72,828	37,188	21,250	20,127	0	21,500	21,500	250	1.18
001-4-14-4305-000 SOFTWARE & TECHNOLOGY SERVIC	0	0	3,340	3,500	0	0	3,500	3,500	0	0.00
001-4-14-4370-000 TRAINING & TRAVEL	<u>25</u>	<u>95</u>	<u>0</u>	<u>125</u>	<u>444</u>	<u>0</u>	<u>125</u>	<u>125</u>	<u>0</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	25	72,924	40,527	24,875	20,570	0	25,125	25,125	250	1.01
 <u>CAPITAL</u>										
TOTAL ELECTIONS	882	80,753	40,527	24,875	22,337	0	45,526	48,088	23,213	93.32

001-GENERAL FUND
CENTRAL SERVICES
EXPENDITURES

	2018					2019						
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT		
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE		
<u>PERSONNEL SERVICES</u>												
001-4-15-4010-000 FULL-TIME SALARIES	53,129	27,150	51,502	0	0	0	0	0	0	0.00		
001-4-15-4011-000 OVERTIME SALARIES	1,084	328	848	0	2	0	0	0	0	0.00		
001-4-15-4020-000 PART-TIME SALARIES	40,302	25,056	5,207	0	0	0	0	0	0	0.00		
001-4-15-4030-000 DEFERRED COMPENSATION	1,214	1,297	743	0	0	0	0	0	0	0.00		
001-4-15-4031-000 PERA CONTRIBUTION	6,262	3,745	2,292	0	0	0	0	0	0	0.00		
001-4-15-4032-000 FICA CONTRIBUTION	5,710	3,170	1,966	0	0	0	0	0	0	0.00		
001-4-15-4033-000 MEDICARE CONTRIBUTION	1,341	741	460	0	0	0	0	0	0	0.00		
001-4-15-4040-000 HEALTH INSURANCE	4,504	864	1,364	0	0	0	0	0	0	0.00		
001-4-15-4050-000 WORKERS COMPENSATION INSURAN	<u>1,434</u>	<u>4,442</u>	<u>2,572</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>		
TOTAL PERSONNEL SERVICES	114,981	66,793	66,953	0	2	0	0	0	0	0.00		
<u>SUPPLIES</u>												
001-4-15-4110-000 OFFICE SUPPLIES	2,588	113	252	0	0	0	0	0	0	0.00		
001-4-15-4120-000 OPERATING SUPPLIES	12,763	14,933	12,886	0	0	0	0	0	0	0.00		
001-4-15-4200-000 CLEANING SUPPLIES	7,684	11,948	13,176	0	0	0	0	0	0	0.00		
001-4-15-4205-000 SHOP MATERIALS	343	0	1,437	0	0	0	0	0	0	0.00		
001-4-15-4216-000 SAND & SALT MATERIALS	978	0	980	0	0	0	0	0	0	0.00		
001-4-15-4230-000 SMALL TOOLS & MINOR EQUIPMEN	1,682	4,354	1,949	0	0	0	0	0	0	0.00		
001-4-15-4235-000 MAINTENANCE MATERIALS	4,157	2,188	4,014	0	0	0	0	0	0	0.00		
001-4-15-4235-001 MAINTENANCE MATERIALS	210	435	0	0	0	0	0	0	0	0.00		
001-4-15-4240-000 UNIFORMS	<u>0</u>	<u>266</u>	<u>115</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>		
TOTAL SUPPLIES	30,405	34,236	34,807	0	0	0	0	0	0	0.00		
<u>CONTRACTUAL SERVICES</u>												
001-4-15-4300-000 GENERAL CONTRACT/CONSULTING	0	12,622	4,412	0	0	0	0	0	0	0.00		
001-4-15-4305-000 SOFTWARE & TECHNOLOGY SERVIC	160,342	126,605	140,943	(0)	0	0	0	0	0	100.00-		
001-4-15-4306-000 JANITORIAL SERVICES	35,908	42,433	60,085	0	0	0	0	0	0	0.00		
001-4-15-4310-000 GENERAL SERVICE FEES	5,536	5,182	26,018	0	0	0	0	0	0	0.00		
001-4-15-4360-000 DUES & SUBSCRIPTIONS	120	99	120	0	0	0	0	0	0	0.00		
001-4-15-4400-000 GENERAL LIABILITY INSURANCE	34,376	55,555	39,375	0	0	0	0	0	0	0.00		
001-4-15-4410-000 PROPERTY INSURANCE	18,011	39,422	31,566	0	0	0	0	0	0	0.00		
001-4-15-4420-000 AUTOMOTIVE INSURANCE	18,282	37,553	20,112	0	0	0	0	0	0	0.00		
001-4-15-4500-000 UTILITIES	60,405	38,796	43,694	0	0	0	0	0	0	0.00		
001-4-15-4520-000 EQUIPMENT REPAIR/MAINTENANCE	375	229	5,105	0	0	0	0	0	0	0.00		
001-4-15-4550-000 BUILDING MAINTENANCE	5,836	3,394	312	0	0	0	0	0	0	0.00		
001-4-15-4560-000 CITY MECHANIC	3,088	1,162	1,041	0	0	0	0	0	0	0.00		
001-4-15-4570-000 EQUIPMENT RENTAL	28,832	28,958	26,084	0	0	0	0	0	0	0.00		
001-4-15-4600-000 CONTRACTED REPAIR & MAINT.	93,140	83,997	60,614	0	0	0	0	0	0	0.00		
001-4-15-4630-000 MISCELLANEOUS	<u>29</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>		
TOTAL CONTRACTUAL SERVICES	464,280	476,007	459,481	(0)	0	0	0	0	0	100.00-		

001-GENERAL FUND
CENTRAL SERVICES
EXPENDITURES

EXPENDITURES			2018			2019				
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>CAPITAL</u>										
001-4-15-4705-000 OFFICE EQUIPMENT	0	6,987	0	0	0	0	0	0	0	0.00
001-4-15-4710-000 FIELD EQUIPMENT	7,169	6,848	0	0	0	0	0	0	0	0.00
001-4-15-4740-000 BUILDINGS & STRUCTURES	7,256	12,425	12,173	0	0	0	0	0	0	0.00
001-4-15-4750-000 IMPROVEMENTS OTHER THAN BLDG	<u>0</u>	<u>66,427</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CAPITAL	14,425	92,687	12,173	0	0	0	0	0	0	0.00
TOTAL CENTRAL SERVICES	624,090	669,723	573,414	(0)	2	0	0	0	0	100.00-

001-GENERAL FUND
FINANCE
EXPENDITURES

	2018						2019			
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>PERSONNEL SERVICES</u>										
001-4-16-4010-000 FULL-TIME SALARIES	182,062	197,706	220,782	229,127	204,296	0	235,928	253,115	23,988	10.47
001-4-16-4020-000 PART-TIME SALARIES	10,664	0	0	0	0	0	0	0	0	0.00
001-4-16-4030-000 DEFERRED COMPENSATION	4,436	6,729	8,109	8,879	8,196	0	4,161	4,161	(4,718)	53.14-
001-4-16-4031-000 PERA CONTRIBUTION	14,605	14,787	16,322	17,185	15,855	0	17,695	18,984	1,799	10.47
001-4-16-4032-000 FICA CONTRIBUTION	11,254	11,826	13,462	14,206	12,982	0	14,628	15,693	1,487	10.47
001-4-16-4033-000 MEDICARE CONTRIBUTION	2,632	2,766	3,148	3,322	3,036	0	3,421	3,670	348	10.48
001-4-16-4040-000 HEALTH INSURANCE	27,390	26,825	26,323	27,589	24,222	0	30,173	29,308	1,719	6.23
001-4-16-4050-000 WORKERS COMPENSATION INSURAN	<u>2,580</u>	<u>2,488</u>	<u>1,360</u>	<u>2,086</u>	<u>1,847</u>	<u>0</u>	<u>2,147</u>	<u>2,304</u>	<u>218</u>	<u>10.45</u>
TOTAL PERSONNEL SERVICES	255,622	263,127	289,507	302,394	270,435	0	308,153	327,235	24,841	8.21
 <u>SUPPLIES</u>										
001-4-16-4110-000 OFFICE SUPPLIES	305	2,146	1,150	1,800	1,022	0	1,800	1,800	0	0.00
001-4-16-4120-000 OPERATING SUPPLIES	<u>958</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL SUPPLIES	1,263	2,146	1,150	1,800	1,022	0	1,800	1,800	0	0.00
 <u>CONTRACTUAL SERVICES</u>										
001-4-16-4300-000 GENERAL CONTRACT/CONSULTING	1,639	1,343	435	435	435	0	435	435	0	0.00
001-4-16-4301-000 FINANCIAL SERVICES (	184)	0	0	0	0	0	0	0	0	0.00
001-4-16-4302-000 LEGAL SERVICES	0	0	0	0	242	0	0	0	0	0.00
001-4-16-4305-000 SOFTWARE & TECHNOLOGY SERVIC	8,727	2,427	7,887	20,574	7,475	0	22,843	22,843	2,269	11.03
001-4-16-4310-000 GENERAL SERVICE FEES	2,639	3,156	2,125	100	397	0	365	365	265	265.00
001-4-16-4320-000 COMMUNICATIONS DEVICES	486	81	90	192	60	0	192	192	0	0.00
001-4-16-4330-000 POSTAGE	0	1,503	1,597	1,932	1,464	0	1,932	1,932	0	0.00
001-4-16-4340-000 PRINTING & BINDING	2,690	394	670	2,850	43	0	2,850	2,850	0	0.00
001-4-16-4360-000 DUES & SUBSCRIPTIONS	685	250	310	310	310	0	310	310	0	0.00
001-4-16-4370-000 TRAINING & TRAVEL	7,729	5,169	10,151	10,653	8,063	0	19,221	8,087	(2,566)	24.09-
001-4-16-4390-000 ADVERTISING & LEGAL NOTICES	828	512	653	0	1,001	0	0	0	0	0.00
001-4-16-4400-000 GENERAL LIABILITY INSURANCE	723	1,296	827	983	0	0	1,075	1,075	92	9.36
001-4-16-4410-000 PROPERTY INSURANCE	0	0	0	1,071	73	0	1,071	1,071	0	0.03
001-4-16-4540-000 FIBER SERVICE	0	0	0	0	0	0	517	517	517	0.00
001-4-16-4550-000 BUILDING MAINTENANCE	0	0	0	3,693	3,693	0	4,525	4,525	832	22.53
001-4-16-4575-000 GENERAL RENTALS	0	0	0	5,186	1,286	0	5,186	1,740	(3,446)	66.45-
001-4-16-4600-000 CONTRACTED REPAIR & MAINT.	795	795	795	0	0	0	0	0	0	0.00
001-4-16-4630-000 MISCELLANEOUS	<u>13,443</u>	<u>149</u>	<u>844</u>	<u>21,628</u>	<u>1</u>	<u>0</u>	<u>21,629</u>	<u>0</u>	<u>(21,628)</u>	<u>100.00-</u>
TOTAL CONTRACTUAL SERVICES	40,200	17,075	26,385	69,607	24,542	0	82,151	45,942	(23,665)	34.00-
 <u>CAPITAL</u>										
001-4-16-4705-000 OFFICE EQUIPMENT	<u>2,954</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CAPITAL	2,954	0	0	0	0	0	0	0	0	0.00
TOTAL FINANCE	300,040	282,347	317,042	373,801	295,998	0	392,104	374,977	1,176	0.31

001-GENERAL FUND
LEGAL SERVICES
EXPENDITURES

EXPENDITURES	2015	2016	2017	(----- 2018 -----)			(----- 2019 -----)		BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	VARIANCE	VARIANCE
				BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET		
SUPPLIES										
CONTRACTUAL SERVICES										
001-4-17-4302-000 LEGAL SERVICES	193,333	186,230	212,843	0	0	0	0	0	0	0.00
001-4-17-4340-000 PRINTING & BINDING	(876)	39	0	0	0	0	0	0	0	0.00
001-4-17-4630-000 MISCELLANEOUS	<u>9,830</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	202,287	186,269	212,843	0	0	0	0	0	0	0.00
TOTAL LEGAL SERVICES	202,287	186,269	212,843	0	0	0	0	0	0	0.00

(----- 2018 -----) (----- 2019 -----)

CONTRACTUAL SERVICES

001-GENERAL FUND
COMMUNITY DEVELOPMENT
EXPENDITURES

	2018								2019			
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT		
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE		
<u>PERSONNEL SERVICES</u>												
001-4-19-4010-000 FULL-TIME SALARIES	236,823	202,618	93,639	105,781	95,657	0	108,905	82,322	(	23,459)	22.18-	
001-4-19-4011-000 OVERTIME SALARIES	1,631	2,654	1,057	2,500	456	0	2,500	2,500		0	0.00	
001-4-19-4020-000 PART-TIME EMPLOYEES	3,629	6,488	19,763	24,585	17,578	0	24,687	0	(	24,585)	100.00-	
001-4-19-4021-000 INTERNSHIPS	0	2,853	0	0	0	0	0	0		0	0.00	
001-4-19-4030-000 DEFERRED COMPENSATION	4,292	3,853	3,266	4,839	4,060	0	4,885	3,328	(	1,511)	31.23-	
001-4-19-4031-000 PERA CONTRIBUTION	17,620	15,178	8,510	9,777	8,693	0	10,019	6,174	(	3,603)	36.85-	
001-4-19-4032-000 FICA CONTRIBUTION	15,302	13,488	6,807	8,238	7,057	0	8,438	5,259	(	2,979)	36.16-	
001-4-19-4033-000 MEDICARE CONTRIBUTION	3,579	3,154	1,592	1,927	1,651	0	1,973	1,230	(	697)	36.17-	
001-4-19-4037-000 EDUCATIONAL ASSISTANCE CONTR	0	318	0	0	0	0	0	0		0	0.00	
001-4-19-4040-000 HEALTH INSURANCE	29,456	24,743	15,595	23,451	15,172	0	16,847	14,293	(	9,158)	39.05-	
001-4-19-4050-000 WORKERS COMPENSATION INSURAN	0	1,113	893	1,209	1,105	0	1,239	772	(	437)	36.15-	
001-4-19-4060-000 UNEMPLOYMENT CLAIMS	6,322	0	0	0	0	0	0	0		0	0.00	
TOTAL PERSONNEL SERVICES	318,654	276,460	151,122	182,307	151,428	0	179,493	115,878	(	66,429)	36.44-	
<u>SUPPLIES</u>												
001-4-19-4110-000 OFFICE SUPPLIES	3,851	4,476	2,526	2,500	3,286	0	2,500	2,500		0	0.00	
001-4-19-4115-000 TRAINING SUPPLIES	38	0	0	0	0	0	0	0		0	0.00	
001-4-19-4120-000 OPERATING SUPPLIES	1,011	237	470	0	267	0	0	0		0	0.00	
TOTAL SUPPLIES	4,900	4,713	2,996	2,500	3,553	0	2,500	2,500		0	0.00	
<u>CONTRACTUAL SERVICES</u>												
001-4-19-4300-000 GENERAL CONTRACT/CONSULTING	29,814	4,744	14,777	3,500	2,265	0	3,500	3,500		0	0.00	
001-4-19-4300-062 GENERAL CONTRACT/CONSULTING	0	368	0	0	0	0	0	0		0	0.00	
001-4-19-4300-207 GENERAL CONTRACT/CONSULTING	1,404	0	0	0	0	0	0	0		0	0.00	
001-4-19-4302-000 LEGAL SERVICES	0	0	0	0	9,108	0	0	0		0	0.00	
001-4-19-4302-313 LEGAL SERVICES	0	0	0	0	785	0	0	0		0	0.00	
001-4-19-4303-000 PLANNING SERVICES	6,800	10,113	60,429	30,000	39,163	0	40,000	40,000		10,000	33.33	
001-4-19-4303-310 PLANNING SERVICES	0	0	0	0	7,098	0	0	0		0	0.00	
001-4-19-4303-312 PLANNING SERVICES	0	0	0	0	851	0	0	0		0	0.00	
001-4-19-4303-313 PLANNING SERVICES	0	0	0	0	5,968	0	0	0		0	0.00	
001-4-19-4304-000 ENGINEERING SERVICES	42,412	15,216	7,548	5,000	8,097	0	5,000	5,000		0	0.00	
001-4-19-4304-207 ENGINEERING SERVICES	12,412	(	1,916)	0	0	0	0	0		0	0.00	
001-4-19-4304-310 ENGINEERING SERVICES	0	0	0	0	899	0	0	0		0	0.00	
001-4-19-4305-000 SOFTWARE & TECHNOLOGY SERVIC	4,456	1,933	2,981	12,213	6,716	0	16,154	16,154		3,941	32.27	
001-4-19-4310-000 GENERAL SERVICE FEES	67	10,573	20,761	100	5,606	0	100	100		0	0.00	
001-4-19-4320-000 COMMUNICATIONS DEVICES	1,083	157	138	480	102	0	0	0	(	480)	100.00-	
001-4-19-4330-000 POSTAGE	0	373	642	1,260	598	0	1,260	1,260		0	0.00	
001-4-19-4340-000 PRINTING & BINDING	0	460	0	0	317	0	0	0		0	0.00	
001-4-19-4360-000 DUES & SUBSCRIPTIONS	35	0	140	590	1,000	0	590	590		0	0.00	
001-4-19-4370-000 TRAINING & TRAVEL	4,054	4,116	197	2,250	250	0	1,000	1,000	(	1,250)	55.56-	
001-4-19-4390-000 ADVERTISING & LEGAL NOTICES	378	0	0	0	66	0	0	0		0	0.00	
001-4-19-4400-000 GENERAL LIABILITY INSURANCE	0	0	0	0	225	0	0	0		0	0.00	
001-4-19-4410-000 PROPERTY INSURANCE	0	0	0	3,632	248	0	3,632	3,632	(	0)	0.01-	
001-4-19-4540-000 FIBER SERVICE	0	0	0	0	0	0	897	897		897	0.00	
001-4-19-4550-000 BUILDING MAINTENANCE	0	0	0	12,527	12,527	0	15,398	15,398		2,871	22.92	
001-4-19-4575-000 GENERAL RENTALS	0	0	0	12,718	6,867	0	12,718	12,718		0	0.00	

CITY OF NORTH ST. PAUL
PROPOSED BUDGET
AS OF: NOVEMBER 29TH, 2018

001-GENERAL FUND
COMMUNITY DEVELOPMENT
EXPENDITURES

	(----- 2018 -----) (----- 2019 -----)									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
001-4-19-4630-000 MISCELLANEOUS	<u>0</u>	<u>0</u>	<u>1,887</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	102,915	46,136	109,500	84,270	108,756	0	100,249	100,249	15,979	18.96
<u>CAPITAL</u>										
001-4-19-4705-000 OFFICE EQUIPMENT	<u>7,227</u>	<u>1,543</u>	<u>0</u>	<u>0</u>	<u>398</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CAPITAL	7,227	1,543	0	0	398	0	0	0	0	0.00
TOTAL COMMUNITY DEVELOPMENT	433,697	328,853	263,617	269,077	264,136	0	282,242	218,627	(50,450)	18.75-

001-GENERAL FUND
POLICE
EXPENDITURES

	2018						2019			
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>PERSONNEL SERVICES</u>										
001-4-21-4010-000 FULL-TIME SALARIES	1,242,729	1,405,180	1,445,353	1,493,352	1,271,879	0	1,621,823	1,591,689	98,337	6.58
001-4-21-4011-000 OVERTIME SALARIES	139,470	75,740	86,313	70,000	79,477	0	70,000	70,000	0	0.00
001-4-21-4020-000 PART-TIME SALARIES	34,638	37,347	36,373	40,039	53,130	0	41,213	0	(40,039)	100.00-
001-4-21-4030-000 DEFERRED COMPENSATION	34,205	34,840	39,820	46,620	38,555	0	48,322	46,590	(30)	0.06-
001-4-21-4031-000 PERA CONTRIBUTION	205,672	236,340	238,724	246,507	222,460	0	278,945	270,683	24,176	9.81
001-4-21-4032-000 FICA CONTRIBUTION	8,002	8,618	8,470	9,437	9,441	0	9,713	7,200	(2,237)	23.70-
001-4-21-4033-000 MEDICARE CONTRIBUTION	18,659	21,553	22,014	23,249	20,533	0	25,129	24,094	845	3.63
001-4-21-4037-000 EDUCATIONAL ASSISTANCE CONTR	0	11,299	7,067	0	0	0	0	0	0	0.00
001-4-21-4040-000 HEALTH INSURANCE	182,338	197,245	190,342	194,451	166,581	0	223,910	208,387	13,936	7.17
001-4-21-4050-000 WORKERS COMPENSATION INSURAN	<u>37,843</u>	<u>82,702</u>	<u>50,721</u>	<u>73,823</u>	<u>66,233</u>	<u>0</u>	<u>80,022</u>	<u>76,513</u>	<u>2,690</u>	<u>3.64</u>
TOTAL PERSONNEL SERVICES	1,903,556	2,110,863	2,125,197	2,197,478	1,928,290	0	2,399,077	2,295,156	97,678	4.45
 <u>SUPPLIES</u>										
001-4-21-4110-000 OFFICE SUPPLIES	1,593	3,293	3,442	3,500	1,359	0	3,500	3,500	0	0.00
001-4-21-4120-000 OPERATING SUPPLIES	8,150	12,583	3,302	24,133	2,770	0	24,133	24,133	0	0.00
001-4-21-4150-000 FIREARMS TRAINING MATERIAL	0	400	1,970	0	0	0	0	0	0	0.00
001-4-21-4210-000 MOTOR FUELS	31,739	31,533	32,777	35,000	33,888	0	35,000	35,000	0	0.00
001-4-21-4230-000 SMALL TOOLS & MINOR EQUIPMEN	0	112	0	0	0	0	0	0	0	0.00
001-4-21-4240-000 UNIFORMS	<u>17,859</u>	<u>28,616</u>	<u>25,359</u>	<u>37,900</u>	<u>21,886</u>	<u>0</u>	<u>37,900</u>	<u>37,900</u>	<u>0</u>	<u>0.00</u>
TOTAL SUPPLIES	59,341	76,536	66,850	100,533	59,904	0	100,533	100,533	0	0.00
 <u>CONTRACTUAL SERVICES</u>										
001-4-21-4300-000 GENERAL CONTRACT/CONSULTING	80,500	69,162	63,691	66,352	51,960	0	57,882	57,882	(8,470)	12.77-
001-4-21-4302-000 LEGAL SERVICES	0	0	0	84,320	71,542	0	84,320	84,320	0	0.00
001-4-21-4305-000 SOFTWARE & TECHNOLOGY SERVIC	27,270	31,887	51,395	57,717	11,667	0	75,916	75,916	18,199	31.53
001-4-21-4310-000 GENERAL SERVICE FEES	29,889	30,839	18,382	24,204	19,258	0	24,204	24,204	0	0.00
001-4-21-4312-000 ANIMAL SHELTER BOARDING FEES	1,748	1,181	1,135	1,491	1,050	0	1,491	1,491	0	0.00
001-4-21-4315-000 PERSONNEL TESTING	2,254	545	0	1,274	1,838	0	1,274	1,274	0	0.00
001-4-21-4320-000 COMMUNICATIONS DEVICES	12,857	22,649	23,190	19,755	16,671	0	19,755	19,755	0	0.00
001-4-21-4330-000 POSTAGE	11	105	164	252	236	0	252	252	0	0.00
001-4-21-4340-000 PRINTING & BINDING	1,487	2,937	820	1,500	258	0	1,500	1,500	0	0.00
001-4-21-4360-000 DUES & SUBSCRIPTIONS	2,942	1,218	2,255	1,860	2,409	0	1,860	1,860	0	0.00
001-4-21-4370-000 TRAINING & TRAVEL	21,736	10,034	14,586	17,066	18,246	0	17,066	17,066	0	0.00
001-4-21-4380-000 TRAVEL/MILEAGE	68	0	0	0	0	0	0	0	0	0.00
001-4-21-4390-000 ADVERTISING & LEGAL NOTICES	693	0	0	900	0	0	900	900	0	0.00
001-4-21-4410-000 PROPERTY INSURANCE	0	0	0	14,183	968	0	14,183	14,183	(0)	0.00
001-4-21-4420-000 AUTOMOTIVE INSURANCE	0	0	0	0	14,105	0	0	18,792	18,792	0.00
001-4-21-4520-000 REPAIR/MAINTENANCE - EQUIPME	646	0	2,778	0	(596)	0	0	0	0	0.00
001-4-21-4530-000 REPAIR/MAINTENANCE - VEHICLE	11	307	132	0	23	0	0	0	0	0.00
001-4-21-4540-000 FIBER SERVICE	0	0	0	0	0	0	4,137	4,137	4,137	0.00
001-4-21-4550-000 BUILDING MAINTENANCE	0	0	0	48,915	48,915	0	60,182	60,182	11,267	23.03
001-4-21-4570-000 EQUIPMENT RENTAL	62,899	87,578	87,414	113,616	113,616	0	118,850	118,850	5,234	4.61
001-4-21-4575-000 GENERAL RENTALS	0	0	0	4,073	2,436	0	4,073	4,073	0	0.00
001-4-21-4600-000 CONTRACTED REPAIR & MAINT.	32,390	42,754	106,709	42,270	44,011	0	42,270	42,270	0	0.00
001-4-21-4630-000 MISCELLANEOUS	<u>7,154</u>	<u>875</u>	<u>3,857</u>	<u>900</u>	<u>6,193</u>	<u>0</u>	<u>900</u>	<u>900</u>	<u>0</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	284,555	302,070	376,508	500,648	424,805	0	531,015	549,807	49,158	9.82

001-GENERAL FUND
POLICE
EXPENDITURES

	(----- 2018 -----) (----- 2019 -----)									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>CAPITAL</u>										
001-4-21-4700-000 FURNITURE & FIXTURES	0	3,840	7,115	0	0	0	0	0	0	0.00
001-4-21-4705-000 OFFICE EQUIPMENT	426	2,925	5,615	3,000	2,589	0	3,000	3,000	0	0.00
001-4-21-4710-000 FIELD EQUIPMENT	6,484	6,940	258	6,000	960	0	6,000	6,000	0	0.00
001-4-21-4715-000 VEHICLES	99	0	0	0	0	0	0	0	0	0.00
001-4-21-4720-000 VEHICLES	<u>1,439</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CAPITAL	8,448	13,704	12,989	9,000	3,549	0	9,000	9,000	0	0.00
<u>TRANSFERS</u>										
TOTAL POLICE	2,255,899	2,503,172	2,581,544	2,807,659	2,416,549	0	3,039,625	2,954,496	146,836	5.23

(----- 2018 -----) (----- 2019 -----)

CAPITAL

CITY OF NORTH ST. PAUL
PROPOSED BUDGET
AS OF: NOVEMBER 29TH, 2018

[illegible]

CITY OF NORTH ST. PAUL
PROPOSED BUDGET
AS OF: NOVEMBER 29TH, 2018

[illegible]

001-GENERAL FUND
FIRE DEPARTMENT
EXPENDITURES

	((----- 2018 -----)) ((----- 2019 -----))									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>PERSONNEL SERVICES</u>										
001-4-26-4010-000 FULL-TIME SALARIES	206,552	226,881	228,686	234,395	206,344	0	241,406	161,891	(72,504)	30.93-
001-4-26-4011-000 OVERTIME SALARIES	0	4,231	29,109	20,000	28,892	0	20,000	30,000	10,000	50.00
001-4-26-4020-000 PART-TIME SALARIES	142,707	151,611	160,195	175,275	132,613	0	297,736	257,747	82,472	47.05
001-4-26-4030-000 DEFERRED COMPENSATION	6,474	7,410	7,540	9,910	7,371	0	10,047	5,330	(4,580)	46.22-
001-4-26-4031-000 PERA CONTRIBUTION	34,141	37,099	39,600	43,834	37,140	0	47,007	36,779	(7,055)	16.09-
001-4-26-4032-000 FICA	7,795	9,792	11,645	10,867	10,833	0	18,460	15,980	5,113	47.05
001-4-26-4033-000 MEDICARE CONTRIBUTION	4,553	5,200	5,648	6,230	5,336	0	8,108	6,520	290	4.65
001-4-26-4034-000 FIRE RELIEF CONTRIBUTION	27,712	81,125	96,625	30,804	0	0	0	0	(30,804)	100.00-
001-4-26-4040-000 HEALTH INSURANCE	31,131	38,535	37,806	39,864	35,805	0	43,494	29,285	(10,579)	26.54-
001-4-26-4050-000 WORKERS COMPENSATION INSURAN	18,670	32,537	22,378	37,128	32,267	0	38,086	30,792	(6,336)	17.07-
001-4-26-4055-000 CITY VOLUNTEER INSURANCE	0	0	0	600	0	0	600	600	0	0.00
TOTAL PERSONNEL SERVICES	479,735	594,421	639,233	608,907	496,602	0	724,944	574,924	(33,983)	5.58-
<u>SUPPLIES</u>										
001-4-26-4110-000 OFFICE SUPPLIES	558	198	702	1,200	489	0	1,200	1,200	0	0.00
001-4-26-4115-000 TRAINING SUPPLIES	1,650	9,344	3,529	3,100	2,431	0	4,000	4,000	900	29.03
001-4-26-4120-000 OPERATING SUPPLIES	10,894	20,573	17,270	18,020	11,018	0	18,020	16,020	(2,000)	11.10-
001-4-26-4140-000 FIRE PREVENTION SUPPLIES	125	0	0	6,000	3,718	0	6,000	4,000	(2,000)	33.33-
001-4-26-4210-000 MOTOR FUELS	5,705	4,622	5,860	6,000	6,140	0	6,000	6,000	0	0.00
001-4-26-4211-000 LUBRICANTS & ADDITIVES	34	13	50	800	0	0	800	800	0	0.00
001-4-26-4215-000 CHEMICALS & CHEMICAL PRODUCT	1,371	957	128	1,000	1,526	0	1,000	1,000	0	0.00
001-4-26-4230-000 SMALL TOOLS & MINOR EQUIPMEN	725	372	4,241	2,500	0	0	2,500	2,500	0	0.00
001-4-26-4240-000 UNIFORMS	19,487	18,990	7,711	20,000	2,455	0	20,000	14,876	(5,124)	25.62-
TOTAL SUPPLIES	40,550	55,071	39,491	58,620	27,775	0	59,520	50,396	(8,224)	14.03-
<u>CONTRACTUAL SERVICES</u>										
001-4-26-4300-000 GENERAL CONTRACT/CONSULTING	43,577	294	33,998	41,568	60,936	0	35,921	35,921	(5,647)	13.59-
001-4-26-4301-000 FINANCIAL SERVICES	2,700	0	0	0	0	0	0	0	0	0.00
001-4-26-4302-000 LEGAL SERVICES	0	0	0	5,000	14,018	0	5,000	5,000	0	0.00
001-4-26-4304-000 ENGINEERING SERVICES	0	7,093	76	0	0	0	0	0	0	0.00
001-4-26-4305-000 SOFTWARE & TECHNOLOGY SERVIC	13,596	48,939	22,261	46,774	8,847	0	62,761	62,761	15,987	34.18
001-4-26-4310-000 GENERAL SERVICE FEES	9,522	11,439	10,963	12,000	4,610	0	12,000	9,000	(3,000)	25.00-
001-4-26-4315-000 PERSONNEL TESTING	2,700	6,038	0	2,000	1,110	0	2,000	2,000	0	0.00
001-4-26-4320-000 COMMUNICATIONS DEVICES	4,903	5,216	5,304	4,800	8,593	0	4,800	4,800	0	0.00
001-4-26-4330-000 POSTAGE	17	284	1,959	1,856	739	0	1,856	1,856	0	0.00
001-4-26-4340-000 PRINTING & BINDING	66	1,036	1,335	1,000	221	0	1,000	1,000	0	0.00
001-4-26-4360-000 DUES & SUBSCRIPTIONS	330	2,495	4,317	2,210	2,901	0	3,110	3,110	900	40.72
001-4-26-4370-000 TRAINING & TRAVEL	16,329	30,236	20,794	22,000	18,897	0	22,000	22,000	0	0.00
001-4-26-4390-000 ADVERTISING & LEGAL NOTICES	0	0	0	0	20	0	0	0	0	0.00
001-4-26-4410-000 PROPERTY INSURANCE	0	0	0	20,767	1,418	0	20,767	20,767	0	0.00
001-4-26-4420-000 AUTOMOTIVE INSURANCE	0	0	0	0	2,867	0	0	3,795	3,795	0.00
001-4-26-4430-000 OTHER INSURANCE	540	570	0	0	0	0	0	0	0	0.00
001-4-26-4481-000 GENERAL LIABILITY INSURANCE	0	0	0	0	570	0	0	0	0	0.00
001-4-26-4520-000 REPAIR/MAINTENANCE - EQUIPME	3,190	0	0	0	0	0	0	0	0	0.00
001-4-26-4530-000 REPAIR/MAINTENANCE - VEHICLE	12,464	0	0	0	0	0	0	0	0	0.00
001-4-26-4540-000 FIBER SERVICE	0	0	0	0	0	0	3,498	3,498	3,498	0.00

CITY OF NORTH ST. PAUL
PROPOSED BUDGET
AS OF: NOVEMBER 29TH, 2018

001-GENERAL FUND
FIRE DEPARTMENT
EXPENDITURES

	((----- 2018 -----)) ((----- 2019 -----))									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
001-4-26-4550-000 BUILDING MAINTENANCE	0	0	0	71,620	71,620	0	88,145	88,145	16,525	23.07
001-4-26-4570-000 EQUIPMENT RENTAL	10,581	23,733	35,796	52,685	52,685	0	297,840	59,150	6,465	12.27
001-4-26-4575-000 GENERAL RENTALS	0	0	0	7,078	3,302	0	7,078	7,078	0	0.00
001-4-26-4600-000 CONTRACTED REPAIR & MAINT.	33,957	36,151	50,684	25,000	33,033	0	25,000	25,000	0	0.00
001-4-26-4620-000 AWARDS & INDEMNITIES	466	306	313	600	465	0	600	600	0	0.00
001-4-26-4630-000 MISCELLANEOUS	<u>437</u>	<u>400</u>	<u>753</u>	<u>0</u>	<u>1,299</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	155,375	174,229	188,552	316,958	288,149	0	593,376	355,481	38,523	12.15
<u>CAPITAL</u>										
001-4-26-4700-000 FURNITURE & FIXTURES	0	900	0	0	0	0	0	0	0	0.00
001-4-26-4705-000 OFFICE EQUIPMENT	1,148	0	0	0	1,792	0	0	0	0	0.00
001-4-26-4710-000 FIELD EQUIPMENT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>29,923</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CAPITAL	1,148	900	0	0	31,715	0	0	0	0	0.00
<u>TRANSFERS</u>										
001-4-26-4920-000 OTHER OPERATING TRANSFERS	<u>57,922</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL TRANSFERS	57,922	0	0	0	0	0	0	0	0	0.00
TOTAL FIRE DEPARTMENT	734,730	824,621	867,276	984,485	844,241	0	1,377,840	980,801	(3,684)	0.37-

001-GENERAL FUND
BUILDING INSPECTIONS
EXPENDITURES

	(------ 2018 -----) (------ 2019 -----)									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>PERSONNEL SERVICES</u>										
001-4-28-4010-000 FULL-TIME SALARIES	85,789	87,856	89,715	91,957	73,493	0	94,649	0 (	91,957)	100.00-
001-4-28-4011-000 OVERTIME SALARIES	616	805	437	0	0	0	0	0	0	0.00
001-4-28-4020-000 PART-TIME EMPLOYEES	(678)	0	0	0	0	0	0	0	0	0.00
001-4-28-4030-000 DEFERRED COMPENSATION	1,820	1,820	2,080	2,080	1,600	0	2,080	0 (	2,080)	100.00-
001-4-28-4031-000 PERA CONTRIBUTION	6,390	6,619	6,762	6,897	5,046	0	7,099	0 (	6,897)	100.00-
001-4-28-4032-000 FICA CONTRIBUTIONS	5,606	5,457	5,540	5,701	4,725	0	5,868	0 (	5,701)	100.00-
001-4-28-4033-000 MEDICARE CONTRUBUTION	1,311	1,276	1,296	1,333	1,105	0	1,372	0 (	1,333)	100.00-
001-4-28-4040-000 HEALTH INSURANCE	8,017	8,246	8,678	9,221	6,131	0	10,109	0 (	9,221)	100.00-
001-4-28-4050-000 WORKERS COMPENSATION INSURAN	0	494	568	837	748	0	862	0 (	837)	100.00-
001-4-28-4060-000 UNEMPLOYMENT CLAIMS	<u>8,053</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES	116,924	112,574	115,075	118,026	92,848	0	122,039	0 (	118,026)	100.00-
 <u>SUPPLIES</u>										
001-4-28-4110-000 OFFICE SUPPLIES	738	268	34	150	36	0	150	0 (	150)	100.00-
001-4-28-4120-000 OPERATING SUPPLIES	140	12	36	0	0	0	0	0	0	0.00
001-4-28-4210-000 MOTOR FUELS	43	60	153	100	110	0	100	0 (	100)	100.00-
001-4-28-4240-000 UNIFORMS	<u>0</u>	<u>0</u>	<u>216</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL SUPPLIES	921	340	439	250	147	0	250	0 (	250)	100.00-
 <u>CONTRACTUAL SERVICES</u>										
001-4-28-4300-000 GENERAL CONTRACT/CONSULTING	5,885	8,107	12,962	8,500	10,964	0	8,500	174,500	166,000	1,952.94
001-4-28-4302-000 LEGAL SERVICES	0	0	0	0	352	0	0	0	0	0.00
001-4-28-4305-000 SOFTWARE & TECHNOLOGY SERVIC	0	0	0	3,910	544	0	5,045	5,045	1,135	29.03
001-4-28-4310-000 GENERAL SERVICE FEES	13,167	0	0	0	0	0	0	0	0	0.00
001-4-28-4320-000 COMMUNICATIONS DEVICES	0	2,946	605	240	200	0	240	0 (	240)	100.00-
001-4-28-4360-000 DUES & SUBSCRIPTIONS	1,060	0	200	200	100	0	200	0 (	200)	100.00-
001-4-28-4370-000 TRAINING & TRAVEL	4,389	1,335	2,617	2,000	360	0	2,000	0 (	2,000)	100.00-
001-4-28-4410-000 PROPERTY INSURANCE	0	0	0	241	16	0	241	241 (	0)	0.03-
001-4-28-4420-000 AUTOMOTIVE INSURANCE	0	0	0	0	304	0	0	405	405	0.00
001-4-28-4540-000 FIBER SERVICE	0	0	0	0	0	0	259	259	259	0.00
001-4-28-4550-000 BUILDING MAINTENANCE	0	0	0	831	831	0	1,023	1,023	192	23.10
001-4-28-4560-000 CITY MECHANIC	0	0	0	0	100	0	0	0	0	0.00
001-4-28-4570-000 EQUIPMENT RENTAL	1,500	0	1,777	3,200	3,273	0	3,800	0 (	3,200)	100.00-
001-4-28-4600-000 CONTRACTED REPAIR & MAINT.	<u>145</u>	<u>0</u>	<u>0</u>	<u>200</u>	<u>340</u>	<u>0</u>	<u>200</u>	<u>200</u>	<u>0</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	26,146	12,388	18,161	19,322	17,384	0	21,508	181,673	162,351	840.24
 <u>CAPITAL</u>										
001-4-28-4705-000 OFFICE EQUIPMENT	<u>1,859</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CAPITAL	1,859	0	0	0	0	0	0	0	0	0.00
TOTAL BUILDING INSPECTIONS	145,850	125,301	133,675	137,598	110,379	0	143,797	181,673	44,075	32.03

001-GENERAL FUND
STREET MAINTENANCE
EXPENDITURES

EXPENDITURES	(----- 2018 -----)					(----- 2019 -----)				
	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET	PROPOSED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE
<u>PERSONNEL SERVICES</u>										
001-4-31-4010-000 FULL-TIME SALARIES	203,758	211,814	208,552	236,536	205,543	0	259,318	246,913	10,377	4.39
001-4-31-4011-000 OVERTIME SALARIES	4,055	8,428	6,403	15,000	15,459	0	25,000	25,000	10,000	66.67
001-4-31-4020-000 PART-TIME SALARIES	4,730	20,973	20,293	20,000	23,293	0	16,200	16,200	(3,800)	19.00-
001-4-31-4030-000 DEFERRED COMPENSATION	5,360	5,654	6,276	8,052	7,069	0	9,159	8,782	730	9.07
001-4-31-4031-000 PERA CONTRIBUTION	15,000	16,632	16,136	18,864	17,211	0	21,324	20,393	1,529	8.10
001-4-31-4032-000 FICA CONTRIBUTION	12,225	15,000	13,787	16,836	15,604	0	18,632	17,863	1,027	6.10
001-4-31-4033-000 MEDICARE CONTRIBUTION	2,889	3,508	3,224	3,937	3,649	0	4,358	4,178	241	6.11
001-4-31-4040-000 HEALTH INSURANCE	24,484	29,456	24,881	30,906	20,516	0	38,343	34,577	3,671	11.88
001-4-31-4050-000 WORKERS COMPENSATION INSURANCE	<u>19,572</u>	<u>24,656</u>	<u>15,336</u>	<u>14,675</u>	<u>16,009</u>	<u>0</u>	<u>16,461</u>	<u>15,475</u>	<u>800</u>	<u>5.45</u>
TOTAL PERSONNEL SERVICES	292,072	336,122	314,887	364,805	324,354	0	408,795	389,381	24,576	6.74
 <u>SUPPLIES</u>										
001-4-31-4110-000 OFFICE SUPPLIES	668	234	0	500	0	0	500	500	0	0.00
001-4-31-4120-000 OPERATING SUPPLIES	1,560	0	978	4,000	0	0	4,000	4,000	0	0.00
001-4-31-4205-000 SHOP MATERIALS	616	1,388	553	1,000	1,965	0	1,000	1,000	0	0.00
001-4-31-4210-000 MOTOR FUELS	14,810	14,832	13,290	18,000	20,254	0	18,000	18,000	0	0.00
001-4-31-4215-000 CHEMICALS & CHEMICAL PRODUCT	124	21	3,550	0	10,121	0	0	0	0	0.00
001-4-31-4216-000 SAND & SALT MATERIALS	35,906	65,155	38,110	60,000	6,592	0	60,000	60,000	0	0.00
001-4-31-4220-000 SIGNS & SIGN MAINTENANCE MAT	14,460	5,022	14,877	20,000	12,711	0	20,000	20,000	0	0.00
001-4-31-4230-000 SMALL TOOLS & MINOR EQUIPMEN	1,099	7,517	3,541	3,000	355	0	3,000	3,000	0	0.00
001-4-31-4235-000 MAINTENANCE MATERIALS	42,076	37,981	38,577	37,000	47,848	0	37,000	37,000	0	0.00
001-4-31-4240-000 UNIFORMS	<u>3,803</u>	<u>3,489</u>	<u>4,146</u>	<u>2,077</u>	<u>2,798</u>	<u>0</u>	<u>2,095</u>	<u>2,095</u>	<u>18</u>	<u>0.86</u>
TOTAL SUPPLIES	115,123	135,640	117,621	145,577	102,644	0	145,595	145,595	18	0.01
 <u>CONTRACTUAL SERVICES</u>										
001-4-31-4300-000 GENERAL CONTRACT/CONSULTING	4,900	7,351	8,771	0	7,912	0	0	0	0	0.00
001-4-31-4302-000 LEGAL SERVICES	0	0	0	0	2,600	0	0	0	0	0.00
001-4-31-4304-000 ENGINEERING SERVICES	11,524	54,366	22,781	14,500	10,872	0	14,500	14,500	0	0.00
001-4-31-4305-000 SOFTWARE & TECHNOLOGY SERVIC	1,500	758	0	3,926	405	0	4,352	4,352	426	10.85
001-4-31-4307-000 SANITATION & RECYCLING SERVI	143	246	1,301	0	1,088	0	0	0	0	0.00
001-4-31-4310-000 GENERAL SERVICE FEES	29,588	20,604	33,277	80,500	42,220	0	80,500	80,500	0	0.00
001-4-31-4315-000 PERSONNEL TESTING	0	409	0	1,200	0	0	1,200	1,200	0	0.00
001-4-31-4320-000 COMMUNICATIONS DEVICES	2,584	1,318	1,207	2,520	1,589	0	2,520	2,520	0	0.00
001-4-31-4330-000 POSTAGE	0	11	117	344	107	0	344	344	0	0.00
001-4-31-4340-000 PRINTING & BINDING	0	0	60	0	52	0	0	0	0	0.00
001-4-31-4360-000 DUES & SUBSCRIPTIONS	750	775	99	800	283	0	800	800	0	0.00
001-4-31-4370-000 TRAINING & TRAVEL	0	276	240	500	405	0	500	500	0	0.00
001-4-31-4420-000 AUTOMOTIVE INSURANCE	0	0	0	0	2,893	0	0	3,752	3,752	0.00
001-4-31-4510-000 REFUSE & RECYCLING	213	0	0	0	0	0	0	0	0	0.00
001-4-31-4540-000 FIBER SERVICE	0	0	0	0	0	0	2,000	2,000	2,000	0.00
001-4-31-4560-000 CITY MECHANIC	61,892	69,834	58,902	63,000	71,444	0	63,000	63,000	0	0.00
001-4-31-4570-000 EQUIPMENT RENTAL	108,076	104,571	132,203	162,351	162,433	0	170,767	170,767	8,416	5.18
001-4-31-4600-000 CONTRACTED REPAIR & MAINT.	<u>6,835</u>	<u>18,780</u>	<u>14,794</u>	<u>20,000</u>	<u>3,198</u>	<u>0</u>	<u>20,000</u>	<u>20,000</u>	<u>0</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	228,005	279,299	273,752	349,641	307,501	0	360,483	364,235	14,594	4.17

001-GENERAL FUND
STREET MAINTENANCE
EXPENDITURES

	(------ 2018 -----) (------ 2019 -----)									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>CAPITAL</u>										
001-4-31-4710-000 FIELD EQUIPMENT	<u>0</u>	<u>2,025</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>15,000</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CAPITAL	0	2,025	0	0	0	0	15,000	0	0	0.00
<u>TRANSFERS</u>										
001-4-31-4920-000 OTHER OPERATING TRANSFERS	<u>0</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>0</u>	<u>100,000</u>	<u>50,000</u>	<u>(50,000)</u>	<u>50.00-</u>
TOTAL TRANSFERS	0	100,000	100,000	100,000	100,000	0	100,000	50,000	(50,000)	50.00-
TOTAL STREET MAINTENANCE	635,199	853,085	806,261	960,023	834,499	0	1,029,873	949,211	(10,812)	1.13-

CITY OF NORTH ST. PAUL
PROPOSED BUDGET
AS OF: NOVEMBER 29TH, 2018

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001-GENERAL FUND
URBAN FORESTRY
EXPENDITURES

	(------ 2018 -----) (------ 2019 -----)									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>PERSONNEL SERVICES</u>										
001-4-36-4010-000 REGULAR SALARIES	62,424	68,062	66,209	64,719	61,486	0	56,439	51,773	(12,946)	20.00-
001-4-36-4011-000 OVERTIME SALARIES	988	3,471	1,702	1,600	4,373	0	1,600	1,600	0	0.00
001-4-36-4020-000 PART-TIME SALARIES	0	20	2,431	7,200	5,460	0	6,000	6,000	(1,200)	16.67-
001-4-36-4030-000 DEFERRED COMPENSATION	1,843	1,948	2,109	2,184	2,016	0	1,782	1,782	(402)	18.41-
001-4-36-4031-000 PERA CONTRIBUTION	4,542	5,079	5,129	4,974	5,137	0	4,353	4,003	(971)	19.52-
001-4-36-4032-000 FICA CONTRIBUTION	3,771	4,257	4,392	4,558	4,583	0	3,970	3,681	(877)	19.24-
001-4-36-4033-000 MEDICARE CONTRIBUTION	882	996	1,027	1,066	1,072	0	929	861	(205)	19.23-
001-4-36-4040-000 HEALTH INSURANCE	10,758	11,917	11,699	8,589	10,805	0	7,673	7,471	(1,118)	13.02-
001-4-36-4050-000 WORKERS COMPENSATION INSURAN	<u>0</u>	<u>3,571</u>	<u>2,753</u>	<u>4,516</u>	<u>3,935</u>	<u>0</u>	<u>3,934</u>	<u>3,641</u>	<u>(875)</u>	<u>19.38-</u>
TOTAL PERSONNEL SERVICES	85,208	99,321	97,453	99,406	98,868	0	86,680	80,812	(18,594)	18.71-
<u>SUPPLIES</u>										
001-4-36-4110-000 OFFICE SUPPLIES	0	77	0	0	0	0	0	0	0	0.00
001-4-36-4120-000 OPERATING SUPPLIES	341	922	0	1,000	900	0	1,000	1,000	0	0.00
001-4-36-4130-000 EQUIPMENT SUPPLIES	1,060	0	0	0	0	0	0	0	0	0.00
001-4-36-4205-000 SHOP MATERIALS	0	162	0	750	13	0	750	750	0	0.00
001-4-36-4210-000 MOTOR FUELS	2,987	2,193	2,624	3,000	4,434	0	3,000	3,000	0	0.00
001-4-36-4211-000 LUBRICANTS & ADDITIVES	201	0	0	0	0	0	0	0	0	0.00
001-4-36-4215-000 CHEMICALS & CHEMICAL PRODUCT	0	13	0	1,500	0	0	1,500	1,500	0	0.00
001-4-36-4230-000 SMALL TOOLS & MINOR EQUIPMEN	1,413	2,549	344	3,000	0	0	3,000	3,000	0	0.00
001-4-36-4235-000 MAINTENANCE MATERIALS	2,354	227	6,239	500	2,493	0	500	500	0	0.00
001-4-36-4240-000 UNIFORMS	<u>0</u>	<u>190</u>	<u>265</u>	<u>500</u>	<u>263</u>	<u>0</u>	<u>500</u>	<u>500</u>	<u>0</u>	<u>0.00</u>
TOTAL SUPPLIES	8,355	6,332	9,473	10,250	8,103	0	10,250	10,250	0	0.00
<u>CONTRACTUAL SERVICES</u>										
001-4-36-4300-000 GENERAL CONTRACT/CONSULTING	12,628	1,625	8,985	0	5,200	0	0	0	0	0.00
001-4-36-4305-000 SOFTWARE & TECHNOLOGY SERVIC	0	0	0	566	113	0	802	802	236	41.70
001-4-36-4310-000 GENERAL SERVICE FEES	21,085	6,354	7,870	12,000	5,604	0	12,000	12,000	0	0.00
001-4-36-4370-000 TRAINING & TRAVEL	607	600	676	1,000	699	0	1,000	1,000	0	0.00
001-4-36-4420-000 AUTOMOTIVE INSURANCE	0	0	0	0	703	0	0	937	937	0.00
001-4-36-4560-000 CITY MECHANIC	9,459	6,762	11,970	11,000	5,120	0	11,000	11,000	0	0.00
001-4-36-4570-000 EQUIPMENT RENTAL	<u>17,000</u>	<u>17,248</u>	<u>24,000</u>	<u>20,000</u>	<u>20,666</u>	<u>0</u>	<u>29,167</u>	<u>29,167</u>	<u>9,167</u>	<u>45.84</u>
TOTAL CONTRACTUAL SERVICES	60,778	32,588	53,500	44,566	38,105	0	53,969	54,906	10,340	23.20
<u>CAPITAL</u>										
001-4-36-4750-000 IMPROVEMENTS OTHER THAN BLDG	<u>2,846</u>	<u>11,090</u>	<u>18,288</u>	<u>20,000</u>	<u>11,955</u>	<u>0</u>	<u>41,000</u>	<u>41,000</u>	<u>21,000</u>	<u>105.00</u>
TOTAL CAPITAL	2,846	11,090	18,288	20,000	11,955	0	41,000	41,000	21,000	105.00
<u>TRANSFERS</u>										
TOTAL URBAN FORESTRY	157,187	149,331	178,714	174,222	157,030	0	191,899	186,968	12,746	7.32

CITY OF NORTH ST. PAUL
PROPOSED BUDGET
AS OF: NOVEMBER 29TH, 2018

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CITY OF NORTH ST. PAUL
PROPOSED BUDGET
AS OF: NOVEMBER 29TH, 2018

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001-GENERAL FUND
PARKS
EXPENDITURES

	2018						2019			
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE

PERSONNEL SERVICES										
001-4-40-4010-000 FULL-TIME SALARIES	94,268	93,393	94,290	78,896	78,099	0	94,750	85,430	6,534	8.28
001-4-40-4011-000 OVERTIME SALARIES	1,099	3,684	4,679	0	8,177	0	5,000	5,000	5,000	0.00
001-4-40-4020-000 PART-TIME EMPLOYEES	33,735	35,375	32,778	45,000	34,126	0	33,260	33,260	(11,740)	26.09-
001-4-40-4030-000 DEFERRED COMPENSATION	2,410	2,394	2,788	2,592	2,534	0	3,180	2,920	328	12.65
001-4-40-4031-000 PERA CONTRIBUTION	8,361	7,694	7,809	5,917	6,656	0	7,481	6,782	865	14.62
001-4-40-4032-000 FICA CONTRIBUTION	7,043	8,046	7,845	7,681	7,635	0	8,247	7,669	(12)	0.16-
001-4-40-4033-000 MEDICARE CONTRIBUTION	1,647	1,882	1,835	1,797	1,786	0	1,929	1,794	(3)	0.16-
001-4-40-4040-000 HEALTH INSURANCE	6,258	8,998	9,227	10,467	7,619	0	13,481	11,240	773	7.38
001-4-40-4050-000 WORKERS COMPENSATION INSURAN	<u>6,121</u>	<u>6,258</u>	<u>6,063</u>	<u>7,259</u>	<u>7,165</u>	<u>0</u>	<u>7,910</u>	<u>7,325</u>	<u>66</u>	<u>0.91</u>
TOTAL PERSONNEL SERVICES	160,940	167,724	167,314	159,609	153,796	0	175,238	161,420	1,811	1.13
SUPPLIES										
001-4-40-4110-000 OFFICE SUPPLIES	13	337	0	500	38	0	500	500	0	0.00
001-4-40-4120-000 OPERATING SUPPLIES	2,381	0	1,612	2,000	39	0	4,200	4,200	2,200	110.00
001-4-40-4120-204 OPERATING SUPPLIES- VETS PAR	343	0	0	0	0	0	0	0	0	0.00
001-4-40-4205-000 SHOP MATERIALS	198	85	1,317	1,000	30	0	1,000	1,000	0	0.00
001-4-40-4205-303 MAINTENANCE MATERIALS	0	0	0	0	25	0	0	0	0	0.00
001-4-40-4210-000 MOTOR FUELS	9,284	8,687	7,762	8,500	9,495	0	8,500	8,500	0	0.00
001-4-40-4215-303 CHEMCIALS & CHEMICAL PRODUCT	81	0	0	0	0	0	0	0	0	0.00
001-4-40-4220-000 SIGNS & SIGN MAINTENANCE MAT	1,155	67	0	200	1,047	0	200	200	0	0.00
001-4-40-4230-000 SMALL TOOLS & MINOR EQUIPMEN	4,819	5,597	1,268	4,000	3,393	0	4,000	4,000	0	0.00
001-4-40-4230-204 SMALL TOOLS & MINOR EQUIPMEN	22	0	0	0	0	0	0	0	0	0.00
001-4-40-4230-303 SMALL TOOLS & MINOR EQUIPMEN	0	57	0	0	0	0	0	0	0	0.00
001-4-40-4235-000 MAINTENANCE MATERIALS	29,224	37,727	34,155	39,800	36,203	0	43,800	43,800	4,000	10.05
001-4-40-4235-004 MAINTENANCE MATERIALS-PK BLD	0	46	0	0	0	0	0	0	0	0.00
001-4-40-4235-204 MAINTENANCE MATERIALS-VETS P	894	0	0	0	0	0	0	0	0	0.00
001-4-40-4235-303 MAINTENANCE MATERIALS-STH WO	0	0	0	0	124	0	0	0	0	0.00
001-4-40-4240-000 UNIFORMS	<u>201</u>	<u>1,730</u>	<u>5,707</u>	<u>1,728</u>	<u>1,836</u>	<u>0</u>	<u>1,750</u>	<u>1,750</u>	<u>22</u>	<u>1.30</u>
TOTAL SUPPLIES	48,614	54,331	51,821	57,728	52,230	0	63,950	63,950	6,222	10.78
CONTRACTUAL SERVICES										
001-4-40-4300-000 GENERAL CONTRACT/CONSULTING	49,608	12,026	2,290	792	1,506	0	14,792	14,792	14,000	1,767.68
001-4-40-4300-204 GENERAL CONTRACT/CONSULTING	144,075	(28,525)	0	0	0	0	0	0	0	0.00
001-4-40-4300-303 GENERAL CONTRACT & CONSULTIN	1,400	0	0	0	0	0	0	0	0	0.00
001-4-40-4304-000 ENGINEERING SERVICES	9,308	3,245	85	0	0	0	0	0	0	0.00
001-4-40-4304-204 ENGINEERING SERVICES-VETS PK	14,273	553	0	0	0	0	0	0	0	0.00
001-4-40-4304-403 ENGINEERING SERVICES-CASEY L	24,463	0	0	0	0	0	0	0	0	0.00
001-4-40-4305-000 SOFTWARE & TECHNOLOGY SERVIC	0	203	0	2,906	716	0	4,157	4,157	1,251	43.05
001-4-40-4306-000 JANITORIAL SERVICES	4,000	100	210	0	0	0	0	0	0	0.00
001-4-40-4307-000 SANITATION & RECYCLING SERVI	459	8,292	803	0	2,550	0	0	0	0	0.00
001-4-40-4307-204 SANITATION & RECYCLING SERVI	33	0	0	0	0	0	0	0	0	0.00
001-4-40-4310-000 GENERAL SERVICE FEES	24,067	15,353	35,589	9,725	9,573	0	26,225	26,225	16,500	169.67
001-4-40-4320-000 COMMUNICATIONS DEVICES	131	228	0	0	0	0	0	0	0	0.00
001-4-40-4360-000 DUES & SUBSCRIPTIONS	50	50	250	0	0	0	100	100	100	0.00
001-4-40-4370-000 TRAINING & TRAVEL	260	1,274	308	2,000	423	0	2,000	2,000	0	0.00
001-4-40-4390-403 ADVERTISING & LEGAL NOTICES	0	0	77	0	0	0	0	0	0	0.00

CITY OF NORTH ST. PAUL
PROPOSED BUDGET
AS OF: NOVEMBER 29TH, 2018

001-GENERAL FUND
PARKS
EXPENDITURES

EXPENDITURES		(----- 2018 -----) (----- 2019 -----)								
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
001-4-40-4410-000 PROPERTY INSURANCE	0	0	0	0	15,695	0	0	0	0	0.00
001-4-40-4420-000 AUTOMOTIVE INSURANCE	0	0	0	0	524	0	0	699	699	0.00
001-4-40-4500-000 UTILITIES	1,548	1,967	1,731	0	1,629	0	0	0	0	0.00
001-4-40-4560-000 CITY MECHANIC	21,769	20,909	10,499	20,000	17,969	0	20,000	20,000	0	0.00
001-4-40-4570-000 EQUIPMENT RENTAL	49,030	46,440	56,794	56,918	56,918	0	53,917	53,917	(3,001)	5.27-
001-4-40-4575-000 GENERAL RENTALS	67	0	303	0	885	0	0	0	0	0.00
001-4-40-4575-204 GENERAL RENTALS-VETERANS PK	2,190	0	0	0	0	0	0	0	0	0.00
001-4-40-4600-000 CONTRACTED REPAIR & MAINT.	7,950	0	550	0	3,805	0	0	0	0	0.00
001-4-40-4620-000 AWARDS & INDEMNITIES	<u>256</u>	<u>277</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	354,937	82,392	109,487	92,341	112,194	0	121,191	121,890	29,549	32.00
<u>CAPITAL</u>										
001-4-40-4710-000 FIELD EQUIPMENT	0	13,798	1,650	0	0	0	0	0	0	0.00
001-4-40-4745-000 PARKS CAPITAL IMPROVEMENTS	0	11,247	43,746	50,000	7,840	0	50,000	25,000	(25,000)	50.00-
001-4-40-4750-000 IMPROVEMENTS OTHER THAN BLDG	0	22,397	0	0	0	0	0	0	0	0.00
001-4-40-4750-204 IMPROVEMENTS OTHER THAN BLDG	<u>685</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CAPITAL	685	47,443	45,396	50,000	7,840	0	50,000	25,000	(25,000)	50.00-
<u>TRANSFERS</u>										
001-4-40-4920-000 OTHER OPERATING TRANSFERS	<u>19,015</u>	<u>19,015</u>	<u>33,822</u>	<u>16,500</u>	<u>16,500</u>	<u>0</u>	<u>16,500</u>	<u>16,500</u>	<u>0</u>	<u>0.00</u>
TOTAL TRANSFERS	19,015	19,015	33,822	16,500	16,500	0	16,500	16,500	0	0.00
TOTAL PARKS	584,191	370,905	407,839	376,178	342,560	0	426,879	388,760	12,582	3.34

001-GENERAL FUND										
RECREATION										
EXPENDITURES										
	2015	2016	2017	2018		2019				
	ACTUAL	ACTUAL	ACTUAL	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
				BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>PERSONNEL SERVICES</u>										
001-4-41-4010-000 FULL-TIME SALARIES	0	0	0	51,288	30,975	0	90,253	92,881	41,593	81.10
001-4-41-4020-000 PART-TIME SALARIES	0	0	0	0	0	0	3,740	3,740	3,740	0.00
001-4-41-4030-000 DEFERRED COMPENSATION	0	0	0	1,492	799	0	2,477	2,477	985	66.03
001-4-41-4031-000 PERA CONTRIBUTION	0	0	0	3,847	2,323	0	6,769	6,966	3,119	81.09
001-4-41-4032-000 FICA CONTRIBUTION	0	0	0	3,180	1,637	0	5,828	5,991	2,811	88.40
001-4-41-4033-000 MEDICARE CONTRIBUTION	0	0	0	744	383	0	1,363	1,401	657	88.39
001-4-41-4040-000 HEALTH INSURANCE	0	0	0	8,418	4,773	0	13,414	13,426	5,008	59.50
001-4-41-4050-000 WORKERS COMPENSATION INSURAN	0	0	0	2,109	470	0	1,013	1,037	(1,072)	50.83-
TOTAL PERSONNEL SERVICES	0	0	0	71,077	41,359	0	124,857	127,919	56,842	79.97
 <u>SUPPLIES</u>										
001-4-41-4120-000 OPERATING SUPPLIES	0	0	0	2,200	1,631	0	3,800	3,300	1,100	50.00
001-4-41-4210-000 MOTOR FUELS	0	0	0	500	146	0	900	900	400	80.00
001-4-41-4235-000 MAINTENANCE MATERIALS	0	0	0	4,000	0	0	5,600	4,000	0	0.00
TOTAL SUPPLIES	0	0	0	6,700	1,777	0	10,300	8,200	1,500	22.39
 <u>CONTRACTUAL SERVICES</u>										
001-4-41-4300-000 GENERAL CONTRACT/CONSULTING	0	0	0	6,000	5,281	0	14,000	11,500	5,500	91.67
001-4-41-4305-000 SOFTWARE & TECHNOLOGY SERVIC	0	0	0	1,280	267	0	1,822	1,822	542	42.34
001-4-41-4310-000 GENERAL SERVICE FEES	0	0	0	16,500	588	0	22,500	22,500	6,000	36.36
001-4-41-4320-000 COMMUNICATIONS DEVICES	0	0	0	0	26	0	780	780	780	0.00
001-4-41-4330-000 POSTAGE	0	0	0	0	0	0	250	250	250	0.00
001-4-41-4360-000 DUES & SUBSCRIPTIONS	0	0	0	100	0	0	770	770	670	670.00
001-4-41-4370-000 TRAINING & TRAVEL	0	0	0	0	0	0	1,579	1,579	1,579	0.00
001-4-41-4390-000 ADVERTISING & LEGAL NOTICES	0	0	0	0	0	0	200	200	200	0.00
001-4-41-4410-000 PROPERTY INSURANCE	0	0	0	110	8	0	110	110	(0)	0.34-
001-4-41-4420-000 AUTOMOTIVE INSURANCE	0	0	0	0	155	0	0	206	206	0.00
001-4-41-4540-000 FIBER SERVICE	0	0	0	0	0	0	6,122	6,122	6,122	0.00
001-4-41-4550-000 BUILDING MAINTENANCE	0	0	0	381	381	0	469	469	88	23.10
001-4-41-4560-000 CITY MECHANIC	0	0	0	500	0	0	1,000	1,000	500	100.00
001-4-41-4570-000 EQUIPMENT RENTAL	0	0	0	1,750	1,750	0	1,500	1,500	(250)	14.29-
TOTAL CONTRACTUAL SERVICES	0	0	0	26,621	8,454	0	51,102	48,808	22,187	83.34
 <u>CAPITAL</u>										
 <u>TRANSFERS</u>										
TOTAL RECREATION	0	0	0	104,399	51,590	0	186,259	184,927	80,528	77.14

CITY OF NORTH ST. PAUL
PROPOSED BUDGET
AS OF: NOVEMBER 29TH, 2018

2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE

CITY OF NORTH ST. PAUL
PROPOSED BUDGET
AS OF: NOVEMBER 29TH, 2018

[illegible]

(----- 2018 -----) (----- 2019 -----)

PERSONNEL SERVICES

SUPPLIES

CONTRACTUAL SERVICES

CAPITAL

(----- 2018 -----) (----- 2019 -----)

PERSONNEL SERVICES

SUPPLIES

CONTRACTUAL SERVICES

CAPITAL

TRANSFERS

(----- 2018 -----) (----- 2019 -----)

BUDGET	PERCENT
VARIANCE	VARIANCE

001-4-89-4400-000 GENERAL LIABILITY INSURANCE	0	0	0	0	12,900	0	0	0	0	0.00
001-4-89-4410-000 PROPERTY INSURANCE	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5,106</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	0	0	0	0	18,006	0	0	0	0	0.00

TOTAL UNALLOCATED	0	0	0	0	18,006	0	0	0	0	0.00
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TOTAL EXPENDITURES	6,829,978	7,378,551	7,155,002	6,822,783	5,897,330	0	7,765,065	7,154,826	332,042	4.87
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REVENUE OVER/(UNDER) EXPENDITURES	41,938	11,349	(2,161)	11,085	(1,521,382)	0	0	0	(11,084)	100.00-
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Agenda Information Memorandum
North St. Paul City Council
November 29, 2018

FROM THE OFFICE OF THE FINANCE DEPARTMENT

Agenda placement: City Business

Subject: 2019 Final Tax Levy for the Economic Development Authority.

To: Honorable Mayor and City Council

Background/Facts:

Economic Development Authority has the statutory authority to levy up to 0.01813% of the City's total market value. The estimated amount for 2019 is \$156,231, an increase of \$7,232 (4.85%). At this time, Council has directed Staff to maximize the levy authority to support development and business related activities defined by the Economic Development Authority Board, as well as personnel and overhead expenses to administer the fund. The overall budget of \$83,623 reflects a 43.88% decrease. The surplus of \$72,608 will be utilized as working capital for future projects.

Recommendation: It is recommended the City Council to adopt the final 2019 tax levy for the Economic Development Authority.

Attachments:

Resolution setting the 2019 Economic Development Authority tax levy
2019 Economic Development Authority Budget

Respectfully submitted,

/s/ JD by mm

Jeanne Day
Finance Director

APPROVED FOR AGENDA ENCLOSURE:

/s/ CW by mm

Dr. Craig Waldron
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2018-XXX

**RESOLUTION ADOPTING THE FINAL 2019 TAX LEVY FOR THE
NORTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS THE CITY OF NORTH ST. PAUL, MINNESOTA (“City”) is required by Minnesota Statute §275.065 to adopt and certify a final tax levy for economic development purposes to Ramsey County (“County”) on or before December 30 of each year; and,

WHEREAS, according to State Statute §469.107, the maximum tax levy for economic development purposes is set at .01813% of the total taxable market value of the City, making the estimated maximum tax levy amount for 2019 of \$156,231; and,

WHEREAS, the 2019 Economic Development Authority budget is established to assist with business retention and expansion activities.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, on behalf of the North St. Paul Economic Development Authority, the final 2019 tax levy for economic development purposes is hereby approved as submitted in the amount of \$156,231.

ADOPTED this 4th day of December, 2018.

Motion by Council Member
Second by Council Member

Voting: Aye:
 Nay: None
 Abstain: None
 Absent: None

Michael R. Kuehn, Mayor

Attest:

Dr. Craig Waldron, City Manager

102-EDA-ECONOMIC DEV AUTH

REVENUES		((----- 2018 -----) (----- 2019 -----))								
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>TAXES</u>										
102-3011 CURRENT PROPERTY TAX	<u>132,413</u>	<u>132,388</u>	<u>140,935</u>	<u>148,999</u>	<u>74,500</u>	<u>0</u>	<u>156,231</u>	<u>156,231</u>	<u>7,232</u>	<u>4.85</u>
TOTAL TAXES	132,413	132,388	140,935	148,999	74,500	0	156,231	156,231	7,232	4.85
<u>INTERGOVERNMENTAL</u>										
<u>OTHER CHARGES</u>										
102-3800 MARKET VALUE ADJUSTMENT	3	0	0	0	0	0	0	0	0	0.00
102-3801 INVESTMENT INCOME	33	(0)	0	0	0	0	0	0	0	0.00
102-3865 REFUND & REIMBURSEMENTS	<u>0</u>	<u>0</u>	<u>40</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL OTHER CHARGES	36	(0)	40	0	0	0	0	0	0	0.00
<u>TRANSFERS</u>										
102-3981 G/L INSURANCE	66	0	0	0	0	0	0	0	0	0.00
102-3992 TRANSFER FROM OTHER FUNDS	<u>1,046</u>	<u>3,247</u>	<u>3,830</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL TRANSFERS	1,112	3,247	3,830	0	0	0	0	0	0	0.00
TOTAL REVENUES	133,561	135,634	144,805	148,999	74,500	0	156,231	156,231	7,232	4.85

EXPENDITURES

(----- 2018 -----) (----- 2019 -----)

2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE

102-4-00-4010-000	FULL-TIME SALARIES	76,316	67,847	46,072	47,224	41,775	0	48,641	0	(	47,224)	100.00-
102-4-00-4011-000	OVERTIME SALARIES	72	53	0	0	0	0	0	0		0	0.00
102-4-00-4030-000	DEFERRED COMPENSATION	1,908	2,286	1,560	1,889	1,775	0	1,946	0	(	1,889)	100.00-
102-4-00-4031-000	PERA CONTRIBUTION	5,469	4,862	3,453	3,542	3,266	0	3,648	0	(	3,542)	100.00-
102-4-00-4032-000	FICA CONTRIBUTION	4,426	4,103	2,686	2,928	2,671	0	3,016	0	(	2,928)	100.00-
102-4-00-4033-000	MEDICARE CONTRIBUTION	1,035	1,252	628	685	625	0	705	0	(	685)	100.00-
102-4-00-4037-000	EDUCATIONAL ASSISTANCE CONTR	0	0	0	2,000	0	0	0	0	(	2,000)	100.00-
102-4-00-4040-000	HEALTH INSURANCE	7,915	6,353	6,303	6,678	3,929	0	2,874	0	(	6,678)	100.00-
102-4-00-4050-000	WORKERS COMPENSATION INSURAN	<u>0</u>	<u>633</u>	<u>415</u>	<u>430</u>	<u>425</u>	<u>0</u>	<u>443</u>	<u>0</u>	<u>(</u>	<u>430</u>)	<u>100.00-</u>
	TOTAL PERSONNEL SERVICES	97,141	87,390	61,117	65,376	54,467	0	61,273	0	(	65,376)	100.00-

102-4-00-4110-000 OFFICE SUPPLIES	<u>8</u>	<u>201</u>	<u>0</u>	<u>500</u>	<u>0</u>	<u>0</u>	<u>500</u>	<u>500</u>	<u>0</u>	<u>0.00</u>
TOTAL SUPPLIES	8	201	0	500	0	0	500	500	0	0.00

102-4-00-4300-000	GENERAL CONTRACT/CONSULTING	26,236	16,815	4,035	0	26,644	0	0	0	0	0.00
102-4-00-4300-101	GENERAL CONTRACT/CONSULTING	0	0	0	23,175	0	0	23,175	23,175	0	0.00
102-4-00-4300-310	GENERAL CONTRACT/CONSULTING	0	0	0	0	43,261	0	0	0	0	0.00
102-4-00-4302-000	LEGAL SERVICES	0	0	466	0	792	0	0	0	0	0.00
102-4-00-4302-310	LEGAL SERVICES	0	0	0	0	6,533	0	0	0	0	0.00
102-4-00-4304-000	ENGINEERING SERVICES	0	2,935	0	0	0	0	0	0	0	0.00
102-4-00-4320-000	COMMUNICATIONS DEVICES	442	263	138	0	102	0	0	0	0	0.00
102-4-00-4360-000	DUES & SUBSCRIPTIONS	224	515	905	0	560	0	0	0	0	0.00
102-4-00-4370-000	TRAINING & TRAVEL	942	558	365	4,200	0	0	4,200	4,200	0	0.00
102-4-00-4380-000	TRAVEL/MILEAGE	421	0	0	0	0	0	0	0	0	0.00
102-4-00-4400-000	GENERAL LIABILITY	0	925	1,035	562	925	0	562	562	0	0.00
102-4-00-4620-000	AWARDS & INDEMNITIES	3,546	0	2,588	0	0	0	0	0	0	0.00
102-4-00-4630-000	MISCELLANEOUS	<u>0</u>	<u>3,247</u>	<u>1,242</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES		31,812	25,256	10,774	27,937	78,816	0	27,937	27,937	0	0.00

102-4-00-4747-000 LAND & PROJECT DEVELOPMENT	<u>0</u>	<u>0</u>	<u>0</u>	<u>45,186</u>	<u>0</u>	<u>0</u>	<u>45,186</u>	<u>45,186</u>	<u>0</u>	<u>0.00</u>
TOTAL CAPITAL	0	0	0	45,186	0	0	45,186	45,186	0	0.00

102-4-00-4992-000 TRANSFER TO OTHER FUNDS	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>0</u>	<u>10,000</u>	<u>10,000</u>	<u>0</u>	<u>0.00</u>
TOTAL TRANSFERS	10,000	10,000	10,000	10,000	10,000	0	10,000	10,000	0	0.00

TOTAL	138,961	122,847	81,891	148,999	143,283	0	144,896	83,623	(65,376)	43.88-
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TOTAL EXPENDITURES	138,961	122,847	81,891	148,999	143,283	0	144,896	83,623	(65,376)	43.88-
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REVENUE OVER/(UNDER) EXPENDITURES	(5,400)	12,788	62,914	0	(68,784)	0	11,335	72,608	72,608	0.00
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Agenda Information Memorandum
North St. Paul City Council
November 29, 2018

FROM THE OFFICE OF THE FINANCE DEPARTMENT

Agenda placement: City Business

Subject: 2019 Final Tax Levy for the Housing and Redevelopment Authority.

To: Honorable Mayor and City Council

Background/Facts:

The Housing & Redevelopment Authority has the statutory authority to levy up to 0.0185% of the City's total market value. The estimated amount for 2019 is \$159,419, and increase of \$7,379 (4.85%). At this time, Council has directed Staff to maximize the levy authority to support the Student Built Housing Program, Home Improvement & Emergency Loan Program, Aging in Place Program, Safe Haven Program, and personnel & overhead expenses to administer the fund. The overall budget of \$465,319 reflects a 2.96% increase.

Recommendation: It is recommended the City Council adopt the final 2019 tax levy for the Housing and Redevelopment Authority.

Attachments:

Resolution setting the 2019 Housing and Redevelopment Authority tax levy
2019 Housing and Redevelopment Authority Budget

Respectfully submitted,

/s/ JD by mm

Jeanne Day
Finance Director

APPROVED FOR AGENDA ENCLOSURE:

/s/ CW by mm

Dr. Craig Waldron
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2018-XXX

**RESOLUTION ADOPTING FINAL 2019 TAX LEVY FOR THE
NORTH ST. PAUL HOUSING AND REDEVELOPMENT AUTHORITY**

WHEREAS THE CITY OF NORTH ST. PAUL, MINNESOTA (“City”) is required by Minnesota Statute §275.065 to adopt and certify a final tax levy for housing-related purposes as determined and allowed by the North St. Paul Housing & Redevelopment Authority (HRA) to Ramsey County (“County”) on or before December 30 of each year; and,

WHEREAS, according to State Statute §469.033, Subd. 6, the HRA’s limit for the levy is set at 0.0185% of the taxable market value of the city, making the maximum levy amount of \$159,419; and,

WHEREAS, the 2019 HRA budget is established to provide programs and services aimed at maintaining and reinvesting in the community’s housing stock.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, on behalf of the North St. Paul Housing & Redevelopment Authority, the final 2019 tax levy for housing-related purposes is hereby approved as submitted in the amount of \$159,419.

ADOPTED this 4th day of December, 2018.

Motion by Council Member
Second by Council Member

Voting: Aye:
 Nay: None
 Abstain: None
 Absent: None

Michael R. Kuehn, Mayor

Attest:

Dr. Craig Waldron, City Manager

101-HRA-HOUSING REDEVEL AUTH

REVENUES		(----- 2018 -----)					(----- 2019 -----)				
		2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
		ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>TAXES</u>											
101-3011	CURRENT PROPERTY TAX	105,544	122,446	141,421	152,040	79,906	0	159,419	159,419	7,379	4.85
101-3012	DELINQUENT PROPERTY TAX	<u>1,993</u>	<u>1,905</u>	<u>1,898</u>	<u>0</u>	<u>854</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL TAXES		107,537	124,350	143,319	152,040	80,759	0	159,419	159,419	7,379	4.85
<u>INTERGOVERNMENTAL</u>											
<u>OTHER CHARGES</u>											
101-3800	MARKET VALUE ADJUSTMENT	(163)	(3,528)	(2,942)	0	(6,991)	0	0	0	0	0.00
101-3801	INVESTMENT INCOME	6,536	6,551	9,254	0	5,803	0	6,000	6,000	6,000	0.00
101-3804	SALE OF GOODS & PROPERTY	0	(73,317)	61,786	299,900	312,439	0	299,900	299,900	0	0.00
101-3865	REFUNDS & REIMBURSEMENTS	<u>0</u>	<u>86,638</u>	<u>7,839</u>	<u>0</u>	<u>8,709</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL OTHER CHARGES		6,373	16,344	75,937	299,900	319,960	0	305,900	305,900	6,000	2.00
TOTAL REVENUES		113,910	140,694	219,256	451,940	400,719	0	465,319	465,319	13,379	2.96

101-HRA-HOUSING REDEVEL AUTH

EXPENDITURES	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET	PROPOSED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE
PERSONNEL SERVICES										
101-4-00-4010-000 FULL-TIME SALARIES	3,689	20,774	28,912	26,557	13,621	0	24,848	18,750	(7,807)	29.40-
101-4-00-4011-000 OVERTIME SALARIES	0	0	0	1,000	0	0	1,000	1,000	0	0.00
101-4-00-4020-000 PART-TIME SALARIES	0	0	0	23,830	9,250	0	23,830	23,830	0	0.00
101-4-00-4030-000 DEFERRED COMPENSATION	5	0	204	378	355	0	389	750	372	98.41
101-4-00-4031-000 PERA CONTRIBUTION	13	1,261	1,801	1,992	653	0	1,864	1,406	(586)	29.42-
101-4-00-4032-000 FICA CONTRIBUTION	228	1,250	1,720	3,186	1,475	0	3,080	2,702	(484)	15.19-
101-4-00-4033-000 MEDICARE CONTRIBUTION	53	0	426	745	345	0	720	632	(113)	15.17-
101-4-00-4037-000 EDUCATIONAL ASSISTANCE CONTR	0	0	0	2,000	0	0	0	0	(2,000)	100.00-
101-4-00-4040-000 HEALTH INSURANCE	63	525	1,613	2,433	1,033	0	575	2,231	(202)	8.30-
101-4-00-4050-000 WORKERS COMPENSATION INSURAN	0	93	448	468	462	0	452	397	(71)	15.17-
TOTAL PERSONNEL SERVICES	4,051	23,903	35,124	62,589	27,194	0	56,758	51,698	(10,891)	17.40-
SUPPLIES										
101-4-00-4110-000 OFFICE SUPPLIES	0	0	0	500	0	0	500	500	0	0.00
TOTAL SUPPLIES	0	0	0	500	0	0	500	500	0	0.00
CONTRACTUAL SERVICES										
101-4-00-4300-000 GENERAL CONTRACT/CONSULTING	1,411	0	2,387	234,500	7,877	0	258,500	258,500	24,000	10.23
101-4-00-4300-304 GENERAL CONTRACT/CONSULTING	0	9,800	0	0	1,600	0	0	0	0	0.00
101-4-00-4300-306 GENERAL CONTRACT/CONSULTING	0	788	1,900	0	0	0	0	0	0	0.00
101-4-00-4302-000 LEGAL SERVICES	2,659	1,451	216	0	2,224	0	0	0	0	0.00
101-4-00-4302-301 LEGAL SERVICES	0	0	103	0	0	0	0	0	0	0.00
101-4-00-4302-308 LEGAL SERVICES	0	0	0	0	81	0	0	0	0	0.00
101-4-00-4302-309 LEGAL SERVICES	0	0	189	0	507	0	0	0	0	0.00
101-4-00-4302-311 LEGAL SERVICES	0	0	0	0	1,244	0	0	0	0	0.00
101-4-00-4304-000 ENGINEERING SERVICES	1,261	0	0	0	0	0	0	0	0	0.00
101-4-00-4330-000 POSTAGE	0	0	0	0	1	0	0	0	0	0.00
101-4-00-4370-000 TRAINING & TRAVEL	35	0	0	1,200	0	0	1,200	1,200	0	0.00
101-4-00-4400-000 GENERAL LIABILITY	0	0	0	0	854	0	0	0	0	0.00
101-4-00-4410-000 PROPERTY INSURANCE	221	261	356	275	1,767	0	275	275	0	0.00
101-4-00-4500-000 UTILITIES	812	0	0	800	0	0	800	800	0	0.00
101-4-00-4500-302 UTILITIES	0	773	33	0	0	0	0	0	0	0.00
101-4-00-4500-308 UTILITIES	0	0	0	300	0	0	300	300	0	0.00
101-4-00-4500-309 UTILITIES	0	0	0	0	674	0	0	0	0	0.00
101-4-00-4630-304 MISCELLANEOUS	0	55,319	23,079	0	0	0	0	0	0	0.00
TOTAL CONTRACTUAL SERVICES	6,398	68,392	28,263	237,075	16,829	0	261,075	261,075	24,000	10.12
CAPITAL										
101-4-00-4725-000 HEAVY MACHINERY	9,900	0	0	0	0	0	0	0	0	0.00
101-4-00-4730-300 LAND	0	466	0	0	0	0	0	0	0	0.00
101-4-00-4730-301 LAND- 2001 6TH ST N	0	0	0	0	217	0	0	0	0	0.00
101-4-00-4730-302 LAND-2341 14TH AVE	13	0	0	0	1,470	0	0	0	0	0.00
101-4-00-4730-307 LAND	0	0	0	0	191	0	0	0	0	0.00
101-4-00-4740-302 BUILDINGS & STRUCTURES	0	0	0	0	3,750	0	0	0	0	0.00
101-4-00-4740-304 BUILDINGS & STRUCTURES	0	14,191	5,795	0	0	0	0	0	0	0.00

EXPENDITURES

(----- 2018 -----) (----- 2019 -----)

[illegible]

Agenda Information Memorandum
North St. Paul City Council
November 29, 2018

FROM THE OFFICE OF THE FINANCE DEPARTMENT]

Agenda placement: City Business

Subject: Final 2019 Enterprise Fund budgets for Electric, Water, Waste Water, Surface Water, Solid Waste and Fiber Optic.

To: Honorable Mayor and City Council

Background/Facts:

The Electric Fund is drafted as a budget of \$9,523,380, which is a decrease of \$315,620 (3.21%). The City Council has adopted a 0.00% rate increase for 2019 as part of the fee schedule approved on October 16, 2018. The expenses within the fund are less than projected revenue by \$312,120. Three feeder wires are likely to need to be replaced within the next 10 years for approximately \$500,000. Transformer will also need to be replaced within the next 10 years for approximately \$900,000. Working capital needs to be built up from prior year shortfalls and for acquisitions such as these. The impact of this rate increase on an average residential customer is \$0.00 per month.

The Water Fund is drafted as a budget of \$1,582,489, which is an increase of \$66,556 (4.39%). This fund is projecting a \$158,511 surplus. The rate study indicated a surplus is necessary to build up reserves for a 10" water main loop in 2021 & new water tower in 2022. After 2022, the fund will be below target working capital and is projected to regain working capital again after that. A 5.0% rate increase was approved through the ordinance change of the fee schedule as proposed by the rate study accepted by Council in July 2016 on October 16, 2018. The impact of this rate increase on an average residential customer is \$1.52 per month.

The Waste Water Fund is drafted as a budget of \$2,455,186, which is an increase of \$260,241 (11.86%). This fund is projecting a \$326,186 shortfall. The 2017 bonds included three lift station and the bonding was front loaded with the Waste Water funds expensed in full within 3 years. This fund will be below target working capital and is projected to regain working capital again after that. A 6.5% rate increase was approved through the ordinance change of the fee schedule as proposed by the rate study accepted by Council in July 2016 on October 16, 2018. The impact of this rate increase on an average residential customer is \$3.15 per month.

The Surface Water Fund is drafted as a balanced budget of \$802,581, which is an increase of \$23,030 (2.95%). An 8.5% rate increase was approved through the ordinance change of the fee schedule as proposed by the rate study accepted by Council in August 2017 on October 16, 2018. The impact of this rate increase on an average residential customer is \$0.83 per month.

The Solid Waste Fund is drafted with a budget of \$1,249,749 and will have a deficit of \$59,904 based on current revenue projections. The proposed rate increases of trash 2.0%, recycling 3.7%, yard waste 0.0%,

and bulk collection 3.0% was approved through the ordinance change of the fee schedule on October 16, 2018. The impact of this rate increase on an average residential customer is \$0.67 per month. Fire Chief Duddeck and Strategic Operations Director Gustafson will be making budget adjustment recommendations in 2019 upon completion of the Request for Proposals for Services. The current contract for services expires in August of 2019.

The Fiber Optic Fund is drafted with a budget of \$139,560 and will have a surplus of \$3,319 based on current revenue projections. The Fiber Fund is projecting a \$72,000 revenue increase based on City charges for fiber usage. This surplus is to reduce internal borrowing. City Manager Waldron and Fire Chief Duddeck are working on business plan options for this fund.

Recommendation: It is recommended the City Council to adopt the final 2019 Enterprise Fund budgets for Electric, Water, Waste Water, Surface Water, Solid Waste and Fiber Optic.

Attachments:

Resolution approving the budget for the City's enterprise operations.

Budgets from Electric, Water, Waste Water, Surface Water, Solid Waste and Fiber Optic funds.

Respectfully submitted,

/s/ JD by mm

Jeanne Day
Finance Director

APPROVED FOR AGENDA ENCLOSURE:

/s/ CW by mm

Dr. Craig Waldron
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2018-XXX

RESOLUTION APPROVING THE 2019 ENTERPRISE FUND BUDGETS

WHEREAS, the City of North St. Paul, Minnesota (the “City”) operates and maintains five public utilities – referred to as electric, water, waste water, surface water, and solid waste; and,

WHEREAS, the City also operates a public fiber optic system for public and institutional purposes, and therefore budgets for those expenses accordingly; and,

WHEREAS, the North St. Paul City Council (the “Council”) determines annual operating budgets and sets appropriate user rates and other service charges in order to generate revenues necessary to fund these activities; and,

WHEREAS, the Council established the 2019 user rates per Ordinance No. XXX.

NOW THEREFORE, BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA that the following sums of money be budgeted for expenditures in 2019 for general operations, debt service and capital improvements of the City’s public utilities:

Total 2019 Electric budget:	<u>\$ 9,523,380</u>
Total 2019 Water budget:	<u>\$ 1,582,489</u>
Total 2019 Waste Water budget:	<u>\$ 2,455,186</u>
Total 2019 Surface Water budget:	<u>\$ 802,581</u>
Total 2019 Solid Waste budget	<u>\$ 1,249,749</u>
Total 2019 Fiber Optic budget:	<u>\$ 139,560</u>

ADOPTED this 4th day of December, 2018.

Motion by Council Member
Second by Council Member

Voting: Aye:
Nay: None
Abstain: None
Absent: None

Michael R. Kuehn, Mayor

Attest:

Dr. Craig Waldron, City Manager

PROPOSED BUDGET

AS OF: NOVEMBER 29TH, 2018

050-ELECTRIC UTILITY FUND

REVENUES		(----- 2018 -----) (----- 2019 -----)									
		2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
		ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
SPEC ASSESSMENT TAXES											
050-3111	S/A CURRENT	0	339	0	0	0	0	0	0	0	0.00
050-3112	S/A DELINQUENT	0	4	0	0	0	0	0	0	0	0.00
050-3113	S/A INTEREST	0	3	38	0	0	0	0	0	0	0.00
TOTAL SPEC ASSESSMENT TAXES		0	346	38	0	0	0	0	0	0	0.00
INTERGOVERNMENTAL											
050-3522	STATE GRANTS	0	14,627	0	0	0	0	0	0	0	0.00
050-3541	OTHER GRANTS	13,570	23,651	21,946	0	20,004	0	0	0	0	0.00
TOTAL INTERGOVERNMENTAL		13,570	38,278	21,946	0	20,004	0	0	0	0	0.00
CHARGES											
050-3617	OVER/UNDER MISC REVENUE	3	111	136	0	(21)	0	0	0	0	0.00
050-3664	RES ELECT SALES	5,237,230	5,348,010	5,831,186	5,756,500	5,280,848	0	5,756,500	5,756,500	0	0.00
050-3665	COMM ELECT SALES	3,463,259	3,512,032	3,626,764	3,646,500	3,342,441	0	3,646,500	3,646,500	0	0.00
050-3668	GREEN POWER SALES	5,919	5,493	3,040	6,000	5,816	0	6,000	6,000	0	0.00
050-3669	CITY USED UTILITIES	0	0	(109,615)	0	0	0	0	0	0	0.00
050-3670	STREET LIGHTS	79,023	78,896	79,239	80,000	65,920	0	80,000	80,000	0	0.00
TOTAL CHARGES		8,785,433	8,944,541	9,430,750	9,489,000	8,695,005	0	9,489,000	9,489,000	0	0.00
NOT USED											
OTHER CHARGES											
050-3800	MARKET VALUE ADJUSTMENT	(8,296)	(32,280)	(26,907)	0	(49,388)	0	0	0	0	0.00
050-3801	INVESTMENT INCOME	67,326	62,264	79,228	45,000	64,754	0	47,000	47,000	2,000	4.44
050-3802	RENTAL INCOME	55,774	49,979	52,352	50,000	14,799	0	50,000	50,000	0	0.00
050-3804	SALE OF GOODS & PROPERTY	1,304	10,400	425	0	960	0	0	0	0	0.00
050-3808	CONNECTION CHARGES	52,371	35,563	29,959	40,000	20,109	0	40,000	40,000	0	0.00
050-3850	PENALTY CHARGE - ELECTRIC	223,433	181,095	172,769	185,000	178,616	0	190,000	190,000	5,000	2.70
050-3865	REFUNDS & REIMBURSEMENTS	5,305	6,668	8,021	2,000	7,679	0	2,000	2,000	0	0.00
050-3894	PENSION CONTRIBUTION	0	5,286	385	0	0	0	0	0	0	0.00
050-3895	NSF CHECK FEE	2,010	1,680	2,208	1,500	1,710	0	1,500	1,500	0	0.00
050-3896	PROCESSING FEE	4,080	2,540	2,400	4,000	1,740	0	4,000	4,000	0	0.00
050-3898	DISCOUNT REVENUE	0	0	0	0	0	0	0	0	0	0.00
050-3899	MISCELLEANEOUS REVENUE (NT)	7,895	30,231	(2,591)	22,500	19,486	0	12,000	12,000	(10,500)	46.67-
TOTAL OTHER CHARGES		411,203	353,425	318,249	350,000	260,463	0	346,500	346,500	(3,500)	1.00-
TRANSFERS											
TOTAL REVENUES		9,210,205	9,336,590	9,770,983	9,839,000	8,975,472	0	9,835,500	9,835,500	(3,500)	0.04-

050-ELECTRIC UTILITY FUND
ELEC STRUCTURES/STATIONS
EXPENDITURES

	2018					2019				
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>PERSONNEL SERVICES</u>										
050-4-51-4010-000 FULL-TIME SALARIES	0	2,264	4,551	22,247	4,957	0	25,283	26,542	4,295	19.31
050-4-51-4011-000 OVERIME SALARIES	0	1,177	0	0	0	0	0	0	0	0.00
050-4-51-4020-000 PART-TIME EMPLOYEES	0	0	0	0	423	0	0	0	0	0.00
050-4-51-4030-000 DEFERRED COMPENSATION	0	59	88	520	117	0	562	562	42	8.08
050-4-51-4031-000 PERA CONTRIBUTION	0	(79)	289	1,669	374	0	1,896	1,991	322	19.29
050-4-51-4032-000 FICA CONTRIBUTION	0	231	246	1,379	304	0	1,568	1,646	267	19.36
050-4-51-4033-000 MEDICARE CONTRIBUTION	0	54	58	323	71	0	367	385	62	19.20
050-4-51-4040-000 HEALTH INSURANCE	0	389	410	2,423	538	0	3,087	2,986	563	23.24
050-4-51-4050-000 WORKERS COMPENSATION INSURAN	0	0	772	965	902	0	1,107	1,159	194	20.10
TOTAL PERSONNEL SERVICES	0	4,096	6,413	29,526	7,686	0	33,870	35,271	5,745	19.46
 <u>SUPPLIES</u>										
050-4-51-4120-000 OPERATING SUPPLIES	30	965	75	0	0	0	0	0	0	0.00
050-4-51-4235-000 MAINTENANCE MATERIALS	213	236	1,706	970	11,525	0	300	300	(670)	69.07-
050-4-51-4240-000 UNIFORMS	0	0	0	63	0	0	63	63	0	0.00
TOTAL SUPPLIES	243	1,201	1,781	1,033	11,525	0	363	363	(670)	64.86-
 <u>CONTRACTUAL SERVICES</u>										
050-4-51-4300-000 GENERAL CONTRACT/CONSULTING	213	0	234	0	0	0	0	0	0	0.00
050-4-51-4310-000 GENERAL SERVICE FEES	10,015	5,832	1,970	600	9,721	0	19,000	19,000	18,400	3,066.67
050-4-51-4320-000 COMMUNICATIONS DEVICES	544	0	0	0	0	0	0	0	0	0.00
050-4-51-4560-000 CITY MECHANIC	0	0	212	0	0	0	0	0	0	0.00
TOTAL CONTRACTUAL SERVICES	10,773	5,832	2,416	600	9,721	0	19,000	19,000	18,400	3,066.67
 <u>CAPITAL</u>										
050-4-51-4735-000 UTILITY	41,858	32,500	0	11,600	0	0	0	0	(11,600)	100.00-
TOTAL CAPITAL	41,858	32,500	0	11,600	0	0	0	0	(11,600)	100.00-
TOTAL ELEC STRUCTURES/STATIONS	52,873	43,628	10,610	42,759	28,932	0	53,233	54,634	11,875	27.77

PROPOSED BUDGET

AS OF: NOVEMBER 29TH, 2018

050-ELECTRIC UTILITY FUND

ELEC LINES OVERHEAD										
EXPENDITURES										
	((----- 2018 -----) (----- 2019 -----))									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>PERSONNEL SERVICES</u>										
050-4-52-4010-000 FULL-TIME SALARIES	347,996	312,497	379,689	435,529	324,748	0	458,002	479,703	44,174	10.14
050-4-52-4011-000 OVERTIME SALARIES	25,729	12,188	6,382	40,000	5,837	0	40,000	40,000	0	0.00
050-4-52-4020-000 PART-TIME SALARIES	20,199	17,871	21,666	19,746	24,359	0	19,746	19,746	0	0.00
050-4-52-4030-000 DEFERRED COMPENSATION	5,871	7,183	8,955	10,213	8,121	0	10,213	10,213	0	0.00
050-4-52-4031-000 PERA CONTRIBUTION	26,574	24,722	28,176	35,665	26,647	0	37,350	38,978	3,313	9.29
050-4-52-4032-000 FICA CONTRIBUTION	21,777	21,056	24,658	30,707	21,911	0	32,100	33,446	2,739	8.92
050-4-52-4033-000 MEDICARE CONTRIBUTION	5,093	4,924	5,767	7,181	5,124	0	7,507	7,822	641	8.93
050-4-52-4040-000 HEALTH INSURANCE	39,767	46,074	42,460	48,688	38,145	0	55,843	53,917	5,229	10.74
050-4-52-4050-000 WORKERS COMPENSATION INSURAN	0	0	14,641	22,383	19,836	0	23,363	24,270	1,887	8.43
TOTAL PERSONNEL SERVICES	493,006	446,517	532,394	650,112	474,728	0	684,124	708,095	57,983	8.92
<u>SUPPLIES</u>										
050-4-52-4120-000 OPERATING SUPPLIES	144	(138)	0	0	0	0	0	0	0	0.00
050-4-52-4205-000 SHOP MATERIALS	23,739	0	0	0	0	0	0	0	0	0.00
050-4-52-4210-000 MOTOR FUELS	6,339	5,059	5,887	6,500	4,613	0	6,500	6,500	0	0.00
050-4-52-4230-000 SMALL TOOLS & MINOR EQUIPMEN	3,183	3,913	9,449	6,000	474	0	5,000	5,000	(1,000)	16.67-
050-4-52-4235-000 MAINTENANCE MATERIALS	185,981	71,047	112,084	259,000	275,089	0	94,000	94,000	(165,000)	63.71-
050-4-52-4240-000 UNIFORMS	4,456	10,491	6,164	7,500	5,387	0	8,000	8,000	500	6.67
TOTAL SUPPLIES	223,843	90,372	133,584	279,000	285,564	0	113,500	113,500	(165,500)	59.32-
<u>CONTRACTUAL SERVICES</u>										
050-4-52-4300-000 GENERAL CONTRACT/CONSULTING(	11,197)	1,754	506	0	1,606	0	0	0	0	0.00
050-4-52-4310-000 GENERAL SERVICE FEES	1,577	6,367	12,619	22,500	14,763	0	22,500	22,500	0	0.00
050-4-52-4315-000 PERSONNEL TESTING	279	279	310	0	0	0	0	0	0	0.00
050-4-52-4320-000 COMMUNICATIONS DEVICES	1,208	3,504	2,334	2,500	2,061	0	2,500	2,500	0	0.00
050-4-52-4330-000 POSTAGE	225	408	1,128	1,200	1,211	0	1,200	1,200	0	0.00
050-4-52-4370-000 TRAINING & TRAVEL	14,784	20,128	12,685	27,000	11,025	0	27,300	27,300	300	1.11
050-4-52-4510-000 REFUSE & RECYCLING	0	0	(396)	600	0	0	2,000	2,000	1,400	233.33
050-4-52-4560-000 CITY MECHANIC	19,142	28,400	21,607	18,000	11,120	0	18,000	18,000	0	0.00
TOTAL CONTRACTUAL SERVICES	26,020	60,840	50,795	71,800	41,786	0	73,500	73,500	1,700	2.37
<u>CAPITAL</u>										
050-4-52-4710-000 FIELD EQUIPMENT	999	0	0	309,699	476	0	85,000	85,000	(224,699)	72.55-
050-4-52-4750-000 IMPROVEMENTS OTHER THAN BLDG	132,354	0	0	0	0	0	0	0	0	0.00
TOTAL CAPITAL	133,353	0	0	309,699	476	0	85,000	85,000	(224,699)	72.55-
<u>TRANSFERS</u>										
TOTAL ELEC LINES OVERHEAD	876,221	597,729	716,773	1,310,611	802,554	0	956,124	980,095	(330,516)	25.22-

PROPOSED BUDGET

AS OF: NOVEMBER 29TH, 2018

050-ELECTRIC UTILITY FUND

ELEC LINES UNDERGROUND

EXPENDITURES	(----- 2018 -----) (----- 2019 -----)									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>PERSONNEL SERVICES</u>										
050-4-53-4010-000 FULL-TIME SALARIES	142,360	272,161	284,814	248,446	261,936	0	262,345	274,336	25,890	10.42
050-4-53-4011-000 OVERTIME SALARIES	2,807	1,924	2,862	15,000	2,186	0	15,000	15,000	0	0.00
050-4-53-4020-000 PART-TIME SALARIES	26,590	10,040	9,777	19,746	1,979	0	19,746	19,746	0	0.00
050-4-53-4030-000 DEFERRED COMPENSATION	2,514	3,467	6,292	5,845	5,794	0	5,866	5,866	21	0.36
050-4-53-4031-000 PERA CONTRIBUTION	11,627	17,523	19,962	19,758	19,409	0	20,801	21,700	1,942	9.83
050-4-53-4032-000 FICA CONTRIBUTION	10,289	16,118	19,534	17,558	17,148	0	18,420	19,163	1,605	9.14
050-4-53-4033-000 MEDICARE CONTRIBUTION	2,406	3,770	4,568	4,106	4,010	0	4,308	4,482	376	9.16
050-4-53-4040-000 HEALTH INSURANCE	14,513	20,049	29,526	27,518	25,213	0	31,728	30,568	3,050	11.08
050-4-53-4050-000 WORKERS COMPENSATION INSURAN	0	0	8,466	12,901	11,442	0	13,520	14,026	1,125	8.72
TOTAL PERSONNEL SERVICES	213,105	345,052	385,800	370,878	349,116	0	391,734	404,887	34,009	9.17
<u>SUPPLIES</u>										
050-4-53-4205-000 SHOP MATERIALS	5,240	0	0	0	0	0	0	0	0	0.00
050-4-53-4210-000 MOTOR FUELS	4,259	3,144	4,961	4,500	4,391	0	5,000	5,000	500	11.11
050-4-53-4230-000 SMALL TOOLS & MINOR EQUIPMEN	1,033	5,436	9,129	9,000	2,541	0	9,000	9,000	0	0.00
050-4-53-4235-000 MAINTENANCE MATERIALS	97,826	182,751	179,084	171,000	362,117	0	176,000	176,000	5,000	2.92
050-4-53-4235-204 MAINTENANCE MATERIALS-VETS P	2,576	0	0	0	0	0	0	0	0	0.00
050-4-53-4240-000 UNIFORMS	0	0	0	703	0	0	703	703	0	0.00
TOTAL SUPPLIES	110,933	191,330	193,174	185,203	369,049	0	190,703	190,703	5,500	2.97
<u>CONTRACTUAL SERVICES</u>										
050-4-53-4304-000 ENGINEERING SERVICES	1,103	0	800	0	0	0	0	0	0	0.00
050-4-53-4310-000 GENERAL SERVICE FEES	60,549	126,399	146,135	181,500	80,881	0	151,500	151,500	(30,000)	16.53
050-4-53-4500-000 UTILITIES	(3,523)	0	0	0	0	0	0	0	0	0.00
050-4-53-4560-000 CITY MECHANIC	9,615	10,678	8,083	12,000	10,894	0	15,000	15,000	3,000	25.00
TOTAL CONTRACTUAL SERVICES	67,744	137,077	155,018	193,500	91,775	0	166,500	166,500	(27,000)	13.95
<u>CAPITAL</u>										
050-4-53-4710-000 FIELD EQUIPMENT	3,228	18,492	1,103	121,500	3,107	0	207,500	207,500	86,000	70.78
050-4-53-4735-000 UTILITY	65	0	0	0	0	0	0	0	0	0.00
TOTAL CAPITAL	3,293	18,492	1,103	121,500	3,107	0	207,500	207,500	86,000	70.78
TOTAL ELEC LINES UNDERGROUND	395,074	691,951	735,094	871,081	813,047	0	956,437	969,590	98,509	11.31

PROPOSED BUDGET

AS OF: NOVEMBER 29TH, 2018

050-ELECTRIC UTILITY FUND
ELECTRIC ADMINISTRATION
EXPENDITURES

	((----- 2018 -----))					((----- 2019 -----))				
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>PERSONNEL SERVICES</u>										
050-4-54-4010-000 FULL-TIME SALARIES	384,759	368,983	304,821	282,219	266,094	0	288,861	297,212	14,993	5.31
050-4-54-4011-000 OVERTIME SALARIES	2,894	8,529	97	0	584	0	0	0	0	0.00
050-4-54-4020-000 PART-TIME SALARIES	26,956	34,090	25,275	28,333	21,682	0	23,841	27,511	(822)	2.90-
050-4-54-4030-000 DEFERRED COMPENSATION	10,206	9,032	8,834	9,575	9,381	0	9,715	10,710	1,135	11.85
050-4-54-4031-000 PERA CONTRIBUTION	28,004	29,878	24,237	23,291	21,691	0	23,453	24,354	1,063	4.56
050-4-54-4032-000 FICA CONTRIBUTION	23,317	24,802	20,291	19,254	18,405	0	19,387	20,133	879	4.57
050-4-54-4033-000 MEDICARE CONTRIBUTION	5,453	5,801	4,761	4,503	4,305	0	4,534	4,708	205	4.55
050-4-54-4040-000 HEALTH INSURANCE	36,059	30,380	29,966	25,472	26,312	0	29,684	29,974	4,502	17.67
050-4-54-4050-000 WORKERS COMPENSATION INSURAN	15,023	32,219	2,006	3,034	2,696	0	3,052	3,163	129	4.25
050-4-54-4060-000 UNEMPLOYMENT CLAIMS	<u>2,612</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES	535,280	543,715	420,288	395,681	371,149	0	402,527	417,765	22,084	5.58
<u>SUPPLIES</u>										
050-4-54-4110-000 OFFICE SUPPLIES	1,743	3,566	2,224	3,500	488	0	3,500	3,500	0	0.00
050-4-54-4115-000 TRAINING SUPPLIES	0	0	0	500	0	0	500	500	0	0.00
050-4-54-4120-000 OPERATING SUPPLIES	515	7,208	132	0	0	0	0	0	0	0.00
050-4-54-4235-000 MAINTENANCE MATERIALS	<u>34</u>	<u>340</u>	<u>267</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL SUPPLIES	2,291	11,115	2,623	4,000	488	0	4,000	4,000	0	0.00
<u>CONTRACTUAL SERVICES</u>										
050-4-54-4300-000 GENERAL CONTRACT/CONSULTING	15,792	19,955	10,328	15,000	7,823	0	15,000	15,000	0	0.00
050-4-54-4301-000 FINANCIAL SERVICES	18,442	51,380	19,388	19,030	18,666	0	19,030	19,030	0	0.00
050-4-54-4302-000 LEGAL SERVICES	5,212	3,325	7,359	5,000	1,786	0	5,000	5,000	0	0.00
050-4-54-4304-000 ENGINEERING SERVICES (	1,646)	24,796	0	0	0	0	0	0	0	0.00
050-4-54-4305-000 SOFTWARE & TECHNOLOGY SERVIC	0	47,272	87,000	95,759	67,141	0	42,547	42,547	(53,212)	55.57-
050-4-54-4306-000 GREEN POWER PURCHASED	0	3,902	839	0	0	0	0	0	0	0.00
050-4-54-4310-000 GENERAL SERVICE FEES	63,571	106,688	98,149	71,549	99,490	0	74,199	74,199	2,650	3.70
050-4-54-4316-000 POWER PURCHASE	5,794,355	5,559,729	5,506,510	5,585,915	5,053,127	0	5,620,789	5,620,789	34,874	0.62
050-4-54-4317-000 GREEN POWER/CLEAN ENERGY	6,487	2,004	4,202	7,923	6,223	0	7,923	7,923	0	0.00
050-4-54-4320-000 COMMUNICATIONS DEVICES	3,358	2,204	2,129	1,150	1,284	0	1,650	1,650	500	43.48
050-4-54-4321-000 UTILITY REBATES	15,905	11,400	0	0	0	0	0	0	0	0.00
050-4-54-4330-000 POSTAGE	3,206	399	1,176	1,848	789	0	1,848	1,848	0	0.00
050-4-54-4340-000 PRINTING & BINDING	22,754	17,592	17,995	18,000	15,479	0	18,000	18,000	0	0.00
050-4-54-4360-000 DUES & SUBSCRIPTIONS	16,599	11,890	16,476	17,600	17,365	0	17,600	17,600	0	0.00
050-4-54-4370-000 TRAINING & TRAVEL	4,425	(1,613)	4,899	4,500	2,201	0	4,500	5,366	866	19.24
050-4-54-4400-000 GENERAL LIABILITY INSURANCE	4,543	9,382	7,021	10,903	18,604	0	28,500	28,500	17,597	161.40
050-4-54-4410-000 PROPERTY INSURANCE	3,747	4,030	7,703	1,446	9,604	0	1,446	1,446	0	0.00
050-4-54-4420-000 AUTOMOTIVE INSURANCE	8,778	6,088	4,396	4,497	3,597	0	4,497	4,741	244	5.43
050-4-54-4500-000 UTILITIES	55,949	49,365	47,561	27,433	27,739	0	27,433	27,433	0	0.00
050-4-54-4540-000 FIBER SERVICE	0	0	0	0	0	0	7,197	7,197	7,197	0.00
050-4-54-4550-000 BUILDING MAINTENANCE	0	0	0	0	0	0	15,708	15,708	15,708	0.00
050-4-54-4600-000 CONTRACTED REPAIR & MAINT.	0	0	0	0	265	0	0	0	0	0.00
050-4-54-4630-000 MISCELLANEOUS	0	0	0	0	7,301	0	0	0	0	0.00
050-4-54-4640-000 COLLECTED FOR OTHER AGENCIES	127	26,651	154,282	155,622	156,728	0	155,622	155,622	0	0.00
050-4-54-4660-000 INTEREST ON CUSTOMER DEPOSIT	<u>0</u>	<u>252</u>	<u>1,067</u>	<u>0</u>	<u>4,738</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	6,041,606	5,956,689	5,998,481	6,043,175	5,519,948	0	6,068,489	6,069,599	26,424	0.44

050-ELECTRIC UTILITY FUND
ELECTRIC ADMINISTRATION
EXPENDITURES

	((----- 2018 -----) (----- 2019 -----))									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>CAPITAL</u>										
050-4-54-4705-000 OFFICE EQUIPMENT	3,719	0	0	0	457	0	0	0	0	0.00
050-4-54-4725-086 HEAVY MACHINERY	63	0	0	0	0	0	0	0	0	0.00
050-4-54-4798-000 DEPRECIATION	<u>65,916</u>	<u>71,606</u>	<u>73,602</u>	<u>61,050</u>	<u>0</u>	<u>0</u>	<u>73,602</u>	<u>73,602</u>	<u>12,552</u>	<u>20.56</u>
TOTAL CAPITAL	69,698	71,606	73,602	61,050	457	0	73,602	73,602	12,552	20.56
<u>DEBT</u>										
050-4-54-4831-000 BAD DEBT EXPENSE	<u>47,125</u>	<u>24,640</u>	<u>7,734</u>	<u>47,000</u>	<u>65,277</u>	<u>0</u>	<u>47,000</u>	<u>47,000</u>	<u>0</u>	<u>0.00</u>
TOTAL DEBT	47,125	24,640	7,734	47,000	65,277	0	47,000	47,000	0	0.00
<u>TRANSFERS</u>										
050-4-54-4920-000 OTHER OPERATING TRANSFERS	1,147,067	962,247	560,630	406,800	260,463	0	236,744	236,744	(170,056)	41.80-
050-4-54-4993-000 FRANCHISE FEES	<u>375,224</u>	<u>346,059</u>	<u>368,484</u>	<u>343,200</u>	<u>0</u>	<u>0</u>	<u>363,256</u>	<u>363,256</u>	<u>20,056</u>	<u>5.84</u>
TOTAL TRANSFERS	1,522,291	1,308,306	929,115	750,000	260,463	0	600,000	600,000	(150,000)	20.00-
TOTAL ELECTRIC ADMINISTRATION	8,218,291	7,916,070	7,431,843	7,300,906	6,217,781	0	7,195,618	7,211,966	(88,940)	1.22-

050-ELECTRIC UTILITY FUND

DEBT

EXPENDITURES

(------ 2018 -----) (------ 2019 -----)										
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>DEBT</u>										
050-4-90-4800-000 BONDING & DEBT ISSUANCE-PRIN	0	0	0	130,000	0	0	130,000	130,000	0	0.00
050-4-90-4810-000 BONDING & DEBT ISSUANCE-INT.	76,146	70,760	64,927	61,193	34,341	0	54,595	54,595	(6,598)	10.78-
050-4-90-4820-000 BONDING & DEBT ISSUANCE-OTHE	0	3,300	900	450	496	0	500	500	50	11.11
050-4-90-4830-000 BANK CHARGES	<u>400</u>	<u>450</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL DEBT	76,546	74,510	65,827	191,643	34,838	0	185,095	185,095	(6,548)	3.42-
TOTAL DEBT	76,546	74,510	65,827	191,643	34,838	0	185,095	185,095	(6,548)	3.42-

048-WATER UTILITY FUND

REVENUES		((------ 2018 -----) (------ 2019 -----))									
		2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
		ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>SPEC ASSESSMENT TAXES</u>											
048-3111	S/A CURRENT	0	(12,298)	0	0	0	0	0	0	0	0.00
048-3112	S/A DELINQUENT	0	110	0	0	0	0	0	0	0	0.00
048-3113	S/A INTEREST	540	181	581	0	0	0	0	0	0	0.00
TOTAL SPEC ASSESSMENT TAXES		540	(12,007)	581	0	0	0	0	0	0	0.00
<u>INTERGOVERNMENTAL</u>											
048-3522	STATE GRANTS	0	3,450	0	0	0	0	0	0	0	0.00
TOTAL INTERGOVERNMENTAL		0	3,450	0	0	0	0	0	0	0	0.00
<u>CHARGES</u>											
048-3660	RES WATER SALES	1,176,482	1,274,202	1,355,621	1,065,000	1,165,275	0	1,325,000	1,325,000	260,000	24.41
048-3661	COMM WATER SALES	320,864	343,119	398,668	272,073	358,734	0	370,000	370,000	97,927	35.99
TOTAL CHARGES		1,497,346	1,617,321	1,754,290	1,337,073	1,524,009	0	1,695,000	1,695,000	357,927	26.77
<u>NOT USED</u>											
<u>OTHER CHARGES</u>											
048-3800	MARKET VALUE ADJUSTMENT	(2,156)	(8,727)	(9,527)	0	(22,485)	0	0	0	0	0.00
048-3801	INVESTMENT INCOME	9,883	26,071	33,670	3,000	33,242	0	16,000	16,000	13,000	433.33
048-3804	SALE OF GOODS & PROPERTY	3,538	0	4,850	0	0	0	0	0	0	0.00
048-3808	CONNECTION CHARGES	68,150	28,358	0	164,934	4,400	0	0	0	(164,934)	100.00-
048-3812	METER SALES-REMOTE	1,850	2,350	2,175	0	955	0	0	0	0	0.00
048-3815	ESCROW-INV INCOME	(3,530)	0	0	0	0	0	0	0	0	0.00
048-3851	PENALTY CHARGE - WATER	(382)	1,426	1,615	0	1,821	0	0	0	0	0.00
048-3853	PENALTY CHARGE-WATER CONNECT	30,286	31,718	28,682	20,000	29,249	0	30,000	30,000	10,000	50.00
048-3870	CONTRIBUTED CAPITAL ASSETS	42,799	0	0	0	0	0	0	0	0	0.00
048-3890	MISC WATER REV	300	2,652	404	0	0	0	0	0	0	0.00
048-3894	PENSION CONTRIBUTIONS	0	757	59	0	0	0	0	0	0	0.00
048-3899	MISCELLEANEOUS REVENUE (NT)	(9)	4,585	0	0	0	0	0	0	0	0.00
TOTAL OTHER CHARGES		150,729	89,190	61,928	187,934	47,183	0	46,000	46,000	(141,934)	75.52-
<u>TRANSFERS</u>											
048-3996	BOND PREMIUM	0	2,817	3,673	0	0	0	0	0	0	0.00
TOTAL TRANSFERS		0	2,817	3,673	0	0	0	0	0	0	0.00
TOTAL REVENUES		1,648,615	1,700,770	1,820,473	1,525,007	1,571,192	0	1,741,000	1,741,000	215,993	14.16

PROPOSED BUDGET

AS OF: NOVEMBER 29TH, 2018

048-WATER UTILITY FUND
WATER LINES
EXPENDITURES

((----- 2018 -----)) ((----- 2019 -----))									
2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
PERSONNEL SERVICES									
048-4-62-4010-000 FULL-TIME SALARIES	107,290	128,173	139,894	158,396	124,811	0	165,864	163,661	5,265 3.32
048-4-62-4011-000 OVERTIME SALARIES	13,408	4,537	3,323	15,000	6,814	0	15,000	15,000	0 0.00
048-4-62-4020-000 PART-TIME SALARIES	7,261	8,460	8,450	21,585	17,916	0	19,866	23,246	1,661 7.70
048-4-62-4030-000 DEFERRED COMPENSATION	3,528	3,747	4,563	4,805	4,469	0	5,054	5,242	437 9.09
048-4-62-4031-000 PERA CONTRIBUTION	9,518	10,313	11,198	13,724	10,883	0	14,305	14,393	669 4.88
048-4-62-4032-000 FICA CONTRIBUTION	7,567	9,085	9,190	12,089	9,418	0	12,445	12,518	429 3.55
048-4-62-4033-000 MEDICARE CONTRIBUTION	1,777	2,125	2,149	2,828	2,202	0	2,911	2,928	100 3.55
048-4-62-4040-000 HEALTH INSURANCE	20,234	18,711	25,611	18,475	27,243	0	21,460	19,554	1,079 5.84
048-4-62-4050-000 WORKERS COMPENSATION INSURAN	8,412	9,995	7,771	8,520	8,459	0	8,779	8,451	(69) 0.80-
TOTAL PERSONNEL SERVICES	178,994	195,146	212,149	255,421	212,216	0	265,684	264,993	9,572 3.75
SUPPLIES									
048-4-62-4110-000 OFFICE SUPPLIES	672	940	0	1,000	0	0	1,000	1,000	0 0.00
048-4-62-4120-000 OPERATING SUPPLIES	2,428	78	0	3,000	149	0	3,000	3,000	0 0.00
048-4-62-4205-000 SHOP MATERIALS	321,234	246,573	3,421	37,500	3,635	0	37,500	37,500	0 0.00
048-4-62-4210-000 MOTOR FUELS	3,097	2,313	2,183	4,500	5,366	0	4,500	4,500	0 0.00
048-4-62-4211-000 LUBRICANTS & ADDITIVES	0	0	0	2,000	0	0	2,000	2,000	0 0.00
048-4-62-4215-000 CHEMICALS & CHEMICAL PRODUCT	11,840	6,166	8,773	13,000	5,000	0	13,000	13,000	0 0.00
048-4-62-4230-000 SMALL TOOLS & MINOR EQUIPMEN	5,568	4,831	4,513	3,000	2,937	0	3,000	3,000	0 0.00
048-4-62-4235-000 MAINTENANCE MATERIALS	7,503	9,270	11,730	20,000	21,470	0	20,000	20,000	0 0.00
048-4-62-4240-000 UNIFORMS	4,254	3,786	2,036	3,987	2,222	0	4,000	4,000	13 0.34
TOTAL SUPPLIES	356,596	273,958	32,656	87,987	40,779	0	88,000	88,000	13 0.02
CONTRACTUAL SERVICES									
048-4-62-4300-000 GENERAL CONTRACT/CONSULTING	10,842	30,801	24,579	10,000	9,947	0	10,000	10,000	0 0.00
048-4-62-4301-000 FINANCIAL SERVICES	9,712	10,905	10,295	8,105	7,653	0	8,105	8,105	0 0.00
048-4-62-4302-000 LEGAL SERVICES	0	0	0	0	7,414	0	0	0	0 0.00
048-4-62-4303-000 PLANNING SERVICES	0	0	0	5,000	0	0	5,000	5,000	0 0.00
048-4-62-4304-000 ENGINEERING SERVICES	72	15,476	15,421	14,600	15,515	0	14,600	54,600	40,000 273.97
048-4-62-4304-102 ENGINEERING SERVICES	0	0	170	0	0	0	0	0	0 0.00
048-4-62-4305-000 SOFTWARE & TECHNOLOGY SERVIC	13,469	19,233	28,965	50,859	29,646	0	49,792	49,792	(1,067) 2.10-
048-4-62-4310-000 GENERAL SERVICE FEES	39,434	15,297	23,240	26,250	31,907	0	36,942	36,942	10,692 40.73
048-4-62-4315-000 PERSONNEL TESTING	341	341	341	1,200	0	0	1,200	1,200	0 0.00
048-4-62-4320-000 COMMUNICATIONS DEVICES	0	0	0	2,620	0	0	2,620	2,620	0 0.00
048-4-62-4330-000 POSTAGE	3,010	653	1,184	1,848	791	0	1,848	1,848	0 0.00
048-4-62-4340-000 PRINTING & BINDING	23,980	22,185	12,077	29,500	17,998	0	29,500	29,500	0 0.00
048-4-62-4360-000 DUES & SUBSCRIPTIONS	4,846	4,822	250	6,250	308	0	6,250	6,250	0 0.00
048-4-62-4370-000 TRAINING & TRAVEL	1,827	1,666	2,099	3,000	1,366	0	3,000	3,865	865 28.83
048-4-62-4390-000 ADVERTISING & LEGAL NOTICES	0	0	0	500	0	0	500	500	0 0.00
048-4-62-4400-000 GENERAL LIABILITY INSURANCE	723	1,358	972	2,350	2,867	0	5,600	5,600	3,250 138.30
048-4-62-4410-000 PROPERTY INSURANCE	776	1,542	3,560	5,807	2,773	0	5,807	5,807	0 0.00
048-4-62-4420-000 AUTOMOTIVE INSURANCE	2,572	2,586	1,922	2,016	642	0	2,016	856	(1,160) 57.54-
048-4-62-4500-000 UTILITIES	98,573	94,838	90,128	110,250	81,735	0	110,250	110,250	0 0.00
048-4-62-4540-000 FIBER SERVICE	0	0	0	0	0	0	17,198	17,198	17,198 0.00
048-4-62-4550-000 BUILDING MAINTENANCE	0	0	0	0	0	0	13,271	13,271	13,271 0.00

048-WATER UTILITY FUND
WATER LINES
EXPENDITURES

	((------ 2018 -----) (------ 2019 -----))									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
048-4-62-4560-000 CITY MECHANIC	22,832	24,535	5,547	28,000	9,146	0	28,000	28,000	0	0.00
048-4-62-4570-000 EQUIPMENT RENTAL	24,750	21,797	29,467	29,834	29,834	0	53,600	53,600	23,766	79.66
048-4-62-4575-000 GENERAL RENTALS	0	0	0	3,600	677	0	3,600	3,600	0	0.00
048-4-62-4600-000 CONTRACTED REPAIR & MAINT.	136,657	67,138	26,360	71,000	20,238	0	71,000	71,000	0	0.00
048-4-62-4630-000 MISCELLANEOUS	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>668</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	394,416	335,173	276,576	412,589	271,125	0	479,699	519,404	106,815	25.89
<u>CAPITAL</u>										
048-4-62-4705-000 OFFICE EQUIPMENT	0	0	0	0	398	0	0	0	0	0.00
048-4-62-4710-000 FIELD EQUIPMENT	0	4,010	0	0	0	0	0	0	0	0.00
048-4-62-4735-000 UTILITY	0	0	0	52,500	0	0	52,500	52,500	0	0.00
048-4-62-4746-504 CAPITAL IMPROVEMENTS	0	0	0	0	(1,159)	0	0	0	0	0.00
048-4-62-4798-000 DEPRECIATION	<u>162,240</u>	<u>162,914</u>	<u>167,070</u>	<u>162,914</u>	<u>0</u>	<u>0</u>	<u>167,070</u>	<u>167,070</u>	<u>4,156</u>	<u>2.55</u>
TOTAL CAPITAL	162,240	166,924	167,070	215,414	(760)	0	219,570	219,570	4,156	1.93
<u>DEBT</u>										
048-4-62-4831-000 BAD DEBT EXPENSE	<u>47</u>	<u>16</u>	<u>19</u>	<u>0</u>	<u>352</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL DEBT	47	16	19	0	352	0	0	0	0	0.00
<u>TRANSFERS</u>										
048-4-62-4920-000 OTHER OPERATING TRANSFERS	<u>185,000</u>	<u>205,000</u>	<u>205,000</u>	<u>205,000</u>	<u>205,000</u>	<u>0</u>	<u>205,000</u>	<u>205,000</u>	<u>0</u>	<u>0.00</u>
TOTAL TRANSFERS	185,000	205,000	205,000	205,000	205,000	0	205,000	205,000	0	0.00
TOTAL WATER LINES	1,277,294	1,176,218	893,470	1,176,411	728,712	0	1,257,953	1,296,967	120,556	10.25

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CITY OF NORTH ST. PAUL

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PROPOSED BUDGET

AS OF: NOVEMBER 29TH, 2018

048-WATER UTILITY FUND

DEBT

EXPENDITURES

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049-WASTE WATER UTILITY FUND

REVENUES		((------ 2018 -----) (------ 2019 -----))									
		2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
		ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>SPEC ASSESSMENT TAXES</u>											
049-3111	S/A CURRENT	0	(28,731)	0	0	0	0	0	0	0	0.00
049-3112	S/A DELINQUENT	0	(393)	0	0	0	0	0	0	0	0.00
049-3113	S/A INTEREST	<u>332</u>	<u>222</u>	<u>470</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL SPEC ASSESSMENT TAXES		332	(28,902)	470	0	0	0	0	0	0	0.00
<u>INTERGOVERNMENTAL</u>											
049-3541	OTHER GRANTS	<u>7,575</u>	<u>114,748</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL INTERGOVERNMENTAL		7,575	114,748	0	0	0	0	0	0	0	0.00
<u>CHARGES</u>											
049-3662	RES. SEWER CHARGE	1,455,906	1,592,924	1,688,332	1,751,630	1,492,442	0	1,680,000	1,680,000	(71,630)	4.09-
049-3663	COMM. SEWER CHARGE	271,116	299,154	329,663	316,774	295,465	0	320,000	320,000	3,226	1.02
049-3667	MAPLEWOOD BILLING CHARGE	<u>6,327</u>	<u>5,884</u>	<u>5,889</u>	<u>0</u>	<u>4,919</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CHARGES		1,733,349	1,897,962	2,023,883	2,068,404	1,792,827	0	2,000,000	2,000,000	(68,404)	3.31-
<u>NOT USED</u>											
<u>OTHER CHARGES</u>											
049-3800	MARKET VALUE ADJUSTMENT	(2,060)	(14,239)	(11,707)	0	(22,070)	0	0	0	0	0.00
049-3801	INVESTMENT INCOME	13,396	36,829	37,423	8,000	30,480	0	19,000	19,000	11,000	137.50
049-3808	CONNECTION CHARGES	62,800	148,894	0	97,614	1,800	0	75,000	75,000	(22,614)	23.17-
049-3815	ESCROW-INV INCOME	(2,212)	0	0	0	0	0	0	0	0	0.00
049-3852	PENALTY CHARGE - SEWER	36,558	38,555	39,327	30,000	40,238	0	35,000	35,000	5,000	16.67
049-3870	CONTRIBUTED CAPITAL ASSETS	63,034	0	0	0	0	0	0	0	0	0.00
049-3891	MISC SEWER REVENUE	0	25	6,050	0	0	0	0	0	0	0.00
049-3894	PENSION CONTRIBUTIONS	0	635	53	0	0	0	0	0	0	0.00
049-3898	DISCOUNT REVENUE	0	3,759	25	0	0	0	0	0	0	0.00
049-3899	MISCELLEANEOUS REVENUE (NT)	(<u>32</u>)	<u>0</u>	<u>35,801</u>	<u>0</u>	<u>484</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL OTHER CHARGES		171,484	214,458	106,972	135,614	50,933	0	129,000	129,000	(6,614)	4.88-
<u>TRANSFERS</u>											
049-3996	BOND PREMIUM	<u>0</u>	<u>4,687</u>	<u>8,357</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL TRANSFERS		0	4,687	8,357	0	0	0	0	0	0	0.00
TOTAL REVENUES		1,912,740	2,202,952	2,139,683	2,204,018	1,843,759	0	2,129,000	2,129,000	(75,018)	3.40-

PROPOSED BUDGET

AS OF: NOVEMBER 29TH, 2018

049-WASTE WATER UTILITY FUND

WASTE WATER LINES EXPENDITURES	((----- 2018 -----) (----- 2019 -----))									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
049-4-72-4400-000 GENERAL LIABILITY INSURANCE	8,040	24,462	8,614	1,832	4,151	0	7,500	7,500	5,668	309.39
049-4-72-4410-000 PROPERTY INSURANCE	119	870	2,216	6,284	2,809	0	6,284	6,284	0	0.00
049-4-72-4420-000 AUTOMOTIVE INSURANCE	2,745	2,376	1,518	1,481	1,245	0	1,481	1,592	111	7.49
049-4-72-4500-000 UTILITIES	2,863	3,229	2,885	3,150	5,789	0	3,150	3,150	0	0.00
049-4-72-4540-000 FIBER SERVICE	0	0	0	0	0	0	14,198	14,198	14,198	0.00
049-4-72-4550-000 BUILDING MAINTENANCE	0	0	0	0	0	0	13,271	13,271	13,271	0.00
049-4-72-4560-000 CITY MECHANIC	11,297	9,329	4,942	10,000	9,310	0	10,000	10,000	0	0.00
049-4-72-4570-000 EQUIPMENT RENTAL	28,542	28,665	60,740	64,334	62,334	0	80,400	80,400	16,066	24.97
049-4-72-4575-000 GENERAL RENTALS	0	0	0	0	0	0	2,000	2,000	2,000	0.00
049-4-72-4600-000 CONTRACTED REPAIR & MAINT.	28,519	134,263	0	40,000	265	0	40,000	40,000	0	0.00
049-4-72-4630-000 MISCELLANEOUS	0	0	0	0	25,782	0	0	0	0	0.00
TOTAL CONTRACTUAL SERVICES	1,057,938	1,169,230	1,104,566	1,225,200	1,266,071	0	1,296,064	1,297,040	71,840	5.86
CAPITAL										
049-4-72-4705-000 OFFICE EQUIPMENT	1,859	0	0	0	0	0	0	0	0	0.00
049-4-72-4710-000 FIELD EQUIPMENT	3,435	0	0	5,500	0	0	5,500	5,500	0	0.00
049-4-72-4746-502 CAPITAL IMPROVEMENTS	62,808	0	0	0	0	0	0	0	0	0.00
049-4-72-4746-504 CAPITAL IMPROVEMENTS	0	0	(19,214)	0	(2,185)	0	0	0	0	0.00
049-4-72-4746-505 CAPITAL IMPROVEMENTS	0	0	(0)	0	(49,058)	0	0	0	0	0.00
049-4-72-4798-000 DEPRECIATION	113,889	106,296	108,295	106,295	0	0	108,295	108,295	2,000	1.88
TOTAL CAPITAL	181,992	106,296	89,080	111,795	(51,242)	0	113,795	113,795	2,000	1.79
DEBT										
049-4-72-4831-000 BAD DEBT EXPENSE	59	(113)	(192)	0	0	0	0	0	0	0.00
TOTAL DEBT	59	(113)	(192)	0	0	0	0	0	0	0.00
TRANSFERS										
049-4-72-4920-000 OTHER OPERATING TRANSFERS	125,000	145,000	145,000	145,000	145,000	0	145,000	145,000	0	0.00
TOTAL TRANSFERS	125,000	145,000	145,000	145,000	145,000	0	145,000	145,000	0	0.00
TOTAL WASTE WATER LINES										
TOTAL WASTE WATER LINES	1,505,820	1,599,065	1,541,192	1,699,777	1,535,221	0	1,839,567	1,835,849	136,072	8.01

PROPOSED BUDGET

AS OF: NOVEMBER 29TH, 2018

049-WASTE WATER UTILITY FUND

EXPENDITURES	((------ 2018 -----) (------ 2019 -----))									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
DEBT										
049-4-90-4800-000 BONDING & DEBT ISSUANCE-PRIN	0	0	0	378,292	0	0	500,136	500,137	121,845	32.21
049-4-90-4810-000 BONDING & DEBT ISSUANCE - IN	123,746	139,772	112,497	101,119	59,432	0	102,469	102,469	1,350	1.34
049-4-90-4820-000 BONDING & DEBT ISSUANCE-OTH(	7,432)	35,698	361	1,108	500	0	1,731	1,731	623	56.23
049-4-90-4820-506 BONDING & DEBT ISSUANCE-OTHE	0	0	4,158	0	0	0	0	0	0	0.00
049-4-90-4820-507 BOND & DEBT ISSUANCE-OTHER	0	0	2,527	0	0	0	0	0	0	0.00
049-4-90-4820-508 BONDING & DEBT ISSUANCE OTHE	0	0	4,338	0	0	0	0	0	0	0.00
049-4-90-4830-000 BANK CHARGES	525	0	0	0	0	0	0	0	0	0.00
TOTAL DEBT	116,839	175,470	123,881	480,518	59,932	0	604,336	604,337	123,819	25.77
TOTAL DEBT	116,839	175,470	123,881	480,518	59,932	0	604,336	604,337	123,819	25.77

049-WASTE WATER UTILITY FUND

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EXPENDITURES

(----- 2018 -----) (----- 2019 -----)

2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE

PERSONNEL SERVICES

049-4-99-4035-000 PENSION EXPENSE	<u>3,136</u>	<u>14,632</u>	<u>9,999</u>	<u>14,650</u>	<u>0</u>	<u>0</u>	<u>15,000</u>	<u>15,000</u>	<u>350</u>	<u>2.39</u>
TOTAL PERSONNEL SERVICES	3,136	14,632	9,999	14,650	0	0	15,000	15,000	350	2.39

TOTAL GASE	3,136	14,632	9,999	14,650	0	0	15,000	15,000	350	2.39
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PROPOSED BUDGET

AS OF: NOVEMBER 29TH, 2018

052-SURFACE WATER UTILITY

REVENUES		((------ 2018 -----) (------ 2019 -----))									
		2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
		ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>SPEC ASSESSMENT TAXES</u>											
052-3111	S/A CURRENT	0	1,410	0	0	0	0	0	0	0	0.00
052-3112	S/A DELINQUENT	0	(344)	0	0	0	0	0	0	0	0.00
052-3113	S/A INTEREST	<u>51</u>	<u>106</u>	<u>162</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL SPEC ASSESSMENT TAXES		51	1,171	162	0	0	0	0	0	0	0.00
<u>INTERGOVERNMENTAL</u>											
052-3541	OTHER GRANTS	<u>17,271</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL INTERGOVERNMENTAL		17,271	0	0	0	0	0	0	0	0	0.00
<u>CHARGES</u>											
052-3670	SURFACE UTILITY CHARGE	<u>604,372</u>	<u>658,100</u>	<u>716,538</u>	<u>761,963</u>	<u>673,450</u>	<u>0</u>	<u>715,000</u>	<u>775,000</u>	<u>13,037</u>	<u>1.71</u>
TOTAL CHARGES		604,372	658,100	716,538	761,963	673,450	0	715,000	775,000	13,037	1.71
<u>NOT USED</u>		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>OTHER CHARGES</u>											
052-3800	MARKET VALUE ADJUSTMENT	(2,780)	(13,630)	(11,355)	0	(21,637)	0	0	0	0	0.00
052-3801	INVESTMENT INCOME	19,429	27,341	33,891	12,000	27,710	0	20,000	18,081	6,081	50.68
052-3815	ESCROW-INV INCOME	933	0	0	0	0	0	0	0	0	0.00
052-3853	PENALTY CHARGE-SURFACE UTILI	9,173	9,953	9,920	5,000	10,487	0	9,000	9,000	4,000	80.00
052-3870	CONTRIBUTED CAPITAL ASSETS	204,599	0	0	0	0	0	0	0	0	0.00
052-3894	PENSION CONTRIBUTION	0	625	50	0	0	0	0	0	0	0.00
052-3899	MISCELLEANEOUS REVENUE (NT)	(32)	<u>132</u>	<u>580</u>	<u>588</u>	<u>354</u>	<u>0</u>	<u>500</u>	<u>500</u>	<u>(88)</u>	<u>14.97-</u>
TOTAL OTHER CHARGES		231,323	24,421	33,085	17,588	16,914	0	29,500	27,581	9,993	56.82
<u>TRANSFERS</u>											
052-3996	BOND PREMIUM	<u>0</u>	<u>1,885</u>	<u>2,688</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL TRANSFERS		0	1,885	2,688	0	0	0	0	0	0	0.00
TOTAL REVENUES		853,016	685,577	752,474	779,551	690,364	0	744,500	802,581	23,030	2.95

PROPOSED BUDGET

AS OF: NOVEMBER 29TH, 2018

052-SURFACE WATER UTILITY
SURFACE WATER UTILITY
EXPENDITURES

((----- 2018 -----)) ((----- 2019 -----))									
2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
PERSONNEL SERVICES									
052-4-75-4010-000 FULL-TIME SALARIES	75,671	114,356	118,262	112,174	103,136	0	103,907	101,456 (10,718)	9.55-
052-4-75-4011-000 OVERTIME SALARIES	701	2,821	3,776	5,000	5,348	0	5,000	5,000 0	0.00
052-4-75-4020-000 PART-TIME SALARIES	0	0	4,875	10,933	9,080	0	10,077	11,823 890	8.14
052-4-75-4030-000 DEFERRED COMPENSATION	2,986	3,252	3,735	3,847	3,556	0	3,517	3,661 (186)	4.83-
052-4-75-4031-000 PERA CONTRIBUTION	7,527	8,524	9,431	9,158	8,798	0	8,549	8,496 (662)	7.23-
052-4-75-4032-000 FICA CONTRIBUTION	6,039	6,973	7,591	7,943	7,379	0	7,377	7,333 (610)	7.67-
052-4-75-4033-000 MEDICARE CONTRIBUTION	1,413	1,631	1,775	1,857	1,726	0	1,725	1,715 (142)	7.65-
052-4-75-4040-000 HEALTH INSURANCE	11,023	11,113	13,204	14,420	11,356	0	14,873	13,842 (578)	4.01-
052-4-75-4050-000 WORKERS COMPENSATION INSURAN	0	7,570	6,931	6,163	6,545	0	4,996	4,807 (1,356)	22.00-
TOTAL PERSONNEL SERVICES	105,361	156,241	169,580	171,494	156,923	0	160,021	158,133 (13,361)	7.79-
SUPPLIES									
052-4-75-4110-000 OFFICE SUPPLIES	0	0	0	500	0	0	500	469 (31)	6.20-
052-4-75-4120-000 OPERATING SUPPLIES	965	0	0	1,500	0	0	1,500	1,500 0	0.00
052-4-75-4205-000 SHOP MATERIALS	0	0	0	2,500	0	0	2,500	2,500 0	0.00
052-4-75-4210-000 MOTOR FUELS	777	1,733	1,975	4,500	1,083	0	4,000	4,000 (500)	11.11-
052-4-75-4230-000 SMALL TOOLS & MINOR EQUIPMEN	1,375	3,065	58	2,500	0	0	2,500	2,500 0	0.00
052-4-75-4235-000 MAINTENANCE MATERIALS	772	5,558	114	10,000	1,476	0	10,000	10,000 0	0.00
052-4-75-4240-000 UNIFORMS	0	270	350	266	338	0	288	288 22	8.45
TOTAL SUPPLIES	3,888	10,626	2,497	21,766	2,896	0	21,288	21,257 (509)	2.34-
CONTRACTUAL SERVICES									
052-4-75-4300-000 GENERAL CONTRACT/CONSULTING	17,841	28,734	0	35,000	0	0	35,000	25,000 (10,000)	28.57-
052-4-75-4300-506 GENERAL CONTRACT/CONSULTING	0	0	56	0	0	0	0	0 0	0.00
052-4-75-4301-000 FINANCIAL SERVICES	5,242	4,950	4,385	5,020	4,740	0	5,020	5,020 0	0.00
052-4-75-4302-000 LEGAL SERVICES	0	0	0	0	32	0	0	0 0	0.00
052-4-75-4304-000 ENGINEERING SERVICES	53,267	36,455	38,934	21,000	36,124	0	21,000	21,000 0	0.00
052-4-75-4304-506 ENGINEERING SERVICES	0	0	20,178	0	0	0	0	0 0	0.00
052-4-75-4305-000 SOFTWARE & TECHNOLOGY SERVIC	0	0	0	4,350	704	0	7,202	7,202 2,852	65.56
052-4-75-4307-000 SANITATION & RECYCLING SERVI	954	11,711	3,463	0	5,128	0	0	13,459 13,459	0.00
052-4-75-4310-000 GENERAL SERVICE FEES	12,131	52	0	2,500	8,005	0	2,500	2,500 0	0.00
052-4-75-4320-000 COMMUNICATIONS DEVICES	459	81	95	710	35	0	710	710 0	0.00
052-4-75-4360-000 DUES & SUBSCRIPTIONS	760	1,010	760	0	1,010	0	0	0 0	0.00
052-4-75-4370-000 TRAINING & TRAVEL	0	0	0	0	320	0	0	0 0	0.00
052-4-75-4390-000 ADVERTISSING & LEGAL NOTICES	0	0	56	0	0	0	0	0 0	0.00
052-4-75-4390-506 ADVERTISING & LEGAL SERVICES	0	0	39	0	0	0	0	0 0	0.00
052-4-75-4400-000 GENERAL LIABILITY INSURANCE	419	759	538	1,624	1,464	0	2,200	2,200 576	35.47
052-4-75-4410-000 PROPERTY INSURANCE	0	0	0	3,121	1,579	0	3,121	3,121 0	0.00
052-4-75-4420-000 AUTOMOTIVE INSURANCE	1,962	1,927	1,132	889	0	0	889	889 0	0.00
052-4-75-4540-000 FIBER SERVICE	0	0	0	0	0	0	2,000	2,000 2,000	0.00
052-4-75-4550-000 BUILDING MAINTENANCE	0	0	0	0	0	0	13,271	13,271 13,271	0.00
052-4-75-4560-000 CITY MECHANIC	5,402	1,247	11,733	12,500	3,482	0	12,000	12,000 (500)	4.00-
052-4-75-4570-000 EQUIPMENT RENTAL	15,600	15,600	31,900	28,000	26,250	0	38,400	38,400 10,400	37.14
052-4-75-4575-000 GENERAL RENTALS	0	0	0	1,750	0	0	0	0 (1,750)	100.00-
052-4-75-4600-000 CONTRACTED REPAIR & MAINT.	20,098	17,710	66,152	72,000	148,790	0	72,000	72,000 0	0.00

052-SURFACE WATER UTILITY
SURFACE WATER UTILITY
EXPENDITURES

	((------ 2018 -----) (------ 2019 -----))									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
052-4-75-4630-000 MISCELLANEOUS	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>8,485</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	134,135	120,235	179,420	188,464	246,148	0	215,313	218,772	30,308	16.08
<u>CAPITAL</u>										
052-4-75-4746-504 CAPITAL IMPROVEMENTS	0	0	0	0	(1,048)	0	0	0	0	0.00
052-4-75-4746-506 CAPITAL IMPROVEMENTS	0	0	52,586	0	0	0	0	0	0	0.00
052-4-75-4798-000 DEPRECIATION	<u>99,533</u>	<u>99,533</u>	<u>106,553</u>	<u>99,533</u>	<u>0</u>	<u>0</u>	<u>106,553</u>	<u>106,553</u>	<u>7,020</u>	<u>7.05</u>
TOTAL CAPITAL	99,533	99,533	159,139	99,533	(1,048)	0	106,553	106,553	7,020	7.05
<u>DEBT</u>										
052-4-75-4831-000 BAD DEBT EXPENSE	<u>9</u>	<u>(23)</u>	<u>(37)</u>	<u>0</u>	<u>50</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL DEBT	9	(23)	(37)	0	50	0	0	0	0	0.00
<u>TRANSFERS</u>										
052-4-75-4920-000 OTHER OPERATING TRANSFERS	<u>40,000</u>	<u>80,000</u>	<u>80,000</u>	<u>80,000</u>	<u>80,000</u>	<u>0</u>	<u>80,000</u>	<u>80,000</u>	<u>0</u>	<u>0.00</u>
TOTAL TRANSFERS	40,000	80,000	80,000	80,000	80,000	0	80,000	80,000	0	0.00
TOTAL SURFACE WATER UTILITY	382,927	466,612	590,599	561,257	484,969	0	583,175	584,715	23,458	4.18

052-SURFACE WATER UTILITY

DEBT

EXPENDITURES

	(------ 2018 -----) (------ 2019 -----)									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>DEBT</u>										
052-4-90-4800-000 BONDING & DEBT ISSUANCE-PRIN	0	0	0	157,645	0	0	163,329	163,329	5,684	3.61
052-4-90-4810-000 BONDING & DEBT ISSUANCE - IN	0	32,257	32,902	40,341	13,572	0	39,134	39,134	(1,207)	2.99-
052-4-90-4820-000 BONDING & DEBT ISSUANCE-OTHE	68,083	7,795	136	363	436	0	403	403	40	11.02
052-4-90-4820-506 BONDING & DEBT ISSUANCE-OTHE	0	0	3,029	0	0	0	0	0	0	0.00
052-4-90-4820-508 BONDING & DEBT ISSUANCE OTHE	0	0	947	0	0	0	0	0	0	0.00
052-4-90-4830-000 BANK CHARGES	<u>292</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL DEBT	68,375	40,052	37,014	198,350	14,008	0	202,866	202,866	4,516	2.28
TOTAL DEBT	68,375	40,052	37,014	198,350	14,008	0	202,866	202,866	4,516	2.28

053-SOLID WASTE

REVENUES		((----- 2018 -----) (----- 2019 -----))									
		2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROJECTED YEAR END	REQUESTED BUDGET	PROPOSED BUDGET	BUDGET VARIANCE	PERCENT VARIANCE
<u>SPEC ASSESSMENT TAXES</u>											
053-3111	S/A CURRENT	0	2,876	0	0	0	0	0	0	0	0.00
053-3112	S/A DELINQUENT	0	(322)	0	0	0	0	0	0	0	0.00
053-3113	S/A INTEREST	<u>95</u>	<u>101</u>	<u>327</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL SPEC ASSESSMENT TAXES		95	2,655	327	0	0	0	0	0	0	0.00
<u>INTERGOVERNMENTAL</u>											
053-3541	OTHER GRANTS	<u>35,266</u>	<u>29,156</u>	<u>26,239</u>	<u>28,845</u>	<u>3,322</u>	<u>0</u>	<u>28,845</u>	<u>28,845</u>	<u>0</u>	<u>0.00</u>
TOTAL INTERGOVERNMENTAL		35,266	29,156	26,239	28,845	3,322	0	28,845	28,845	0	0.00
<u>CHARGES</u>											
053-3671	SOLID WASTE - REFUSE UTILITY	647,866	644,305	648,458	662,979	558,054	0	684,000	684,000	21,021	3.17
053-3672	BULK PICK-UP	133,253	133,407	137,832	142,584	119,003	0	146,000	146,000	3,416	2.40
053-3673	SOLID WASTE - YARD WASTE UTILI	88,622	91,466	94,610	100,116	84,383	0	105,000	105,000	4,884	4.88
053-3674	SOLID WASTE - RECYCLING UTILIT	<u>143,255</u>	<u>143,555</u>	<u>143,931</u>	<u>149,199</u>	<u>125,086</u>	<u>0</u>	<u>153,000</u>	<u>153,000</u>	<u>3,801</u>	<u>2.55</u>
TOTAL CHARGES		1,012,996	1,012,733	1,024,831	1,054,878	886,525	0	1,088,000	1,088,000	33,122	3.14
<u>NOT USED</u>											
<u>OTHER CHARGES</u>											
053-3800	MARKET VALUE ADJUSTMENT	(1,092)	(6,368)	(5,174)	0	(9,575)	0	0	0	0	0.00
053-3801	INVESTMENT INCOME	7,984	13,286	15,448	9,300	12,401	0	8,000	8,000	(1,300)	13.98-
053-3819	HAULER REBATE	89,390	40,085	45,135	30,810	31,760	0	40,000	40,000	9,190	29.83
053-3853	PENALTY CHARGE-SOLID WASTE U	25,665	28,722	27,991	25,000	27,439	0	25,000	25,000	0	0.00
053-3894	PENSION CONTRIBUTIONS	0	161	20	0	0	0	0	0	0	0.00
053-3899	MISCELLEANEOUS REVENUE (NT)	(<u>32</u>)	<u>98</u>	<u>1,066</u>	<u>0</u>	<u>396</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL OTHER CHARGES		121,916	75,984	84,487	65,110	62,422	0	73,000	73,000	7,890	12.12
<u>TRANSFERS</u>											
053-3996	BOND PREMIUM	<u>0</u>	<u>1,254</u>	<u>1,129</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL TRANSFERS		0	1,254	1,129	0	0	0	0	0	0	0.00
TOTAL REVENUES		1,170,273	1,121,782	1,137,012	1,148,833	952,269	0	1,189,845	1,189,845	41,012	3.57

053-SOLID WASTE										
SOLID WASTE										
EXPENDITURES										
((----- 2018 -----) (----- 2019 -----))										
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
PERSONNEL SERVICES										
053-4-80-4010-000 FULL-TIME SALARIES	22,651	25,894	40,079	43,311	36,917	0	42,810	43,700	389	0.90
053-4-80-4011-000 OVERTIME SALARIES	486	2,480	1,372	0	2,039	0	0	0	0	0.00
053-4-80-4020-000 PART-TIME EMPLOYEES	586	2,356	10,145	9,792	8,166	0	10,078	13,586	3,794	38.75
053-4-80-4030-000 DEFERRED COMPENSATION	620	690	1,120	1,402	1,227	0	1,363	1,672	270	19.23
053-4-80-4031-000 PERA CONTRIBUTION	1,691	2,192	3,812	3,983	3,651	0	3,967	4,296	313	7.86
053-4-80-4032-000 FICA CONTRIBUTION	1,365	1,771	3,010	3,293	2,835	0	3,279	3,552	259	7.88
053-4-80-4033-000 MEDICARE CONTRIBUTIONS	319	414	704	770	663	0	767	831	61	7.87
053-4-80-4040-000 HEALTH INSURANCE	2,782	3,538	5,513	7,570	6,159	0	7,667	7,495	(75)	0.99-
053-4-80-4050-000 WORKERS COMPENSATION INSURAN	0	3,173	0	2,027	1,237	0	1,479	1,475	(552)	27.22-
TOTAL PERSONNEL SERVICES	30,501	42,507	65,755	72,147	62,894	0	71,410	76,607	4,460	6.18
SUPPLIES										
053-4-80-4120-000 OPERATING SUPPLIES	129	0	0	0	0	0	0	0	0	0.00
053-4-80-4240-000 UNIFORMS	0	74	103	93	98	0	0	0	(93)	100.00-
TOTAL SUPPLIES	129	74	103	93	98	0	0	0	(93)	100.00-
CONTRACTUAL SERVICES										
053-4-80-4302-000 LEGAL SERVICES	0	109	0	0	0	0	0	0	0	0.00
053-4-80-4305-000 SOFTWARE & TECHNOLOGY SERVIC	10,211	0	0	0	0	0	0	0	0	0.00
053-4-80-4307-000 SANITATION & RECYCLING SERVI	1,113,749	763,759	896,977	983,470	776,905	0	994,560	994,560	11,090	1.13
053-4-80-4308-000 SCORE GRANT	1,304	9,252	7,639	28,845	37	0	28,485	28,485	(360)	1.25-
053-4-80-4310-000 GENERAL SERVICE FEES	6,963	361	62	3,470	0	0	4,100	4,100	630	18.16
053-4-80-4400-000 GENERAL LIABILITY	0	0	0	494	2,276	0	494	494	0	0.00
053-4-80-4410-000 PROPERTY INSURANCE	0	0	0	0	901	0	0	0	0	0.00
053-4-80-4630-000 MISCELLANEOUS	0	100	176	0	2,925	0	0	0	0	0.00
TOTAL CONTRACTUAL SERVICES	1,132,227	773,580	904,854	1,016,279	783,044	0	1,027,639	1,027,639	11,360	1.12
CAPITAL										
053-4-80-4710-000 FIELD EQUIPMENT	3,898	6,396	5,375	0	0	0	24,000	24,000	24,000	0.00
TOTAL CAPITAL	3,898	6,396	5,375	0	0	0	24,000	24,000	24,000	0.00
DEBT										
053-4-80-4831-000 BAD DEBT EXPENSE	44	9	(156)	0	(87)	0	0	0	0	0.00
TOTAL DEBT	44	9	(156)	0	(87)	0	0	0	0	0.00
TRANSFERS										
053-4-80-4920-000 OTHER OPERATING TRANSFERS	20,000	60,000	60,000	60,000	60,000	0	60,000	60,000	0	0.00
TOTAL TRANSFERS	20,000	60,000	60,000	60,000	60,000	0	60,000	60,000	0	0.00
TOTAL SOLID WASTE	1,186,798	882,566	1,035,931	1,148,519	905,948	0	1,183,049	1,188,246	39,727	3.46

053-SOLID WASTE										
DEBT										
EXPENDITURES										
(------ 2018 -----) (------ 2019 -----)										
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
<u>DEBT</u>										
053-4-90-4800-000 BONDING & DEBT ISSUANCE-PRIN	0	0	0	50,400	0	0	50,400	50,400	0	0.00
053-4-90-4810-000 BONDING & DEBT ISSUANCE-INT.	0	9,911	8,679	4,298	4,510	0	7,083	7,083	2,785	64.80
053-4-90-4820-000 BONDING & DEBT ISSUANCE-OTHE	19,137	33	96	108	0	0	120	120	12	11.11
053-4-90-4830-000 BANK CHARGES	<u>48</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>
TOTAL DEBT	19,185	9,944	8,775	54,806	4,510	0	57,603	57,603	2,797	5.10
TOTAL DEBT	19,185	9,944	8,775	54,806	4,510	0	57,603	57,603	2,797	5.10

EXPENDITURES

EXPENDITURES	2015	2016	2017	2018	2019					
	ACTUAL	ACTUAL	ACTUAL	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	BUDGET	PERCENT
				BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	VARIANCE	VARIANCE
PERSONNEL SERVICES										
053-4-99-4035-000 PENSION EXPENSE	785	3,716	3,829	0	0	0	3,900	3,900	3,900	0.00
TOTAL PERSONNEL SERVICES	785	3,716	3,829	0	0	0	3,900	3,900	3,900	0.00
TOTAL GASB	785	3,716	3,829	0	0	0	3,900	3,900	3,900	0.00
TOTAL EXPENDITURES	1,206,768	896,226	1,048,535	1,203,325	910,458	0	1,244,552	1,249,749	46,424	3.86
REVENUE OVER/ (UNDER) EXPENDITURES	(36,495)	225,556	88,477	(54,492)	41,811	0	(54,707)	(59,904)	(5,412)	9.93

PROPOSED BUDGET

AS OF: NOVEMBER 14TH, 2018

054-FIBER OPTIC FUND

FIBER OPTIC

EXPENDITURES

	2018			2019			2019			2019		
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	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	BUDGET	PROPOSED	BUDGET	VARIANCE	PERCENT
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET		BUDGET			VARIANCE
PERSONNEL SERVICES												
054-4-85-4010-000 FULL-TIME SALARIES	0	0	2,155	1,445	1,199	0	1,488	1,526	81	5.61		
054-4-85-4020-000 PART-TIME SALARIES	0	0	456	419	291	0	432	577	158	37.71		
054-4-85-4030-000 DEFERRED COMPENSATION	0	0	59	47	42	0	47	60	13	27.66		
054-4-85-4031-000 PERA CONTRIBUTION	0	0	191	140	117	0	144	158	18	12.86		
054-4-85-4032-000 FICA CONTRIBUTION	0	0	147	116	87	0	119	130	14	12.07		
054-4-85-4033-000 MEDICARE CONTRIBUTION	0	0	34	27	20	0	28	30	3	11.11		
054-4-85-4040-000 HEALTH INSURANCE	0	0	354	298	257	0	330	328	30	10.07		
054-4-85-4050-000 WORKERS COMPENSATION INSURANCE	0	0	12	17	15	0	17	19	2	11.76		
TOTAL PERSONNEL SERVICES	0	0	3,408	2,509	2,028	0	2,605	2,828	319	12.71		
SUPPLIES												
054-4-85-4120-000 OPERATING SUPPLIES	0	0	0	0	490	0	0	0	0	0.00		
TOTAL SUPPLIES	0	0	0	0	490	0	0	0	0	0.00		
CONTRACTUAL SERVICES												
054-4-85-4300-000 GENERAL CONTRACT/CONSULTING	18,313	4,104	0	0	0	0	0	0	0	0.00		
054-4-85-4302-000 LEGAL SERVICES	0	1,468	0	0	0	0	0	0	0	0.00		
054-4-85-4310-000 GENERAL SERVICE FEES	50,092	107,570	91,303	85,880	(7,254)	0	85,880	85,880	0	0.00		
054-4-85-4400-000 GENERAL LIABILITY	0	0	0	406	257	0	406	406	0	0.00		
054-4-85-4410-000 PROPERTY INSURANCE	5,353	8,221	15,073	2,687	102	0	2,687	2,687	0	0.00		
054-4-85-4630-000 MISCELLANEOUS	0	0	0	0	120	0	0	0	0	0.00		
TOTAL CONTRACTUAL SERVICES	73,758	121,364	106,376	88,973	(6,775)	0	88,973	88,973	0	0.00		
CAPITAL												
054-4-85-4798-000 DEPRECIATION	44,440	44,439	44,439	44,440	0	0	44,440	44,440	0	0.00		
TOTAL CAPITAL	44,440	44,439	44,439	44,440	0	0	44,440	44,440	0	0.00		
DEBT												
TOTAL FIBER OPTIC	118,197	165,803	154,223	135,922	(4,257)	0	136,018	136,241	319	0.23		

054-FIBER OPTIC FUND

DEBT
EXPENDITURES

PROPOSED BUDGET
AS OF: NOVEMBER 14TH, 2018

(------ 2018 -----) (------ 2019 -----)									
	2015	2016	2017	CURRENT	Y-T-D	PROJECTED	REQUESTED	PROPOSED	
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	YEAR END	BUDGET	BUDGET	
									BUDGET VARIANCE PERCENT
									VARIANCE

DEBT									
054-4-90-4810-000 BONDING & DEBT ISSUANCE-INT.	12,277	2,082		0	0	0	0	0	0.00
TOTAL DEBT	12,277	2,082	0	0	0	0	0	0	0.00

TOTAL DEBT	12,277	2,082	0	0	0	0	0	0	0.00
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Agenda Information Memorandum
North St. Paul City Council
December 4, 2018

FROM THE OFFICE OF ADMINISTRATION

Agenda placement: City Business

Subject: Non-Union Employee COLA & Benefit Adjustments.

To: Honorable Mayor and City Council

Background/Facts:

The 2019 General, HRA, EDA, and Enterprise Fund budgets include and adjustment to employee wages and an increase in the City's maximum contribution for employee insurance-related costs. Wages for 2019 for non-union employees are proposed to increase by 3.0% for 2019. Such adjustments are provided to full-time, three-quarter time, and permanent part-time employees, including paid on call fire fighters, but exclude temporary and seasonal employees, and Fire Instructor compensation. The wages for the City Manager are based on an employment agreement with the City, and is excluded from the 3.0% COLA. The City's maximum contribution for employee-related insurance costs is proposed to increase by \$105. This along with additional employee contribution was to supplement the increase in health and dental premiums.

Recommendation: It is recommended the City Council approve a \$105 per month increase in the City's maximum contribution for employee insurance, totaling up to \$1,180, and a 3.0% wage increase for non-union employees.

Attachments:

Resolutions approving the COLA, and insurance contribution adjustments.

Respectfully submitted,

/s/ CW by mm

Dr. Craig Waldron
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2018-XXX

**RESOLUTION INCREASING EMPLOYEE WAGES
FOR ALL CURRENT NON-UNION EMPLOYEES
OF THE CITY OF NORTH ST. PAUL**

WHEREAS, the City Council (“Council”) of the City of North St. Paul, Minnesota (“City”) has adopted and certified the 2019 General, HRA, & EDA Fund budgets and tax levies and 2019 Enterprise Fund budgets; and,

WHEREAS, those approved budgets included a 3.0% wage increase for all current non-union City employees, including paid on call fire fighters, and excluding the City Manager and Fire Instructor compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, all current non-union employees in the City shall receive a 3.0% wage increase for Fiscal year 2019, effective with all duties performed beginning on January 1, 2019.

ADOPTED this 4th day of December, 2018.

Motion by
Second by

Voting: Aye:
 Nay: None
 Abstain: None
 Absent: None

Michael R. Kuehn, Mayor

Attest:

Dr. Craig Waldron, City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2018-XXX

**RESOLUTION INCREASING INSURANCE CONTRIBUTION
FOR NON-UNION EMPLOYEES IN 2019**

WHEREAS, the City of North St. Paul (“City”), as employer, contributes an amount toward the cost of employee insurance premiums to include medical, dental, long-term disability and life insurance; and,

WHEREAS, the City contracts with North Risk Partners, LLC insurance brokers for these services; and,

WHEREAS, the City contributes an amount toward the monthly insurance premium for each benefit earning employee; and,

WHEREAS, the City’s unionized employees negotiate independently through collective bargaining and therefore the contribution amount contained herein only affect non-union employees; and,

WHEREAS, during the insurance renewal period the City employee benefits committee recommended an up to \$100 per month increase for all employee groups, which is reflected in the 2019 General, HRA, EDA, and Enterprise Fund budgets.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, an up to \$105 increase per month, from \$1,075 to \$1,180 per month, in the City’s contribution toward benefit premium costs is hereby approved for non-union employees for Fiscal Year 2019.

BE IT FURTHER RESOLVED, the health insurance reimbursement shall remain at \$400 per month provided an employee submits proof of insurance through a qualified health plan through a spouse or partner.

ADOPTED this 4th day of December, 2018.

Motion by

Second by

Voting: Aye:
 Nay: None
 Abstain: None
 Absent: None

Michael R. Kuehn, Mayor

Attest:

Dr. Craig Waldron, City Manager

MEMORANDUM

Date: 11/28/2018
To: Honorable Mayor and City Council Members
From: Erin Perdu, AICP, City Planner
CC: Craig Waldron, City Manager
Scott Duddeck, Interim City Manager
Paul Ammerman, Community Development Director
Re: Planned Unit Development and Final Plat for Anchor Block Development

UPDATE FROM OCTOBER 2018

In response to resident concerns and comments from the Planning Commission and City Council, the applicant has made the following changes to the Planned Unit Development and Final Plat proposal and submitted additional information:

- The single-family home component on the east side of 3rd Street N. has been removed.
- The request for alley ROW vacation has also been removed.
- In exchange for the removal of the single-family homes, land will be swapped with the City:
 - The parcels to the east of 3rd Street N. will be donated to the City (7 parcels totaling approximately 0.83 acres of densely wooded land)
 - The City will donate the parcel at the northwest corner of 3rd St. N. and South Ave. (0.84 acres)
- A Development Agreement has been drawn up (attached) indicating the conditions of the PUD:
 - Underground utilities
 - Pedestrian/bike connection to the Gateway Trail and 7th Ave.
 - Architectural design consistent with City ordinances and the development narrative and elevations submitted with the original application
- The City will create a Soils Condition TIF district for the site. A Soils Condition TIF is applicable when as site contains pollution and the cost of cleanup exceeds certain cost limits. Moneys from the increments are permitted to be used for site acquisition and cleanup costs.
- Complete stormwater management plan (updated engineering review included in this report)
- Stormwater maintenance agreement
- Utility and street construction cost estimates

UPDATED STAFF COMMENTS

The applicants are requesting a Planned Unit Development, Preliminary Plat and Alley Right-of-Way Vacation in support of the redevelopment of property located roughly north of South Avenue E., south of the Gateway trail between McKnight Road and 3rd Street N., more commonly known as the southern portion of the “Anchor Block” site.

The proposal includes 100 owner-occupied townhome units and would be constructed in two phases:

- Phase 1 would include mass grading of the sides, construction of approximately 48 of the townhomes on the eastern portion of the site. This phase would begin in Spring 2019 and be complete by Fall 2019.
- Phase 2 would include construction of the remaining 52 townhomes and associated road and utility improvements. This phase would begin in Spring 2020 and be complete by Fall 2020.

This project requires Planned Unit Development and Final Plat approval.



Figure 1: Area Map

Planned Unit Development and Site Plan Review:

The purpose of a Planned Unit Development (PUD) is to provide for development that is an integrated, coordinated unit and to introduce flexibility in site design and architecture for the conservation of land and open space through clustering of buildings and activities. PUDs are intended to encourage the efficient use of land and public utilities while encouraging innovation in the planning and building of all types of development. Allowing for a mixture of residential units in an integrated and well-planned area and providing for a variety of housing types are just a couple of the public benefits that can be derived from the use of the PUD.

PUD Requirements and Standards:

1. *Density.* Increased density shall be permitted to encourage the preservation of natural topography and geological features. The city may, but shall not be required to, provide concessions in setbacks, density, or lot size to protect waterways or water bodies, steep slopes or other areas which would normally not be developable. The city will consider allowing an increase in the allowable density upon proof by the applicant that some of the following features are being provided as part of the proposed development:
 - i. Preservation of natural site features, wetlands, lowlands, wooded areas, and the like, protected by the Minnesota Department of Natural Resources, by the city and/or Ramsey County ordinances.
 - ii. Creation of conservation easements due to steep slopes, wooded areas and/or environmentally sensitive areas, as identified in the Comprehensive Plan.
 - iii. Creation of park/public areas for active and passive park uses beyond required standards or other public purposes such as schools, public buildings, greenways, and the like which meet the intent of the Park and Recreation goals of the Comprehensive Plan and are consistent with the public dedication requirements for the proposed development.
 - iv. Installation of public improvements designed to serve areas beyond the project boundary.
 - v. The city may consider increased density for housing projects which provide affordable housing options, consistent with the Comprehensive Plan.

The proposed density on the site is 100 residential sites on 8.6 gross acres, or 11.6 units per acre. The R-3 Multiple-Family Residential District requires a minimum lot area of 1,980 sf. per dwelling unit, or a maximum density of 22 units per acre. The proposed density and minimum lot size deviations are summarized as follows:

Density and Lot Area	Allowed	Proposed
Townhome Area (based on R-3 requirements)	1,980 sf. / unit 22 units / acre	1,376 sf. smallest lot 11.6 units / acre

The multi-family density proposed is much less than what is permitted on the site.

2. *Minimum lot size.* The minimum lot size requirements of other sections of this chapter do not apply to a PUD except that the minimum lot size requirements of the underlying zone shall serve as a guideline to determine the maximum dwelling unit density of a total development. The maximum dwelling unit density shall be determined by the area remaining after appropriate space for street rights-of-way and any other public dedications have been determined and subtracted from the total PUD area. If the property involved in the PUD includes land in more than one zoning district, the number of dwelling units or the square footage of commercial, residential or industrial uses in the PUD shall be proportional to the amount that would be allowed separately on the parcels located in each of the underlying zoning districts.

In this case, the development is proposed to have all private roads. Therefore, no public rights-of-way are proposed to be dedicated. There are also no public open spaces proposed in the development.

The deviations from minimum lot size are pointed out in the table on page 3. However, the overall density is still below what would be allowed if the property were to be developed by-right in the MU-3 district. Therefore, staff finds the deviations from minimum lot size in the proposed PUD to be appropriate.

3. *Relationship of PUD site to adjacent areas.* The design of a PUD shall take into account the relationship of the site to the surrounding areas. The perimeter of the PUD shall be so designed as to minimize undesirable impact of the PUD on adjacent properties and, conversely, to minimize undesirable impact of adjacent land use and development characteristics on the PUD.

Surrounding land uses include the following:

- North: Gateway Trail
- East: Vacant property to be preserved woodlands, owned by the City (after land swap)
- South: South Avenue and Single-Family Residential
- West: McKnight Road, gas station, and vacant property

The proposed development is designed with open space buffers around the south side (bordering single-family residences), as well as east and west sides (bordering McKnight Road and 3rd Street respectively). Due to the proposed land swap, there is an increase in the open spaces/wooded buffer on the east side (across 3rd St. N.) from single-family homes along Oak Hill Place and 7th Ave. E.

4. *Utility requirements.* Utilities, including telephone and electrical systems, installed within a PUD shall be placed underground. Utility appurtenances which can be effectively screened may be exempt from this requirement if the city finds that such exemption will be consistent with the objective of this section and the character of the proposed PUD.

Underground utilities are a condition of PUD approval and have been shown on the revised site plan.

5. *Parking.* Off-street parking and loading space shall be provided in each PUD in the same ratios for types of buildings and uses as required in the underlying zoning district.

The following parking is required in the townhome and single-family portions of the development:

Parking	Required	Proposed
Townhome Area (based on R-3 requirements)	2 per dwelling unit	2-car garage each unit 20-23-foot driveway each unit 18 visitor off-street parking spaces

The parking provided exceeds the off-street parking standards for the underlying zoning district.

6. *Circulation.* Staff has reviewed the update site plan and phasing plan. The circulation in Phase I is logical and includes appropriate stub streets to Phase II.
7. *Landscaping.* In any PUD, the developer shall prepare and submit a landscaping plan as a part of the Final Plan, which shall include a detailed planting list with sizes and species indicated to be approved by the City Council. In assessing the landscaping plan, the City Council shall consider the natural features of the particular site, the architectural characteristics of the proposed structures and the overall scheme of the PUD plan.

The revised landscaping plan includes a total of 104 trees spread throughout the townhouse development. Tree plantings are shown evenly along Third St. and McKnight Road as well as the Gateway Trail. There is also a buffer of Black Hills Spruce shown on the southern portion of the site between the townhomes and the single-family homes fronting South Ave. Tree requirements are one tree per dwelling unit for multi-family uses, or in this case a total of 100 trees. Thus, the tree plantings exceed the ordinance requirements for this development.

The landscaping plan includes a diversified mix of deciduous (74) and evergreen (30) trees. The MU-3 district is required to have 2% of the site area covered in diversified landscaping. The proposed site plan includes approximately 1.78 acres of landscaped area of the total 8.6-acre site, or approximately 21% diversified landscaping.

8. *Parks and Open Space:* As a result of plan modifications which include the land swap with the City, there is now a large wooded open space preserved to the east of 3rd St. N. This wooded area has significant wildlife, scenic and potentially passive recreational value for the City. Park dedication fees in the amount of \$48,600 (\$900 per dwelling unit) are included in the development agreement for the first phase of development of 54 dwelling units. Park dedication for future phases will be paid when those phases commence.
9. *Building height.* Height limitations shall be the same as imposed in the respective zoning districts. The maximum building height in the MU-3 district is five stories or 55 feet. The proposed townhomes are 2 ½ stories. The specific heights of the units will be verified to be in conformance with the zoning district requirements at the time of building permit application.
10. *Development agreement.* A development agreement is attached. The agreement contains provisions for PUD requirements; public utilities and access charges; erosion control, stormwater control, and site cleanup; grading; park dedication; MCES charges; security and escrow requirements along with special provisions. This Development Agreement will be approved in conjunction with the PUD.
11. *The proposal will not create an excessive burden on existing parks, schools, and other public facilities which serve or are proposed to serve the area.* Using rough estimates of persons-per-household, the City could expect to see approximately 200 additional residents

as a result of this development. The site has been planned for high-intensity mixed use development in both the 2030 and 2040 (draft) comprehensive plans, and so City and regional infrastructure to serve the prospective development of the Anchor Block has been in place for some time.

Final Plat Review:

The proposed development involves the combination of existing lots and replatting of the property to create 54 individually-owned residential lots for the first phase of development (including individual lots for each townhome) and an outlot for the future development phased remaining townhome lots for a grand total of 100 residential lots, three outlots (on the southern edge of the site) and outlots for stormwater management areas.

All required information for final plat review has been supplied and the plat conforms with all City ordinances.

Engineering Comments:

General, Utilities, and Streets

1. Sanitary sewer and watermain extension to serve the proposed units shall be public infrastructure maintained by the City. Ownership and maintenance for sewer and water services shall be the responsibility of the property owner, per ordinance, from the main to the structure.
2. All stormwater management infrastructure shall be privately owned and maintained.
3. All interior roads shall be privately owned and maintained and shall be posted for no on-street parking.
4. Final hydrant locations and private drive phased road terminations for fire access shall be approved by the Fire Chief on final construction documents.
5. A traffic control/detour plan for utility work on Third Street and a haul route plan shall be submitted for review and approval prior to permit issuance.
6. The applicant is responsible for and shall provide copy of all applicable permitting for the project prior to grading permit (mass grading) and/or building permit issuance, including but not limited to RWMWD and Minnesota Pollution Control Agency (MPCA) NPDES stormwater construction, MPCA/Metropolitan Council sanitary sewer extension, Minnesota Department of Health watermain extension permits, DNR dewatering permits, work within DNR right of way, and any other regulatory agency as applicable for project construction with copies provided to the city and on file prior to permit issuance and the start of construction.
7. Final plans shall show ADA accommodations as required within the development. Add pedestrian ramps at the two road access point crossings on Third Street to the final construction document plans conforming with city specifications and details.
8. Building permits will not be issued until site grades and utility installations are verified to be in conformance with the approved overall development grading and utility plan through submittal and approval by the City Engineer of a certified grading and utility as-built record plan. Individual lot survey as-builts will also be required to be submitted and

approved by the Building Official prior to release of Certificate of Occupancy for each lot.

9. City Standard Plates and General Specifications shall supersede all submitted details and specifications for work within the right of way and public infrastructure and be included in the final construction documents.
10. Joint trench installation for City Electric, gas, telecom, and any other private utilities shall be coordinated by the developer. Separate installations by individual utility owners will not be allowed.
11. Ramsey County is currently reviewing the final plat. City final plat approval and development approvals are conditional on Ramsey County approval.
12. Proposed contours shall be modified on the final construction documents grading plan to include swales along property lines adjacent to existing homes to convey drainage along and on the applicant's property adjacent to existing homes, minimize conveyance of runoff across property lines on occupied property, and maintain if not improve existing drainage flows in those areas.
13. Final utility plan construction documents shall be updated for PVC watermain piping to city standards and specifications which will be provided for final construction documents. Water services may be copper or plastic at the developer's discretion – plastic services and connections to the main shall be per specifications.
14. Final utility plan construction documents shall be updated to include a sanitary sewer manhole at STUB-103 location for maintenance during phased development.
15. Additional engineering comments may be provided upon submission of revised final construction documents and shall be addressed prior to permit issuance and the start of grading and any site construction. A narrative shall be submitted with final construction documents explaining how all previous plan comments have been addressed.

Stormwater Review

General

1. A NPDES General Construction Permit must be obtained prior to the start of construction and a copy provided to the city.
2. A RWMWD Permit must be obtained prior to the start of construction and a copy provided to the city.
3. A maintenance agreement with the City will be required for the operations and maintenance of the proposed stormwater management system.

Plans

1. Pretreatment is required prior to discharging into infiltration and filtration basins. The applicant shall modify the plans to install a sump on structures with proposed snout floatable skimming to settle out larger particles prior to discharge into the basins.
2. A note should be added to the plans stating that the exfiltration rate of the infiltration and filtration basins will be tested at the end of construction and submitted to the City to ensure rates are meeting or exceeding the design rate. If the design rate is not being met, media will be amended until it can meet or exceed the design rate.

Landscaping

1. Any proposed landscaping shall not conflict with stormwater management facilities, maintenance access, drainage swales, underground utilities, or emergency overflow routes, and shall be modified to accommodate the final approved stormwater management plan. River Birch trees are currently shown on the Landscape Plan near the Emergency Overflow (EOF) location. Revise the final landscape plan construction document appropriately, and include a note at EOF locations stating that plantings shall be placed entirely outside of proposed EOFs so as not to alter the proposed EOF elevation.

SWPPP and Erosion Control

1. For permanent stabilization in areas outside of the stormwater features the applicant is proposing MnDOT seed mix 25-121 which is a general roadside mix for sandy soils and not appropriate for final restoration of the yards and common areas for residential townhomes. A residential turf seed mix 25-151 or sod shall be used for final stabilization following home construction. [MNR100001, Part 5.5]
2. Contaminated soil will be removed from the site; however, the SWPPP does not indicate the presence of contaminated soil. Describe any site assessments that have been conducted for soil contamination in the final SWPPP and describe any mitigation measures, including BMPs, that will be utilized to manage contaminated soil excavation and disposal. [MNR100001, Part 5.25]
3. Per Part 16.15 of the NPDES CSW Permit, permittees are prohibited from constructing infiltration systems where infiltrating stormwater may mobilize high levels of contaminants in soil or groundwater. Address Parts 16.5 and 16.6 of the NPDES CSW Permit in the project SWPPP and/or stormwater management plan and submit documentation to the MPCA as a part of permit application showing proposed infiltration features will not mobilize contaminants in soil or groundwater. [MNR100001, Part 16.5]
4. Standard plates or specifications are missing for the following proposed BMPs:
 - a. Erosion control blanket
 - b. RiprapProvide City standard details and specifications for all proposed BMPs. [MNR100001, Part 5.5]
5. Revise the SWPPP to correctly indicate long term management of the permanent stormwater BMPs shall lie with the HOA and not with the City, per the stormwater maintenance agreement with the City.

RECOMMENDED ACTIONS

Based on the findings described in this report, staff recommends City Council adopt the attached Resolution including the following development approvals:

1. **Approval** of the final Planned Unit Development and site plan, subject to the following conditions:
 - a. Final construction documents and specifications and SWPPP shall conform to all previous comments and conditions by the City Engineer.
 - b. All utilities (including electric and cable services) shall be installed underground
 - c. Conformance with building height requirements (5 stories or 55 feet maximum)

- will be verified at the time of building permit application.
- d. Final hydrant locations and private drive phased road terminations for fire access shall be approved by the Fire Chief on final construction documents.
 - e. Developer shall submit a traffic control/detour plan for utility work on Third Street and a haul route plan, which are subject to review and approval by the City Engineer prior to issuance of permit for such utility work.
 - f. Private streets within the development shall be posted for no on-street parking, other than the dedicated visitor parking stalls.
 - g. The applicant is responsible for and shall provide copy of all applicable permitting for the project prior to grading permit (mass grading) and/or building permit issuance, including but not limited to RWMWD and Minnesota Pollution Control Agency (MPCA) NPDES stormwater construction, MPCA/Metropolitan Council sanitary sewer extension, Minnesota Department of Health watermain extension permits, DNR dewatering permits, work within DNR right of way, and any other regulatory agency as applicable for project construction with copies provided to the city and on file prior to permit issuance and the start of construction.
 - h. City Standard Plates and General Specifications shall supersede all submitted details and specifications for work within the right of way and for public infrastructure.
 - i. Joint trench installation for City Electric, gas, telecom, and any other private utilities shall be coordinated by the developer. Separate installations by individual utility owners will not be allowed.
 - j. Outlots A, B and C of the Plat are retained by the Developer to be conveyed to the immediately abutting property owners of the Plat. If Outlots A and B are not conveyed to the abutting property owners by December 31, 2019, Developer shall convey the respective Outlot to the Homeowners Association and treated similarly as Lot 55, Block 1 of the Plat under the Homeowners Association documents. If Outlot C is not conveyed to the abutting property owner by December 31, 2019, the Developer will immediately combine Outlot C with Outlot D as a single tax parcel with the County.
2. **Approval** of the Final Plat request for the Anchor Block redevelopment subject to the following condition:
 - a. Ramsey County approvals.
 3. **Approval** of the PUD/Development Agreement
 4. **Approval** of the Stormwater Maintenance Agreement

MCKNIGHT TOWNHOMES

KNOW ALL PERSONS BY THESE PRESENTS: That M/I Homes of Minneapolis/St. Paul, LLC, owner, of the following described property:

Lots 1 and 20, Block 3, NORTH ST. PAUL PROPER, except that part of said Lot 1 taken for McKnight Road widening.

Those parts of Lots 2, 3, 4, 21 and 22, Block 3, NORTH ST. PAUL PROPER, lying Northerly and Northwesterly of Tract A, REGISTERED LAND SURVEY NO. 52, except that part of Lot 4 taken for McKnight Road widening.

Those parts of Lots 1, 2, 3 and 4, Block 1, NORTH ST. PAUL LAND COMPANY'S RE--ARRANGEMENT OF LOT 10 THROUGH 19, INCLUSIVE, OF BLOCK 3, AND LOTS 2 THROUGH 23, INCLUSIVE, OF BLOCK 6, NORTH ST. PAUL PROPER, lying Northerly and Northwesterly of Tract A, REGISTERED LAND SURVEY NO. 52.

Those parts of Lots 20, 36, 37 and 38, Block 1, NORTH ST. PAUL LAND COMPANY'S RE--ARRANGEMENT OF LOTS 10 THROUGH 19, INCLUSIVE, OF BLOCK 3 AND LOTS 2 THROUGH 23, INCLUSIVE, OF BLOCK 6, NORTH ST. PAUL PROPER, lying Northerly and Northwesterly of a line running parallel with and distant 80 feet Southeasterly of the Southeasterly line of Minneapolis, St. Paul and Sault St. Marie Railway Company's right-of-way, said Southeasterly line being a line running Northeasterly at an angle of 51 degrees 23 minutes 30 seconds to the West line of Section 12, Township 29, Range 22, from a point on said West line distant 532.16 feet North of the Southwest corner of said Section 12.

Except that part of Lots 1 and 4, Block 3, NORTH ST. PAUL PROPER, as shown in Parcel 349 on MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 62--36 as the same is on file and of record in the office of the Registrar of Titles for Ramsey County, together with all right of access as shown on said plat by the access control symbol.

Together with:

Tract A, REGISTERED LAND SURVEY NO. 52, except that part lying South of the extended North line of Tracts B, C, D and E, REGISTERED LAND SURVEY NO. 52 and West of a line drawn parallel to and 100 feet West of the most Easterly line of Tract A.

Except that part of Tract A, REGISTERED LAND SURVEY NO. 52, shown as Parcel 349 on MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLATS NUMBERED 62--36, as the same is on file and of record in the office of the Registrar of Titles in and for Ramsey County, Minnesota, together with all right of access as shown on said plat by the access control symbol.

Together with:

Lot 20, except that part thereof embraced within the plat of EDSTRAND'S REARRANGEMENT, and Lots Twenty--three (23) to Thirty--eight (38), inclusive, in Block One (1) of THE NORTH ST. PAUL LAND COMPANY'S REARRANGEMENT OF LOTS 10 TO 19, INCLUSIVE, OF BLOCK 3 AND LOTS 2 TO 23, INCLUSIVE, OF BLOCK 6, OF NORTH ST. PAUL PROPER, RAMSEY COUNTY, MINNESOTA, except that part of Lot 20 and Lots 36, 37 and 38 in said Block 1, lying Northerly and Westerly of a line drawn parallel to and distant 60 feet from the center line of the right of way of the Minneapolis and St. Paul Suburban Railroad Company and Southeast thereof, same being 2 strips of land each 40 feet in width along the right of way and adjacent thereto, all measurements being made at right angles to said right of way, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County.

Together with:

Lots 1 and 2, EDSTRAND'S REARRANGEMENT, Ramsey County, Minnesota, together with that part of the vacated alley accruing thereto by reason of the vacation thereof;

AND

Lot 22, Block 1, THE NORTH ST. PAUL LAND COMPANY'S RE--ARRANGEMENT OF LOTS 10 TO 19 (INCLUSIVE) OF BLOCK 3 AND LOTS 2 TO 23 (INCLUSIVE) OF BLOCK 6 OF NORTH ST. PAUL PROPER, RAMSEY COUNTY, together with that part of the vacated alley accruing thereto by reason of the vacation thereof.

Ramsey County, Minnesota
Abstract Property

Has caused the same to be surveyed and platted as MCKNIGHT TOWNHOMES and does hereby dedicate to the public for public use the drainage and utility easements as shown on this plat.

In witness whereof said M/I Homes of Minneapolis/St. Paul, LLC, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

M/I Homes of Minneapolis/St. Paul, LLC

By: _____, it's _____,

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____, by _____ as _____ of M/I Homes of Minneapolis/St. Paul, LLC, on behalf of the company.

Notary Public, _____ County, Minnesota
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I Peter J. Hawkinson Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all monuments indicated on this plat will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.
Dated this ____ day of _____, 20____.

Peter J. Hawkinson, Licensed Land Surveyor
Minnesota License No. 42299

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Peter J. Hawkinson, Licensed Land Surveyor.

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, North Saint Paul, Minnesota

This plat was approved by the City Council of the City of North Saint Paul, Minnesota, on the ____ day of _____, 20____, and hereby certifies compliance with all requirements as set forth in Section 505.03, Subd. 2, Minnesota Statutes.

By: _____ By: _____
Mayor Clerk

COUNTY SURVEYOR, Ramsey County, Minnesota

Pursuant to Minnesota Statutes, Section 383A.42, this plat is approved this ____ day of _____, 20____.

Craig W. Hinzman, L.S.
Ramsey County Surveyor

PROPERTY TAX, RECORDS AND ELECTION SERVICES DEPARTMENT, Ramsey County, Minnesota

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20____.

Christopher A. Samuel, Ramsey County Auditor/Treasurer

By: _____
Deputy

REGISTRAR OF TITLES, Ramsey County, Minnesota

I hereby certify that this plat of MCKNIGHT TOWNHOMES was filed in the Office of the Registrar of Titles for Public record on this ____ day of _____, 20____, at ____ o'clock ____ .M. and was duly filed in Book _____, of Plats, Pages _____ and _____, as Document Number _____.

Deputy Registrar of Titles

MCKNIGHT TOWNHOMES

THE NORTH ST. PAUL LAND CO'S RE-ARRANGEMENT OF LOTS 10 TO 19 (INCLUSIVE) OF BLOCKS 3 AND LOTS 2 TO 23 (INCLUSIVE) OF BLOCK 6 OF NORTH ST. PAUL PROPER RAMSEY CO., MINN.

SEPPALA

NORTH ST. PAUL PROPER
RAMSEY COUNTY
MINNESOTA

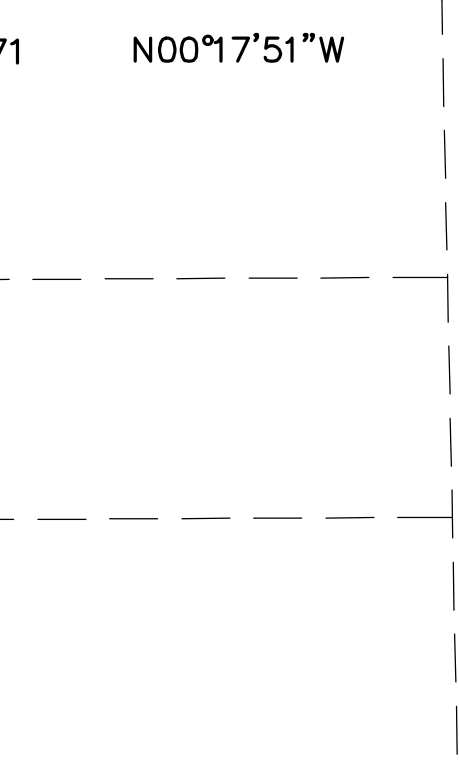
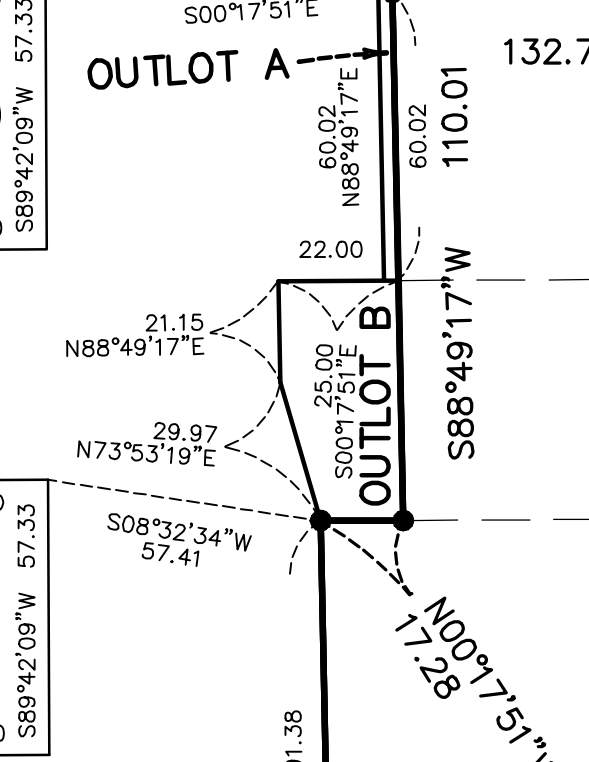
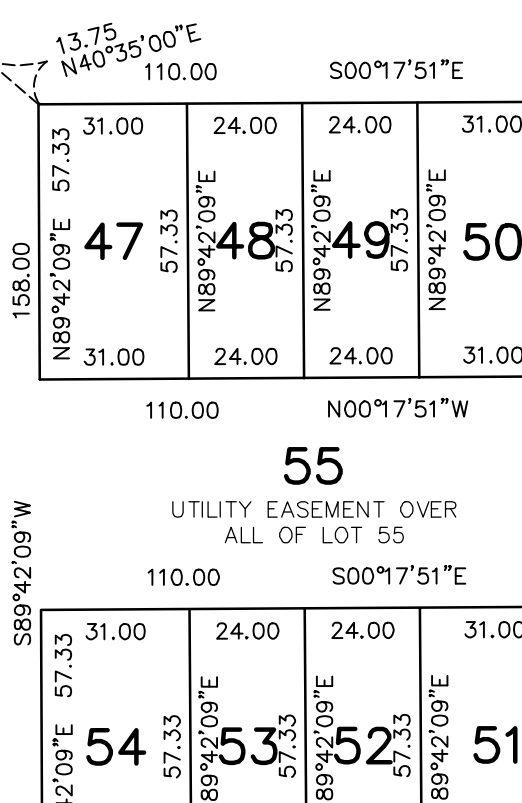
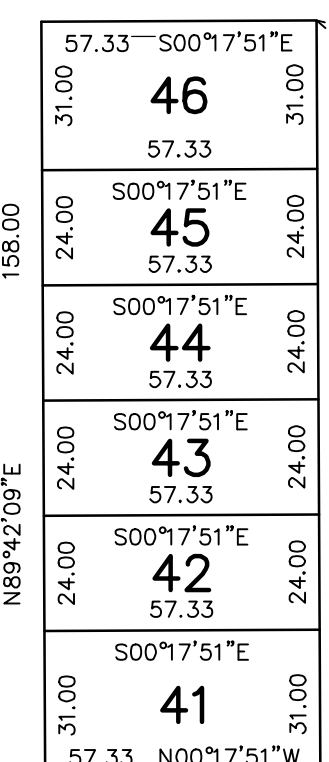
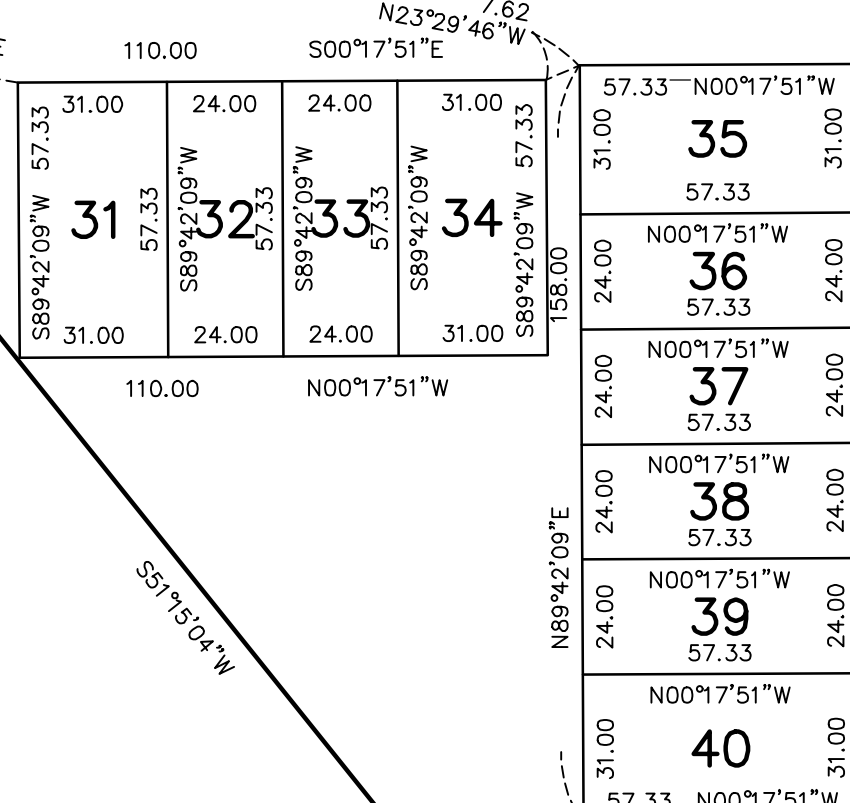
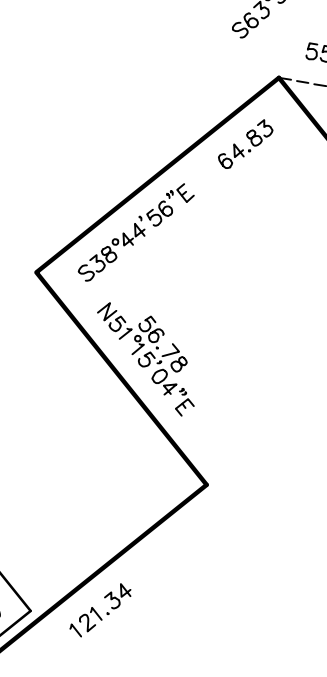
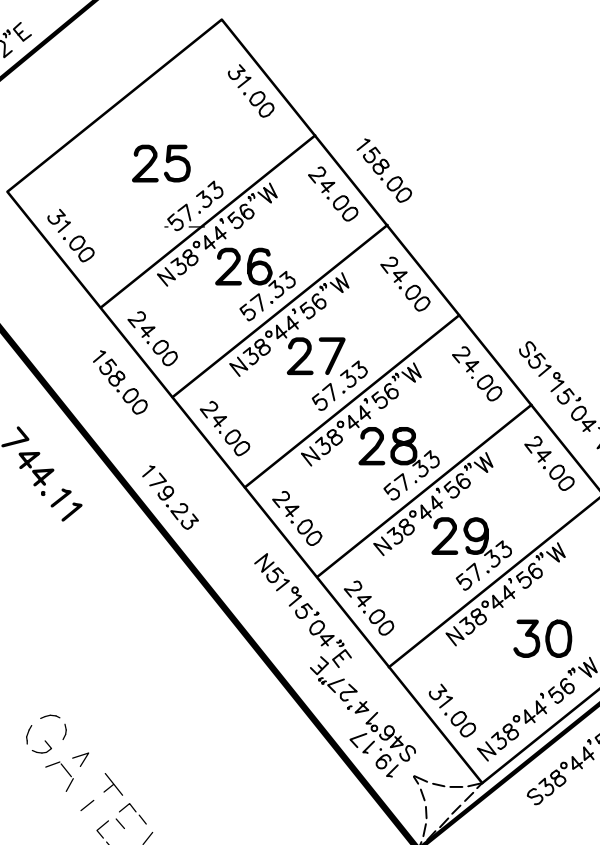
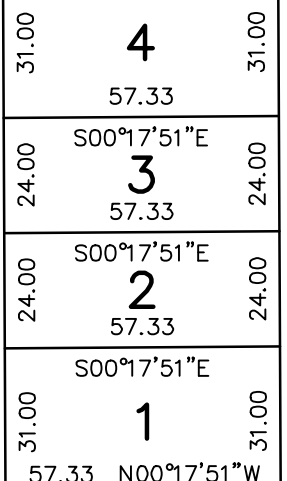
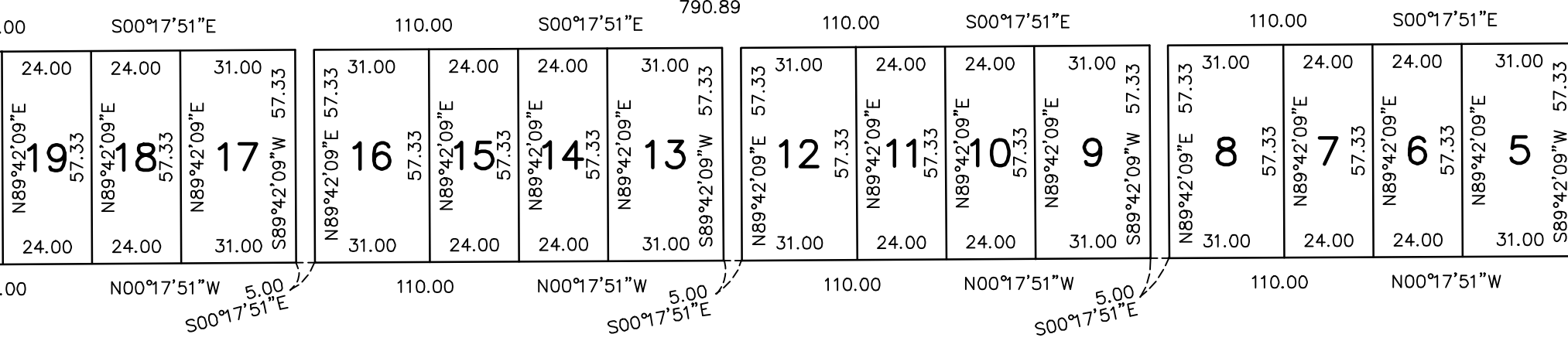
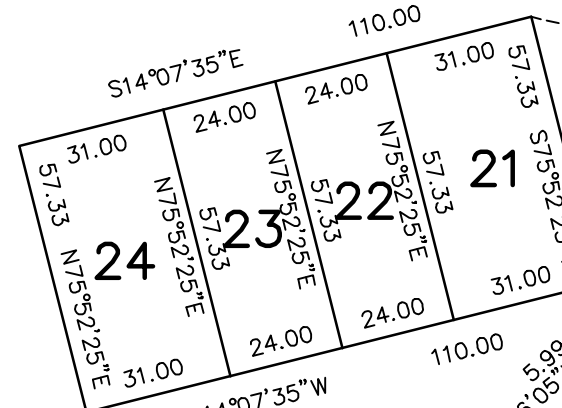
NORTHWOOD
HEIGHTS

THIRD STREET

964.42

S00°17'51"E

OUTLOT F



UTILITY EASEMENT OVER
ALL OF LOT 55

OUTLOT D

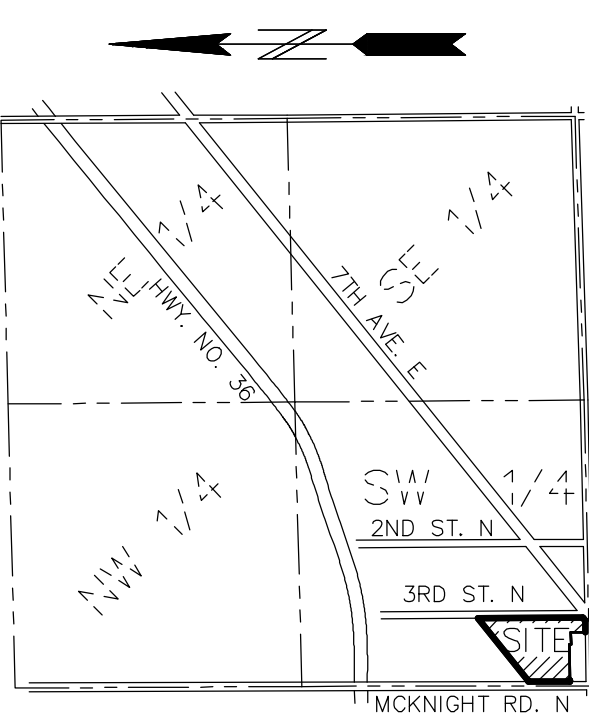
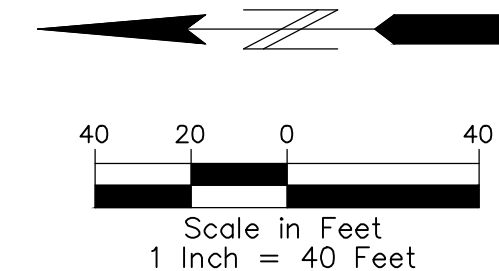
OUTLOT E

MCKNIGHT ROAD N

MCKNIGHT ROAD N

MINNESOTA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAT NO. 62-36

CASTLE WOOD



SECTION 12, TWP. 29, RGE. 22
LOCATION MAP
NOT TO SCALE

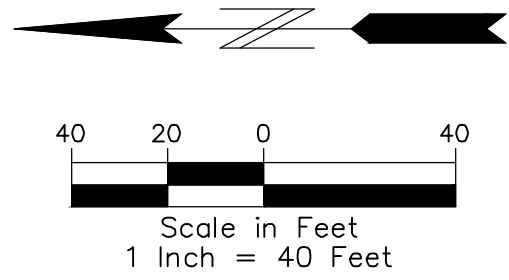
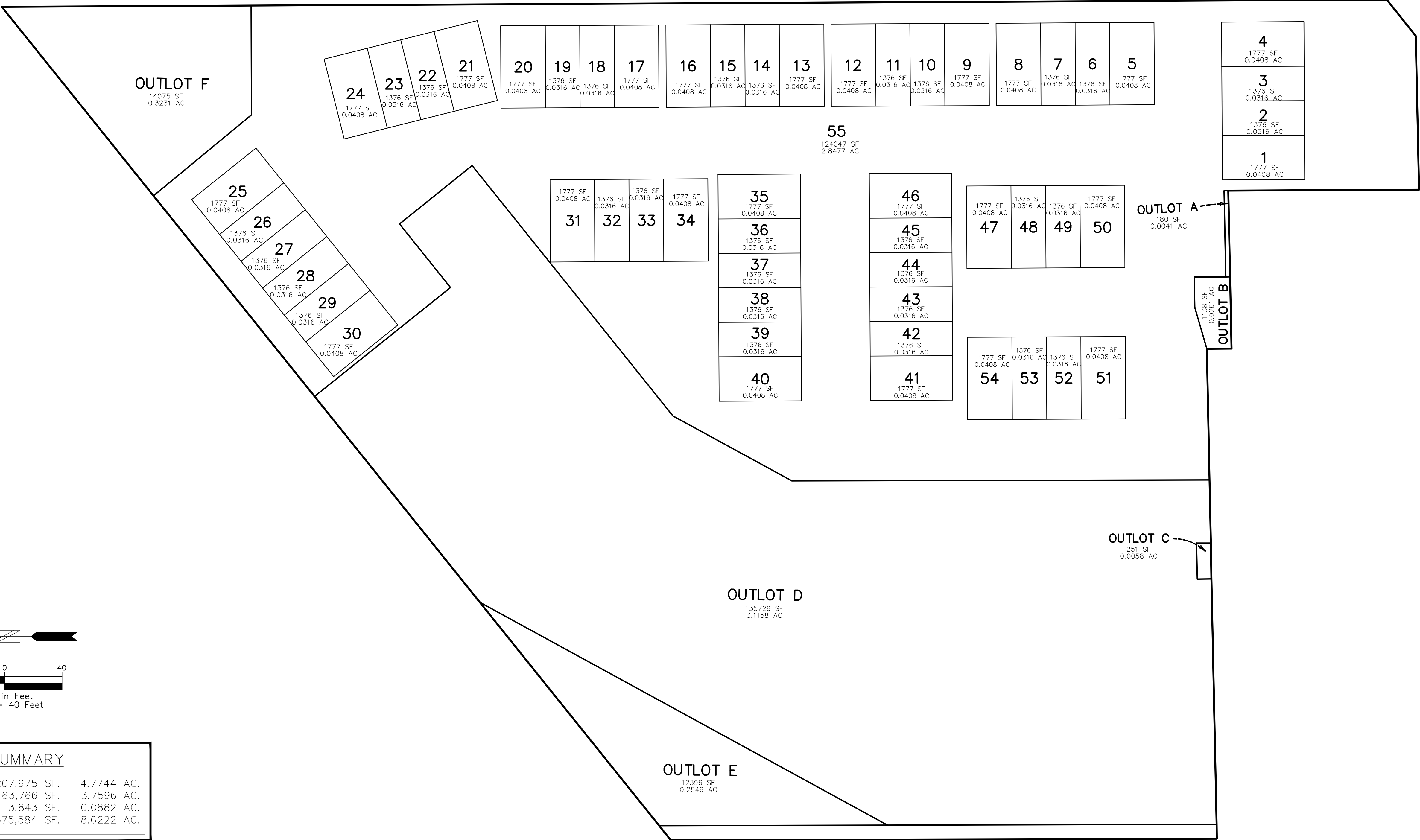
THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 29, RANGE 22, WHICH IS ASSUMED TO HAVE A BEARING OF NORTH 00°08'26" WEST.

- DENOTES FOUND CAST IRON MONUMENT
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH MS SECTION 505.021, SUBD. 10.
- DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.
- △ DENOTES RESTRICTED ACCESS TO RAMSEY COUNTY HIGHWAY PER THE RAMSEY COUNTY CONTIGUOUS PLAT ORDINANCE.

TRANSPORTATION FACILITY
ADDITION

FIFTH ADDITION TO
NORTH ST. PAUL
RAMSEY CO., MINN.
PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

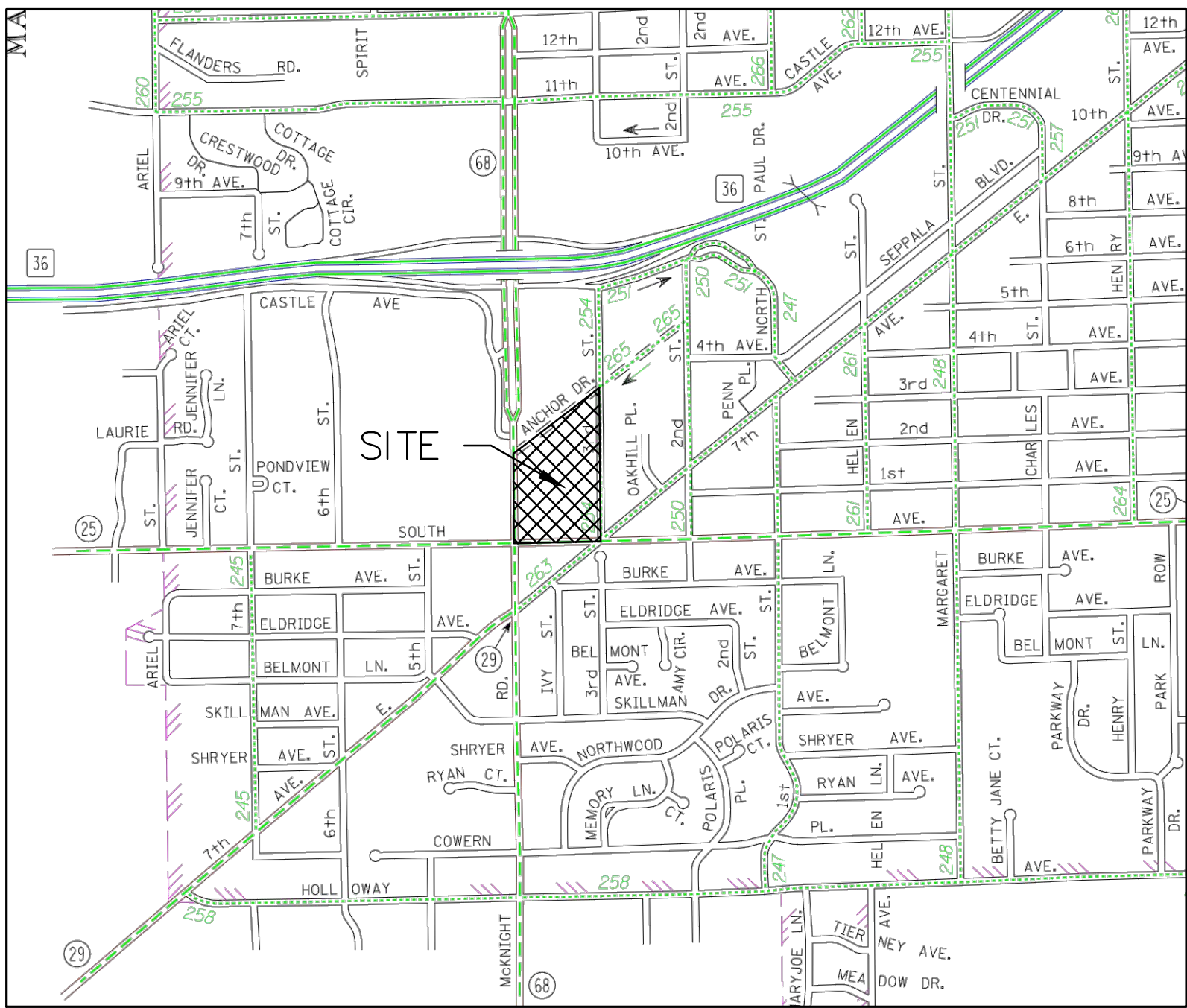
MCKNIGHT TOWNHOMES
AREA SKETCH



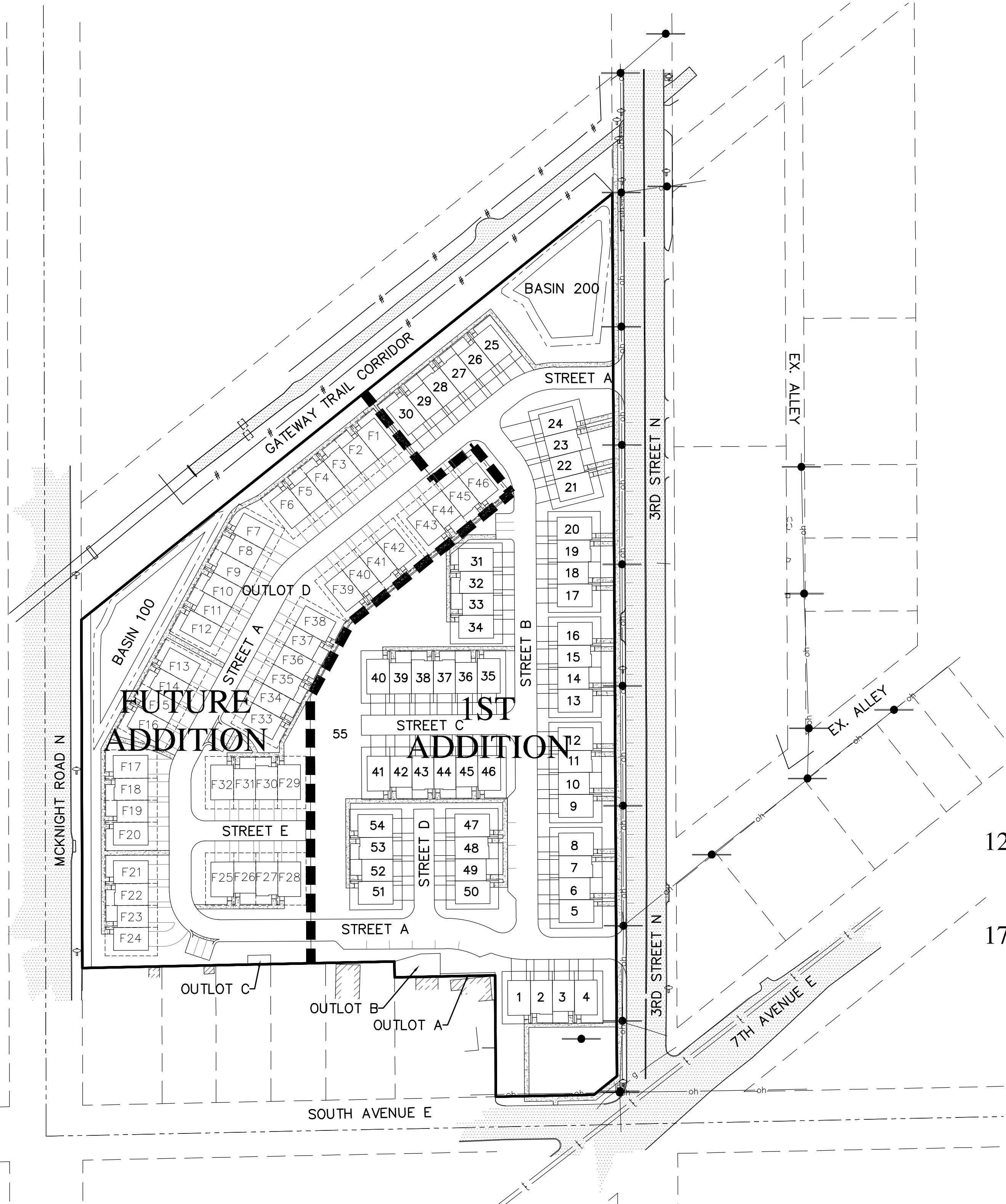
AREA SUMMARY

TOTAL LOT AREA =	207,975 SF.	4.7744 AC.
TOTAL OUTLOT AREA =	163,766 SF.	3.7596 AC.
TOTAL R/W AREA =	3,843 SF.	0.0882 AC.
TOTAL AREA =	375,584 SF.	8.6222 AC.

McKNIGHT TOWNHOMES
FINAL PLAT
NORTH SAINT PAUL, MINNESOTA



LOCATION MAP



- SHEET INDEX
- 1. COVER SHEET
 - 2. LEGEND SHEET
 - 3. BOUNDARY EXHIBIT/NATURAL FEATURES MAP
 - 4. OVERALL PLAT
 - 5. SITE/PHASING PLAN
 - 6. SITE DETAILS
 - 7. OPEN SPACE PLAN
 - 8. SANITARY & WATERMAIN PLAN
 - 9. STORM SEWER PLAN
 - 10. OVERALL GRADING PLAN
 - 11. WALL PLAN
 - 12-13. GRADING PLAN
 - 14. EROSION CONTROL PLAN
 - 15. SEEDING PLAN
 - 16. GRADING DETAILS
 - 17-19. BASIN DETAILS
- L1. LANDSCAPE PLAN

PREPARED BY PIONEER ENGINEERING, P.A.

BRIAN N. MOLINARO
REGISTERED PROFESSIONAL CIVIL ENGINEER
47504
REG. NO.

PETER J. HAWKINSON
REGISTERED PROFESSIONAL LAND SURVEYOR
42299
REG. NO.

DEVELOPER
M/I HOMES
5354 PARKDALE DRIVE, SUITE 100
ST. LOUIS PARK, MINNESOTA 55416



2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name Brian N. Molinaro
Reg. No. 47504 Date 11-05-2018

Revisions

Date 11-05-2018
Designed NAP
Drawn NCR

COVER

M/I HOMES
5354 PARKDALE DRIVE, SUITE 100
ST. LOUIS PARK, MINNESOTA 55416

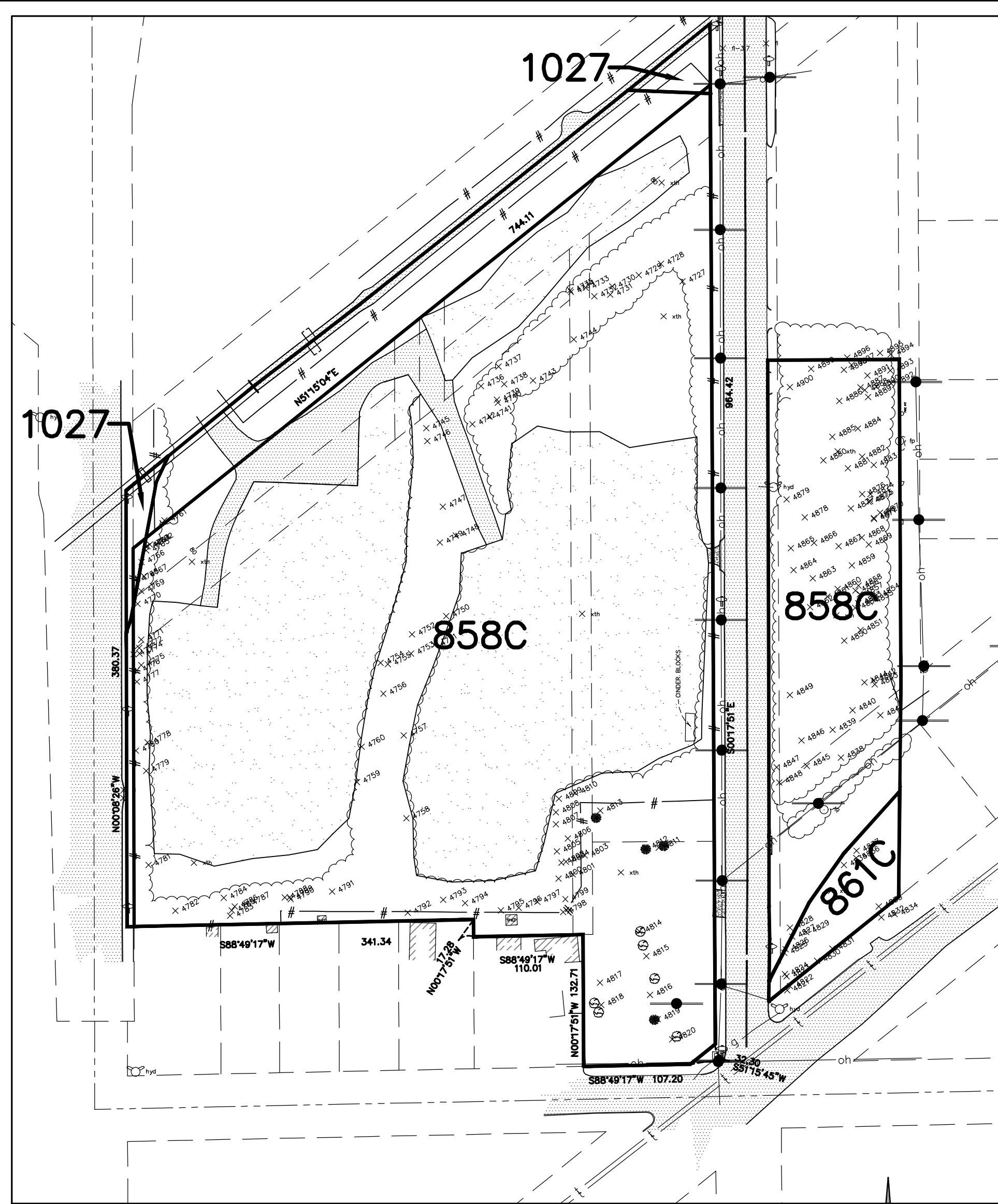
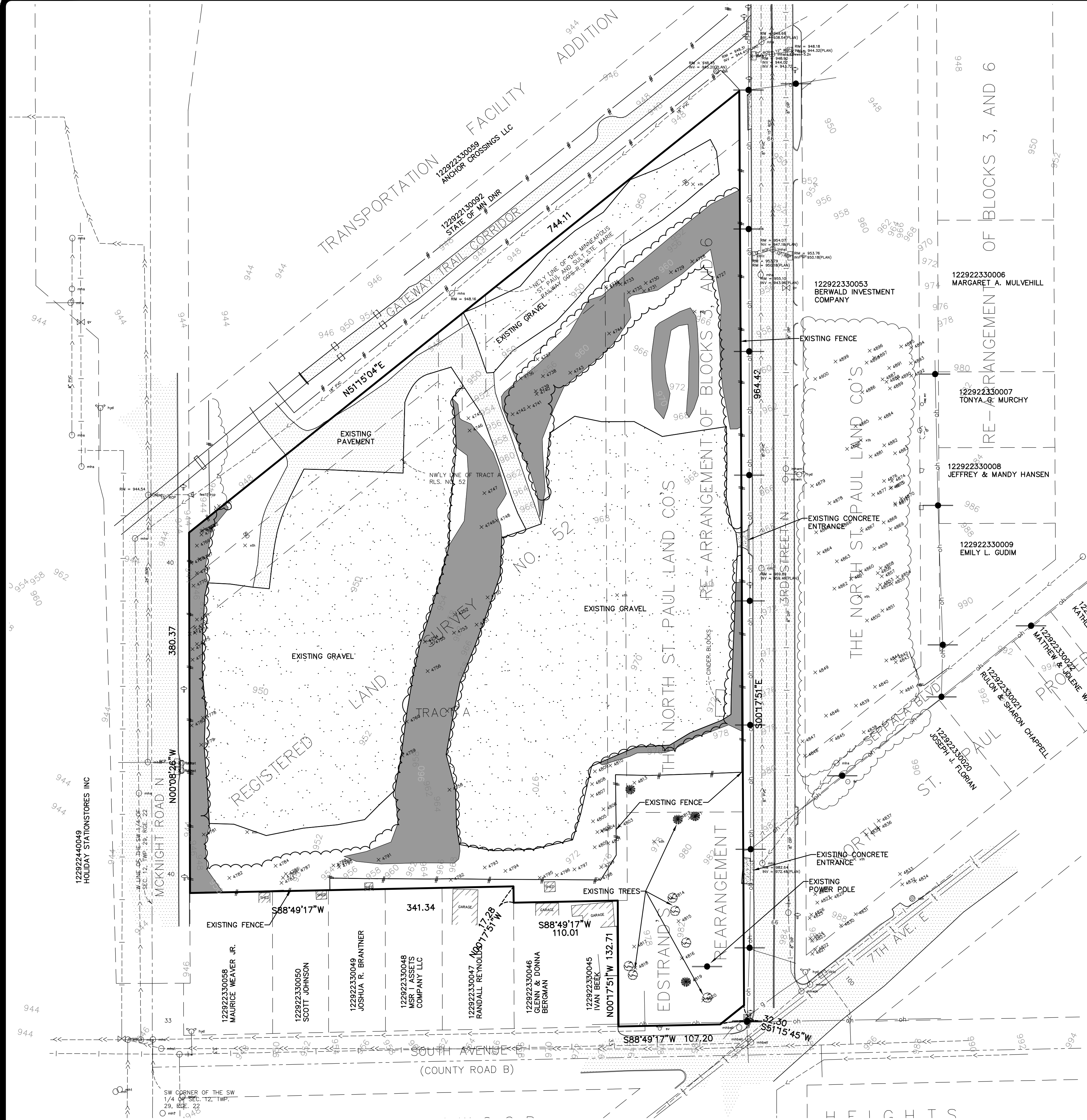
McKNIGHT TOWNHOMES
NORTH SAINT PAUL, MN

1 OF 19

LEGEND			
UTILITY LINES			
EXISTING	PROPOSED	FUTURE	DESCRIPTION
			SANITARY MANHOLE
			SANITARY SEWER (SANITARY & WATERMAIN PLANS)
			SANITARY SEWER (STORM SEWER PLANS)
			FORCE MAIN
			HYDRANT
			GATE VALVE
			REDUCER
			CURB STOP
			WATERMAIN (SANITARY & WATERMAIN PLANS)
			WATERMAIN (STORM SEWER PLANS)
			CATCH BASIN
			BEEHIVE
			STORM MANHOLE
			FLARED END SECTION
			CONTROL STRUCTURE
			STORM SEWER (SANITARY & WATERMAIN PLANS)
			STORM SEWER (STORM SEWER PLANS)
			CULVERT
			PERFORATED DRAINTILE
			SOLID DRAINTILE SERVICE
			CASING
			UNDERGROUND ELECTRIC LINE
			UNDERGROUND FIBER OPTIC LINE
			UNDERGROUND GAS PIPELINE
			UNDERGROUND PETROLEUM PIPELINE
			UNDERGROUND TELEPHONE LINES
			UNDERGROUND TELEVISION LINE
			OVERHEAD UTILITY LINES
SITE LINES			
EXISTING	PROPOSED	FUTURE	DESCRIPTION
			SURMOUNTABLE CURB & GUTTER
			B--STYLE CURB & GUTTER
			RIBBON CURB & GUTTER
			EDGE OF BITUMINOUS
			YELLOW PAVEMENT STRIPING (SINGLE/DOUBLE)
			WHITE PAVEMENT STRIPING (SINGLE/DOUBLE)
			PHASE LINE
			CENTERLINE
			2' CONTOUR LINE
			10' CONTOUR LINE
			BASIN OUTLET LINE
			BASIN HIGH WATER LINE
			PROPOSED SPOT ELEVATION
			EMERGENCY OVERFLOW
			DRAINAGE FLOW ARROW
			DELINEATED / PROPOSED WETLAND LINE
			WETLAND BUFFER
			TREE LINE
			FEMA FLOODPLAIN BOUNDARY
			RETAINING WALL
			FENCE (BARBED WIRE)
			FENCE (CHAIN LINK)
			FENCE (WOOD)
			CONSERVATION AREA SIGN
			WETLAND BUFFER SIGN
			TYPE III BARRICADE
			LIGHT POLE
			STREET SIGNS
			PEDESTRIAN RAMP
SURVEY LINES			
EXISTING	PROPOSED	FUTURE	DESCRIPTION
			BOUNDARY
			RIGHT OF WAY
			LOT LINE
			EASEMENT
			SET BACK LINE
			SECTION LINE
			RESTRICTED ACCESS
HATCH PATTERNS			
	GRAVEL SURFACE		WETLAND
	BITUMINOUS SURFACE		WETLAND UPLAND BUFFER
	CONCRETE SURFACE		WETLAND MITIGATION
	RIP RAP		PERMANENT TURF RESTORATION
	SELECT BACKFILL MATERIAL		PERMANENT WET BASIN SEEDING
	EROSION CONTROL BLANKET MNDOT CATEGORY PER PLAN		UPLAND/NATURAL AREA SEEDING

TOPOGRAPHIC SYMBOLS	
	CATCH BASIN
	CATCH BASIN BEEHIVE
	FLARED END SECTION
	GATE VALVE
	HYDRANT
	WATER SERVICE
	WATER WELL
	MONITORING WELL
	CLEANOUT
	HAND HOLE
	MANHOLE OTHER THAN SANITARY OR STORM
	SANITARY OR STORM MANHOLE
	LAWN SPRINKLER VALVE
	LAWN SPRINKLER HEAD
	UTILITY POLE
	TRANSFORMER BOX
	FIBER OPTIC BOX
	ELECTRIC BOX
	NATURAL GAS METER
	LIGHT POLE
	SEMAPHORE
	TELEPHONE BOX
	CABLE BOX
	CAST IRON MONUMENT
	FOUND IRON PIPE
	JUDICIAL LAND MARK
	PK NAIL
	CONTROL POINT
	SPIKE
	FLAG POLE
	TEST HOLE
	MAILBOX
	SIGN
	BOLLARD
	CONSERVATION POST
	DECIDUOUS TREE
	CONIFEROUS TREE
	SHRUB / BUSH
EROSION & SEDIMENT CONTROL	
	STANDARD EROSION CONTROL
	HEAVY-DUTY EROSION CONTROL
	SECONDARY EROSION CONTROL FENCE
	EROSION CONTROL AT BACK OF CURB
	TREE FENCE
	TEMPORARY DIVERSION DITCH
	CATCH BASIN INLET PROTECTION
	STRAW BIO ROLLS
	ROCK BERM
	SUMPED RIP RAP PERMANENT ENERGY DISSIPATER
	DISCHARGE LOCATION
	GRAVEL CONSTRUCTION ENTRANCE
	TEMPORARY OUTLET FLOATING SKIMMER
	MAINTAINENCE VEHICLE ACCESS 10% SLOPE MAX.
	STABILIZED EMERGENCY OVERFLOW
	STEEP SLOPE 3:1 (H:V) (33.3%) OR STEEPER GRADE
CURB LEGEND	
	TOP OF CURB ELEVATION FOR SURMOUNTABLE CURB
	TOP OF CURB ELEVATION FOR SURMOUNTABLE CURB (TIP OUT GUTTER)
	TOP OF CURB ELEVATION FOR B618 CURB
	TOP OF CURB ELEVATION FOR B618 CURB (TIP OUT GUTTER)
	BITUMINOUS ELEVATION

ABBREVIATIONS	
A	ALGEBRAIC DIFFERENCE
B-B	BACK TO BACK
BV	BUTTERFLY VALVE
BOC	BACK OF CURB
BFE	BASE FLOOD ELEVATION
BMP	BEST MANAGEMENT PRACTICE
CL	CENTER LINE
CB	CATCHBASIN
CBMH	CATCHBASIN MANHOLE
CMP	CORRUGATED METAL PIPE
CO	CLEAN OUT
CS	CURB STOP
DIP	DUCTILE IRON PIPE
DT	DRAINTILE
EL/ELEV	ELEVATION
EX	EXISTING
FES	FLARED END SECTION
F-F	FACE TO FACE
FM	FORCEMAIN
GB	GRADE BREAK
GND	GROUND
GV	GATE VALVE
HP	HIGH POINT
HYD	HYDRANT
HWL	HIGH WATER LEVEL
INV	INVERT
K	CURVE COEFFICIENT
L	LENGTH
LF	LOWEST FLOOR
LO	LOOKOUT
LO	LOWEST OPENING
LP	LIQUID PETROLEUM
LP	LOW POINT
MH	MANHOLE
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PVT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
R	RAMBLER
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT OF WAY
SSWR	SANITARY SEWER
STA	STATION
STRM	STORM SEWER
SWPPP	STORM WATER POLLUTION PROTECTION PLAN
TNH	TOP NUT HYDRANT
TYP	TYPICAL
WM	WATER MAIN
WO	WALKOUT
LOT INFORMATION	
(TYPICAL SECTION NOT TO SCALE)	



MAP UNIT SYMBOL	MAP UNIT NAME	RATING	COMPONENT NAME (PERCENT)	ACRES IN AOI	PERCENT OF AOI
858C	Urban land - Chetek complex, 3 to 15 percent slopes	Not rated	Urban land (65%)	11.0	96.9%
861C	Urban land - Kingsley complex, 3 to 15 percent slopes	Not rated	Urban land (60%)	0.2	2.0%
1027	Udorthents, wet substratum	Not rated	Udorthents, wet substratum (90%)	0.1	1.1%
Totals for Area of Interest				11.3	100.0%

- EXISTING GRAVEL
- EXISTING BITUMINOUS PAVEMENT
- STEEP SLOPES OF 18% OR MORE
- EXISTING TREE LINE

KNOW ALL PERSONS BY THESE PRESENTS: That M/I Homes of Minneapolis/St. Paul, LLC, owner, of the following described property:

PARCEL 2

Lots 1 and 20, Block 3, North 81. Paul Proper, except that part of said Lot 1 taken for McKnight Road widening.

Those parts of Lots 2, 3, 4, 21 and 22, Block 3, North St. Paul Proper, lying Northerly and Northwesterly of Tract A, Registered Land Survey No. 52, except that part of Lot 4 taken for McKnight Road widening.

Those parts of Lots 1, 2, 3 and 4, Block 1, North St. Paul Land Company's Re-arrangement of Lot 10 through 19, inclusive, of Block 3, and Lots 2 through 23, inclusive, of Block 6, North St. Paul Proper, lying Northerly and Northwesterly of Tract A, Registered Land Survey No. 52.

Those parts of Lots 20, 36, 37 and 38, Block 1, North 81. Paul Land Company's Re-arrangement of Lots 10 through 19, inclusive, of Block 3 and Lots 2 through 23, inclusive, of Block 6, North 81. Paul Proper, lying Northerly and Northwesterly of a line running parallel with and distant 80 feet Southeastly of the Southeastly line of Minneapolis, St. Paul and South Ste. Marie Railway Company's right-of-way, said Southeastly line being a line running Northeastly at an angle of 51 degrees 23 minutes 30 seconds to the West line of Section 12, Township 29, Range 22, from a point on said West line distant 532.16 feet North of the Southwest corner of said Section 12.

Except that part of Lots 1 and 4, Block 3, North St. Paul Property, as shown in Parcel 349 on Minnesota Department of Transportation Right of Way Plat No. 62-36 as the same is on file and of record in the office of the Registrar of Titles for Ramsey County, together with all right of access as shown on said plat by the access control symbol.

Ramsey County, Minnesota
Torrens Property

PARCEL 3:

Tract A, Registered Land Survey No. 52, except that part lying South of the extended North line of Tracts B, C, D and E, Registered Land Survey No. 52 and West of a line drawn parallel to and 100 feet West of the most Easterly line of Tract A.

Except that part of Tract A, Registered Land Survey No. 52, shown as Parcel 349 on Minnesota Department of Transportation Right of Way Plats Numbered 62-36, as the same is on file and of record in the office of the Registrar of Titles in and for Ramsey County, Minnesota, together with all right of access as shown on said plat by the access control symbol.

Ramsey County, Minnesota
Torrens Property

PARCEL 5:

Lot 20, except that part thereof embraced within the plat of Edstrand's Rearrangement, and Lots Twenty-three (23) to Thirty-eight (38), inclusive, in Block One (1) of the North St. Paul Land Company's Rearrangement of Lots 10 to 19, inclusive, of Block 3 and Lots 2 to 23, inclusive, of Block 6, of North St. Paul Proper, Ramsey County, Minnesota, except that part of Lot 20 and Lots 36, 37 and 38 in said Block 1, lying Northerly and Westerly of a line drawn parallel to and distant 60 feet from the center line of the right of way of the Minneapolis and St. Paul Suburban Railroad Company and Southeast thereof, same being 2 strips of land each 40 feet in width along the right of way and adjacent thereto, all measurements being made at right angles to said right of way, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County.

Ramsey County, Minnesota
Abstract Property

PARCEL 6:

Lots 11, 12, 13, 14, 15, 16, 17 and 18, Block 2, the North St. Paul Land Company's Rearrangement of Lots 10 to 19, inclusive, of Block 3 and Lots 2 to 23, inclusive, of Block 6, of North St. Paul Proper, Ramsey County, Minnesota.

Abstract Property

PARCEL 7:

Lots 9 and 10, Block 2, the North St. Paul Land Company's Rearrangement of Lots 10 to 19, inclusive, of Block 3, and Lots 2 to 23, inclusive, of Block 6, of North St. Paul Proper, Ramsey County, Minnesota.

Abstract Property

PARCEL 8:

Lots 1, 2, 3, and 4, Block 5, North St. Paul Proper, Ramsey County, Minnesota

Abstract Property

PARCEL 9:

Lots 1 and 2, Edstrand's Rearrangement, Ramsey County, Minnesota, together with that part of the vacated alley accruing thereto by reason of the vacation thereof;

AND

Lot 22, Block 1, The North St. Paul Land Company's Re-arrangement of Lots 10 to 19 (inclusive) of Block 3 and Lots 2 to 23 (inclusive) of Block 6 of North St. Paul Proper, Ramsey County, together with that part of the vacated alley accruing thereto by reason of the vacation thereof.

Ramsey County, Minnesota
Abstract Property

Has caused the same to be surveyed and platted as MCKNIGHT TOWNHOMES and does hereby dedicate to the public for public use the drainage and utility easements as shown on this plat.

SITE DATA:

PROPOSED ZONING: PUD
PROPOSED LAND USE: MU-3

PROPOSED PUD MINIMUM STANDARDS: TOWNHOMES

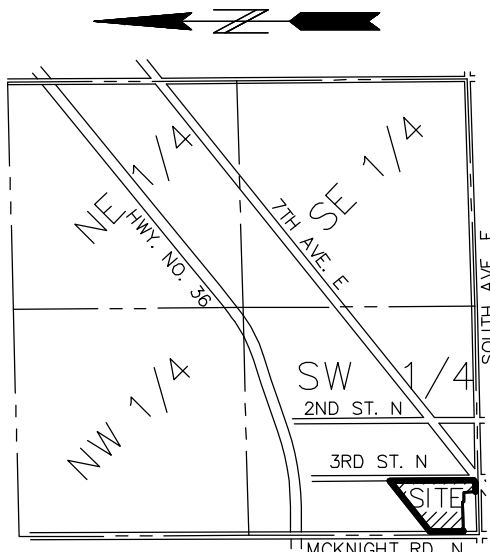
20ft to Right of way on 3rd Street North measure to stoop
30ft to Right of way on McKnight Road North measure to stoop
15ft to Right of way on Trail Corridor measure to stoop
24ft back of curb to back of curb on through roads
22ft back of curb to back of curb on finger streets
23ft driveways measure to garage door
15ft side yard building to building and to private drives measure to cant
10ft from parking to building (15ft from parallel parking in front to building)

PROPOSED PARKING STALLS

19 stalls-9ft wide x 20ft deep

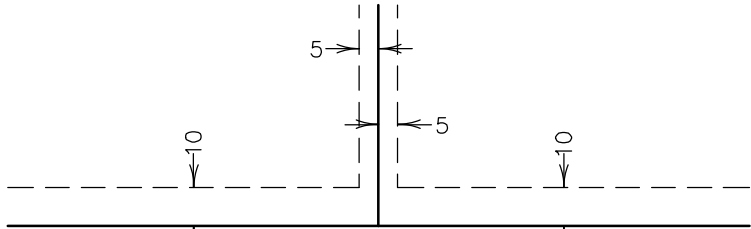
PROPOSED PUD MINIMUM STANDARDS: SINGLE FAMILY

FRONT: 20ft
SIDE: 5ft
REAR: 30ft



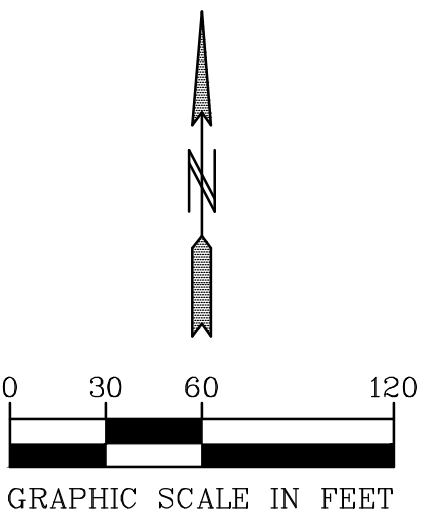
SECTION 12, TWP. 29, RGE. 22
LOCATION MAP
NOT TO SCALE

DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining lot lines unless otherwise indicated, and 10 feet in width and adjoining street lines and rear lot lines unless otherwise indicated on the plat.

TOTAL GROSS AREA	8.7104 ACRES
TOTAL LOT AREA	5.0976 ACRES
TOTAL LOT COMMON AREA	2.476 ACRES
TOTAL NUMBER OF TOWNHOME LOTS	100
NUMBER OF OUTLOTS	4
TOTAL OUTLOT AREA	3.5246 ACRES
TOTAL RIGHT OF WAY AREA	0.0882 ACRES
ZONING	P.U.D.



OVERALL PLAT

M/I HOMES

5354 PARKDALE DRIVE, SUITE 100
ST. LOUIS PARK, MINNESOTA 55416

McKNIGHT TOWNHOMES

NORTH SAINT PAUL, MN

Name

Brian Molinaro
Brian N. Molinaro

Reg. No.

47504

Date

11-05-2018

Revisions

Date

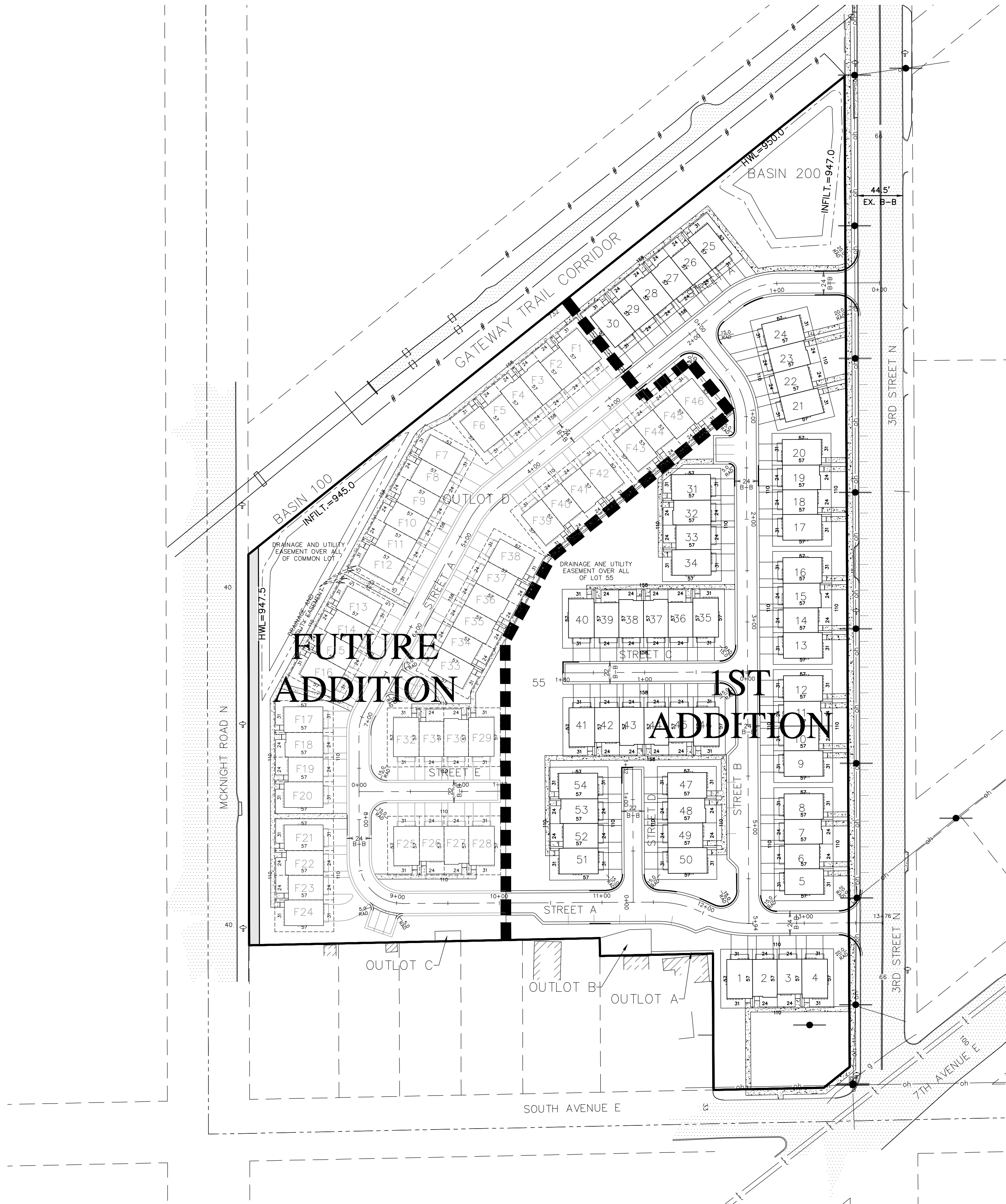
11-05-2018

Designed

NAP

Drawn

NCR



NOTES:
1. ALL CONSTRUCTED PEDESTRIAN
RAMPS MUST BE ADA COMPLIANT

TOWN HOME SETBACKS	
FRONT	23'
SIDE	15'
CORNER @ ROW	15'
REAR	15'
MCKNIGHT ROAD N	30'
3RD STREET N	20'
LOW OPENING	2' + HWL 1' + EOF
LOW FLOOR	2' + HWL 2' + EST. GROUND HWL

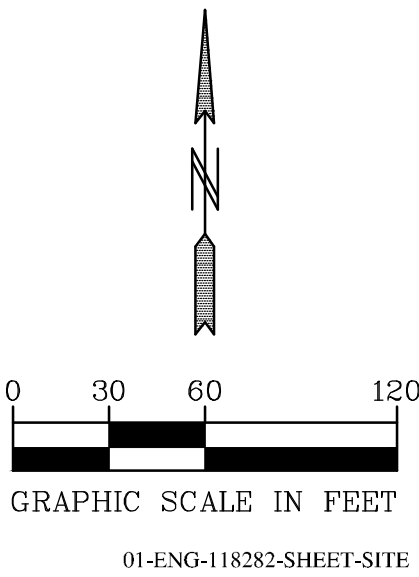
SINGLE FAMILY SETBACKS	
FRONT	20'
SIDE	5'
REAR	30'
LOW OPENING	2' + HWL 1' + EOF
LOW FLOOR	2' + HWL 2' + EST. GROUND HWL

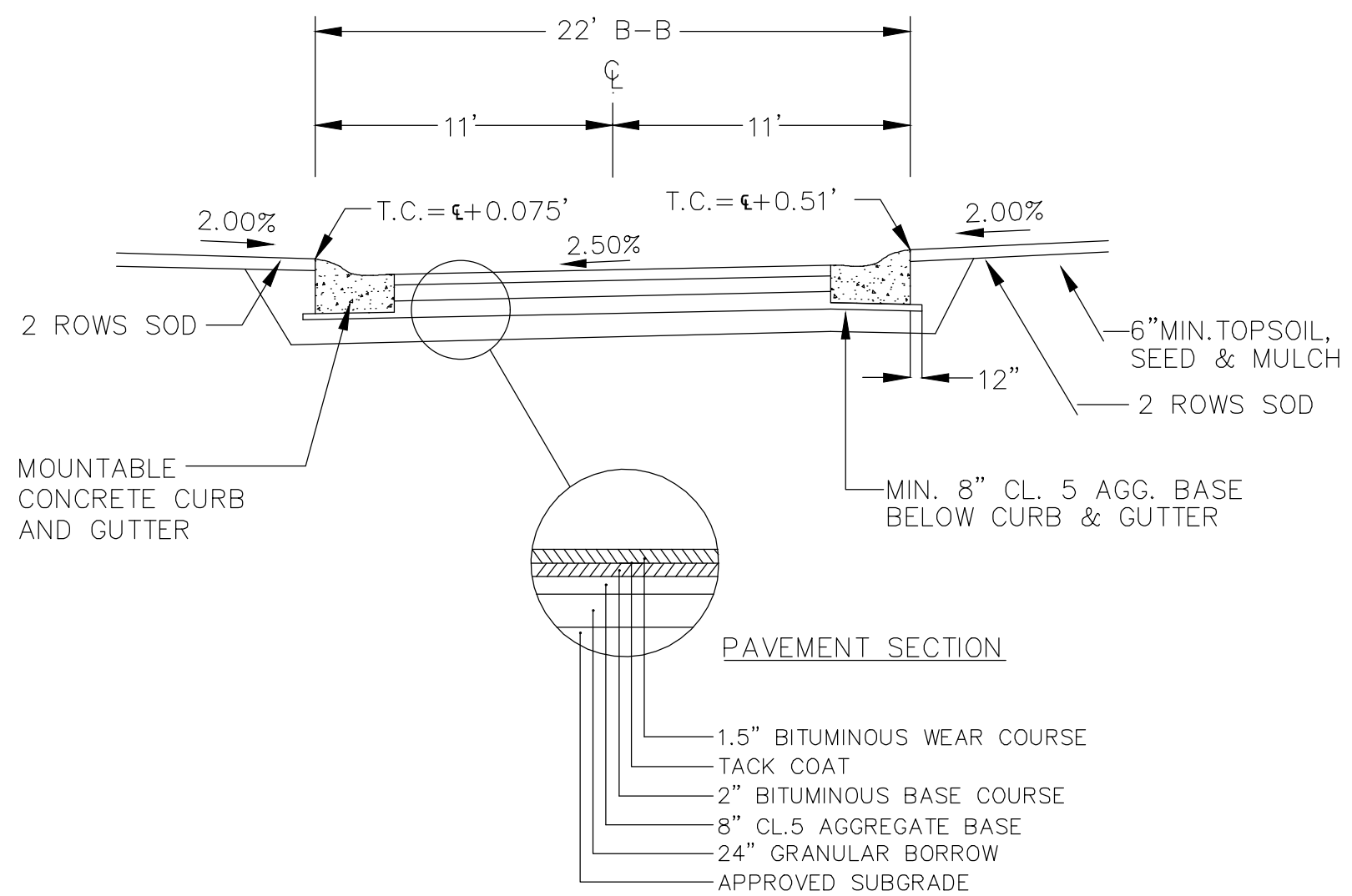
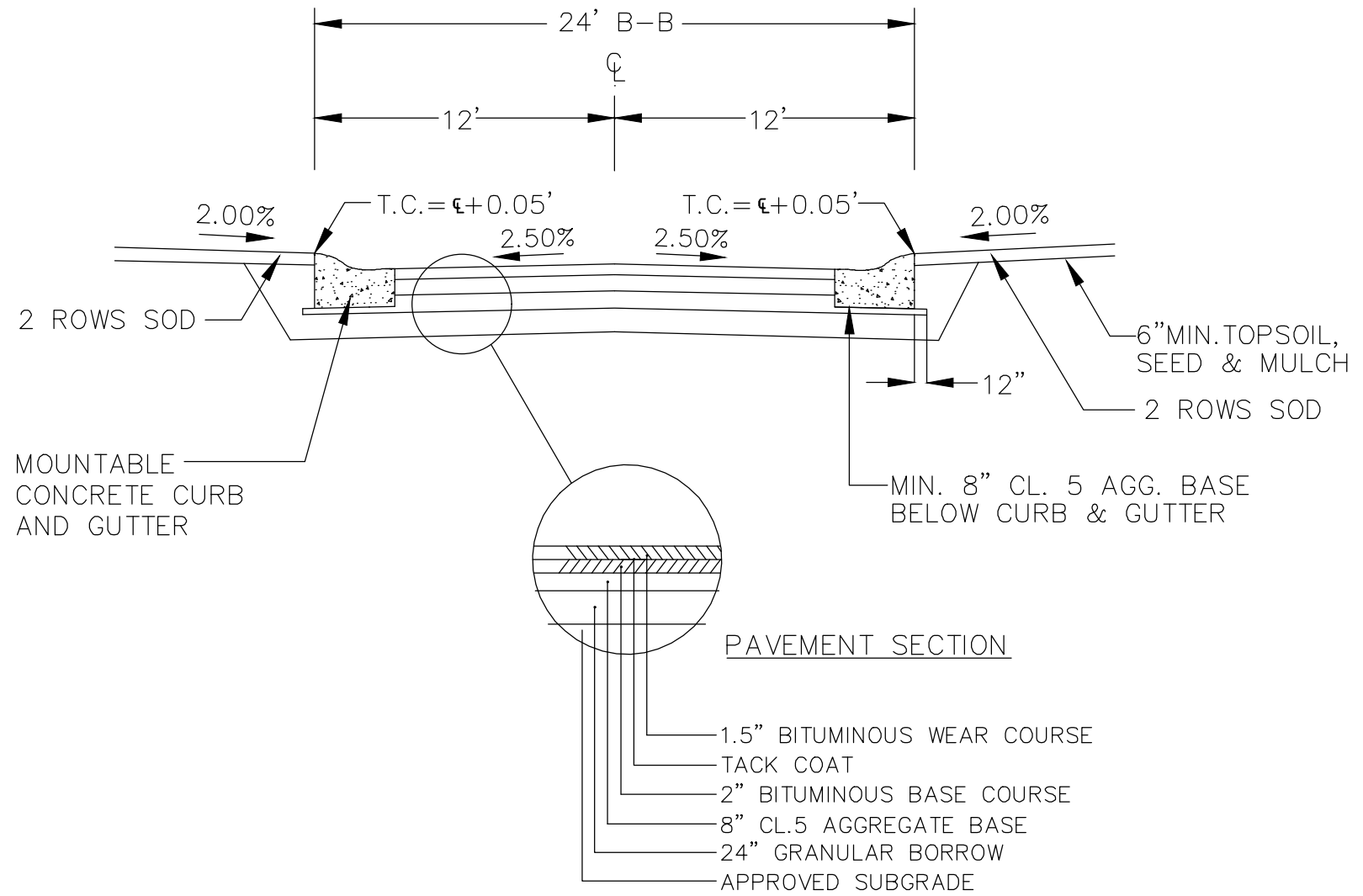
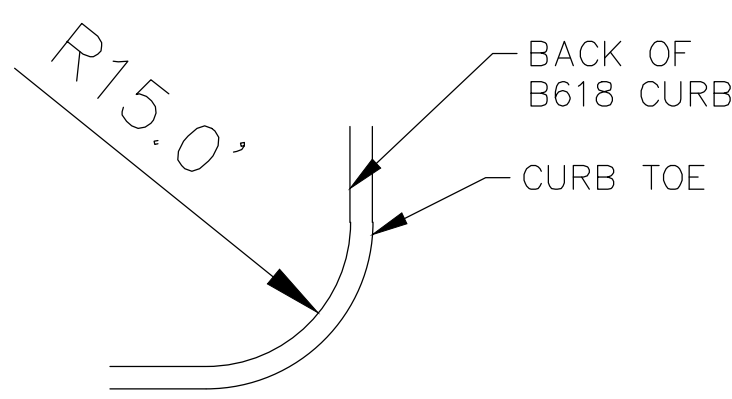
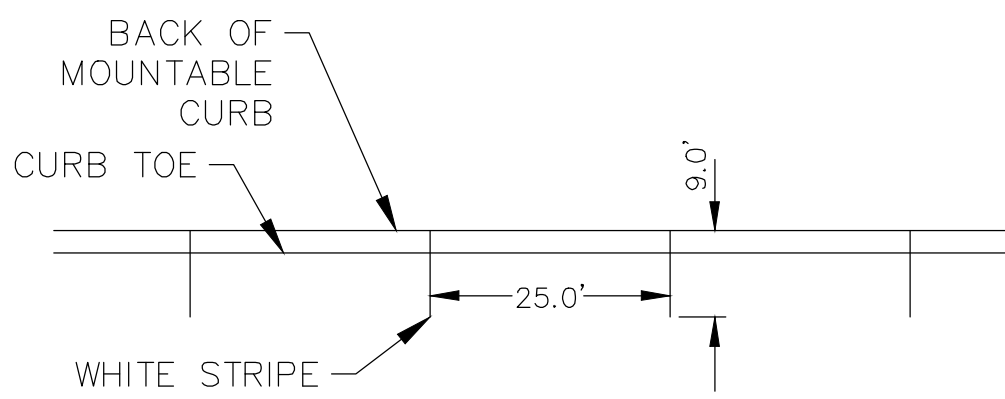
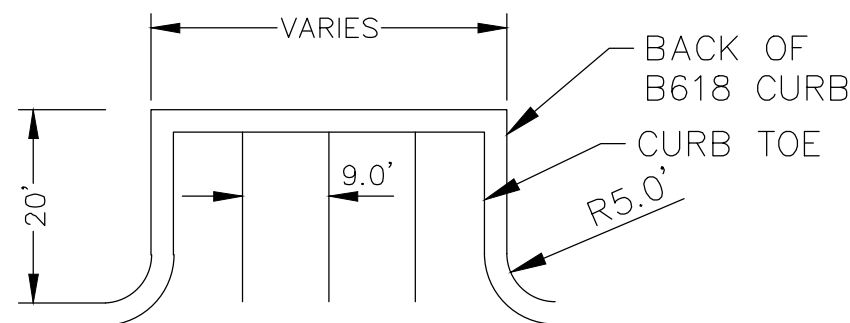
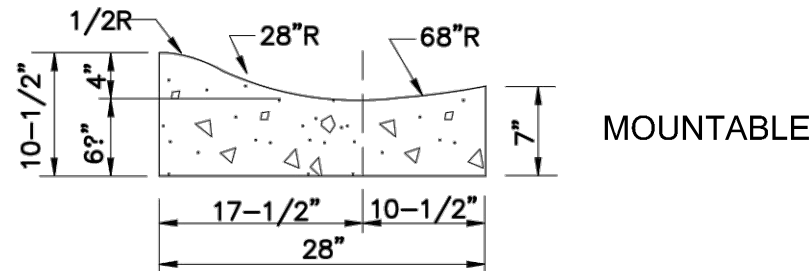
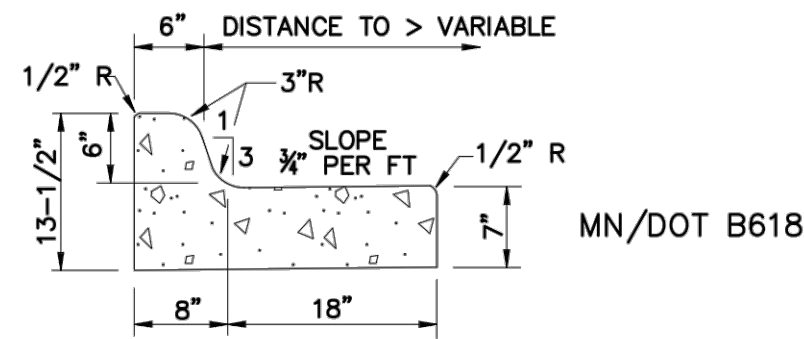
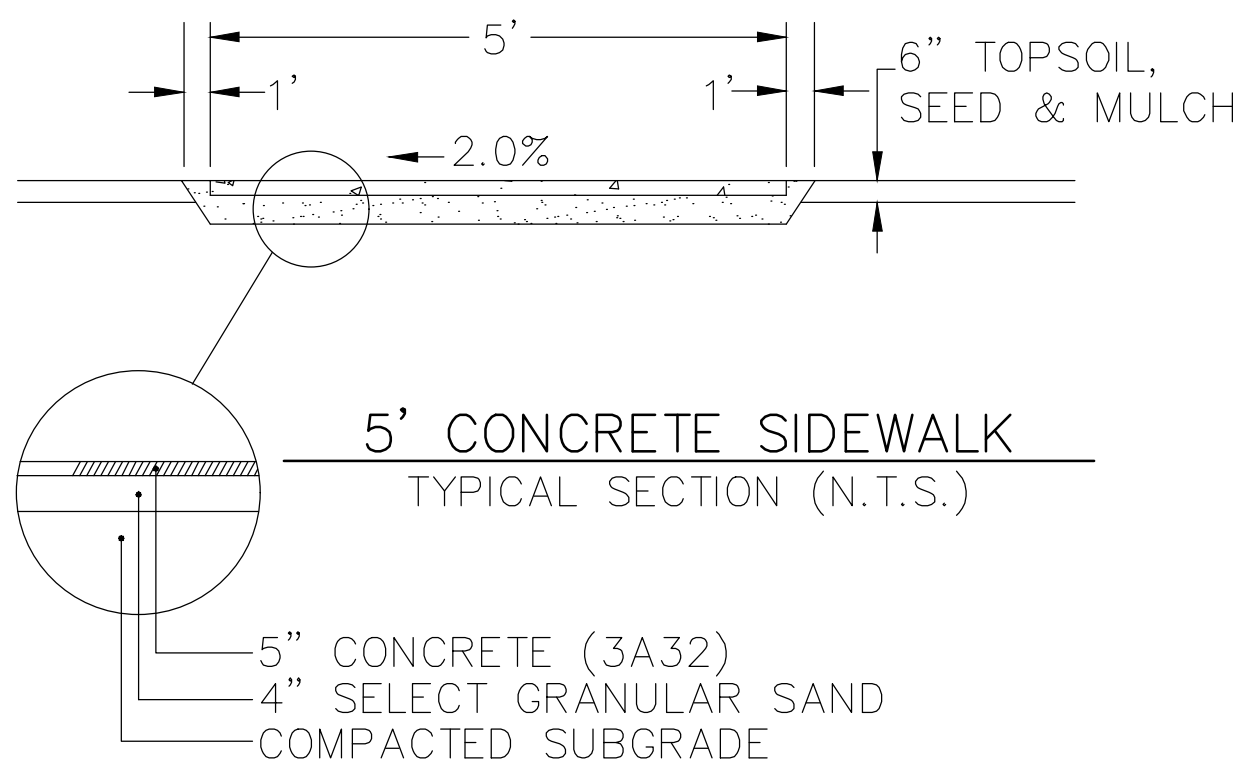
DENSITY SUMMARY	
1ST ADDITION:	
GROSS AREA	223,368 S.F. (5.13 AC)
NO. OF UNITS	54
UNITS/TOTAL AREA	10.53 UNITS/AC
FUTURE ADDITION:	
GROSS AREA	152,215 S.F. (3.49 AC)
NO. OF UNITS	46
UNITS/TOTAL AREA	13.16 UNITS/AC

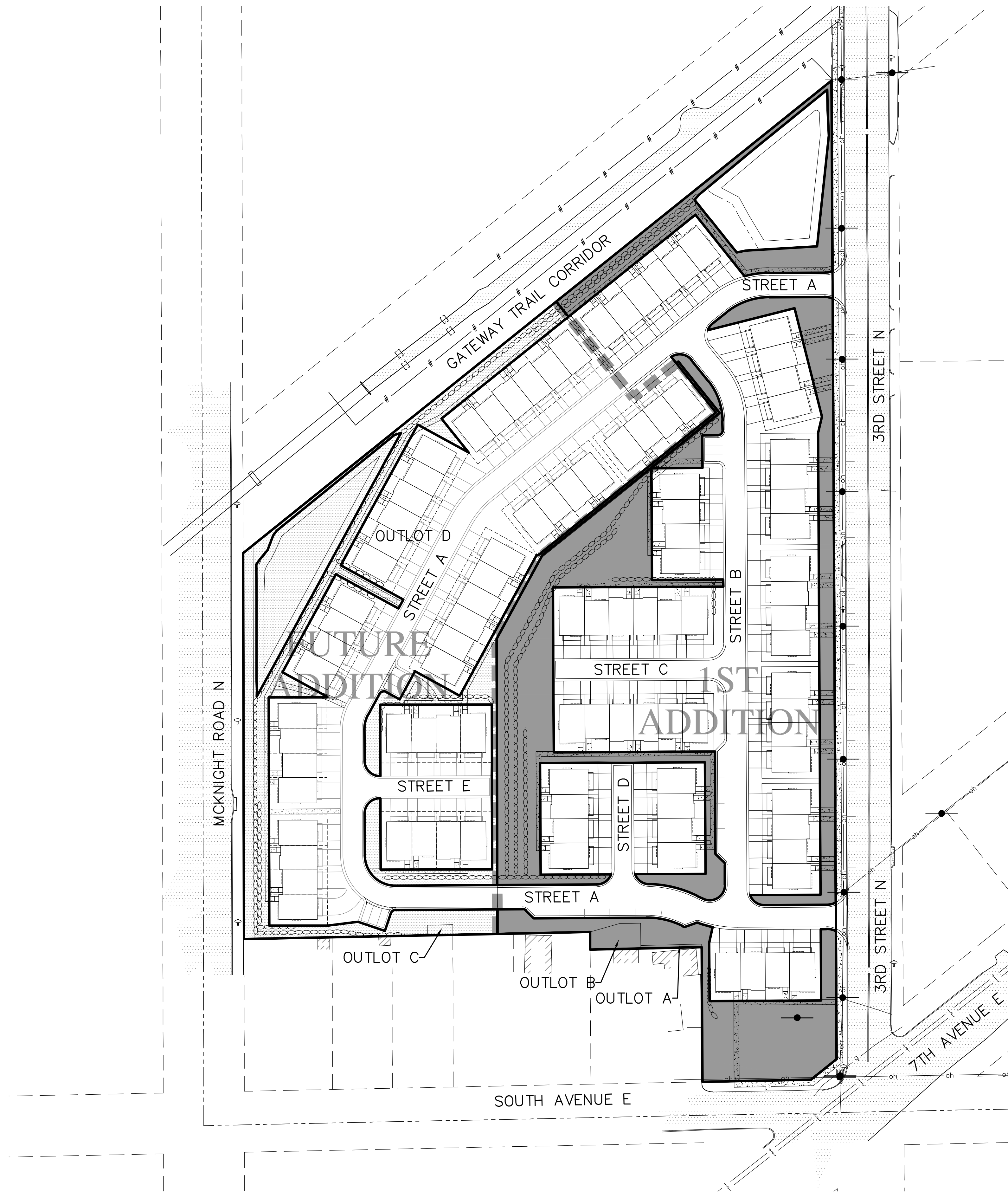
PARKING SUMMARY		
REQUIRED (1ST ADDITION)		TOTAL
54 UNITS x 2 PARKING SPOTS EACH		108 SPOTS
REQUIRED (FUTURE ADDITION)		
46 UNITS x 2 PARKING SPOTS EACH		92 SPOTS
REQUIRED TOTAL		200 SPOTS
PROPOSED (1ST ADDITION)		
54 UNITS	x 2 GARAGE SPOTS/UNIT (108 SPOTS)	
	2 DRIVEWAY SPOTS/UNIT (108 SPOTS)	
	+ 13 OFFSTREET PARKING SPOTS	
	21 3RD STREET PARKING SPOTS	250 SPOTS
PROPOSED (FUTURE ADDITION)		
46 UNITS	x 2 GARAGE SPOTS/UNIT (92 SPOTS)	
	2 DRIVEWAY SPOTS/UNIT (92 SPOTS)	
	+ 6 OFFSTREET PARKING SPOTS	190 SPOTS
PROPOSED TOTAL		440 SPOTS

PHASE LINE

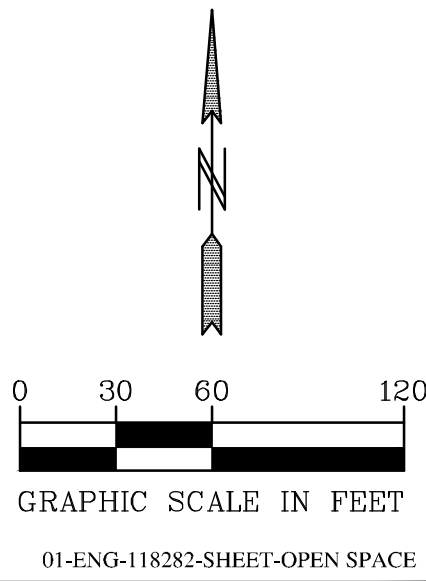
DEDICATED 10' ADDITIONAL ROW

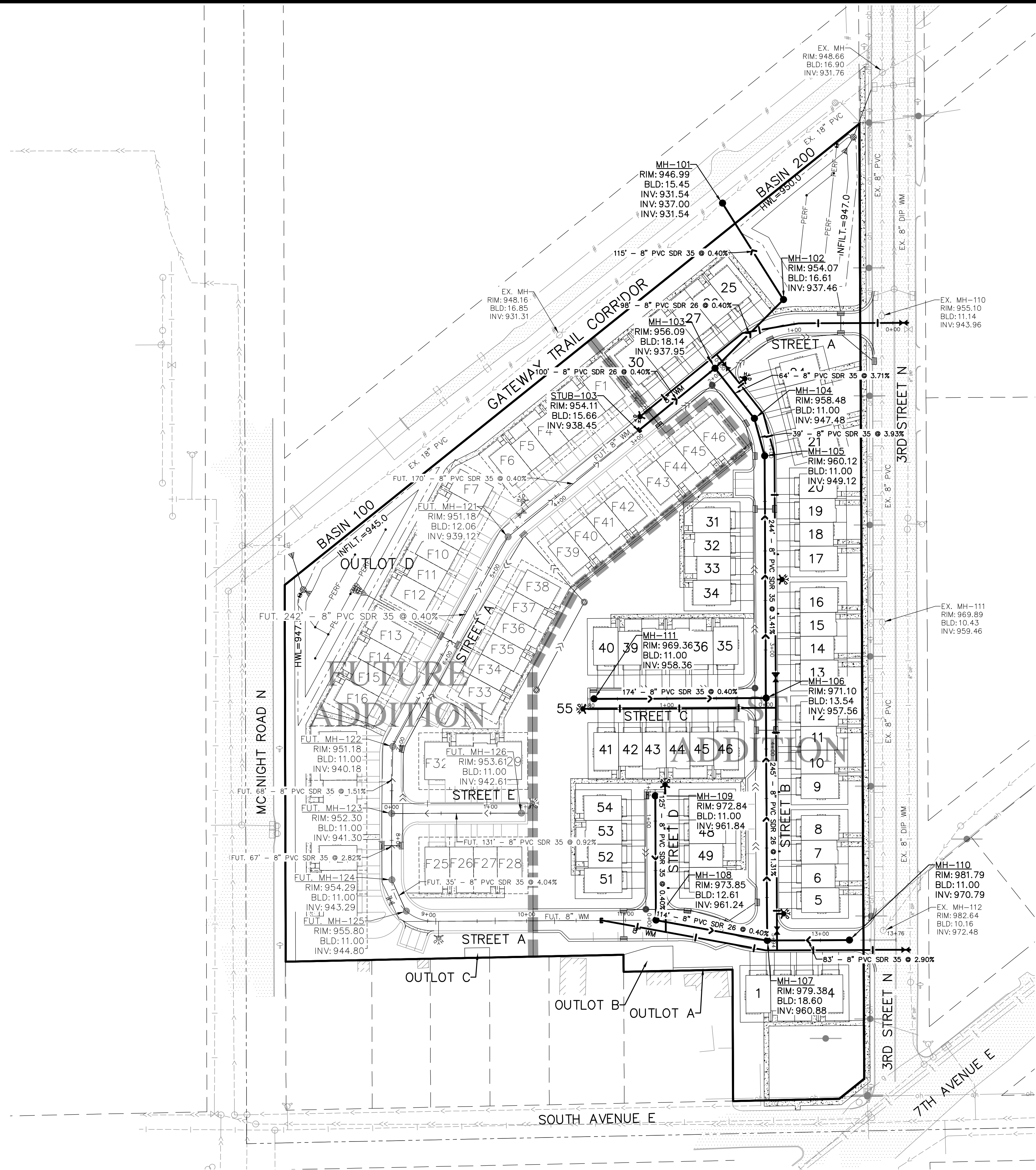




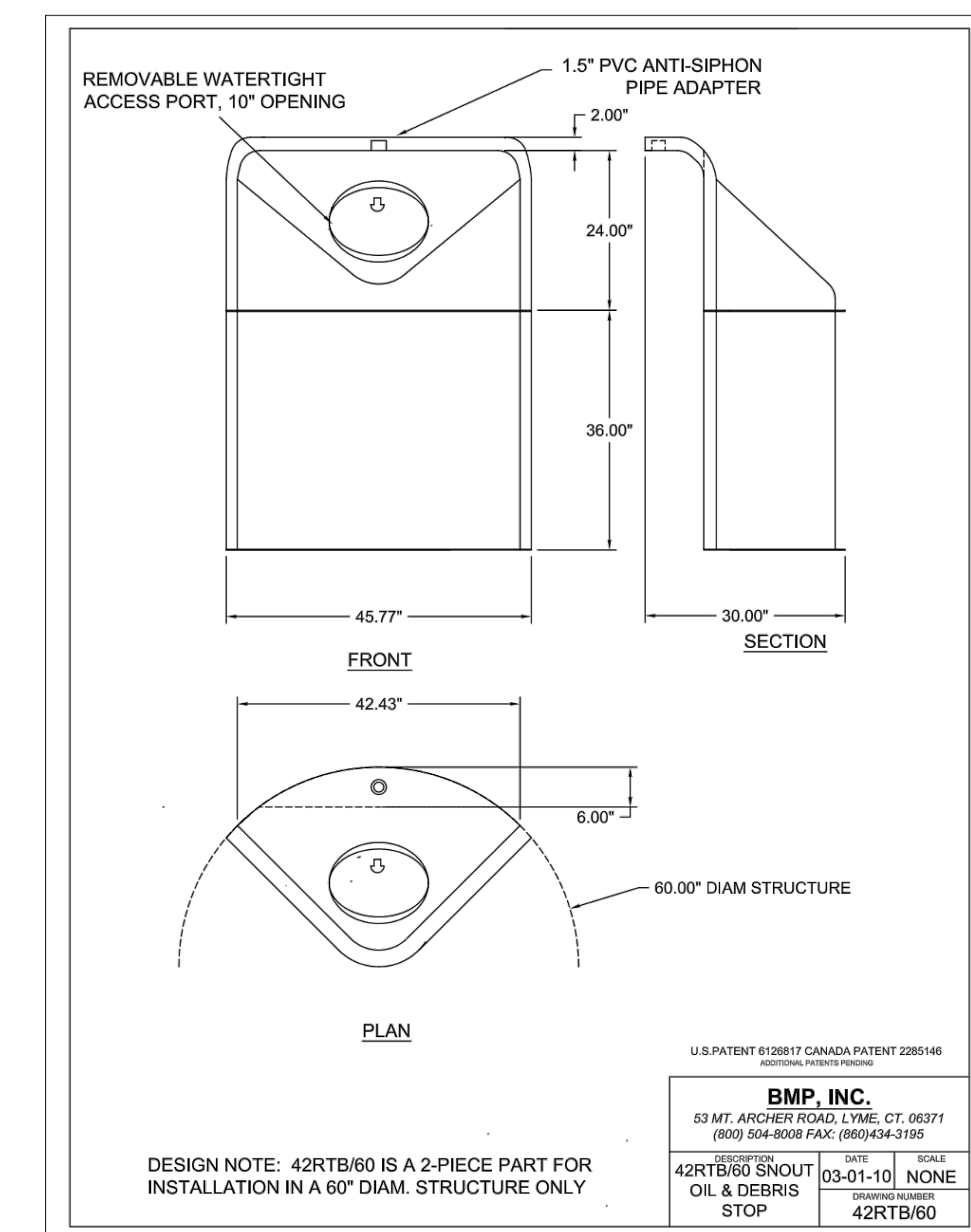
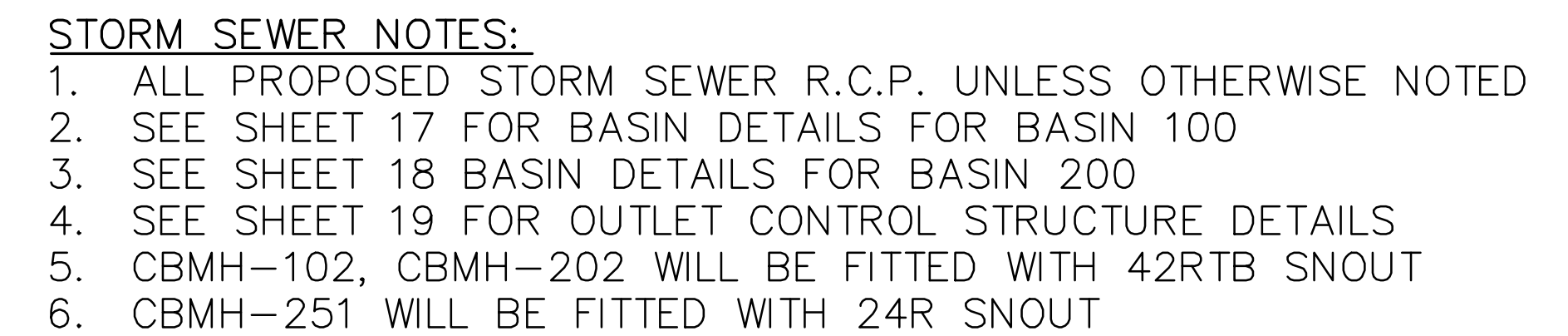


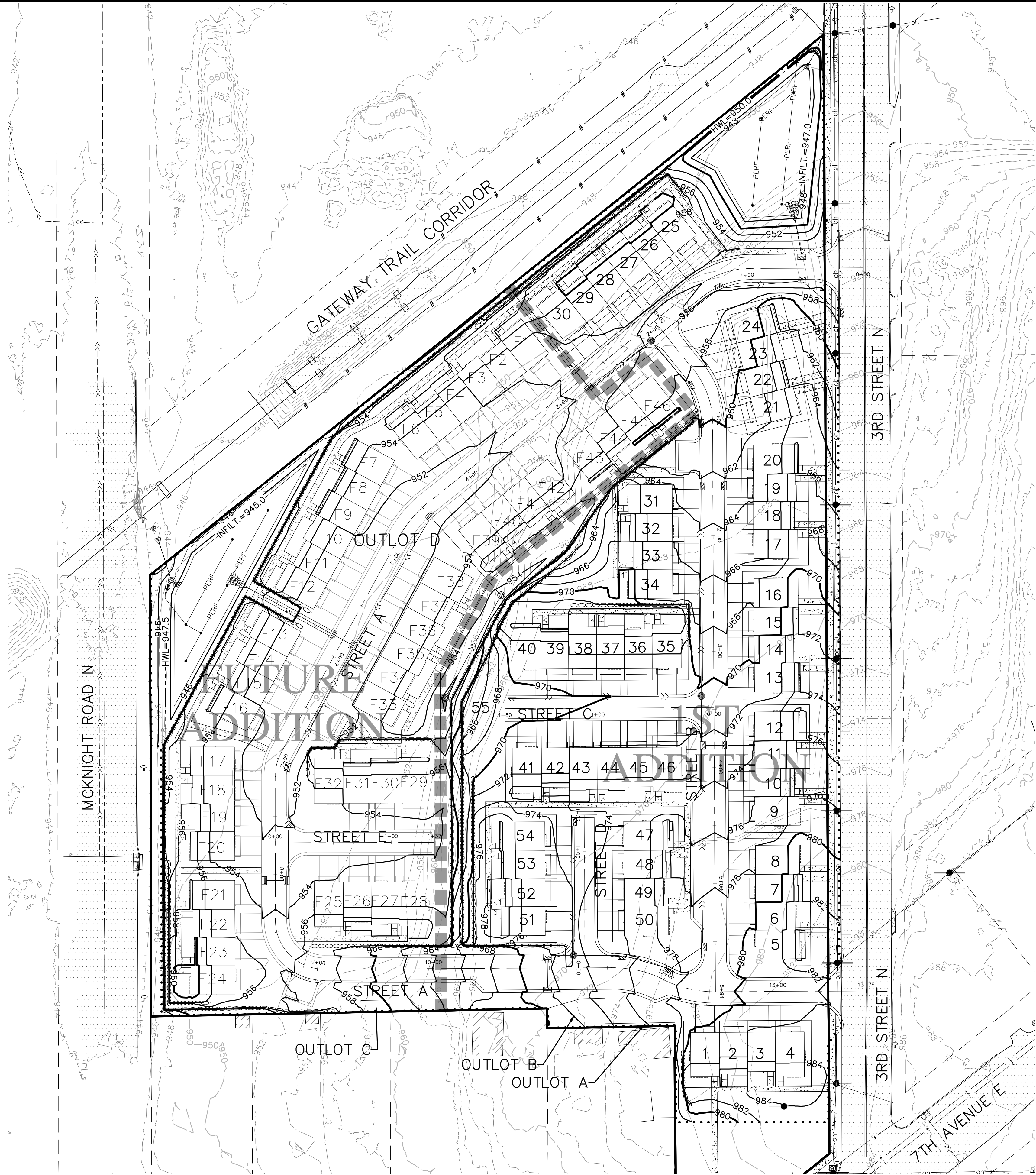
	1ST ADDITION OPEN SPACE AREA = 66,523 S.F. (1.53 AC)
54 UNITS	1,232 S.F./UNIT (0.028 AC/UNIT)
	FUTURE ADDITION OPEN SPACE AREA = 41,222 S.F. (0.946 AC)
46 UNITS	896 S.F./UNIT (0.021 AC/UNIT)





- SANITARY & WATERMAIN NOTES:**
1. ALL PROPOSED SANITARY SEWER PIPE IS 8" PVC UNLESS OTHERWISE NOTED
 2. ALL PROPOSED WATERMAIN PIPE IS 8" DIP CL 52 UNLESS OTHERWISE NOTED

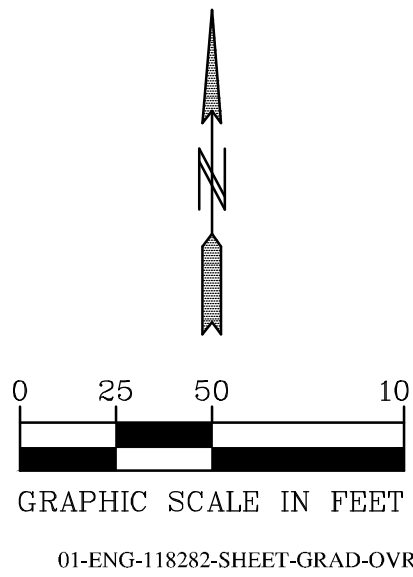


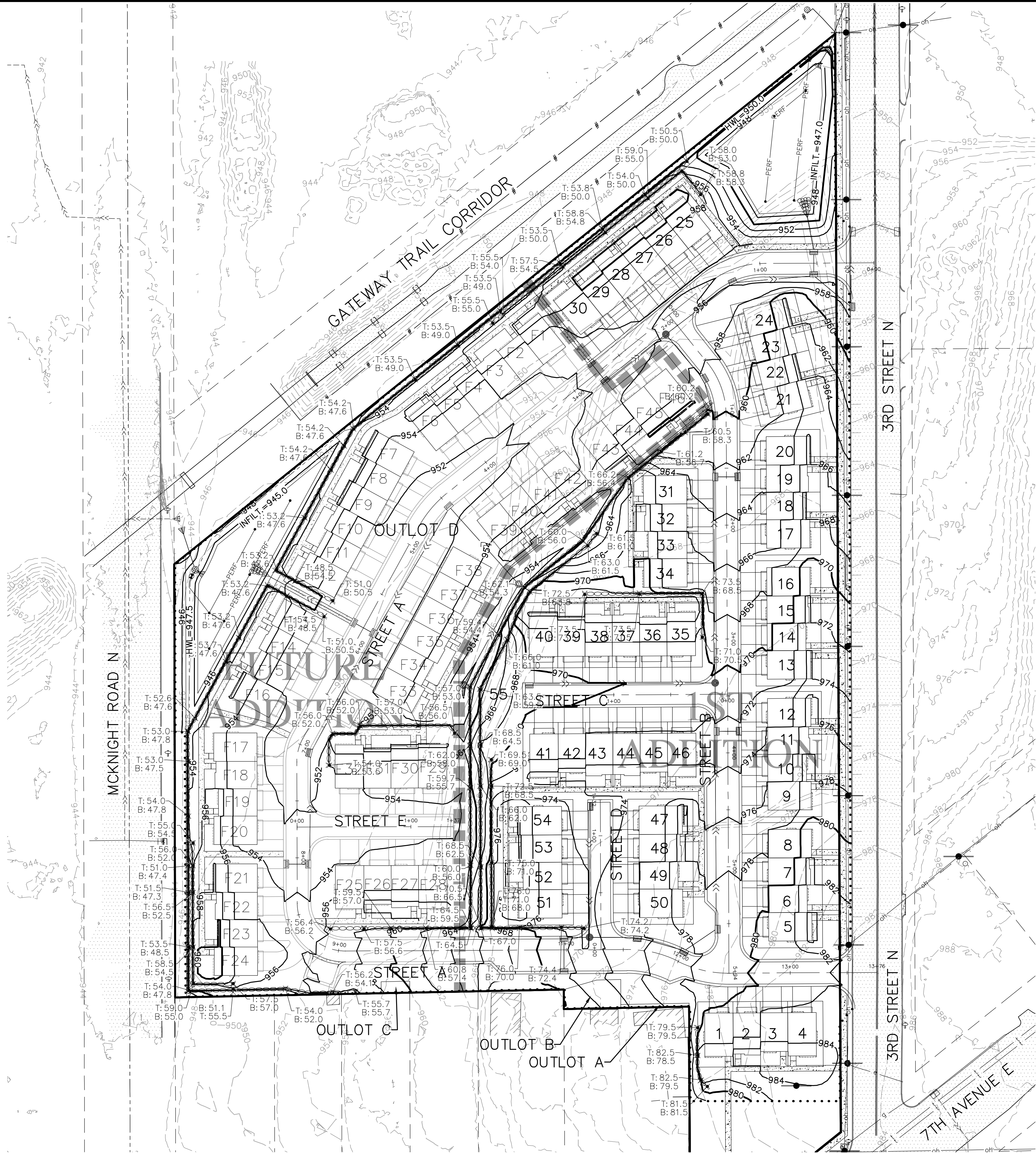


TOWN HOME SETBACKS	
FRONT	23'
SIDE	15'
CORNER @ ROW	15'
REAR	15'
MCKNIGHT ROAD N	30'
3RD STREET N	20'
LOW OPENING	2' + HWL
	1' + EOF
LOW FLOOR	2' + HWL
	2' + EST.
	GROUND HWL

SINGLE FAMILY SETBACKS	
FRONT	20'
SIDE	5'
REAR	30'
LOW OPENING	2' + HWL
	1' + EOF
LOW FLOOR	2' + HWL
	2' + EST.
	GROUND HWL

- NOTES:
- SEE SHEET 11 FOR RETAINING WALL PLAN
 - SEE SHEET 17 FOR BASIN DETAILS FOR BASIN 100
 - SEE SHEET 18 FOR BASIN DETAILS FOR BASIN 200
 - SEE SHEET 19 FOR OUTLET CONTROL STRUCTURE DETAILS

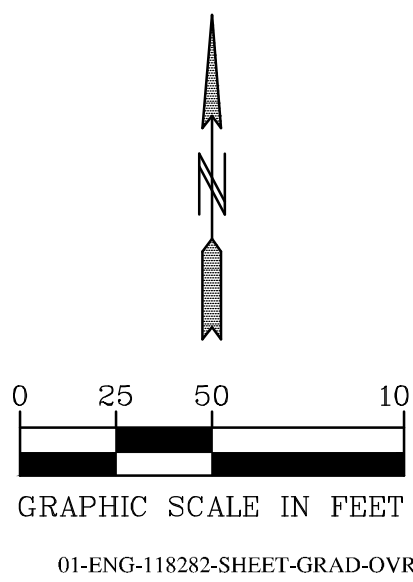


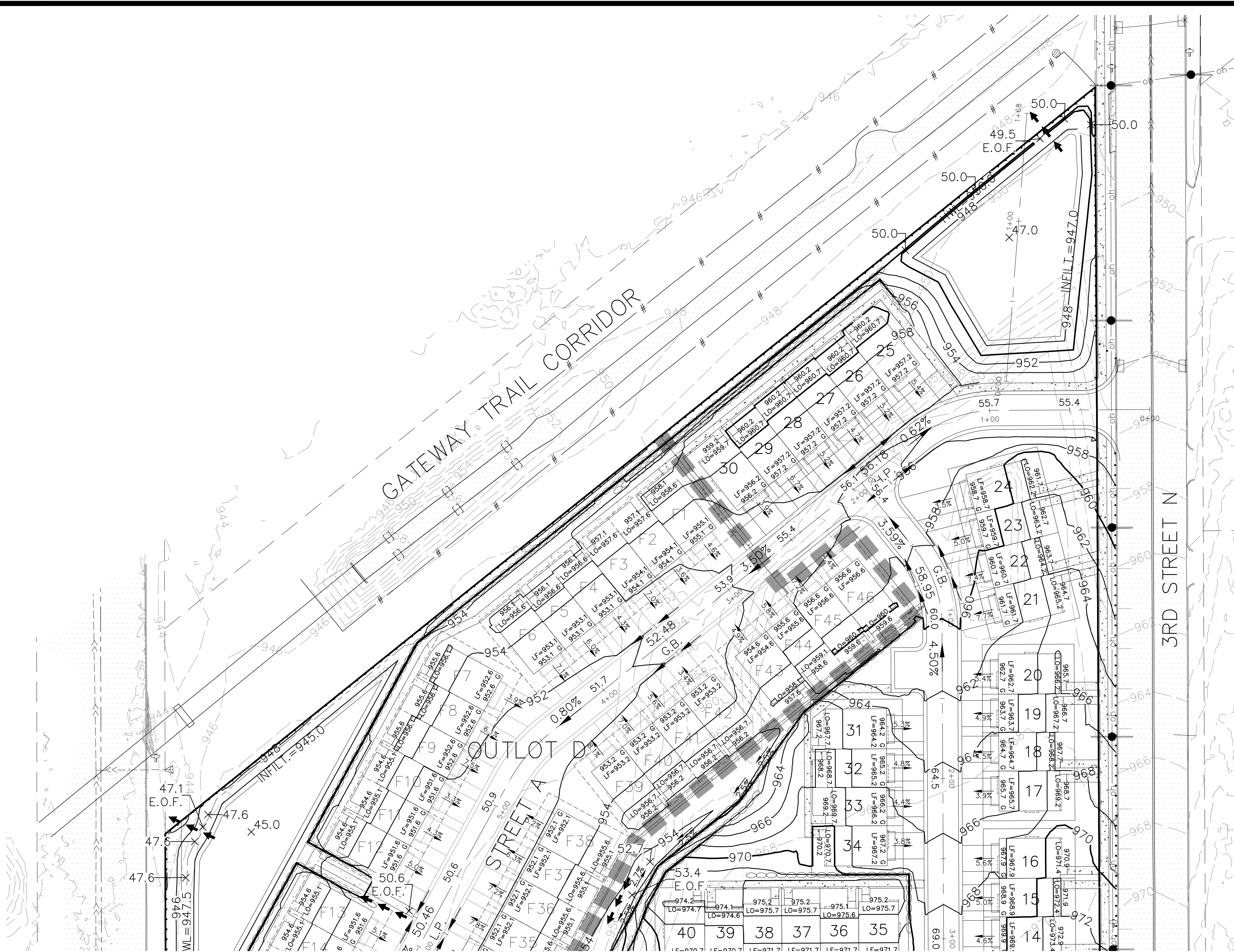


TOWN HOME SETBACKS	
FRONT	23'
SIDE	15'
CORNER @ ROW	15'
REAR	15'
MCKNIGHT ROAD N	30'
3RD STREET N	20'
LOW OPENING	2' + HWL
	1' + EOF
LOW FLOOR	2' + HWL
	2' + EST.
	GROUND HWL

SINGLE FAMILY SETBACKS	
FRONT	20'
SIDE	5'
REAR	30'
LOW OPENING	2' + HWL
	1' + EOF
LOW FLOOR	2' + HWL
	2' + EST.
	GROUND HWL

- NOTES:
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TOWN HOME SETBACKS	
FRONT	23'
SIDE	15'
CORNER @ ROW	15'
REAR	15'
MCKNIGHT ROAD N	30'
3RD STREET N	20'
LOW OPENING	2' + HWL
	1' + EOF
LOW FLOOR	2' + HWL
	2' + EST.
	GROUND HWL

SINGLE FAMILY SETBACKS	
FRONT	20'
SIDE	5'
REAR	30'
LOW OPENING	2' + HWL
	1' + EOF
LOW FLOOR	2' + HWL
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PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name

Brian N. Molinaro
Brian N. Molinaro
Reg. No. 47504 Date 11-05-2018

Revisions

Date

11-05-2018

Designed

NAP

Drawn

NCR

GRADING PLAN

M/I HOMES
5354 PARKDALE DRIVE, SUITE 100
ST. LOUIS PARK, MINNESOTA 55416

McKNIGHT TOWNHOMES
NORTH SAINT PAUL, MN

12 OF 19

SEE SHEET 12

TOWN HOME SETBACKS

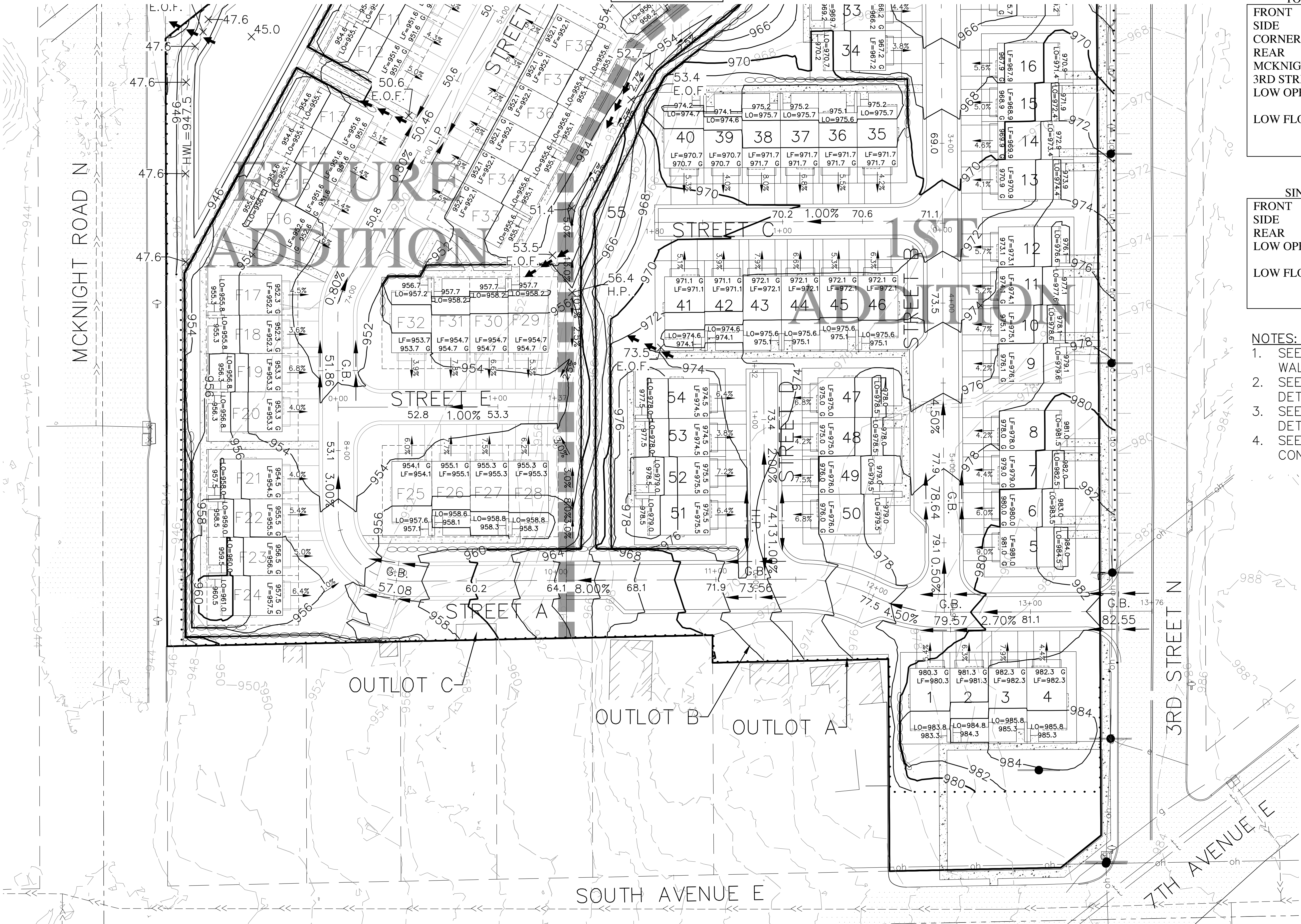
FRONT	23'
SIDE	15'
CORNER @ ROW	15'
REAR	15'
MCKNIGHT ROAD N	30'
3RD STREET N	20'
LOW OPENING	2' + HWL
	1' + EOF
LOW FLOOR	2' + HWL
	2' + EST.
	GROUND HWL

SINGLE FAMILY SETBACKS

FRONT	20'
SIDE	5'
REAR	30'
LOW OPENING	2' + HWL
	1' + EOF
LOW FLOOR	2' + HWL
	2' + EST.
	GROUND HWL

NOTES:

1. SEE SHEET 11 FOR RETAINING WALL PLAN
2. SEE SHEET 17 FOR BASIN DETAILS FOR BASIN 100
3. SEE SHEET 18 FOR BASIN DETAILS FOR BASIN 200
4. SEE SHEET 19 FOR OUTLET CONTROL STRUCTURE DETAILS



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Name Brian N. Molinaro
Reg. No. 47504 Date 11-05-2018

Revisions

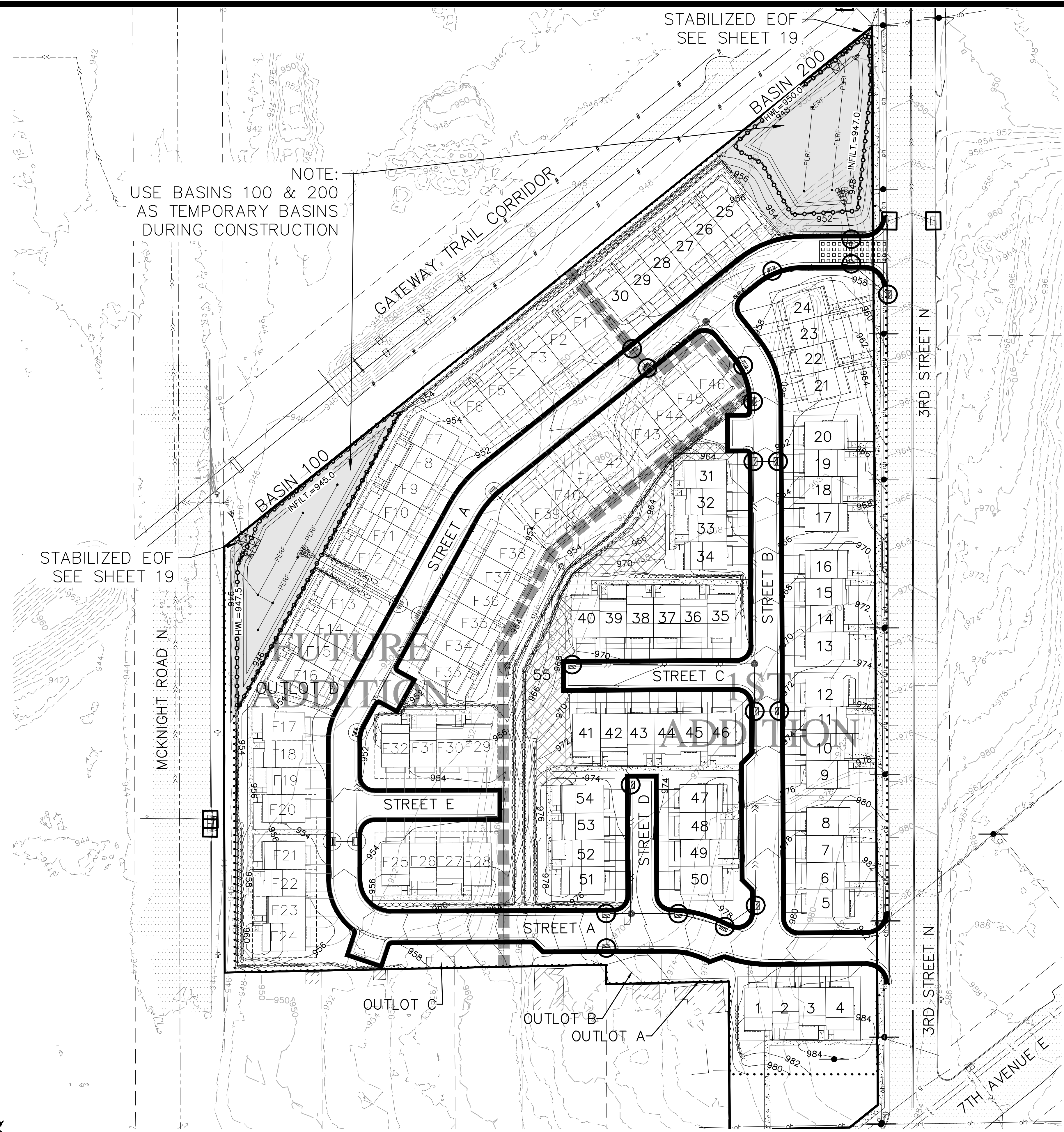
Date 11-05-2018
Designed NAP
Drawn NCR

GRADING PLAN

M/I HOMES
5354 PARKDALE DRIVE, SUITE 100
ST. LOUIS PARK, MINNESOTA 55416

McKNIGHT TOWNHOMES
NORTH SAINT PAUL, MN

13 OF 19



NOTE:
USE BASINS 100 & 200
AS TEMPORARY BASINS
DURING CONSTRUCTION

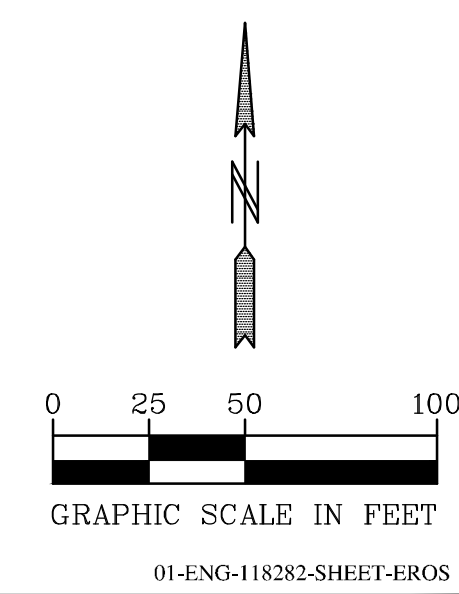
STABILIZED EOF
SEE SHEET 19

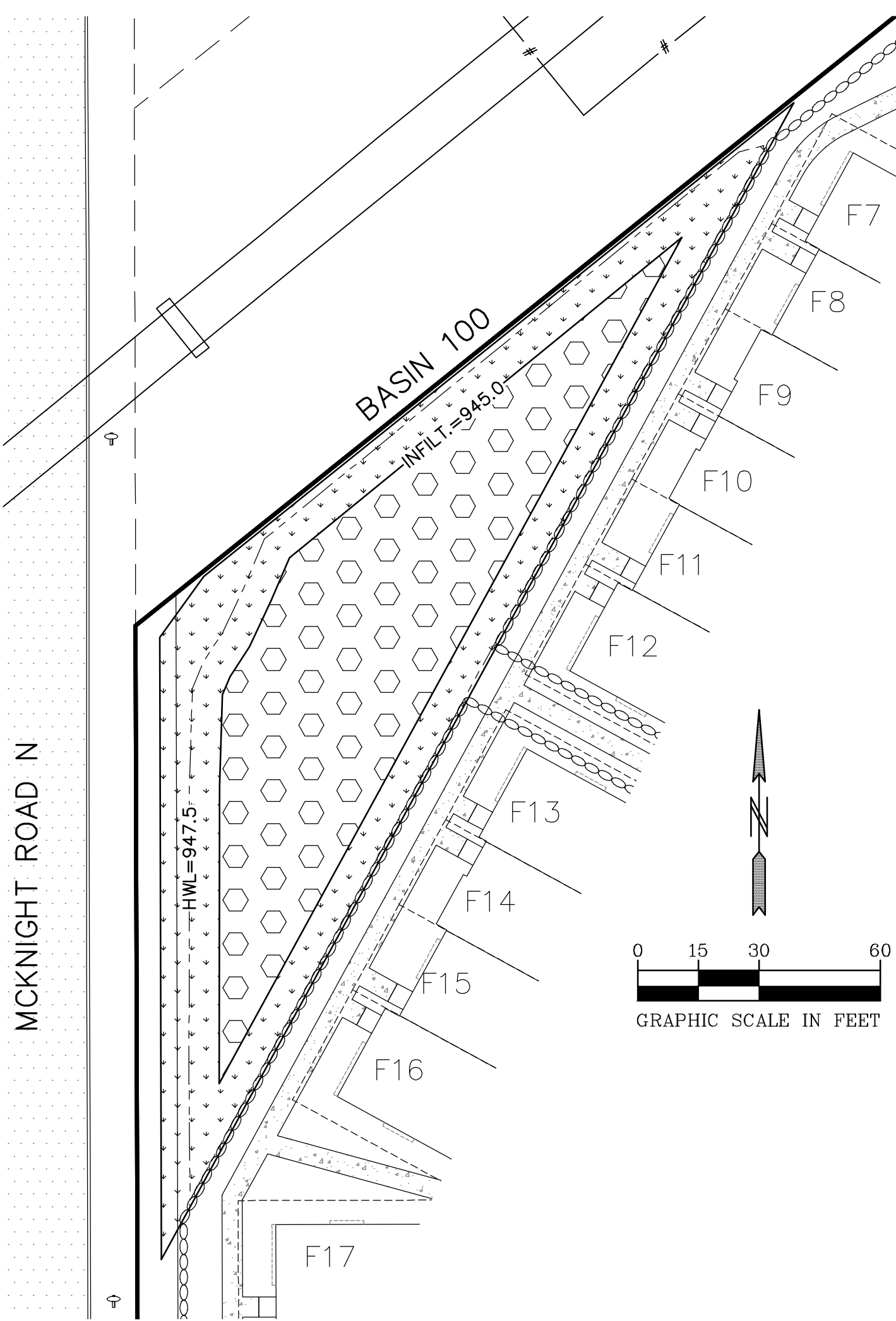
STABILIZED EOF
SEE SHEET 19

LEGEND

- ROCK CONSTRUCTION ENTRANCE
INSTALL BEFORE START OF GRADING
- PERIMETER EROSION CONTROL FENCE.
INSTALL BEFORE START OF GRADING
- SECONDARY EROSION CONTROL FENCE.
TO BE INSTALLED 48 HOURS AFTER
COMPLETION OF GRADING.
- EROSION CONTROL AT BACK OF CURB.
TO BE INSTALLED AFTER COMPLETION
OF SIDEWALK CONSTRUCTION.
- SUMPED RIP RAP PERMANENT ENERGY
DISSIPATER, INSTALL WITHIN 24 HOURS
AFTER CONNECTION TO A SURFACE WATER.
- STABILIZED EMERGENCY OVERFLOW
- MNDOT CAT 3 EROSION CONTROL BLANKET.
INSTALL WITHIN 7 DAYS OF GRADING
COMPLETION
- CATCH BASIN INLET PROTECTION
TO BE INSTALLED BEFORE GRADING
BEGINS.
- CATCH BASIN INLET PROTECTION
TO BE INSTALLED AFTER 1ST LIFT
OF BITUMINOUS.
- CATCH BASIN INLET PROTECTION
TO BE INSTALLED WITH CATCH
BASIN GRATE.
- STRAW BIO ROLLS. INSTALL WITHIN 7 DAYS
OF GRADING COMPLETION OR BEFORE 1ST
RAINFALL EVENT WHICHEVER IS FIRST
- ROCK DITCH CHECK. INSTALL WITHIN 7
DAYS OF GRADING COMPLETION OR BEFORE
1ST RAINFALL EVENT WHICHEVER IS FIRST
- MNDOT CAT 3 EROSION CONTROL BLANKET.
PLACED WITH FINAL SEEDING
SEE SHEET 15

- EROSION CONTROL NOTES:
- THE SPECIFIED EROSION/SEDIMENT CONTROL PRACTICES ARE THE MINIMUM. ADDITIONAL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.
 - NOTIFY NICOLE SODERHOLM, RAMSEY-WASHINGTON METRO WATERSHED DISTRICT, AT 651-792-7976 PRIOR TO BEGINNING ANY AND ALL CONSTRUCTION ACTIVITY FOR AN INTIAL SWPPP INSPECTION.





MAINTENANCE PLAN SCOPE

NATIVE SEEDED & SELECT PLANTED VEGETATIVE AREAS WITHIN THE FOLLOWING OUTLOTS WILL BE MANAGED FOR A PERIOD OF TWO YEARS:

- FILTRATION BASIN 100 & INFILTRATION BASIN 200

- VEGETATION WITHIN THE APPLICABLE AREAS WILL INCLUDE THE FOLLOWING COMPONENTS (REFER TO APPROVED PLANS FOR SEEDING TYPES & LOCATIONS):
- STORMWATER BASIN AREAS WILL BE SEEDED AS INDICATED DOWN TO THE BOTTOM OF THE BASIN WITH A STORMWATER SOUTH AND WEST SEED MIX (33–261) OR EQUAL, AS SHOWN ON APPROVED SEEDING PLAN.
 - THE BOTTOM OF BASIN WILL BE SEEDED WITH A WET PRAIRIE SEED MIX (34–262) OR EQUAL, AS SHOWN ON APPROVED SEEDING PLANS.
 - THE SEEDBED PREPARATION, SEED MIX APPLICATION RATES, AND SEEDING METHODS TO BE USED ARE DETAILED IN THIS DOCUMENT.
 - A TEMPORARY COVER CROP WILL BE USED TO STABILIZE SLOPES UNTIL NATIVE SPECIES ESTABLISH AND WILL BE INCORPORATED INTO THE NATIVE SEED MIX.
 - THE APPLICABLE SEEDING AREAS WILL BE ASSESSED DURING STANDARD MONITORING EVENTS FOR THE PRESENCE OF NOXIOUS WEEDS AND INVASIVE, NON–NATIVE SPECIES.
 - IF NOXIOUS WEEDS AND/OR INVASIVE, NON–NATIVE SPECIES ARE IDENTIFIED WITHIN DESIGNATED AREAS DURING THE THREE–YEAR MAINTENANCE PERIOD, REASONABLE EFFORTS WILL BE MADE TO CONTROL THESE SPECIES USING APPROPRIATELY TIMED HERBICIDE APPLICATIONS OR OTHER METHODS. THE FOLLOWING STEPS WILL BE CONSIDERED FOR TREATMENT OF NON–NATIVE SPECIES DURING THE FIRST THREE YEARS AFTER SEEDING, WITH THE GOAL OF DEVELOPING A PLANT COMMUNITY FREE OF NON–NATIVE OR INVASIVE SPECIES.

YEAR 1 MAINTENANCE

- THE SEEDED AREAS SHALL BE MOWED AT A HEIGHT OF 4 TO 6 INCHES A MINIMUM OF TWO TIMES DURING THE FIRST GROWING SEASON BEFORE SEPTEMBER 30.
- INVASIVE AND NON–NATIVE SPECIES IN THE APPLICABLE AREAS SHALL BE SPOT SPRAYED AT LEAST TWICE ANNUALLY AT TIMES THAT ARE MOST EFFECTIVE GIVEN THE PROBLEM SPECIES.
- ALL STANDS OF REED CANARY GRASS IN THE APPLICABLE AREAS SHALL BE TREATED WITH RODEO OR ROUNDUP HERBICIDE IN LATE OCTOBER AND AGAIN EARLY THE FOLLOWING SPRING BEFORE DESIRABLE SPECIES EMERGE.
- ALL HERBICIDE TREATMENTS SHALL BE APPLIED ACCORDING TO LABEL INSTRUCTIONS.
- LANDSCAPE PLANTINGS SHALL BE MONITORED FOR CORRECT PLANTING INSTALLATION, GROWTH VIGOR AND PROPER ESTABLISHMENT. REPLACE ANY DEAD MATERIALS AS PROVIDED BY SPECIFIED WARRANTY PROVISIONS. CORRECT ANY LEANING OR TIPPED PLANT MATERIALS AS NECESSARY.
- LANDSCAPE PLANTINGS AND MULCH BEDS SHALL BE MONITORED AGAINST WEED INFESTATION & MULCH DISPLACEMENT. ADDITIONAL MULCH MAY BE REQUIRED TO MAINTAIN SPECIFIED SETTLED DEPTH OF MULCH BEDS.
- IRRIGATED LANDSCAPE PLANTINGS (IF ANY) SHALL BE MONITORED TO ENSURE THE CORRECT OPERATION AND SUPPLY OF WATER IS BEING PROVIDED. REFER TO IRRIGATION MAINTENANCE SCHEDULE FOR IRRIGATION RELATED OPERATIONS.

YEAR 2 MAINTENANCE

- ANY AREA OF BARE GROUND OR DEAD VEGETATION OF MORE THAN 10 SQUARE FEET SHALL BE RESEED.
- AREAS OF REED CANARY GRASS SHALL BE TREATED WITH HERBICIDE EARLY IN SPRING PRIOR TO THE EMERGENCE OF DESIRABLE SPECIES.
- THE SEEDED AREAS SHALL BE MOWED TO A HEIGHT OF 6 TO 8 INCHES BETWEEN JUNE 1 AND JULY 15 TO ALLOW FOR LIGHT PENETRATION TO SEEDED SPECIES AND PREVENT SEED SET ON WEEDY SPECIES.
- OTHER INVASIVE AND NON–NATIVE SPECIES SHALL BE SPOT SPRAYED AT LEAST TWICE ANNUALLY AT TIMES THAT ARE MOST EFFECTIVE FOR PROBLEM SPECIES.
- ALL STANDS OF REED CANARY GRASS SHALL BE TREATED WITH RODEO OR ROUNDUP HERBICIDE IN LATE OCTOBER.
- ALL HERBICIDE TREATMENTS SHALL BE APPLIED ACCORDING TO LABEL INSTRUCTIONS.
- LANDSCAPE PLANTINGS SHALL BE MONITORED FOR GROWTH VIGOR AND PROPER ESTABLISHMENT, AND AGAINST LEANING OR TIPPING. REPLACE ANY DEAD MATERIALS AS PROVIDED BY SPECIFIED WARRANTY PROVISIONS. CORRECT ANY LEANING OR TIPPED PLANT MATERIALS AS NECESSARY.
- LANDSCAPE PLANTINGS AND MULCH BEDS SHALL BE MONITORED AGAINST WEED INFESTATION & MULCH DISPLACEMENT. ADDITIONAL MULCH MAY BE REQUIRED TO MAINTAIN SPECIFIED SETTLED DEPTH OF MULCH BEDS.
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YEAR 3 MAINTENANCE

- ANY AREAS OF BARE GROUND OR DEAD VEGETATION OF MORE THAN 10 SQUARE FEET SHALL BE RESEED.
- SPOT SPRAY PERENNIAL WEEDS AS NECESSARY.
- ANY PATCHES OF PROBLEM SPECIES THAT REPRESENT MORE THAN 10% COVER OF RESTORED BUFFER AREAS SHOULD BE SPOT MOWED TO PREVENT SEED SET AND TREATED WITH HERBICIDE AT AN APPROPRIATE TIME.
- A CONTROLLED BURN (IF POSSIBLE AND DETERMINED APPLICABLE), PARTICULARLY IN UPLAND AREAS, SHOULD BE CONDUCTED ONCE IN THE THIRD YEAR.
- LANDSCAPE PLANTINGS SHALL BE MONITORED FOR GROWTH VIGOR AND PROPER ESTABLISHMENT, AND AGAINST LEANING OR TIPPING. REPLACE ANY DEAD MATERIALS AS PROVIDED BY SPECIFIED WARRANTY PROVISIONS. CORRECT ANY LEANING OR TIPPED PLANT MATERIALS AS NECESSARY.
- LANDSCAPE PLANTINGS AND MULCH BEDS SHALL BE MONITORED AGAINST WEED INFESTATION & MULCH DISPLACEMENT. ADDITIONAL MULCH MAY BE REQUIRED TO MAINTAIN SPECIFIED SETTLED DEPTH OF MULCH BEDS.
- IRRIGATED LANDSCAPE PLANTINGS (IF ANY) SHALL BE MONITORED TO ENSURE THE CORRECT OPERATION AND SUPPLY OF WATER IS BEING PROVIDED. REFER TO IRRIGATION MAINTENANCE SCHEDULE FOR IRRIGATION RELATED OPERATIONS.

NATIVE SEEDING SPECIFICATION:

- SEED MIXTURE SUPPLIERS AND APPROVAL
- SEED MIXES SHALL BE ACQUIRED FROM MINNESOTA NATIVE LANDSCAPES OR SIMILAR DISTRIBUTOR.
 - THE CONTRACTOR SHALL SUBMIT SEED TAGS AND WRITTEN CERTIFICATION OF NATIVE SEED MIX CONTENTS AND SUPPLIERS FOR APPROVAL BY THE CITY PRIOR TO INSTALLATION.

SEEDBED PREPARATION

- PRIOR TO SEEDING, THE CONTRACTOR SHALL KILL AND PLOW OR DISC VEGETATION THAT COVERS THE GROUND IN THE AREA TO BE SEEDED.
- THE SEEDBED SHALL BE PREPARED BY LOOSENING TOPSOIL TO A MINIMUM DEPTH OF 3 INCHES.
- THE CONTRACTOR SHALL CONTACT THE CITY AND PROJECT LANDSCAPE ARCHITECT PRIOR TO SEEDING AND THE CITY AND PROJECT LANDSCAPE ARCHITECT MUST BE PRESENT AT THE START OF SEEDING.
- SEEDING SHALL NOT BE CONDUCTED BETWEEN JULY 10 AND AUGUST 20.

SEED MIXTURES AND RATES

- THE CONTRACTOR SHALL SEED STATE SEED MIX 34–262 (WET PRAIRIE SEED MIX) ON SOILS AT THE BOTTOM OF THE BASIN AND STATE SEED MIX 33–261 (STORMWATER SOUTH AND WEST) ON SOILS ABOVE THE BOTTOM OF THE BASIN.
- SEED MIXES SHALL BE INSTALLED AT THE RATES SPECIFIED BELOW:

MIX	LBS. PURE LIVE SEED /ACRE
34–262	14.5
33–261	35.0

- SUBSTITUTIONS OF SIMILAR SPECIES OR MIXES MUST BE APPROVED BY THE CITY AND PROJECT LANDSCAPE ARCHITECT.

SEEDING METHODS

- SEED MIXES SHALL BE INSTALLED IN ACCORDANCE WITH:
 - RESTORING & MANAGING NATIVE WETLAND & UPLAND VEGETATION (JACOBSON, 2006, MINNESOTA BOARD OF WATER & SOIL RESOURCES (BWSR) AND MINNESOTA DEPARTMENT OF TRANSPORTATION [SEE <http://www.bwsr.state.mn.us/wetlands/publications/nativewetveg.pdf>])
 - 2014 SEEDING MANUAL (MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF ENVIRONMENTAL STEWARDSHIP, 2014 [SEE <http://www.dot.state.mn.us/environment/erosion/pdf/seedingmanual.pdf>])
 - STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2014 EDITION (MINNESOTA DEPARTMENT OF TRANSPORTATION, 2014)
- SEED MIXES SHALL BE BROADCAST EVENLY OVER THE SEEDBED BY HAND OR BY USE OF A MECHANICAL "CYCLONE" SEEDER, OR SEEDED WITH A NATIVE GRASS DRILL AS SITE ALLOWS.
- AREAS SEEDED SHALL BE FIRMED WITH A ROLLING–TYPE PACKER WITHIN TWO DAYS AFTER SEEDING.
- SEEDED AREAS SHALL BE MULCHED WITH MN/DOT TYPE 3 (MCIA CERTIFIED WEED FREE GRAIN STRAW) MULCH AT A RATE OF 2 TONS PER ACRE AND THE MULCH SHALL BE ANCHORED WITH A DISC OR TACKIFIER.

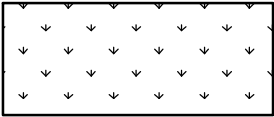
- TEMPORARY SEED SHALL BE DONE IN ACCORDANCE TO MNDOT 2575 & 3876; CONSISTING OF:
- MAY 1 – AUGUST 1: MINNESOTA STATE SEED MIXTURE 21–111 (OATS COVER CROP) @ 100.0 LBS. PER ACRE OR APPROVED EQUAL.
 - AUGUST 1 – OCTOBER 1: MINNESOTA STATE SEED MIXTURE 21–112 (WINTER WHEAT COVER CROP) @ 100.0 LBS. PER ACRE OR APPROVED EQUAL.
 - MULCH SHALL BE MNDOT 3882, TYPE 1 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.
 - MNDOT 3881, TYPE 1 COMMERCIAL FERTILIZER, 10–10–20 @ 200 LBS. PER ACRE

PERMANENT TURF RESTORATION SHALL BE DONE IN ACCORDANCE WITH MNDOT 2575 & 3876 CONSISTING OF:

- MINNESOTA STATE SEED MIXTURE 25–121 (SANDY GENERAL ROADSIDE) AT 61.0 POUNDS PER ACRE.
- MULCH SHALL BE MNDOT 3882, TYPE 1 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.
- MNDOT 3881, TYPE 3 SLOW–RELEASE FERTILIZER, 22–5–10, MINIMUM 70% WATER–INSOLUBLE NITROGEN @ 350 LBS PER ACRE.

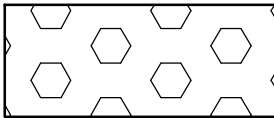
OPEN SPACE AREA SEEDING SHALL BE DONE IN ACCORDANCE TO MNDOT 2575 & 3876; CONSISTING OF:

- MINNESOTA STATE SEED MIXTURE 35–241 (MESIC PRAIRIE GENERAL) AT 36.5 POUNDS PER ACRE.
- MULCH SHALL BE MNDOT 3882, TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL.
- MNDOT 3881, TYPE 4 NATURAL–BASED FERTILIZER, 18–1–8 @ 120 POUNDS PER ACRE OR 17–10–7 @ 150 POUNDS PER ACRE.



ABOVE (IN)FILTRATION AREA

33-261	Stormwater South & West				
Common Name	Scientific Name	Rate (lb/ac)	Rate (kg/ha)	% of Mix (by weight)	Seeds/ sq ft
big bluestem	<i>Andropogon gerardii</i>	2.00	2.24	5.72%	7.35
fringed brome	<i>Bromus ciliatus</i>	2.00	2.24	5.73%	8.10
Virginia wild rye	<i>Elymus virginicus</i>	1.50	1.68	4.28%	2.31
fowl bluegrass	<i>Poa palustris</i>	1.06	1.19	3.03%	50.70
slender wheatgrass	<i>Elymus trachycaulus</i>	1.00	1.12	2.85%	2.53
switchgrass	<i>Panicum virgatum</i>	0.38	0.43	1.07%	1.93
prairie cordgrass	<i>Spartina pectinata</i>	0.38	0.43	1.07%	0.91
Indian grass	<i>Sorghastrum nutans</i>	0.12	0.13	0.36%	0.55
	<i>Calamagrostis canadensis</i>	0.06	0.07	0.18%	6.40
bluejoint	Grasses Subtotal	8.50	9.53	24.29%	80.78
awl-fruited sedge	<i>Carex stipata</i>	0.25	0.28	0.71%	3.10
dark green bulrush	<i>Scirpus atrovirens</i>	0.19	0.21	0.54%	31.70
woolgrass	<i>Scirpus cyperinus</i>	0.06	0.07	0.18%	39.00
	Sedges & Rushes Subtotal	0.50	0.56	1.43%	73.80
golden alexanders	<i>Zizia aurea</i>	0.20	0.22	0.56%	0.79
autumn sneezeweed	<i>Helenium autumnale</i>	0.13	0.15	0.36%	5.97
marsh milkweed	<i>Asclepias incarnata</i>	0.11	0.12	0.32%	0.20
leafy beggarticks	<i>Bidens frondosa</i>	0.11	0.12	0.31%	0.20
Canada anemone	<i>Anemone canadensis</i>	0.07	0.08	0.19%	0.20
obedient plant	<i>Physostegia virginiana</i>	0.07	0.08	0.21%	0.30
tall coneflower	<i>Rudbeckia laciniata</i>	0.07	0.08	0.21%	0.37
	<i>Symphyotrichum novae-angliae</i>	0.07	0.08	0.19%	1.56
New England aster	<i>Doellingeria umbellata</i>	0.06	0.07	0.17%	1.50
flat-topped aster	<i>Eutrochium maculatum</i>	0.06	0.07	0.18%	2.19
spotted Joe pye weed	<i>Verbena hastata</i>	0.05	0.06	0.15%	1.85
blue vervain	Forbs Subtotal	1.00	1.12	2.85%	15.13
	<i>Avena sativa</i>	25.00	28.02	71.43%	11.14
Oats	Cover Crop Subtotal	25.00	28.02	71.43%	11.14
	Total	35.00	39.23	100.00%	180.85
Purpose:	Stormwater pond edges, temporarily flooded dry ponds, and temporarily flooded ditch bottoms.				
Planting Area:	Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. Mn/DOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8.				



(IN)FILTRATION AREA

34-262	Wet Prairie				
Common Name	Scientific Name	Rate (lb/ac)	Rate (kg/ha)	% of Mix (by weight)	Seeds/ sq ft
Virginia wild rye	<i>Elymus virginicus</i>	1.75	1.96	12.07%	2.70
fringed brome	<i>Bromus ciliatus</i>	1.50	1.68	10.38%	6.08
big bluestem	<i>Andropogon gerardii</i>	1.00	1.12	6.89%	3.67
switchgrass	<i>Panicum virgatum</i>	0.75	0.84	5.16%	3.85
Indian grass	<i>Sorghastrum nutans</i>	0.50	0.56	3.44%	2.20
prairie cordgrass	<i>Spartina pectinata</i>	0.50	0.56	3.41%	1.20
fowl bluegrass	<i>Poa palustris</i>	0.20	0.22	1.39%	9.60
tall manna grass	<i>Glyceria grandis</i>	0.15	0.17	1.02%	3.80
fowl manna grass	<i>Glyceria striata</i>	0.11	0.12	0.73%	3.50
bluejoint	<i>Calamagrostis canadensis</i>	0.04	0.04	0.27%	4.00
	Grasses Subtotal	6.50	7.29	44.76%	40.60
fox sedge	<i>Carex vulpinoidea</i>	0.10	0.11	0.66%	3.50
dark green bulrush	<i>Scirpus atrovirens</i>	0.10	0.11	0.72%	17.74
Broad-leaved Woolly Sedge	<i>Carex pellita</i>	0.05	0.06	0.32%	0.47
woolgrass	<i>Scirpus cyperinus</i>	0.03	0.03	0.18%	16.00
tussock sedge	<i>Carex stricta</i>	0.02	0.02	0.17%	0.48
	Sedges & Rushes Subtotal	0.30	0.34	2.05%	38.19
Canada tick trefoil	<i>Desmodium canadense</i>	0.50	0.56	3.41%	1.00
golden alexanders	<i>Zizia aurea</i>	0.25	0.28	1.76%	1.03
blue vervain	<i>Verbena hastata</i>	0.15	0.17	1.06%	5.25
marsh milkweed	<i>Asclepias incarnata</i>	0.08	0.09	0.55%	0.14
Virginia mountain mint	<i>Pycnanthemum virginianum</i>	0.08	0.09	0.55%	6.50
	<i>Symphyotrichum puniceum</i>	0.08	0.09	0.56%	2.40
red-stemmed aster	<i>Doellingeria umbellata</i>	0.05	0.06	0.34%	1.20
flat-topped aster	<i>Helenium autumnale</i>	0.05	0.06	0.35%	2.39
autumn sneezeweed	<i>Helianthus grosseserratus</i>	0.05	0.06	0.38%	0.30
sawtooth sunflower	<i>Eutrochium maculatum</i>	0.04	0.04	0.30%	1.50
spotted Joe pye weed	<i>Anemone canadensis</i>	0.03	0.03	0.21%	0.09
Canada anemone	<i>Eupatorium perfoliatum</i>	0.03	0.03	0.23%	2.00
common boneset	<i>Vernonia fasciculata</i>	0.03	0.03	0.23%	0.30
bunched ironweed	<i>Euthamia graminifolia</i>	0.02	0.02	0.11%	2.00
grass-leaved goldenrod	<i>Liatris pycnostachya</i>	0.02	0.02	0.17%	0.10
great blazing star	<i>Veronicastrum virginicum</i>	0.02	0.02	0.14%	6.00
Culver's root	<i>Lobelia siphilitica</i>	0.01	0.01	0.05%	1.40
great lobelia	<i>Mimulus ringens</i>	0.01	0.01	0.05%	6.40
blue monkey flower	Forbs Subtotal	1.50	1.68	10.45%	40.00
Oats	<i>Avena sativa</i>	6.20	6.95	42.74%	2.76
	Cover Crop Subtotal	6.20	6.95	42.74%	2.76
	Total	14.50	16.25	100.00%	121.55
Purpose:	Wet prairie reconstruction for wetland mitigation or ecological restoration.				
Planting Area:	Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. Mn/DOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8.				

GENERAL NOTES

1. THE STORM WATER POLLUTION PREVENTION MANAGER SHALL BE A PERSON TRAINED, KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMPs WHO WILL OVER SEE THE IMPLEMENTATION OF THE SWPPP AND THE INSTALLATION, INSPECTION AND MAINTENANCE OF THE EROSION PREVENTION AND SEDIMENT CONTROL BMPs BEFORE AND DURING CONSTRUCTION.
2. CONTRACTOR TO ADHERE TO ALL REQUIREMENTS OF THE MINNESOTA POLLUTION CONTROL AGENCY N.P.D.E.S. PERMIT, INCLUDING THE REQUIREMENT TO MINIMIZE THE AREA DISTURBED BY GRADING AT ANY GIVEN TIME AND TO COMPLETE TURF RESTORATION WITHIN THE TIME REQUIRED BY THE PERMIT AFTER TEMPORARY CEASING GRADING OR COMPLETION OF GRADING.
3. A COPY OF THESE PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
4. BMP'S REFER TO EROSION AND SEDIMENT CONTROL PRACTICES DEFINED IN THE MPCA PROTECTING WATER QUALITY IN URBAN AREAS AND THE MINNESOTA CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL PLANNING HANDBOOK.
5. ALL EROSION AND SEDIMENT CONTROL FACILITIES (BMP'S) SHALL BE INSTALLED AND IN OPERATION PRIOR TO LAND DISTURBANCE ACTIVITIES. SOME EROSION CONTROLS SUCH AS CHECK DAMS AND TEMPORARY SILT PONDS MAY BE INSTALLED AS GRADING OCCURS IN THE SPECIFIC AREA. THEY SHALL BE MAINTAINED UNTIL CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR EROSION HAS PASSED.
6. THE BMP'S SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND UNEXPECTED OR SEASONAL CONDITIONS DICTATE, THE PERMITTEE SHALL ANTICIPATE THAT MORE BMP'S WILL BE NECESSARY TO ENSURE EROSION AND SEDIMENT CONTROL ON THE SITE. DURING THE COURSE OF CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE PERMITTEE TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY CONSTRUCTION ACTIVITIES AND/OR CLIMATIC EVENTS AND TO PROVIDE ADDITIONAL BMP'S OVER AND ABOVE THE MINIMUM REQUIREMENTS SHOWN ON THE PLANS THAT MAY BE NEEDED TO PROVIDE EFFECTIVE PROTECTION OF WATER AND SOIL RESOURCES.
7. ALL TREES NOT LISTED FOR REMOVAL SHALL BE PROTECTED. DO NOT OPERATE EQUIPMENT WITHIN THE DRIP LINE, ROOT ZONES OR WITHIN TREE PROTECTION FENCE AREAS.
8. WHEREVER POSSIBLE, PRESERVE THE EXISTING TREES, GRASS AND OTHER VEGETATIVE COVER TO HELP FILTER RUNOFF.
9. OPERATE TRACK EQUIPMENT (DOZER) UP AND DOWN EXPOSED SOIL SLOPES ON FINAL PASS, LEAVING TRACK GROOVES PERPENDICULAR TO THE SLOPE. DO NOT BACK- BLADE. LEAVE A SURFACE ROUGH TO MINIMIZE EROSION.
10. TEMPORARY SEED SHALL BE DONE IN ACCORDANCE TO MNDOT 2575 & 3876. CONSISTING OF:
 - MN SEED MIX 22-111 @ 40 LBS. PER ACRE OR APPROVED EQUAL.
 - MULCH SHALL BE MNDOT TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.
 - TYPE 1 FERTILIZER, 10-10-20 @ 200 LBS. PER ACRE
10. PERMANENT TURF RESTORATION SHALL BE DONE IN ACCORDANCE WITH MNDOT 2575 & 3876. CONSISTING OF:
 - MN SEED MIX 25-121 AT 75 POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED. MULCH AT 90 % COVERAGE WITH DISC ANCHOR.
 - TYPE 3 FERTILIZER, 22-5-10 80%W.N @ 350 LBS PER ACRE.
11. SLOPES AT 3:1 OR STEEPER, AND/OR WHERE INDICATED ON THE PLANS SHALL BE SEEDED AND HAVE AN EROSION CONTROL BLANKET TYPE 3 INSTALLED OR MAY BE HYDROSEEDED WITH TACKIFIER MULCH.
12. THE CONTRACTOR SHALL REMOVE ALL SOILS AND SEDIMENT TRACKED ONTO EXISTING STREETS AND PAVED AREAS.
13. IF BLOWING DUST BECOMES A NUISANCE. THE CONTRACTOR SHALL APPLY WATER FROM A TANK TRUCK TO ALL CONSTRUCTION AREAS.
14. WITHIN 7 DAYS OF COMPLETION OF THE SITE GRADING OPERATIONS THE ENTIRE SITE (EXCEPT ROADWAYS) SHALL HAVE BEEN SEEDD AND MULCHED AND SILT FENCE SHALL INSTALLED AROUND ALL PONDS.
15. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROPERLY DISPOSED OF WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
16. THE MINIMIZATION OF SOIL COMPACTION MUST BE USED ON AREAS OUTSIDE OF SPECIFIC COMPACTION REQUIRED AREAS. THESE PRACTICES INCLUDE: PREVENTING HEAVY EQUIPMENT TRAFFIC AND CONSTRUCTION TRAFFIC FROM AREAS. USING PRACTICES TO PREVENT CONCENTRATED FLOW OCCURRING OVER THE SOIL. PROVIDE LIGHT TRACKED EQUIPMENT TO CONSTRUCT AREA TO FINAL GRADE. THE AREAS REQUIRING LOOSE SOIL INCLUDE ALL TOPSOIL PLACEMENT AND INFILTRATION/FILTRATION BASINS.
17. THE PROPOSED SITE DOES NOT CONTAIN ANY WETLAND IMPACTS.

CONSTRUCTION ACTIVITY REQUIREMENTS

A. EROSION PREVENTION PRACTICES

1. THE CONTRACTOR SHALL IMPLEMENT CONSTRUCTION PHASING, VEGETATIVE BUFFER STRIPS, HORIZONTAL SLOPE GRADING, AND OTHER CONSTRUCTION PRACTICES THAT MINIMIZE EROSION. THE LOCATION OF AREAS NOT TO BE DISTURBED MUST BE DELINEATED (E.G. WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC.) ON THE DEVELOPMENT SITE BEFORE WORK BEGINS.
 2. TEMPORARY STABILIZATION MUST BE INITIATED IMMEDIATELY WHENEVER ANY CONSTRUCTION ACTIVITY HAS PERMANENTLY OR TEMPORARILY CEASED ON ANY PORTION IF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 7 OR 14 CALENDAR DAYS. STABILIZATION MUST BE COMPLETED NO LATER THAN 7 OR 14 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED.
 3. ALL EXPOSED SOIL AREAS WITHIN 200 FEET OF A SURFACE WATER OR ANY STORMWATER CONVEYANCE SYSTEM WHICH IS CONNECTED TO A SURFACE WATER MUST BE STABILIZED WITHIN 7 DAYS. THESE AREAS INCLUDE POND SIDE SLOPES, EXPOSED SOIL AREAS WITH A POSITIVE SLOPE TO A CURB AND GUTTER SYSTEM, STORM SEWER INLET, DRAINAGE DITCH, OR OTHER SYSTEM THAT DISCHARGES TO A SURFACE WATER.
 4. THE NORMAL WETTED PERIMETER OF ANY DRAINAGE DITCH MUST BE STABILIZED WITHIN 200 LINEAL FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE TO ANY SURFACE WATER (WITHIN 24 HOURS OF CONNECTING TO A SURFACE WATER).
 5. PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS OF CONNECTION TO A SURFACE WATER.
- B. SEDIMENT CONTROL PRACTICES
1. SEDIMENT CONTROL PRACTICES MUST MINIMIZE SEDIMENT ENTERING SURFACE WATERS. DITCHES AND SEDIMENT BASINS REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS. IF DOWN GRADE SYSTEM IS OVERLOADED, ADDITIONAL UPGRADE PRACTICES MUST BE INSTALLED, AND THE SWPPP MUST BE AMENDED. THERE SHALL BE NO UNBROKEN SLOPE LENGTH OF GREATER THAN 75 FEET FOR SLOPES WITH A GRADE OF 3:1 OR STEEPER. SLOPES MAY BE BROKEN WITH SILT FENCE, ROCK CHECK DAMS, COMPOST SNAKES, OR OTHER APPROVED METHODS AND/OR AS SHOWN ON THE EROSION CONTROL PLAN.
 2. SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED ON DOWNGRADE PERIMETERS BEFORE UPGRADE LAND DISTURBING ACTIVITIES BEGIN.
 3. THE TIMING OF SEDIMENT CONTROL PRACTICES MAY BE ADJUSTED TO ACCOMMODATE SHORT TERM ACTIVITIES. HOWEVER, THESE PRACTICES MUST BE INSTALLED BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE ACTIVITY IS NOT COMPLETE.
 4. CONTRACTOR MUST PROTECT ALL STORM DRAIN INLETS BY APPROPRIATE BMP'S DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED.
 5. TEMPORARY STOCKPILES MUST HAVE SILT FENCE AROUND THE PERIMETER OF THE BASE OF THE STOCKPILE AND CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORM WATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS OR DITCHES.
 6. CONTRACTOR MUST INSTALL TEMPORARY (OR PERMANENT) SEDIMENTATION BASINS WHERE TEN OR MORE ACRES OF DISTURBED SOIL DRAIN TO A COMMON LOCATION AND/OR AS SHOWN ON THE EROSION CONTROL PLAN.

C. DEWATERING AND SURFACE DRAINAGE

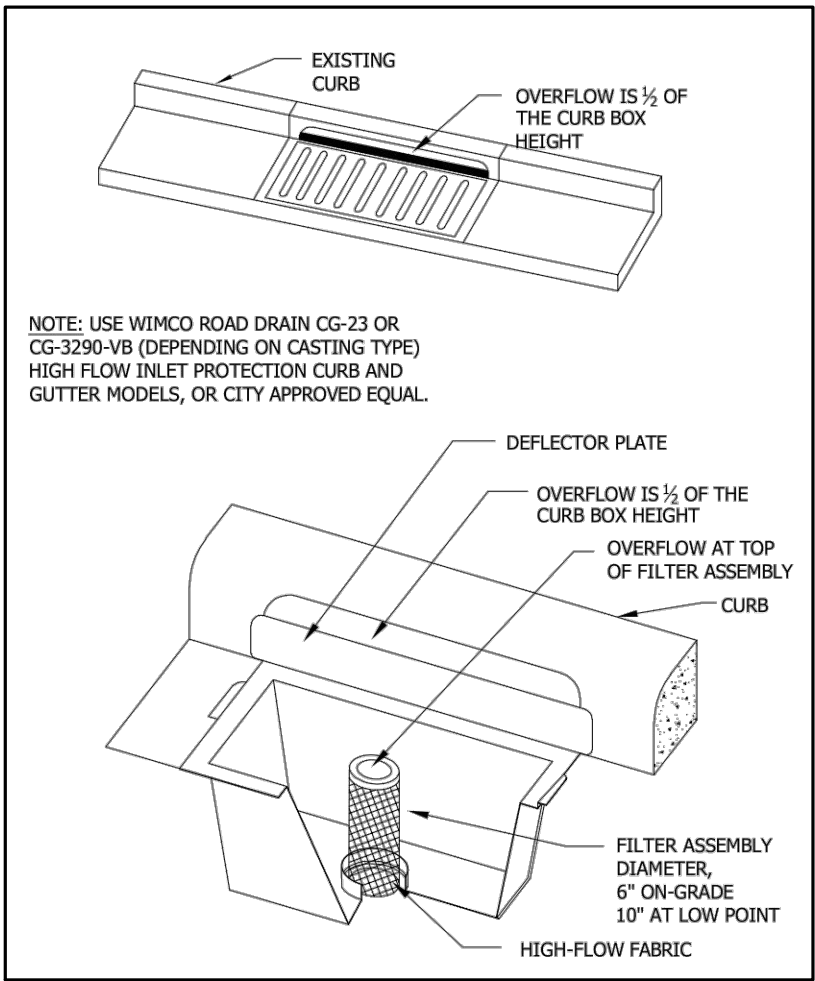
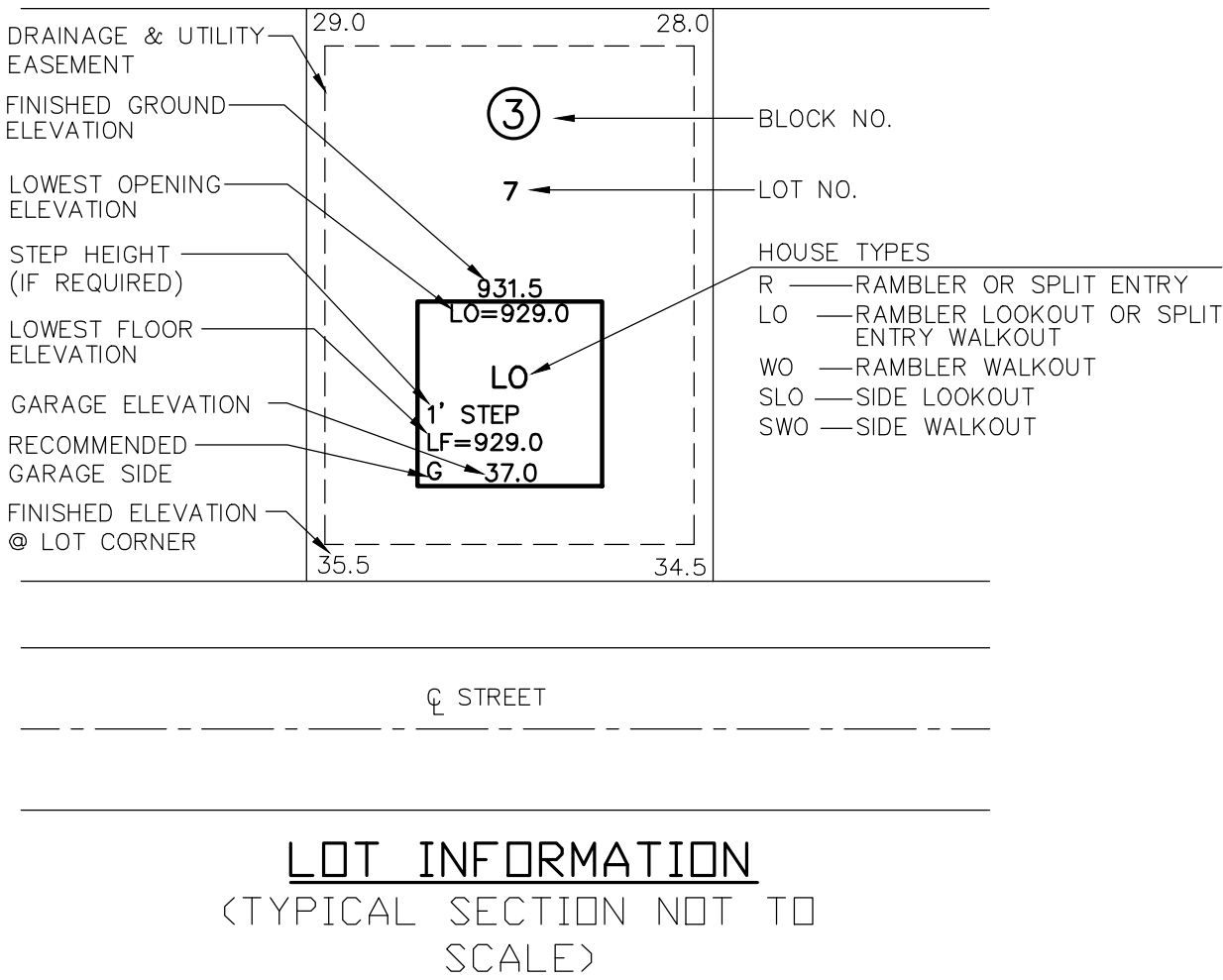
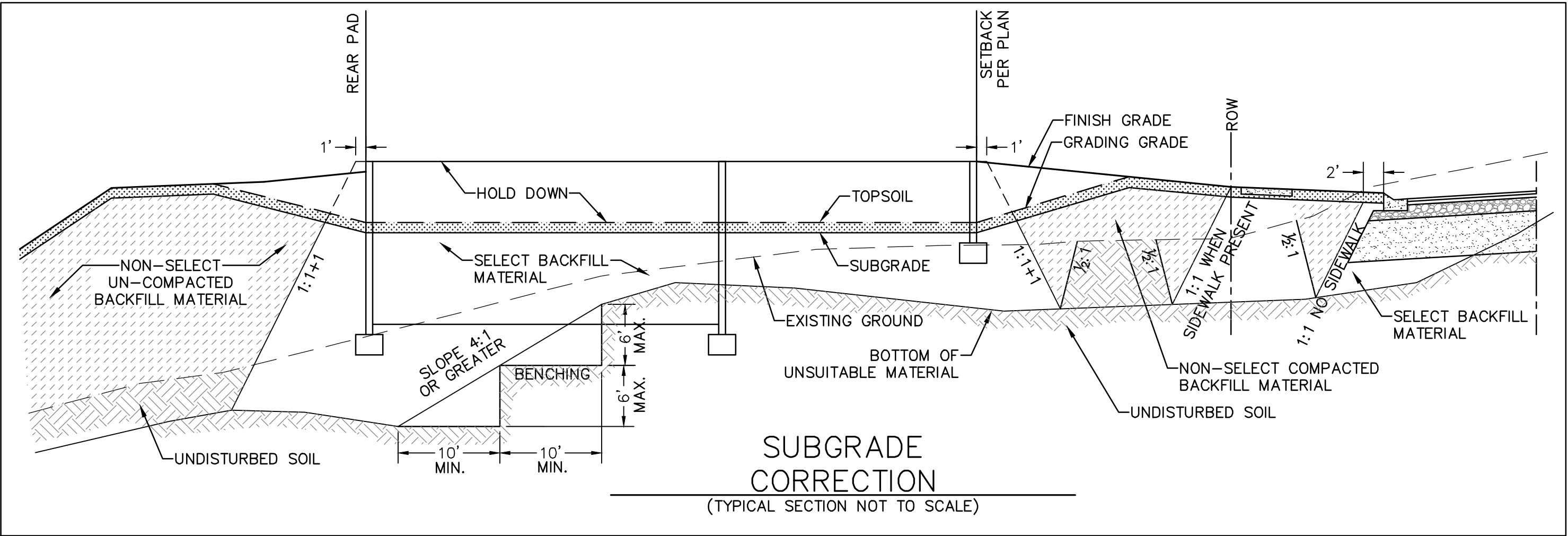
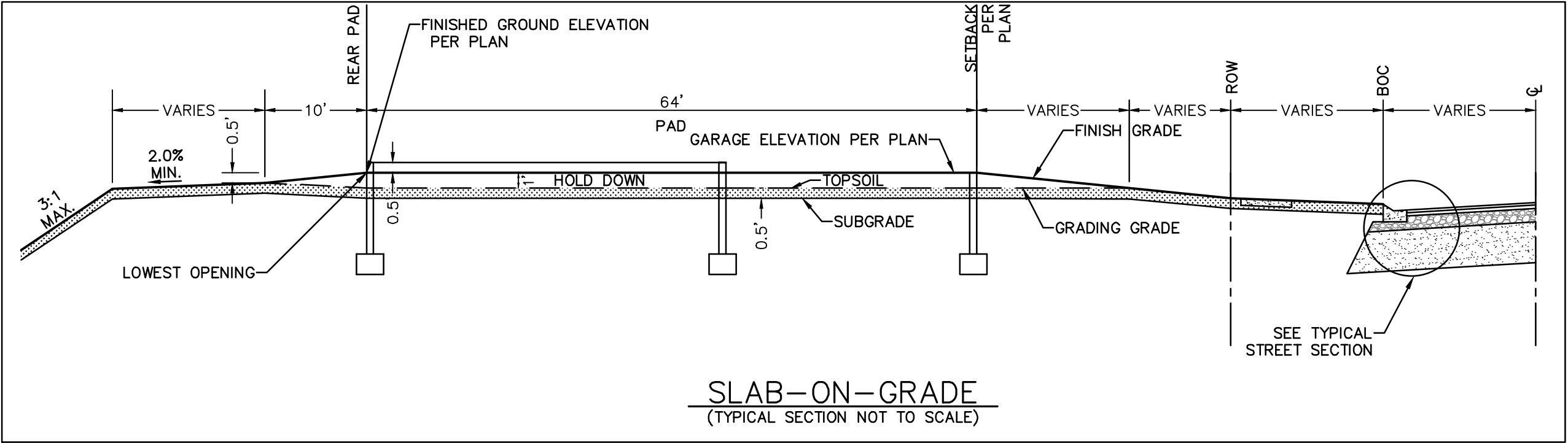
1. DEWATERING OR ANY TYPE OF SURFACE DRAINAGE THAT MAY HAVE TURBID OR SEDIMENT LADEN DISCHARGE WATER MUST BE DISCHARGED TO AN APPROVED SEDIMENT BASIN ON THE PROJECT SITE WHENEVER POSSIBLE. IF THE WATER CANNOT BE DISCHARGED TO A BASIN PRIOR TO ENTERING THE SURFACE WATER, IT MUST BE TREATED WITH THE APPROPRIATE BMP'S SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE RECEIVING WATER OR DOWNSTREAM LANDOWNERS. THE CONTRACTOR MUST ENSURE THAT DISCHARGE POINTS ARE ADEQUATELY PROTECTED FROM EROSION AND SCOUR. THE DISCHARGE MUST BE DISPERSED OVER NATURAL ROCK RIP RAP, SAND BAGS, PLASTIC SHEETING, OR OTHER ACCEPTED ENERGY DISSIPATION MEASURES.
2. ALL WATER FROM DEWATERING MUST BE DISCHARGED IN A MANNER THAT DOES NOT CAUSE NUISANCE CONDITIONS, EROSION, OR INUNDATION OF WETLANDS CAUSING SIGNIFICANT ADVERSE IMPACT TO THE WETLAND.

D. INSPECTIONS AND MAINTENANCE

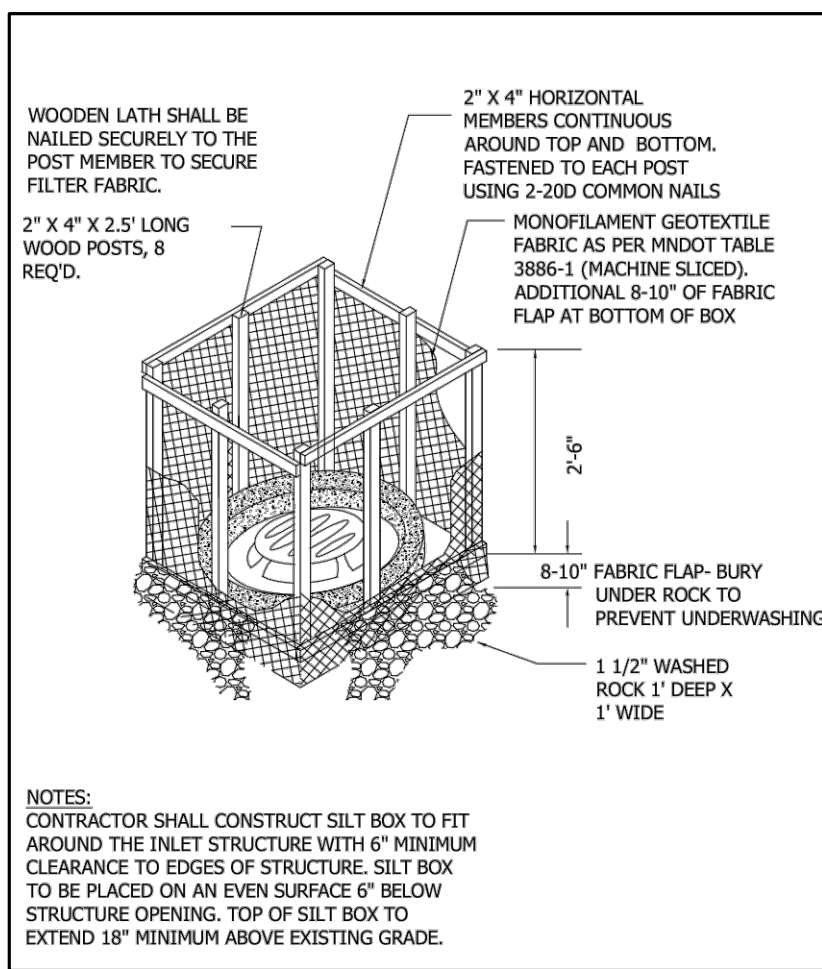
1. THE CONTRACTOR MUST APPOINT SOMEONE TO INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF GREATER THAN 0.5 INCHES IN 24 HOURS. ALL INSPECTIONS MUST BE RECORDED IN WRITING AND RETAINED PER M.P.C.A. N.P.D.E.S. REQUIREMENTS. (NOTE: LOCAL JURISDICTION MAY REQUIRE A MORE FREQUENT INTERVAL OF INSPECTION.)
2. ALL NONFUNCTIONAL BMPs MUST BE REPAIRED, REPLACED OR SUPPLEMENTS WITH FUNCTIONAL BMPs BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS UNLESS ANOTHER TIME FRAME IS SPECIFIED. (SEE MPCA NPDES PERMIT IV.E.5.)

E. POLLUTION PREVENTION MANAGEMENT MEASURES

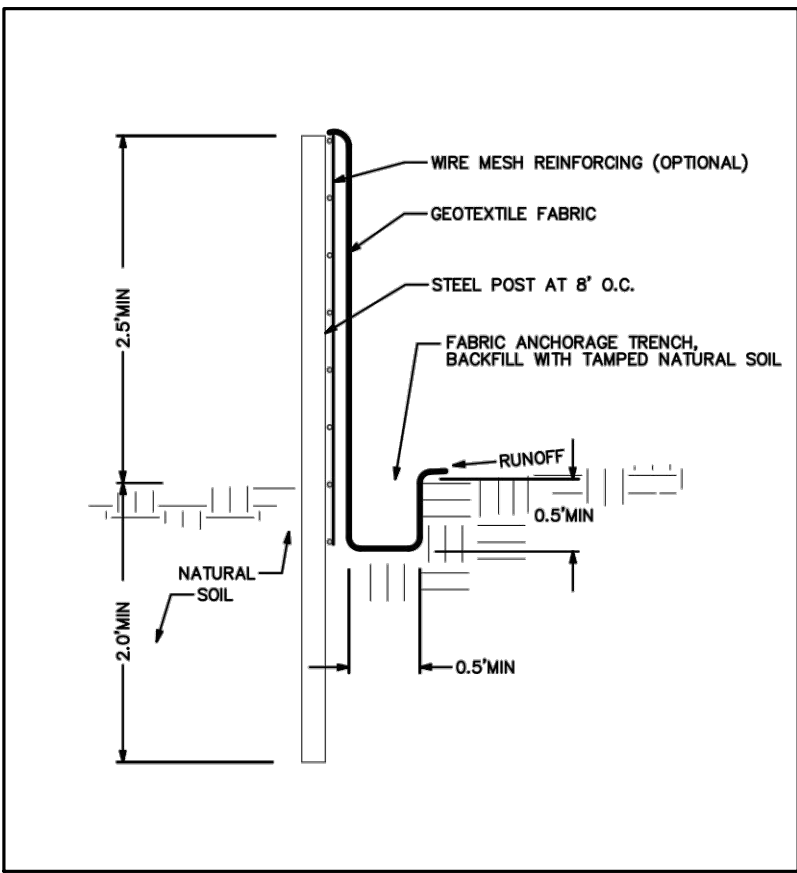
1. SOLID WASTE MUST BE DISPOSED OF PER M.P.C.A. REQUIREMENTS.
2. HAZARDOUS MATERIALS MUST BE STORED AND DISPOSED OF PER M.P.C.A. REGULATIONS.
3. EXTERNAL WASHING OF CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF. NO ENGINE DECREASING IS ALLOWED ON SITE.



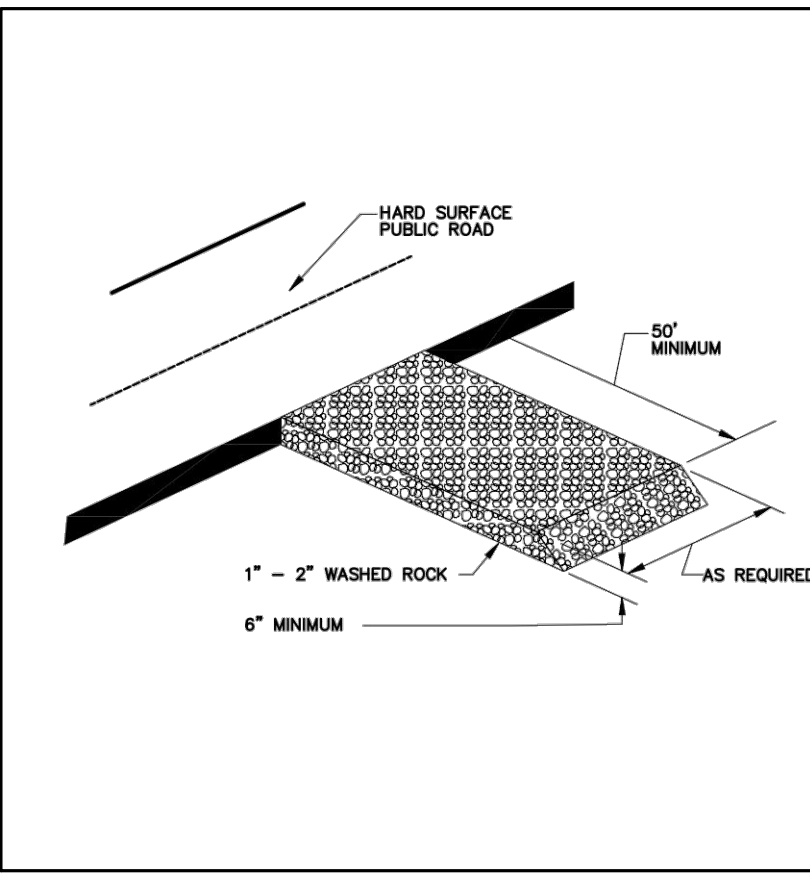
INLET PROTECTION CATCH BASIN INSERT



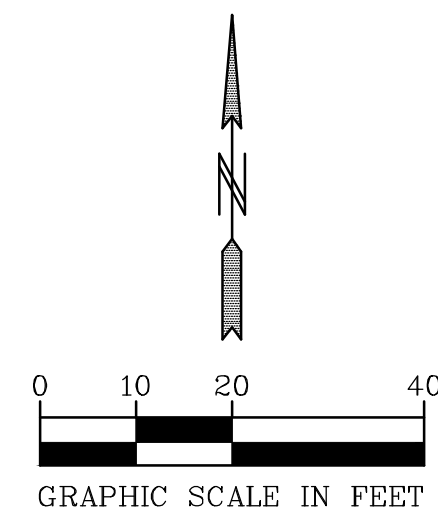
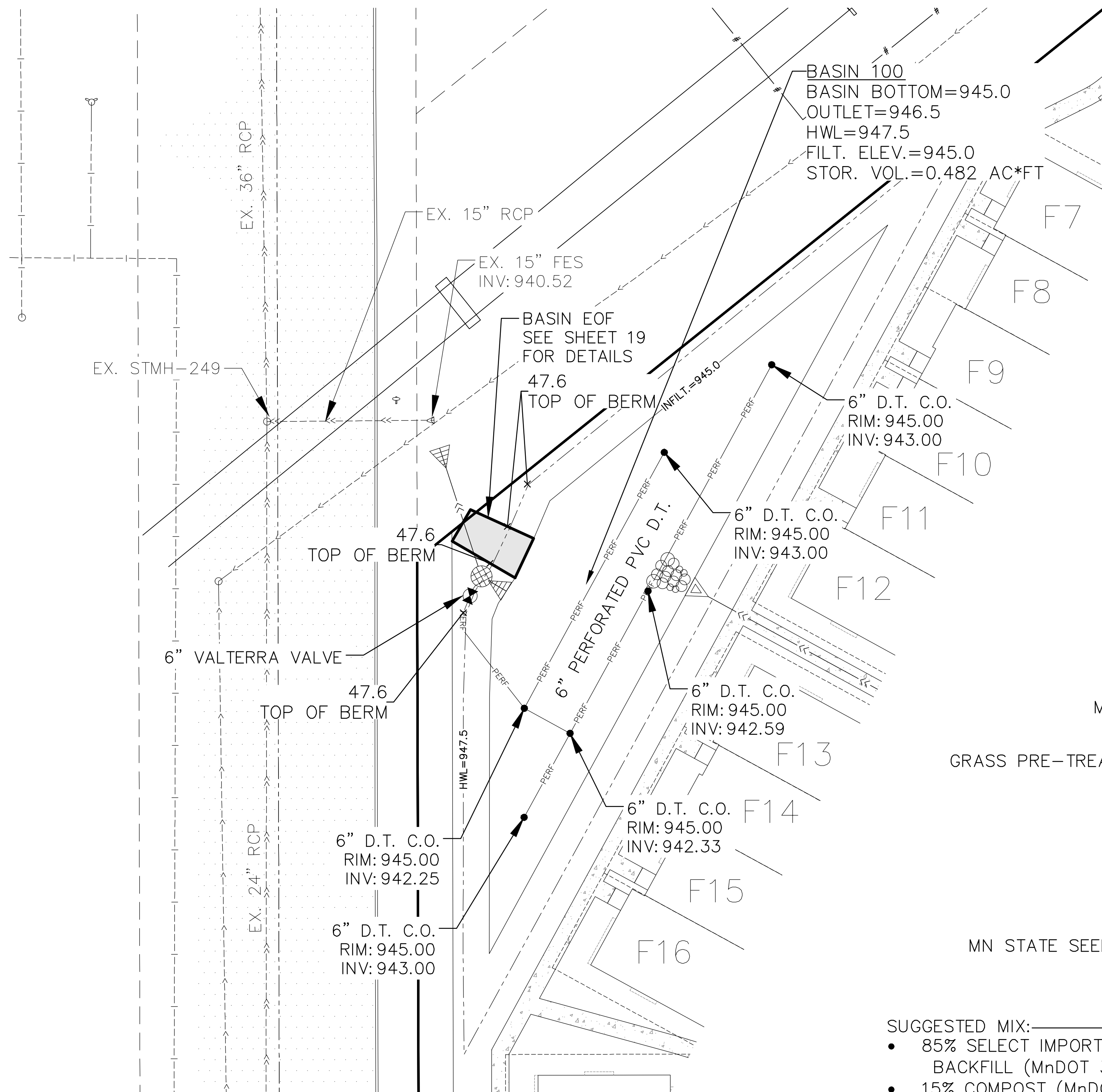
INLET PROTECTION SILT BOX FOR BEEHIVE CASTING



SILT FENCE



TEMPORARY ROCK CONSTRUCTION ENTRANCE



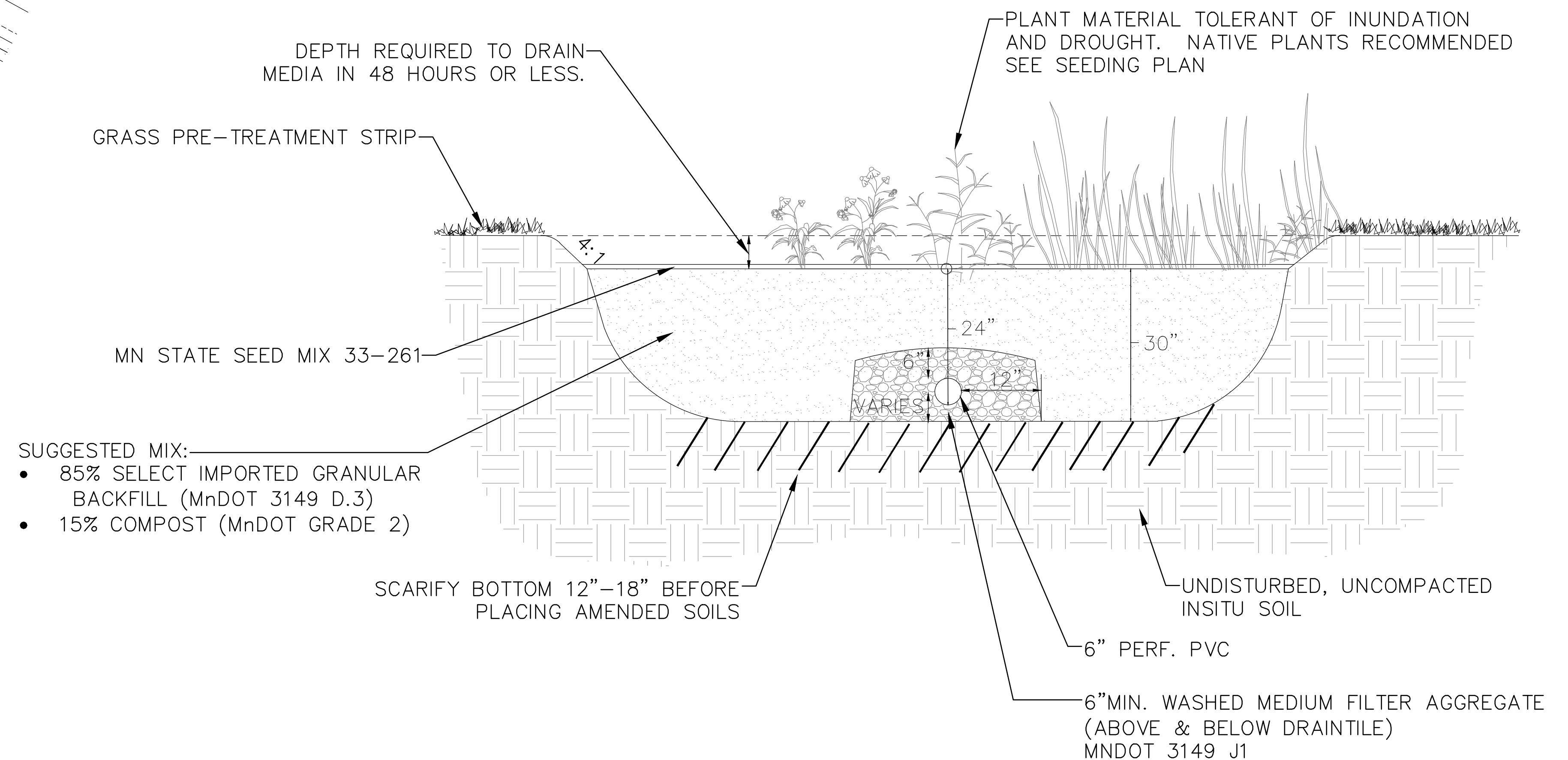
FILTRATION BASIN CONSTRUCTION NOTES

CONSTRUCTION SEQUENCING

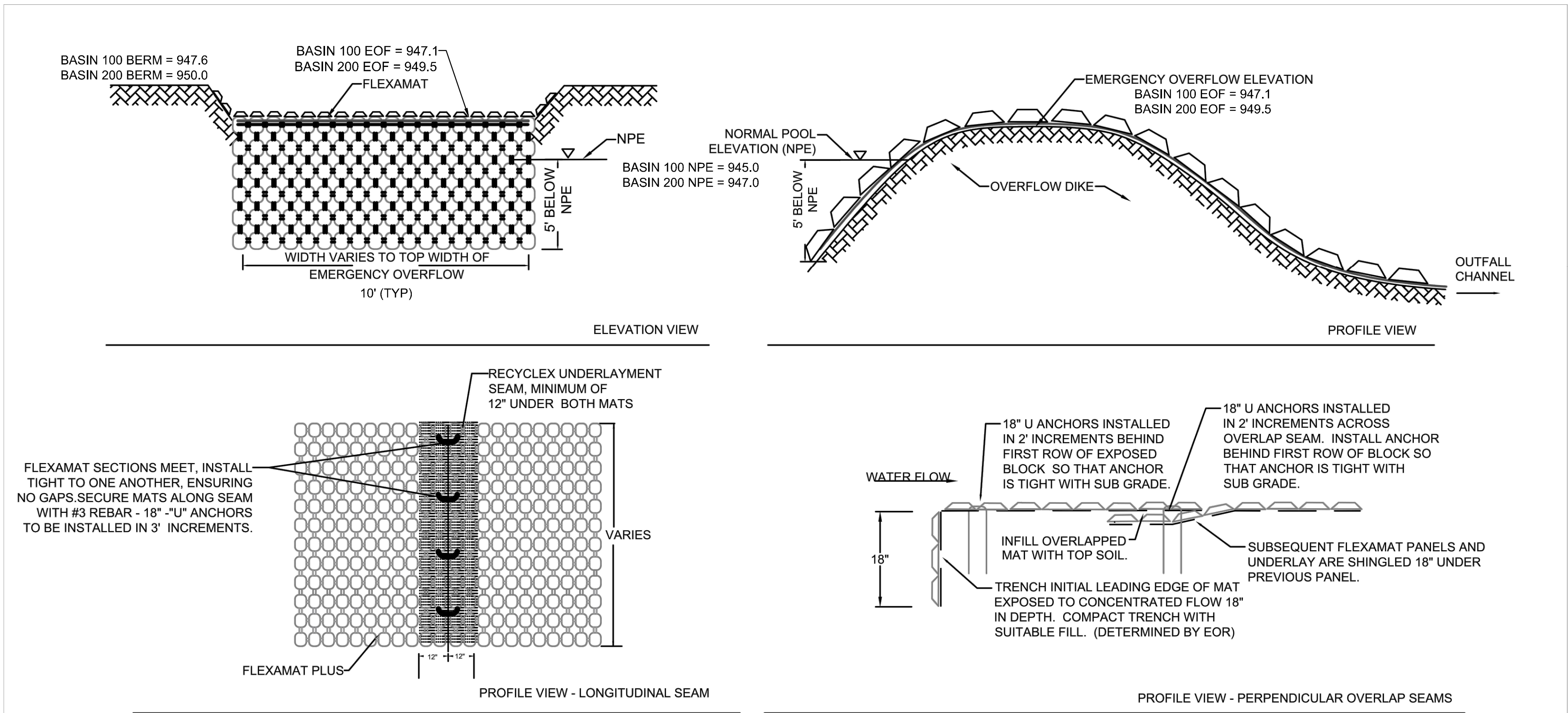
1. INSTALL SILT FENCE AND/OR OTHER APPROPRIATE EROSION CONTROL DEVICES TO PREVENT SEDIMENT FROM LEAVING OR ENTERING THE PRACTICE DURING CONSTRUCTION.
2. ALL DOWN-GRADIENT PERIMETER SEDIMENT CONTROL BMPs MUST BE IN PLACE BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITY BEGINS.
3. PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES.
4. INSTALL UTILITIES (WATER, SANITARY SEWER, ELECTRIC, PHONE, FIBER OPTIC, ETC) PRIOR TO SETTING FINAL GRADE OF RETENTION DEVICE.
5. ROUGH GRADE THE SITE. DO NOT USE RETENTION AREA AS TEMPORARY SEDIMENT BASINS.
6. PERFORM ALL OTHER SITE IMPROVEMENTS.
7. SEED AND MULCH ALL AREAS AFTER DISTURBANCE.
8. CONSTRUCT RETENTION DEVICE UPON STABILIZATION OF CONTRIBUTING DRAINAGE AREA.
9. IMPLEMENT TEMPORARY AND PERMANENT EROSION CONTROL PRACTICES.
10. PLANT AND MULCH RETENTION DEVICE.
11. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE CONTRIBUTING DRAINAGE AREA IS ADEQUATELY VEGETATED.

GENERAL NOTES

1. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM THE PRACTICE PRIOR TO CONTINUING CONSTRUCTION.
2. GRADING OF RETENTION DEVICES SHALL BE ACCOMPLISHED USING LOW-COMPACTION EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF UNDERLYING SOILS.
3. ALL SUB MATERIALS BELOW THE SPECIFIED BIORETENTION DEPTH (ELEVATION) SHALL BE UNDISTURBED, UNLESS OTHERWISE NOTED.



FILTRATION BASIN 100 CROSS SECTION



FLEXAMAT® INFORMATION

Manufacturer: Motz Enterprises, Inc.
Product Name: Flexamat®
Address: 3153 Madison Road
Cincinnati, Ohio 45209
Telephone: 513-772-MOTZ (6689)
Fax: 513-772-6690
Email: Info@Flexamat.com
Website: www.Flexamat.com

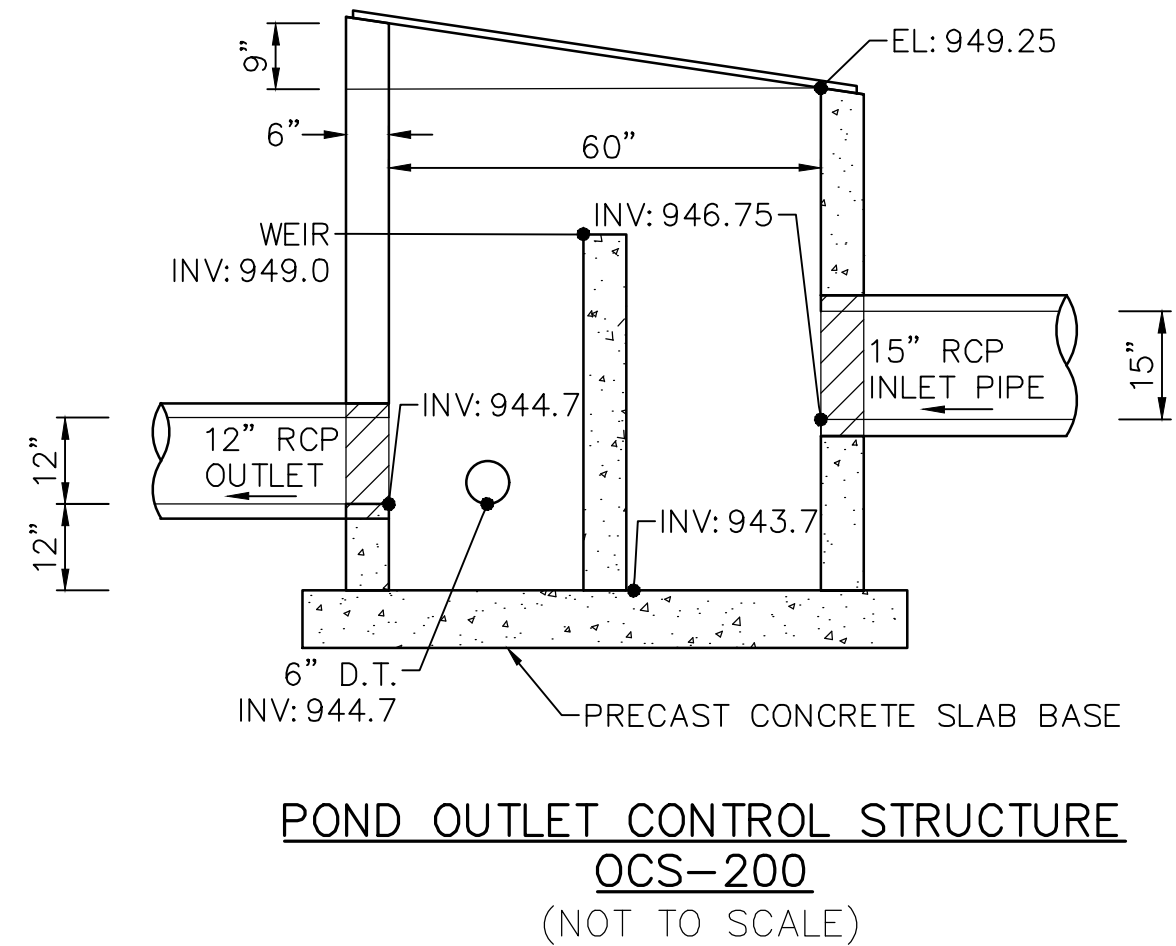
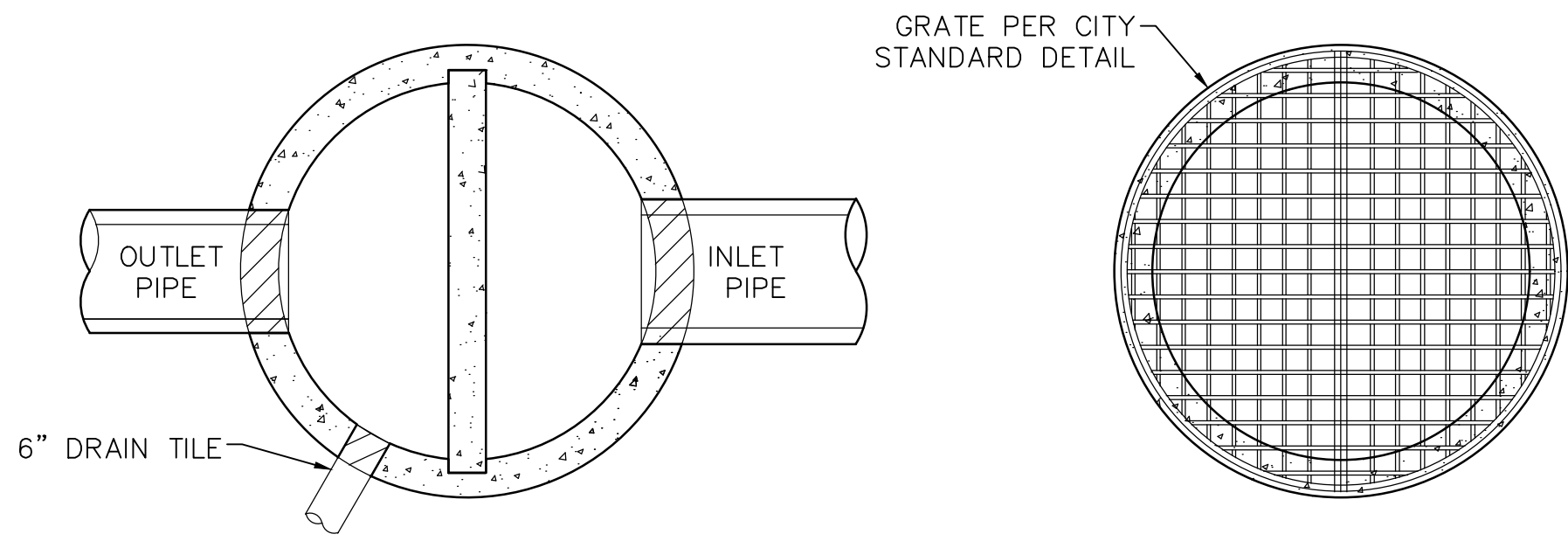
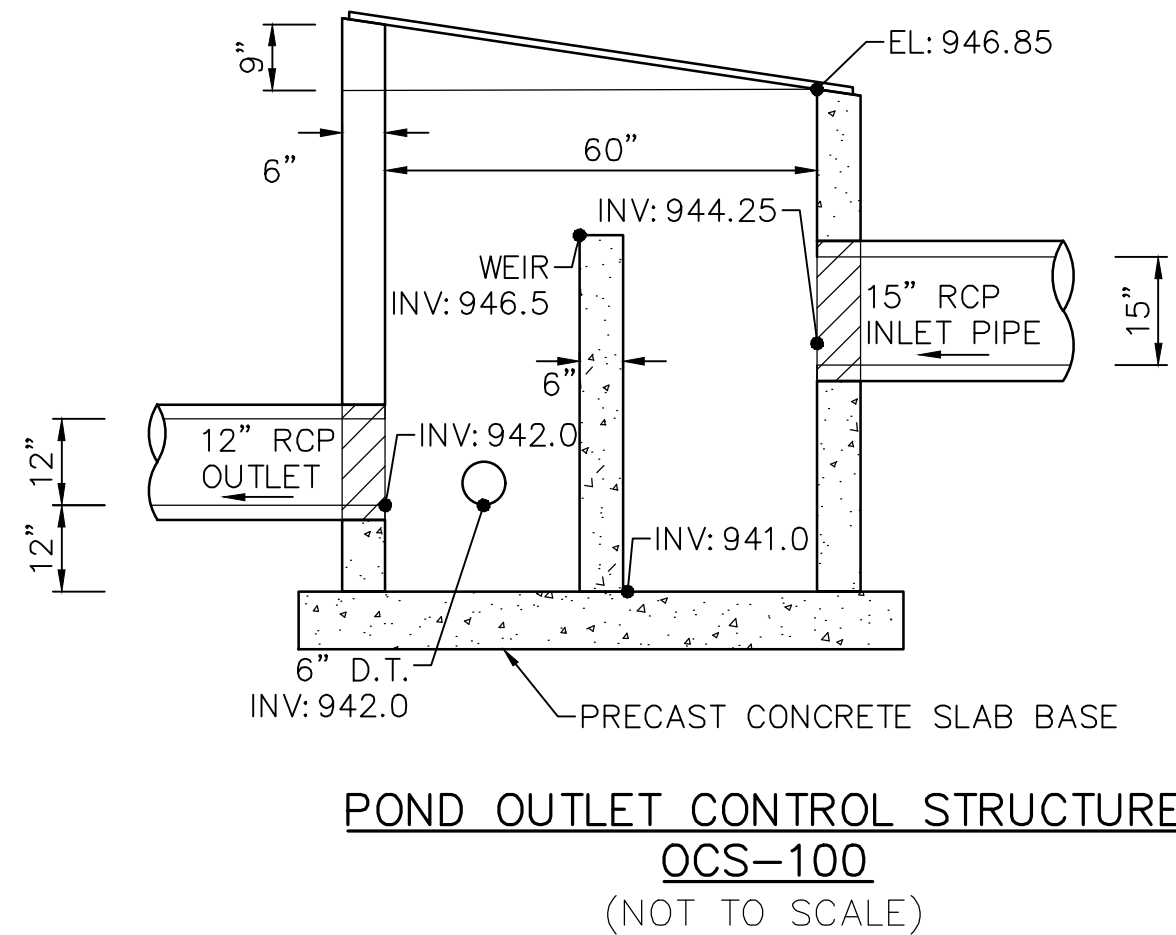
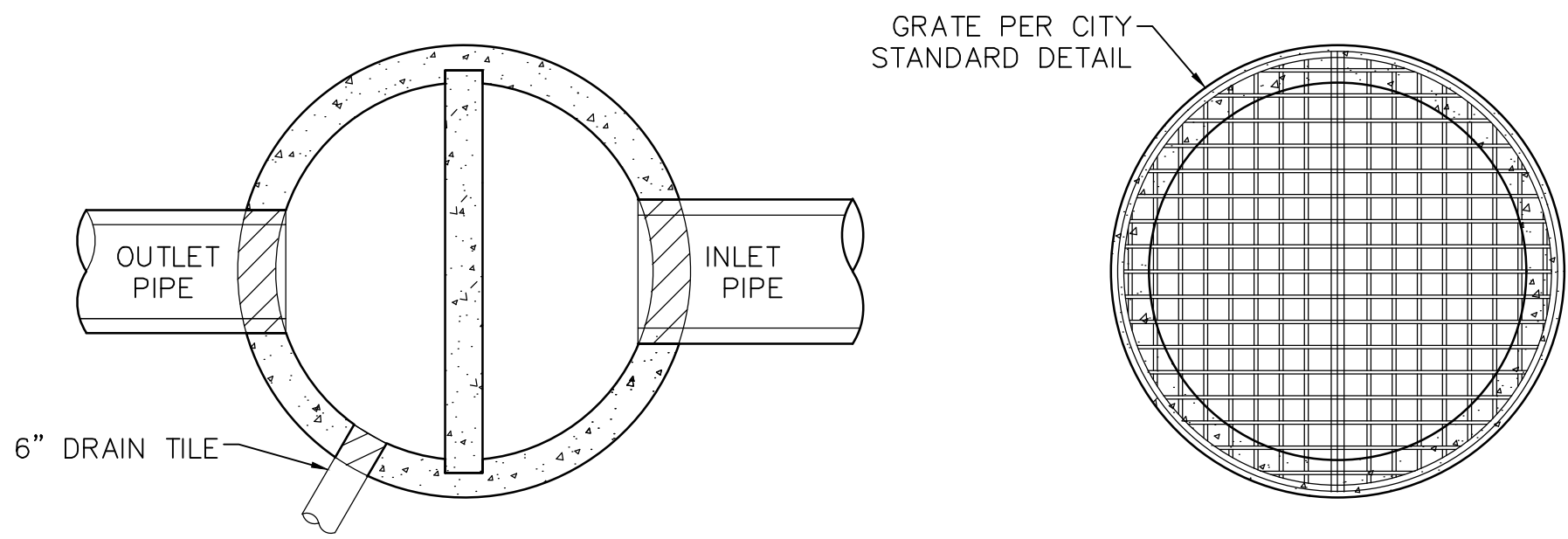
CONSTRUCTION NOTES

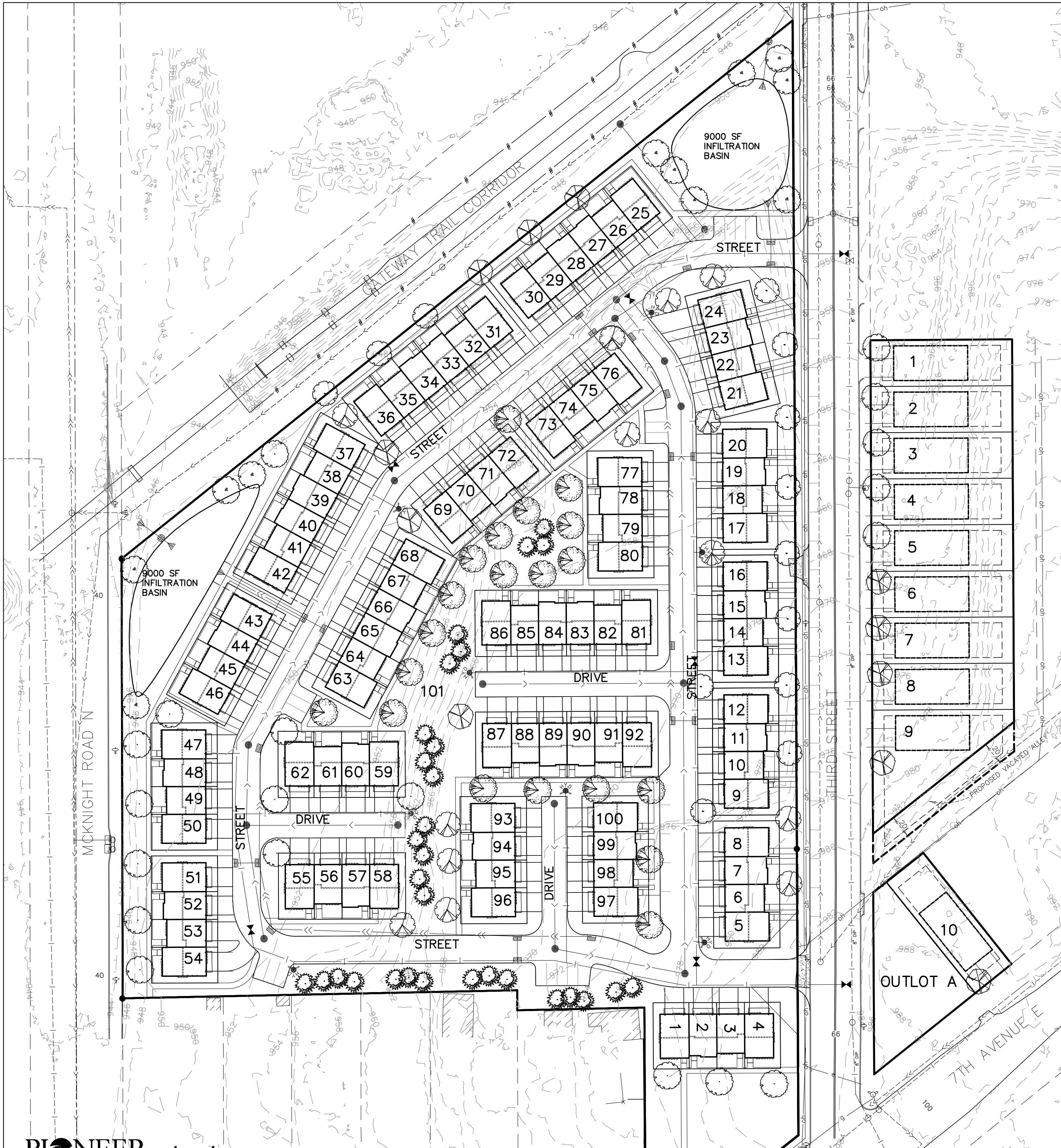
1. ALL SUBGRADE SURFACES PREPARED FOR PLACEMENT OF MATS SHALL BE SMOOTH AND FREE OF ALL ROCKS, STICKS, ROOTS, OTHER PROTRUSIONS, OR DEBRIS OF ANY KIND. THE PREPARED SURFACE SHALL PROVIDE A FIRM UNYIELDING FOUNDATION FOR THE MATS WITH NO SHARP OR ABRUPT BREAKS IN THE GRADE.
2. APPLY SEED DIRECTLY TO PREPARED SOIL PRIOR TO FLEXAMAT INSTALLATION. USE SEED PER PROJECT SPECIFICATIONS.
3. INSTALL FLEXAMAT ROLLS. MAT SHALL EXTEND 5' BELOW NORMAL POND ELEVATION. (FOR EMERGENCY OVERFLOW INSTALLATIONS EXTEND THE MAT 3' DOWN THE INSIDE FACE OF THE OVERFLOW DIKE.)
 - 3.1. FOR WIDTHS WIDER THAN 16', INSTALL MATS ADJACENT TO ONE ANOTHER. BRIDGE LONGITUDINAL SEAM WITH RECYCLEX® UNDERLAYMENT. A MINIMUM OF 12" OF TRM SHALL BE UNDER EACH MAT AND DIRECTLY AGAINST THE SUBGRADE.
 - 3.2. FLIP FLEXAMAT SECTIONS BACK INTO PLACE SO THAT THEY FIT TIGHTLY.
 - 3.3. SECURE SEAM BY INSTALLING 18" U-ANCHORS IN 3' INCREMENTS THE LENGTH OF THE LONGITUDINAL SEAM. U-ANCHORS CONSIST OF #3 REBAR, SHAPED INTO A U WITH 18" LEGS.
4. IF ADDITIONAL SECTIONS ARE REQUIRED FOR LENGTH OF CHANNEL, OVERLAP THE DOWNSTREAM SECTION 18" WITH UPSTREAM SECTION OF MAT. PRIOR TO INSTALLING OVERLAP, FLIP UPSTREAM MAT BACK 24". EXCAVATE 2.25" OF SOIL 18" FROM END OF UPSTREAM MAT. DOWNSTREAM SECTION IS LAID IN THE SHALLOW TRENCH. LIGHTLY SPREAD TOPSOIL OVER INITIAL EDGE. FLIP END OF UPSTREAM MAT OVER THE SOIL COVERED INITIAL LEADING EDGE OF DOWNSTREAM MAT.
5. INSTALL 18" U-ANCHORS IN 2' INCREMENTS ACROSS THE OVERLAP.
6. AT THE END OF THE ARMORED CHANNEL, EMBED THE MAT 18" IN A TERMINATION TRENCH. FILL AND COMPACT TERMINATION TRENCH WITH SUITABLE FILL.

FLEXAMAT® OVERFLOW PLAN AND PROFILE DETAIL



NOTE:
USE FLEXAMAT PRODUCT OR APPROVED EQUAL





PLANT SCHEDULE				
KEY	COMMON NAME/Scientific name	ROOT	QUANTITY	INSTRUCTIONS
OVERSTORY TREES				
	NORTHWOOD MAPLE/ <i>Acer rubrum</i> 'Northwood'	2.5" B&B	20	
	RIVER BIRCH/ <i>Betula nigra</i> 'Heritage'	8-10' B&B	11	Clump
	COMMON HACKBERRY/ <i>Celtis occidentalis</i>	2.5" B&B	13	
	THORNLESS HONEYLOCUST/ <i>Gleditsia triacanthos</i> var. <i>inermis</i>	2.5" B&B	11	
	SENTRY LINDEN/ <i>Tilia americana</i> 'Sentry'	2.5" B&B	13	
	SIENNA GLEN MAPLE/ <i>Acer x freemanii</i> 'Sienna Glen'	2.5" B&B	19	
EVERGREEN TREES				
	BLACK HILLS SPRUCE/ <i>Picea glauca densata</i>	6' B&B	30	

LANDSCAPE NOTES:

TREE REQUIREMENTS: 1 TREE/TOWNHOME UNIT OR SINGLE FAMILY LOT

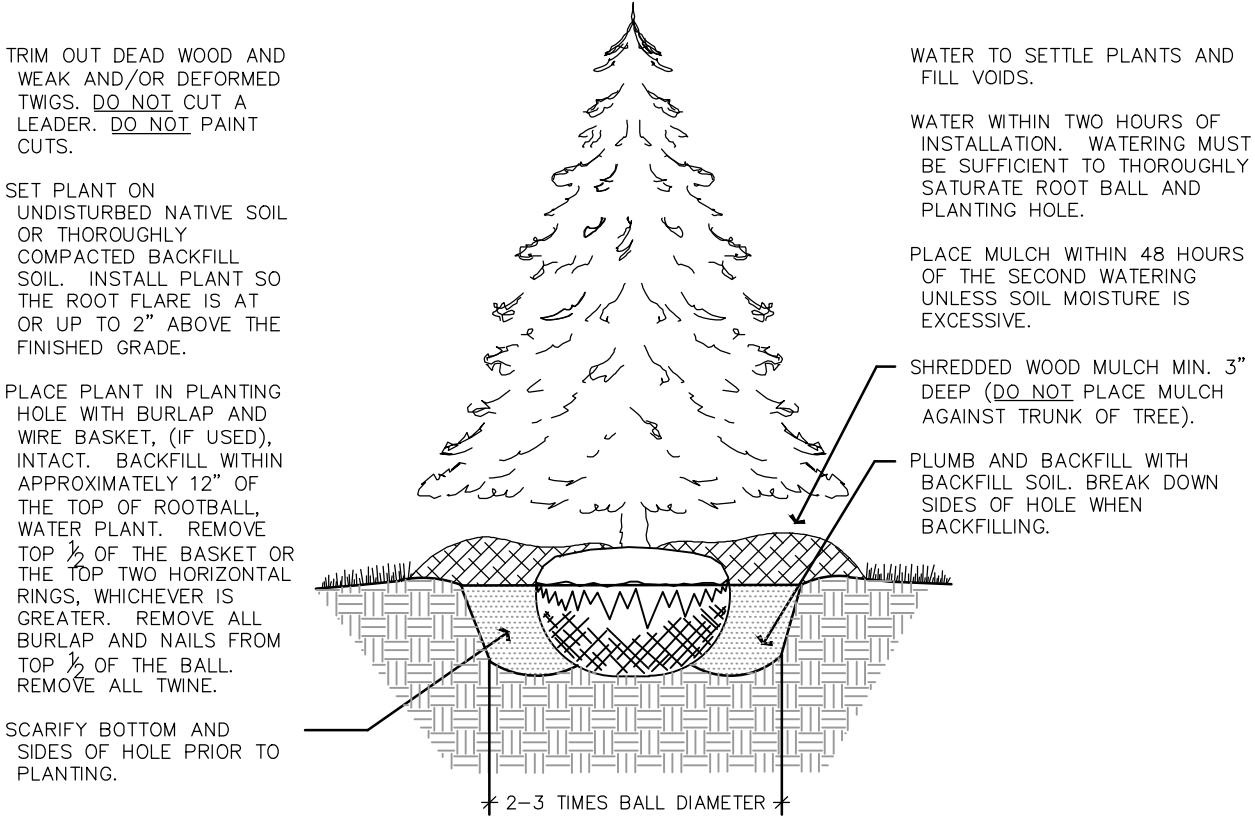
TOWNHOME UNITS: 100
REQUIRED TREES FOR TOWNHOMES: 100
PROPOSED TREES: 104

SINGLE FAMILY LOTS: 10
REQUIRED TREES FOR SINGLE FAMILY: 10
PROPOSED TREES: 10

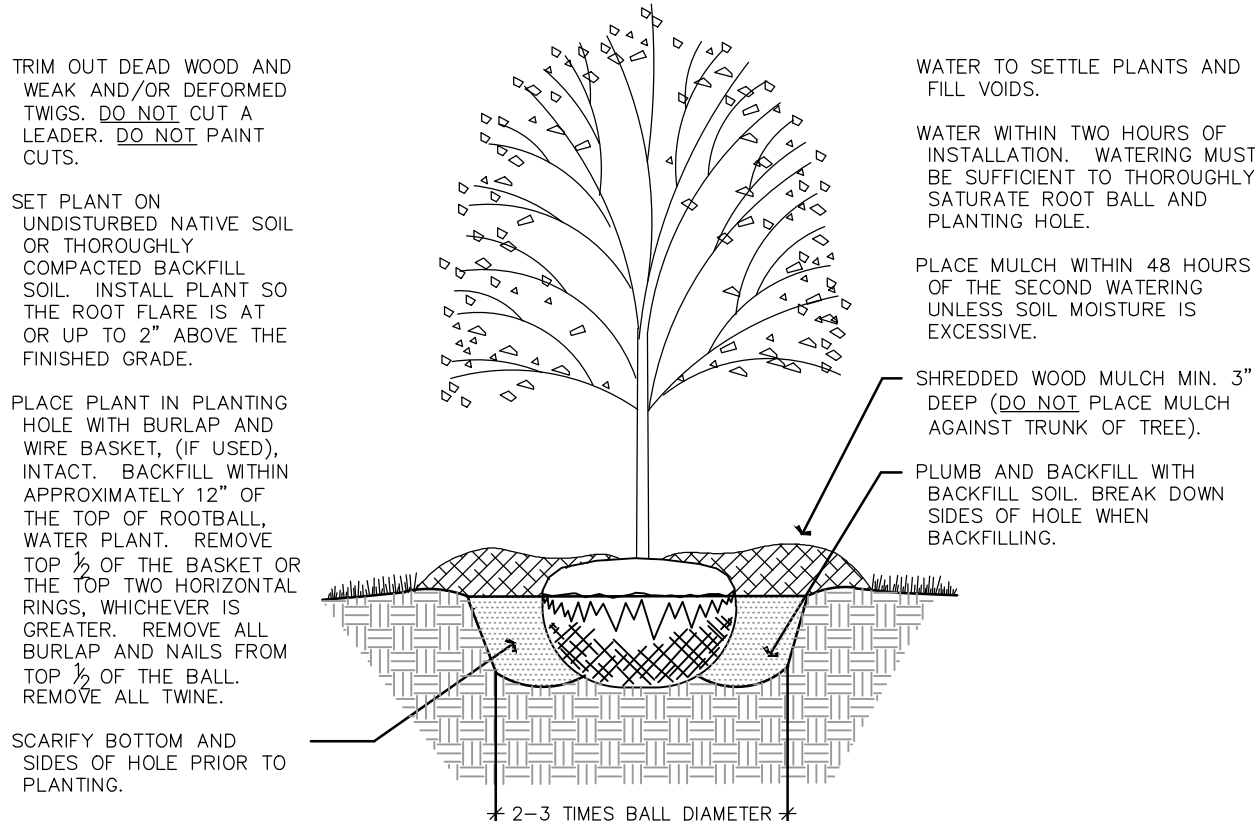
LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH GOPHER STATE ONE CALL 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- GRADING TO BE PERFORMED BY OTHERS.
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSEYMEN--AMERICAN STANDARD FOR NURSERY STOCK.
- ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
- DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STANDABILITY TO A WIND SPEED OF 60 M.P.H.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
- IF THERE IS A DESOREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
- COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

CONIFEROUS TREE PLANTING DETAIL



DECIDUOUS TREE PLANTING DETAIL



(reserved for recording information)

**DEVELOPMENT CONTRACT AND PLANNED UNIT
DEVELOPMENT AGREEMENT
FOR
MCKNIGHT TOWNHOMES**

AGREEMENT dated _____, 2018 by and between the **CITY OF NORTH ST. PAUL**, a Minnesota municipal corporation (“City”), and **M/I HOMES MINNEAPOLIS/ST. PAUL, LLC**, a Delaware limited liability partnership (the “Developer”).

1. REQUEST FOR PLAT AND PLANNED UNIT DEVELOPMENT APPROVAL. The Developer has asked the City to approve a plat and planned unit development for **MCKNIGHT TOWNHOMES** (referred to in this Contract as the "plat"). The land is situated in the County of Ramsey, State of Minnesota, and is legally described on the attached Exhibit “A” (“Property”).

2. CONDITIONS OF APPROVAL. The City hereby approves the Plat and planned unit development on condition that the Developer enter into this Contract, furnish the security required by it, and

record the plat with the County Recorder or Registrar of Titles within 60 days after the City Council approves the final plat, unless otherwise extended by the City.

3. PLANNED UNIT DEVELOPMENT.

A. The development of the Property shall adhere to the approved plans and the underlying MU-3 Corridor Mixed Use standards and other applicable zoning code provision except as follows:

	MU-3	PUD
Minimum Lot Size	1.980 sf./unit	Per the approved Site Plan/smallest lot at 1,376 sf./unit

B. All permitted, conditional, and interim uses contained in the underlying zoning district shall be treated as permitted, conditional and interim uses in the PUD District.

C. Additional PUD requirements are as follows:

1. Underground utilities within the development are required. Developer shall underground electric, gas, cable, and telephone as a joint trench and dual-main (no long-sided services) installation on interior roadways for all phases of the development and underground existing overhead utilities in Third Street and provide a security for the estimated City cost. The City will underground the existing overhead utilities on Third Street. The Developer shall reimburse the City for half the cost for undergrounding the utilities, but in no event shall the Developer's share exceed \$30,000.00.

2. Developer shall provide a connection to the City's park and trail network (and the downtown area) via the Gateway Trail and 7th Avenue in the location identified on the approved Site Plan and pursuant to final approval by the City Engineer of the final details of the trail connection.

3. The architectural design shall be consistent with the approved Plans.

4. RIGHT TO PROCEED. Without the written permission of the City, within the Plat or land to be platted, the Developer may not grade or construct any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk;

2) the necessary security has been received by the City; 3) the necessary insurance for the Developer and its construction contractors has been received by the City; and 4) the plat has been filed with the Ramsey County Recorder or Registrar of Titles Office, as appropriate

5. CHANGE IN OFFICIAL CONTROLS. For two (2) years from the date of this Contract, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current urban service area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by state law the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

6. DEVELOPMENT PLANS. The Development shall be developed in accordance with the conditions of the PUD, the conditions of this Contract and the following plans and any conditions of approval of these plans. The plans shall not be attached to this Contract. With the exception of Plans A and B, the plans may be prepared, subject to the City Engineer's approval before commencement of any work in the plat. The City Engineer may approve minor amendments to Plans D through K without City Council approval. The erosion control plan may also be approved by the Ramsey Washington Metro Watershed District. If the plans vary from the written terms of this Contract or any conditions of plan approval, the written terms shall control. The plans are:

Plan A	Approved Plat
Plan B	Approved Site Plan
Plan C	Approved Open Space Plan
Plan D	Approved Sanitary & Watermain Plan
Plan E	Overall Storm Sewer Plan
Plan F	Approved Grading Plan
Plan G	Approved Erosion Control Plan
Plan H	Approved Wall Plan
Plan I	Approved Details
Plan J	Approved Stormwater Pollution Prevention Plan

Plan K Approved Landscape Plan

(“Approved Development Plans”). The Approved Development Plans shall not be attached to this Contract.

If the plans vary from the written terms of this Contract or any conditions of plan approval, the Terms of this Contract shall control.

8. IMPROVEMENTS. The Developer shall install and pay for the following improvements:

- A. Sanitary Sewer System (public)
- B. Water System (public)
- C. Storm Sewer System (private)
- D. Streets (private)
- E. Concrete Curb and Gutter (private)
- F. Site Grading, Stormwater Treatment/Infiltration Basins (private), and Erosion Control
- G. Underground Joint Trench Utilities (various ownership by utility provider), except is provided under Paragraph 3(C)(1) of this Agreement
- H Setting of Iron Monuments
- I. Surveying and Staking
- J. Sidewalks and Trails Interior to the Development (private)
- K. Sidewalks on Third Street (public)
- L. Retaining Walls (private)

The public improvements shall be installed in accordance with the City subdivision ordinance, City standard specifications for utility and street construction; and any other ordinances including Sections 154.255 – 154.265 of the City Code concerning grading, erosion. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to

assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors inspect the work and conduct materials testing on public improvements on a full or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or his engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City with all parties concerned, including the City staff, to review the program for the construction work for public improvements. Within thirty (30) days after the completion of the improvements and before the security is released, the Developer shall supply the City with a complete set of certified reproducible "as constructed" plans and an electronic file of the "as constructed" plans in an AutoCAD.DWG file or a .DXF file, all prepared in accordance with City standards.

In accordance with Minnesota Statutes 505.021, the final placement of iron monuments for all lot corners must be completed before the applicable security is released. The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed.

8. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits and pay appropriate permit fees, including but not limited to:

- NPDES Permit for Stormwater from MPCA
- DNR for Dewatering
- Minnesota Department of Health watermain
- MPCA Sanitary Sewer Extension
- City of North St. Paul for Building Permits
- City of North St. Paul Utility Excavation Permit
- City of North St. Paul Grading Permit
- Ramsey Washington Metro Watershed District permit

Evidence of receipt by Developer of the necessary permits shall be provided to the City prior to work within the Development covered by the applicable permit.

9. DEWATERING. Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

10. TIME OF PERFORMANCE. The Developer shall install all required public improvements by November 30, 2019. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases, if any, and the extended completion date.

11. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Development to perform all work and inspections deemed appropriate by the City in conjunction with development. This license is subject to the rights of future tenants of the Development and terminates upon completion of the work and improvements described in this Agreement. The City's agents, employees, officers and contractors entering the Development subject to this license shall exercise and observe reasonable safety precautions in performing work and inspections permitted by this license.

12. EROSION CONTROL, STORMWATER CONTROL, STREET AND SITE CLEANUP. Prior to initiating site grading, the erosion control plan, Plan G, shall be implemented by the Developer and inspected and approved by the City or Ramsey Washington Metro Watershed District. The City may impose additional erosion control requirements if necessary to comply with applicable State and

Local laws and regulations. All areas disturbed by the excavation and backfilling operations shall be reseeded within 48 hours after the completion of the work or in an area that is inactive for more than seven (7) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion control plan, seed shall be in accordance with the City's current seeding specification which may include certified oat seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw on the posted security to pay any costs. No continued or further development, utility or street construction will be allowed and no new building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

13. GRADING PLAN. The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan F. The plan shall conform to City of North St. Paul specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits, the Developer shall provide the City with an "as constructed" grading plan certified by a registered land surveyor or engineer that documents all storm water treatment basins, swales, and ditches have been constructed on public easements or land owned by the City and that the site substantially conforms with the approved plans. The "as constructed" plan shall include field verified elevations of the following: a) cross sections of storm water treatment basins; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow

areas/stockpiles, and installed "conservation area" posts; and c) lot corner elevations and house pads, and all other items required by City Code. Building permits may be issued by the City provided that the development mass grading is complete and substantially conforms to Plan F as documented by the above referenced "as constructed" grading plan, and that erosion control measures for each permitted lot are adequately addressed. Notwithstanding anything to the contrary herein, the city agrees to issue a building permit for one townhome building for purposes of constructing a model home for Lots 1-4 of the Plat. With the exception of the approved model homes, Certificate of Occupancy shall not be issued until the completion and acceptance of the grading and utility installation for the entire development and the as constructed plan has been submitted and accepted by the City. Individual lot survey as-builts will also be required to be submitted and approved by the Building Official prior to release of Certificate of Occupancy for each lot. The Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications.

14. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Contract and acceptance by the City, the underground sanitary sewer and water main lying within public easements, except for private service lines, shall become City property without further notice or action.

15. CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, home builders, subcontractors, their agents or assigns. Prior to any construction in the plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

16. STORM SEWER. Development of McKnight Townhomes includes the construction of a private storm sewer system. The privately-owned and maintained storm sewer will be located within Outlots E and F. Prior to City release of the final plat mylars for recording, Developer shall provide to the City a

fully executed Stormwater Maintenance Agreement and Easement Agreement for the private stormwater and sewer utilities. Developer shall provide for conveyance of Outlots E and F to the Homeowner's Association within the Homeowner Association covenants to be recorded against the plat, which shall also include Homeowner Association responsibilities for future repair and maintenance of the private stormwater improvements within Outlots E and F.

17. SANITARY SEWER ACCESS CHARGE. Sanitary sewer access charges for each lot within the Plat shall be paid prior to issuance of a building permit at the rate in effect at the time the permit is issued. The rate for 2018 is currently \$150.00 per unit.

18. WATER MAIN ACCESS CHARGE. Water main access charges for each lot within the Plat shall be paid prior to issuance of a building permit at the rate in effect at the time the permit is issued. The rate for 2018 is currently \$150.00 per unit.

19. METROPOLITAN COUNCIL ENVIRONMENTAL SERVICE ("MCES") SEWER AVAILABILITY CHARGE. The MCES sewer availability charge shall be paid prior to issuance of a building permit at the rate in effect at the time the permit is issued. The 2018 rate is currently \$2,485.00 per unit.

20. PARK DEDICATION, TRAILS AND SIDEWALKS. The Park Dedication Fee is based on the rate in effect at the time of final plat approval and is calculated as follows:

54 units	x \$900.00/ unit	= \$48,600.00
Single-Family Dwelling Units	Park Dedication Fee Rate	Total

The Park Dedication Fee must be submitted to the City prior to release of the final plat mylars.

Developer shall construct a sidewalk conforming to City standards and specifications to be located on the west side of Third Street within the roadway right of way extending from the plat southern property line to the northern property line adjacent to Third Street.

21. LANDSCAPING. Landscaping and irrigation shall be installed within the Plat in accordance with the approved Landscape Plan. Before the City executes the final plat, the Developer shall submit a bond or other security in the amount of \$50,000.00 to guarantee compliance with the terms of the landscaping plan. If the landscaping is not completed in a timely manner, the City may enter the lot, perform the work, and apply the security toward the cost. Upon satisfactory completion of the landscaping including landscaping warranty acceptance, the security, less any draw made by the City, shall be released. All trees shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer or property owner is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Fifty percent (50%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining fifty percent (50%) will be released one year after the landscaping inspection and any warranty work has been completed.

22. SPECIAL PROVISIONS. The following conditions apply to the plat development:

A. Implementation of the recommendations listed in the October 10, 2018 planning report, together with included engineering comments, as amended on November 28, 2018.

B. Developer shall establish a homeowners association for the Development. The homeowner association covenants to be recorded against the Development which shall provide that all private improvements, including private roads and stormwater facilities, will be privately owned and maintained to reasonable standards at all times by the homeowners association. The homeowner association covenants shall be recorded against the property within the plat and are subject to review and approval by the City Attorney, which approval shall not be unreasonably withheld.

D. Developer shall submit a traffic control/detour plan for utility work on Third Street and a haul route plan, which are subject to review and approval by the City Engineer prior to issuance of permit for such utility work.

E. Private streets within the development shall be posted for no on-street parking on one side of the streets, other than the dedicated visitor parking stalls.

F. The applicant is responsible for and shall provide copy of all applicable permitting for the project prior to grading permit (mass grading) and/or building permit issuance, including but not limited to RWMWD and Minnesota Pollution Control Agency (MPCA) NPDES stormwater construction, MPCA/Metropolitan Council sanitary sewer extension, and Minnesota Department of Health watermain extension permits, as applicable.

G. Easements shall be dedicated on the Final Plat to the satisfaction of the City Engineer prior to recording of the final plat.

H. The development shall be served by the city water and sewer system and fire hydrants shall be installed at such locations as required by the City Engineer or the Fire Chief to provide adequate fire protection.

I. City Standard Plates and General Specifications shall supersede all submitted details and specifications for work within the right of way and for public infrastructure.

J. Joint trench installation for City Electric, gas, telecom, and any other private utilities shall be coordinated by the developer. Separate installations by individual utility owners will not be allowed.

K. Outlots A, B and C of the Plat are retained by the Developer to be conveyed to the immediately abutting property owners of the Plat. If Outlots A and B are not conveyed to the abutting property owners by December 31, 2019, Developer shall convey the respective Outlot to the Homeowners Association and treated similarly as Lot 55 of the Plat under the Homeowners Association documents. If

Outlot C is not conveyed to the abutting property owner by December 31, 2019, the Developer will immediately combine Outlot C with Outlot D as a single tax parcel with the County.

L. Developer shall convey Lot 55 to the Homeowners Association for the Development for common area, private roads and drainage, public utilities, and similar uses.

M. Documents establishing a homeowners association must be submitted to address ownership and maintenance of common areas, private drives, off-street parking and other private utilities. The HOA documents are subject to review and approval of the City Attorney, which approval shall not be unreasonably withheld, delayed or conditioned, prior to release of the final plat mylars.

23. SECURITY, ESCROW AND FEE REQUIREMENTS.

A. Summary of Security Requirements. To guarantee compliance with the terms of this agreement, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a bond as provided in City Code Section 153.26 ("security") for **\$3,768,000.00**. The amount of the security is calculated as follows:

Grading/Retaining Walls/Erosion Control/Restoration	\$1,200,000.00
Sanitary Sewer	\$ 190,000.00
Watermain	\$ 210,000.00
Storm Sewer, Drainage System, incl. cleaning and maintenance	\$ 280,000.00
Streets, Sidewalks and trails	\$ 310,000.00
Underground Utilities	\$ 272,000.00
Landscaping	\$ 50,000.00
	\$2,512,000.00

TOTAL CONSTRUCTION COSTS	\$2,512,000.00
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TOTAL SECURITY AMOUNT (150% of \$2,512,000.00):	\$3,768,000.00
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The breakdown is for historical reference; it is not a restriction on the use of the security. The form of the bond shall be in a form pursuant to the City Code and Minn. Stat. Section 574.26 and approved by the City.

The City may draw down the security, with thirty (30) days written notice to Developer, for any violation of the terms of this Contract related to the public improvements or landscaping if the violation is not cured within such thirty (30) day period or, without notice if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down without notice. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. It is the intent of the parties that all performance securities, payment securities, and rights and remedies attendant thereto shall comply with the Minnesota Public Contractors' Performance and Payment Bond Act, Minn. Stat. Sections 574.26 through 574.32 All performance securities and payment securities shall on deposit and in full force and effect until the Developer has been released from further obligation under the terms of this Contract, including guarantees concerning durability of installed improvements. Upon request, after all of Developer's obligations herein have been performed and satisfied, Developer or Developer's Surety may obtain a written release of the performance security and/or payment security from the City.

B. Summary of Cash Requirements. The following is a summary of the estimated administrative, consulting and other development fees required under the Contract:

City Legal Expenses (Est. 0.5%)	\$12,560.00
City Engineering Plan Review, Construction Observation, Materials Testing (Est. 4%)	\$100,480.00
Developer's Record Drawings (0.5%)	\$12,560.00

Administration Fee (Est. 2.5%)	\$62,800.00
Total Estimated Cash Requirements	<u>\$188,400.00</u>

Prior to release of plat mylars for recording, the Developer shall deposit a cash escrow with the City in the amount of \$75,000.00 ("Escrow"). The City will bill Developer for the foregoing development costs as they are incurred. Developer shall pay all invoices from the City within 15 days of receipt. The City may draw on the cash escrow in the event Developer fails to reimburse the City for any invoice in accordance with this Agreement. If the Escrow amount falls below \$75,000, the Developer shall deposit additional sums to restore the Escrow. The City will halt all work associated with the plat if the Escrow amount falls below \$75,000.00 and the remaining work or costs to be incurred by the City covered under this Paragraph is estimated to exceed the amount of the Escrow. The City will release the Escrow upon completion of all work required under the Escrow and City acceptance of all public improvements. All accrued interest, if any, shall be paid to the City to reimburse the city for its cost in administering the escrow account.

C. Summary of Cash Fee Requirements: The following is a summary of the cash fee requirements under the Contract that must be paid prior to release of final plat mylars for recording:

Park Dedication Fee	\$48,600.00
Total Cash Fee	<u>\$48,600.00</u>

24. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for underground utilities and all public improvements is two years and shall commence following completion and acceptance by City Council. The Developer shall post maintenance bonds in the amount of twenty-five percent (25%) of final certified construction costs to secure the warranties. The City shall retain ten percent (10%) of the security posted by the Developer until the maintenance bonds are furnished to the City or until the warranty period expires, whichever first occurs. The retainage may be used to pay for

warranty work. The City's standard specifications for utility identify the procedures for final acceptance of utilities.

25. RESPONSIBILITY FOR COSTS

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Watershed District charges, legal, planning, engineering, construction observation inspection and quality assurance materials testing expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

C. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.

D. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of ten percent (10%) per year. Additionally, the Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.

E. In addition to the charges referred to herein, other charges may be imposed such as but not limited to sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

26. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as reasonably determined by the City, is first given notice of the work in default and the opportunity to cure, not less than thirty (30) days in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

27. MISCELLANEOUS.

A. The Developer represents to the City that, to the best of Developer's knowledge, the development complies with all municipal, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the plat ceases to comply with county, metropolitan, state, and federal laws and regulations, the City may, at its option, after thirty (30) days' notice and opportunity to cure to Developer refuse to allow construction or development work until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City or Developer under this Contract.

C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits and a certificate of occupancy.

D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.

E. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connections or inspections may be conducted and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.

F. The action or inaction of the City or Developer shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's or Developer's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

G. This Contract shall run with the land and may be recorded against the title to the property. In the event this Contract is recorded, the City covenants to provide a recordable Certificate of Completion promptly upon the completion of the work and responsibilities required herein, payment of all costs and fees required and compliance with all terms of the Contract. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

H. Prior to City execution of the final plat, Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000.00 for one person and \$1,000,000.00 for each occurrence; limits for property damage shall be not less than \$200,000.00 for each occurrence; or a combination single limit policy of \$1,000,000.00 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat.

The Developer's and general contractor's insurance must be "Primary and Non-Contributory".

All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City. A copy of the endorsement must be submitted with the certificate of insurance.

Developer's and general contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Developer's or general contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

I. To the fullest extent permitted by law, Developer agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions,

damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence or its performance or failure to perform its obligations under this Contract. Developer's indemnification obligation shall apply to Developer's general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Contract.

J. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

K. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans and by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built, except as otherwise approved by the City Engineer.

L. Should the Developer convey any lot or lots in the Development to a third party, the City and the owner of that lot or those lots may amend this Development Contract or other city approvals or agreements for development or use of those lots without the approval or consent of the Developer or other lot owners in the Development. Private agreements between the owners of lots within the Development for shared service or access and related matters necessary for the efficient use of the Development shall be the

responsibility of the lot owners and shall not bind or restrict City authority to approve applications from any lot owner in the Development.

28. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: M/I Homes Minneapolis/St. Paul, 5354 Parkdale Drive, Suite 100, St. Louis Park, MN 55416. Notices to the City shall be in writing and shall be either hand delivered to the City Manager, or mailed to the City by certified mail in care of the City Manager at the following address: North St. Paul City Hall, 2400 Margaret Street, North St. Paul, Minnesota 55109. Notices shall be effective upon delivery, if hand delivered, or one (1) business day after the date of mailing, if mailed. Either party may change its address for notice purposes by notice to the other party given in the manner provided in this Paragraph.

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[Signature pages to follow]*

CITY OF NORTH ST. PAUL

BY: _____
Mike Kuehn, Mayor

(SEAL)

AND _____
Craig Waldron, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Mike Kuehn and by Craig Waldron, the Mayor and City Manager of the City of North St. Paul, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DEVELOPER:
M/I HOMES MINNEAPOLIS/ST. PAUL, LLC

BY: _____
Its: _____

STATE OF MINNESOTA)
 (ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2018, by _____ the _____ of M/I HOMES
MINNEAPOLIS/ST. PAUL, LLC, a _____ limited liability partnership, on its behalf.

NOTARY PUBLIC

DRAFTED BY:

CAMPBELL, KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, MN 55121
Telephone: 651-452-5000
AMP

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY TO BE PLATTED AS MCKNIGHT TOWNHOMES

Lots 1 and 20, Block 3, North St. Paul Proper, except that part of said Lot 1 taken for McKnight Road widening.

Those parts of Lots 2, 3, 4, 21 and 22, Block 3, North St. Paul Proper, lying Northerly and Northwesterly of Tract A, Registered Land Survey No. 52, except that part of Lot 4 taken for McKnight Road widening.

Those parts of Lots 1, 2, 3 and 4, Block 1, North St. Paul Land Company's Re-arrangement of Lot 10 through 19, inclusive, of Block 3, and Lots 2 through 23, inclusive, of Block 6, North St. Paul Proper, lying Northerly and Northwesterly of Tract A, Registered Land Survey No. 52.

Those parts of Lots 20, 36, 37 and 38, Block 1, North St. Paul Land Company's Re-arrangement of Lots 10 through 19, inclusive, of Block 3 and Lots 2 through 23, inclusive, of Block 6, North St. Paul Proper, lying Northerly and Northwesterly of a line running parallel with and distant 80 feet Southeasterly of the Southeasterly line of Minneapolis, St. Paul and Sault Ste. Marie Railway Company's right-of-way, said Southeasterly line being a line running Northeasterly at an angle of 51 degrees 23 minutes 30 seconds to the West line of Section 12, Township 29, Range 22, from a point on said West line distant 532.16 feet North of the Southwest corner of said Section 12.

Except that part of Lots 1 and 4, Block 3, North St. Paul Proper, as shown in Parcel 349 on Minnesota Department of Transportation Right of Way Plat No. 62-36 as the same is on file and of record in the office of the Registrar of Titles for Ramsey County, together with all right of access as shown on said plat by the access control symbol.

Together with:

Tract A, Registered Land Survey No. 52, except that part lying South of the extended North line of Tracts B, C, D and E, Registered Land Survey No. 52 and West of a line drawn parallel to and 100 feet West of the most Easterly line of Tract A.

Except that part of Tract A, Registered Land Survey No. 52, shown as Parcel 349 on Minnesota Department of Transportation Right of Way Plats Numbered 62-36, as the same is on file and of record in the office of the Registrar of Titles in and for Ramsey County, Minnesota, together with all right of access as shown on said plat by the access control symbol.

Together with:

Lot 20, except that part thereof embraced within the plat of Edstrand's Rearrangement, and Lots Twenty-three (23) to Thirty-eight (38), inclusive, in Block One (1) of the North St. Paul Land Company's Rearrangement of Lots 10 to 19, inclusive, of Block 3 and Lots 2 to 23, inclusive, of Block 6, of North St. Paul Proper, Ramsey County, Minnesota, except that part of Lot 20 and Lots 36, 37, and 38 in said Block

1, lying Northerly and Westerly of a line drawn parallel to and distant 60 feet from the center line of the right of way of the Minneapolis and St. Paul Suburban Railroad Company and Southeast thereof, same being 2 strips of land each 40 feet in width along the right of way and adjacent thereto, all measurements being made at right angles to said right of way, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County.

Together with:

Lots 1 and 2, Edstrand's Rearrangement, Ramsey County, together with that part of the vacated alley accruing thereto by reason of the vacation thereof.

Together with:

Lot 22, Block 1, The North St. Paul Land Company's Re-arrangement of Lots 10 to 19 (inclusive) of Block 3 and Lots 2 to 23 (inclusive) of Block 6 of North St. Paul Proper, Ramsey County, together with that part of the vacated alley accruing thereto by reason of the vacation thereof.

Ramsey County, Minnesota
Abstract Property

**STORMWATER MAINTENANCE AGREEMENT/
BEST MANAGEMENT PRACTICE FACILITIES
AND EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2018, by and between **M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC**, a Delaware limited liability company (the “Developer”) and the **CITY OF NORTH ST. PAUL**, a Minnesota municipal corporation (the “City”).

RECITALS

A. The Developer is the owner of certain real property located in Ramsey County, Minnesota legally described in **Exhibit A** attached hereto ("Property"); and

B. The Developer is proceeding develop the Property; and

C. The final plans for the McKnight Townhomes final plat, hereinafter called the "Plans", which are expressly made a part hereof, as approved by the City, provides for detention/retention of stormwater within the confines of the Property; and

D. The City and the Developer agree that the health, safety, and welfare of the residents of the City of North St. Paul, Minnesota, require that on-sitestormwater management/BMP facilities be constructed and maintained on the Property; and

E. The City requires that on-site stormwater management/BMP facilities (“Stormwater Facilities”) as shown on the Plans be constructed and adequately maintained by the Developer as a condition of final plat approval of McKnight Townhomes; and

F. As a condition of final plat approval the Developer is required to enter into this Agreement and grant to the City an easement for access, drainage and utility over all of the Property (the “Easement Area”) to comply with work required under the terms of this Agreement; and

G. The parties acknowledge that the Developer intends to assign this Agreement to a homeowners association that will be formed to acquire and manage the common areas of the McKnight Townhomes, including the Stormwater Facilities.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Construction of Stormwater Improvements. Developer shall construction the Stormwater Facilities in accordance with the plans and specifications identified in the Plan.

2. Maintenance of Stormwater Improvements.

A. The Developer shall adequately maintain the Stormwater Facilities in accordance with the Stormwater Maintenance Plan and the City engineering standards for stormwater treatment facilities attached hereto as **Exhibit B**. This includes all pipes, channels, and other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

B. The Developer will perform the work necessary to keep these Stormwater Facilities in good working order as appropriate. In the event a maintenance schedule for the Stormwater Facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed and comply with all federal, state, and local regulations relating to the disposal of material.

3. Inspection and Reporting. The Developer shall inspect the Stormwater Facilities and submit an inspection report annually and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, buffers, etc. Deficiencies shall be noted in the inspection report. A storage treatment basin will be considered inadequate if it is not compliant with all requirements of the approved Plan and City engineering standards set forth in **Exhibit B**.

4. City Access and Maintenance Rights.

A. The Developer hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The City shall provide the Developer, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary ("Inspection Report").

B. In the event the Developer, its successors and assigns, fails to maintain the Stormwater Facilities in good working condition acceptable to the City and such failure continues for 60 days after the City gives the Developer written notice of such failure, the City may enter upon the Property and take whatever steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs, including assessing the city's costs to the Developer's property taxes of such repairs, to the Developer, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of the Easement Area for the Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Developer agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences there from the

Stormwater Facilities. The Developer expressly agrees to defend and hold the city harmless from any such third-party claim.

5. **Grant of Easement.** Developer hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for the purpose of accessing and maintaining the Stormwater Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Area. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement to construct, reconstruct, inspect, repair, and maintain said private Stormwater Facilities together with the right to grade, level, fill, drain, pave, and excavate the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said private Stormwater Facilities systems.

6. **Reimbursement of Costs.** The Developer agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

7. **Indemnification.** This Agreement imposes no liability of any kind whatsoever on the City. The Developer hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Developer or the Developer's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Developer to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Developer shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Developer's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.

8. **Notice.** All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Developer: M/I Homes of Minneapolis/St. Paul, LLC
Attention: _____
3 Easton Oval, Suite 500
Columbus, Ohio 43219

To the City: City of North St. Paul
2400 Margaret Street
North St. Paul, Minnesota 55109
Attn: City Manager

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

199670v3

CITY OF NORTH ST. PAUL

By: _____
Mike Kuehn, Mayor

By: _____
Craig A. Waldron, City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Mike Kuehn and Craig A. Waldron respectively, the Mayor and City Manager, of the City of North St. Paul, a Minnesota municipal corporation, on its behalf.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
AMP/jmo

**EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Property

The land to which this Stormwater Maintenance Agreement applies is legally described as follows:

Outlots D and F, McKnight Townhomes, Ramsey County, Minnesota, according to the recorded plat thereof.

**EXHIBIT B
TO
STORMWATER MAINTENANCE AGREEMENT**

BMP Maintenance Requirements

Name & Location

Project Name: McKnight Townhomes

Address:

Legal Description: Outlots D and F, McKnight Townhomes

Site Data

Total Site Area: 10.0

Total Disturbed Area: 10.0

Total Undisturbed Area: 0.0

Impervious Area Before Construction: 4.9

Impervious Area After Construction: 5.5

BMP Information

BMP ID	Contributing Drainage Area	Northing/Easting
Basin 100P	3.14	N: 179306.78 E: 597958.66
Basin 200P	5.11	N: 179667.46 E: 598436.39

Routine Post-Construction Maintenance, Tasks and Inspection Schedule:

See Attached “Stormwater Maintenance Agreement Activities”

Inspection reports should be completed and kept on file with the Inspector or Owner. Reports should be kept for a minimum of five years.

**McKnight Townhomes
North St. Paul, Minnesota**

Maintenance of
On-Site Stormwater
Treatment Facilities

For

M/I Homes

November 19, 2018

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Introduction

It is critical that the staff responsible for maintaining the various treatment facilities become very familiar with the inspection schedule and methods of maintenance.

Sump Catch Basins

Sump catch basins are all storm drains having a sump pit below the outlet pipe of the catch basin structure allowing water to remain in the sump portion of the catch basin. Trash, debris and sediment entering the structure are captured by the sump and allowed to settle out for a brief period of time. Accumulation of pollutants requires regular cleaning of the structures.

Inspection

Trash, sediment and yard waste are the three most common pollutants that are captured in a sump catch basin structure. Visually inspect each sump catch basin twice per year for accumulation of debris. Depending on the amount of trash, debris and other pollutants that reach the storm drains, the frequency of inspection may need to be increased. If the sump is noticeably packed with garbage or sediment, the structure needs maintenance.

How to Maintain

Removing the grate and vacuuming the water and debris from the sump by using a vacuum truck should accomplish cleaning of the sump catch basin. Various vacuum truck services are available to accomplish this task.

When to Maintain

The sump catch basins should be cleansed out a minimum of twice per year – once at the end of spring thaw and once after fall when winterizing of landscaping and sweeping of yard debris has been completed before the onset of winter.

Neglect of Maintenance

Three prevalent problems may occur due to improper maintenance:

- Garbage and yard debris in the basins will decompose creating noxious odors.
- Large storms may wash all debris out of sump creating a load on downstream stormwater treatment facilities.
- Outlet pip may plug due to debris, causing restricted flow capacity of storm drainage system.

Rain Gardens

Rain gardens are small ponding areas planted with water and moisture-tolerant plant species. Stormwater is routed to these ponds for pollutant removal by the plants and by infiltration through the soil. Plants in these gardens with moderately deep root systems encourage percolation of the water through the top soil and subsoil.

Inspection

Inspection during the first six month of operation should be on a monthly basis and after every major storm event. After the first six months, inspections should occur at least twice per year. Depending on the occurrence and intensity of rainfall events and the amount of spring snowmelt, ideally the rain gardens should be inspected at least every other month. One of these inspections should occur during spring thaw (after soil has completely thawed) to assure the basin is draining properly. The other inspection should be after winterizing of landscaping is completed and before the onset of winter. Some inspection items include checking:

- Erosion in the basin. Is dirt eroding into the center of the basin? Is the outside of the basin eroding or encroaching on surrounding turf?
- Infiltration rate. Does water in the garden draw down within a day after a major storm has passed? Is there standing water in the pond? Too much moisture?
- Dead plant material.
- Sediment accumulation height.
- Drain tile. In the overflow catch basin, is there silt seeping out of the drain tile inlet?

How to Maintain

Ongoing maintenance of rain gardens includes normal landscape maintenance functions including trimming back dead stalks, removing dead material, weeding and pruning. Any dead plants or bushes removed from the garden should be replaced immediately to prevent soil erosion during the next rainfall. During dry periods, irrigation may be needed.

At the beginning of the spring growing season, clean out accumulated sediment with light equipment that will not compact the underlying soil. The best removal occurs when sediment at the bottom of the basin is dry enough so it is slightly cracked and may readily separate from the floor of the basin. At the end of the growing season in fall, accumulated sediment should be cleaned out in the same manner as during spring time. *The sediment should not be tilled back into the growing soil!*

The underlying soil should be tilled and vegetated should plant material need to be replaced in the basin. Spread mulch in the basin such as shredded leaves and woodchips. Mulch should be spread

thin and even over the bottom of the basin and around plant material. Be careful in placing mulch such that infiltration to underlying soil continues to occur.

Successive replacement and cleaning the sediment out of the basin on a regular basis will increase the infiltration life of the basin and avoid major renovations of the basin. Major renovations of the basin may include replacement of the sandy topsoil layer, and replacement of plant material.

When to Maintain

- Pruning, weeding, trimming, and mowing operations should be ongoing during the growing season to control growth.
- Twice per year, the garden should be tilled and soil turned over before annuals are planted in spring and after annuals and perennials have died back in the fall. Accumulated sediment and any accompanying de-icing salts should be cleaned out when dry before tilling. Dead stalks should be trimmed back during the springtime. In fall, if there is a large amount of dead material, then trimming should occur at that time. Leaves may be placed over the perennials for protection. Extra leaves should be cleaned out of the garden.
- Sediment loads on individual rain gardens will vary. High sediment loads are anticipated in any rain garden that is accepting street and parking lot runoff. Sediment should be cleaned out once in the spring and fall, or more frequently if needed.
- Rain gardens must be replaced if there is poor drainage or frequent diebacks. This may occur once every 6 years for rain gardens accepting runoff from paved surfaces due to high sediment loads. Other rain gardens without the high sediment loading may require replacement in 6 to 10 years.

Neglect of Maintenance

- Overgrowth and dead foliage on the floor of the rain garden will inhibit new growth, infiltration and aeration of the soil. Decomposition of these materials may make the soil acidic, and may require lime treatments.
- Over-accumulation of sediment in the basin and lack of cleaning may also inhibit new growth and promote erosion. De-icing salts accompanying sediment may inhibit growth of the garden.
- If over-accumulation of sediment occurs, the capacity of the rain garden to filter out sediment and phosphorus is compromised, causing sediment loading and higher maintenance costs of downstream stormwater treatment devices in the system.

Stormwater Quality Treatment Pond

The main function of the treatment pond is to treat pollutants from hard surface area runoff and provide stormwater rate control prior to discharge off the site.

Inspection and Maintenance Items

- The pond and outlet structure should be visually inspected for collection of debris and garbage. Debris in the pond should be cleaned out on an annual basis, or more regularly if necessary, to prohibit clogging.
- The pond should be drained once every five (5) years to inspect the clay pond lining for punctures and to check sediment accumulation.
- Cleaning and servicing operations should be careful not to puncture the clay pond lining.
- Plants surrounding the pond should be routinely maintained with the rest of the landscaping on the site. Non-phosphorus fertilizer should be used if fertilizer is needed.

Neglect of Maintenance

- Sediment that accumulated in the pond that is not cleaned out as suggested will decrease the pollutant removal efficiency, decrease the water depth, and may result in stagnant water.

Grass Swales

Grass swales are incorporated as part of the site grading and drainage and are important for treating and conveying overland stormwater flow to rain gardens or catch basins. Grass swales treat water by impeding overland flow and encouraging infiltration into the ground. The greenery also accommodates phosphorus uptake.

Maintenance

- Ongoing maintenance during the growing season, such as mowing and watering, are needed.
- Fertilize as necessary using a non-phosphorus fertilizer.
- Inspect any wet areas and assure that no soil erosion is occurring due to bare spots in the grass. Inspect any other areas where concentrated flow exists to assure turf root systems are anchored to the soil.
- Remove trash and debris from the swale as necessary.

Neglect of Maintenance

- Erosion of soils into storm sewer system and unnecessary silting of rain gardens may occur, causing increased expense for maintenance on downstream treatment facilities.
- Accumulation of sediment may inhibit growth of turf.

Maintenance and Inspection Summary Table

Stormwater Management Facility	Inspections	Inspection Frequency	Maintenance Practice	Maintenance Frequency
Sump Catch Basins	Remove Grate, Visually inspect amount of trash/sediment collected.	4 times per year – once per season.	Vacuum Truck	Late Fall Early in Spring as needed.
Rain Gardens	Visually inspect amount of sediment/trash collected, for erosion in basin, dead plants and rate of water draw down after major storms.	Monthly for first 6 months of operation, then every other month thereafter.	Pruning, trimming, weeding, replacement of plants.	Ongoing during growing season.
			Tilling of soil, removal of sediment.	Once in fall and once in spring yearly.
			Replacement of rain garden.	Poor drainage or frequent diebacks. Once every 6 years with heavy sediment loading.
Stormwater Quality Treatment Pond	Visual inspection of outlet structure.	Once in fall and once in spring yearly.	Straining of garbage and debris from pond and around outlet structure.	At least once yearly and as needed.
			Repair impervious bottom.	As needed.
	Visual inspection of landscaping.	Ongoing during growing season.	Normal landscape maintenance.	Ongoing during growing season.
	Visual inspection of impervious pond bottom.	Once every 2 years.	Vacuum truck for collected sediment	Once every 5 years.
Grass Swales	Visual inspection for wet areas, dead turf, erosion. Clean out collected trash,	Ongoing during maintenance operations.	Fertilizing, mowing, watering, replacing turf.	Ongoing as needed.

Signature Page

RESPONSIBLE PARTY/COMPANY (PRINTED):_____

NAME (PRINTED):_____

SIGNATURE:_____

DATE:_____

**MORTGAGE HOLDER CONSENT
TO
STORMWATER MAINTENANCE AGREEMENT**

_____, a _____, which holds a mortgage on the subject property, the development of which is governed by the foregoing Stormwater Maintenance Agreement, agrees that the Stormwater Maintenance Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this ____ day of _____, 2018.

By: _____

_____ [print name]

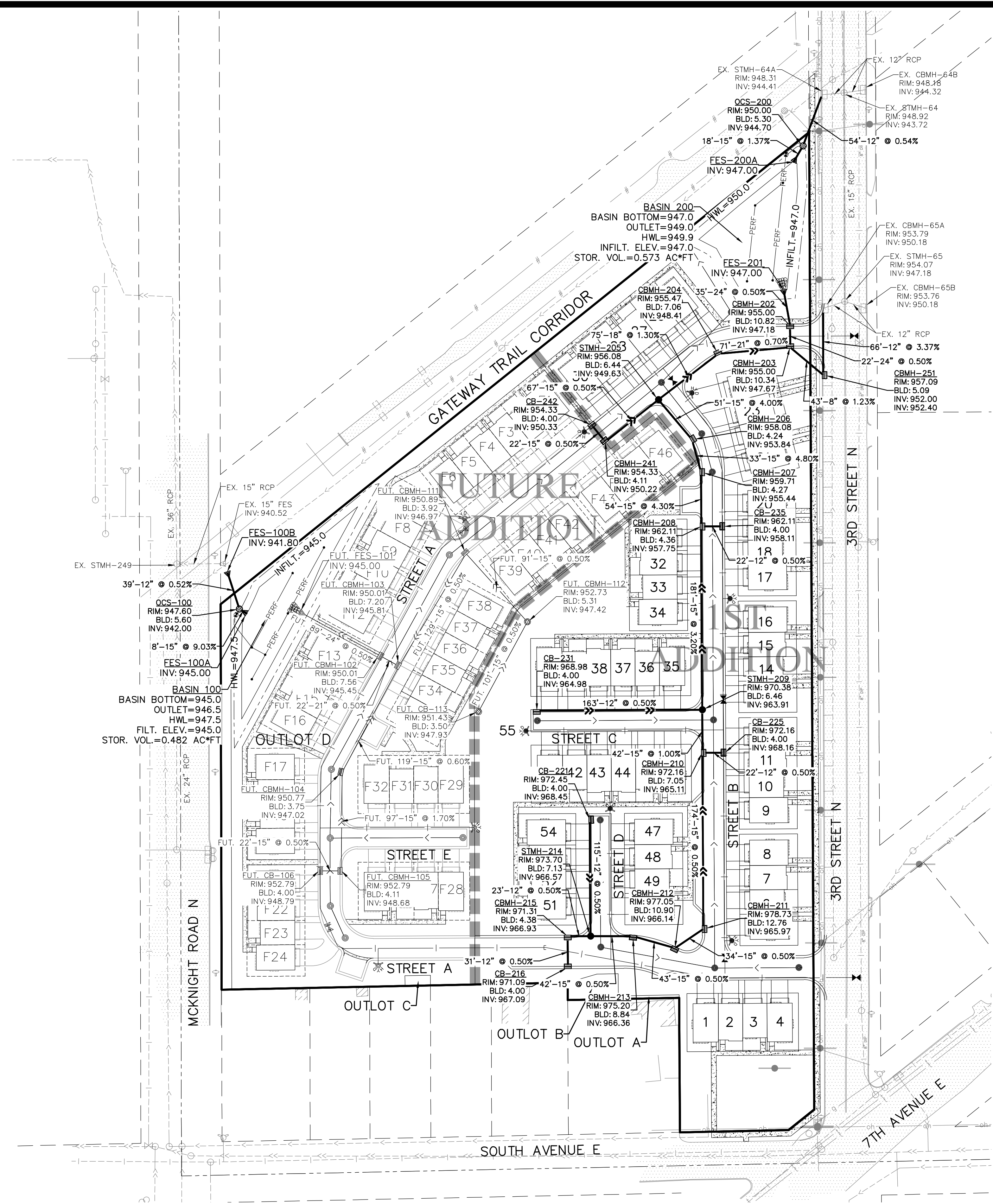
Its _____ [title]

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

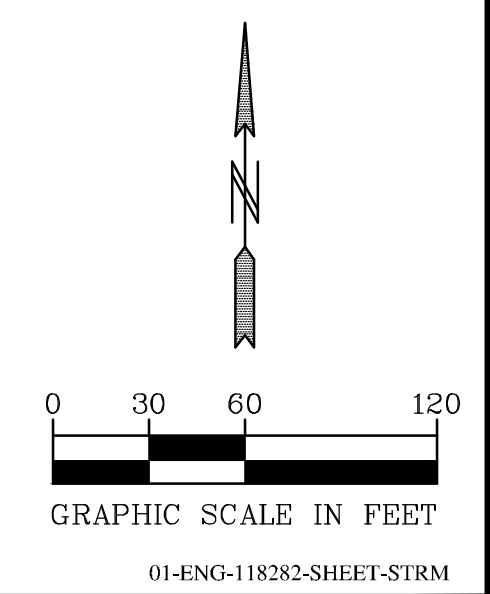
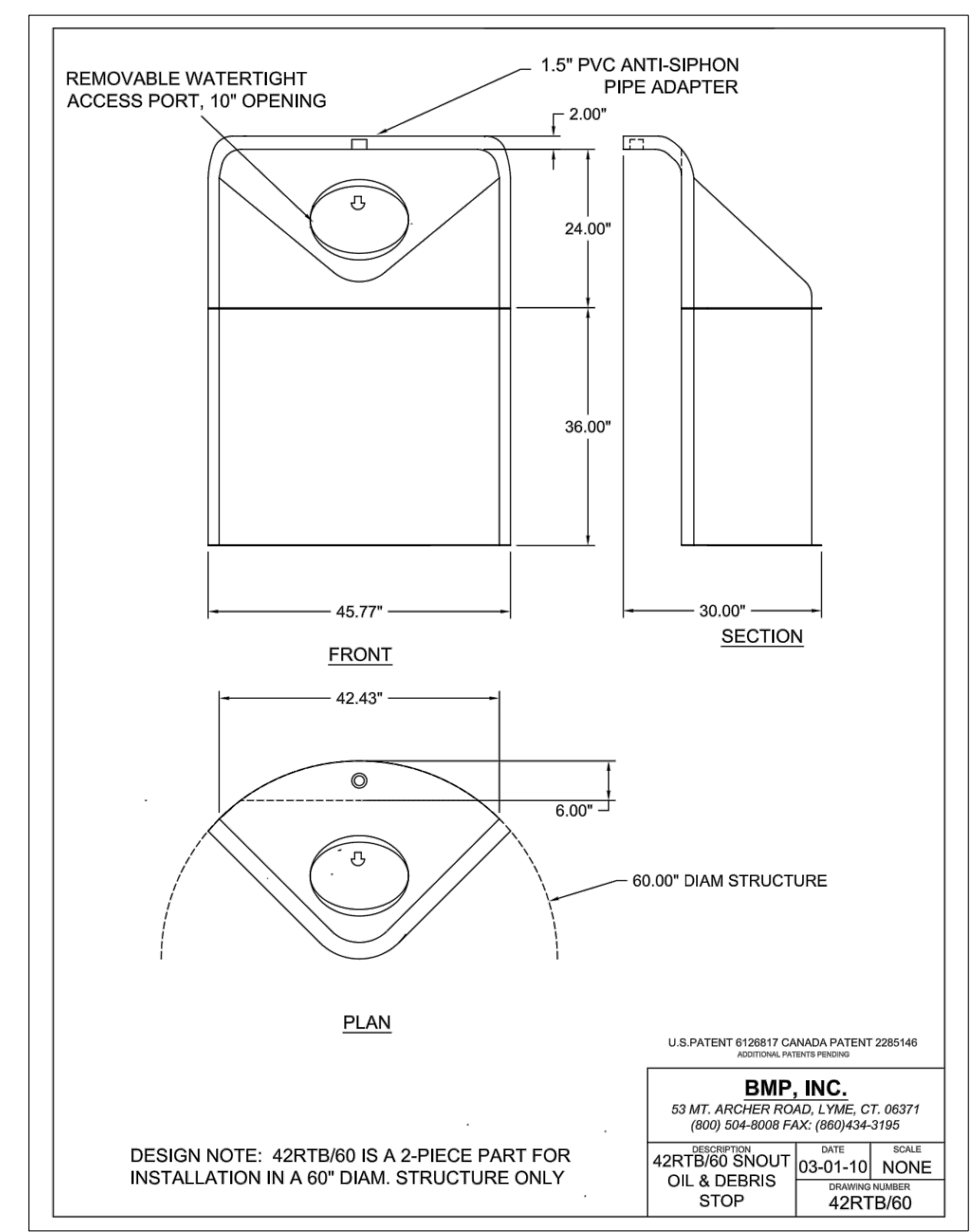
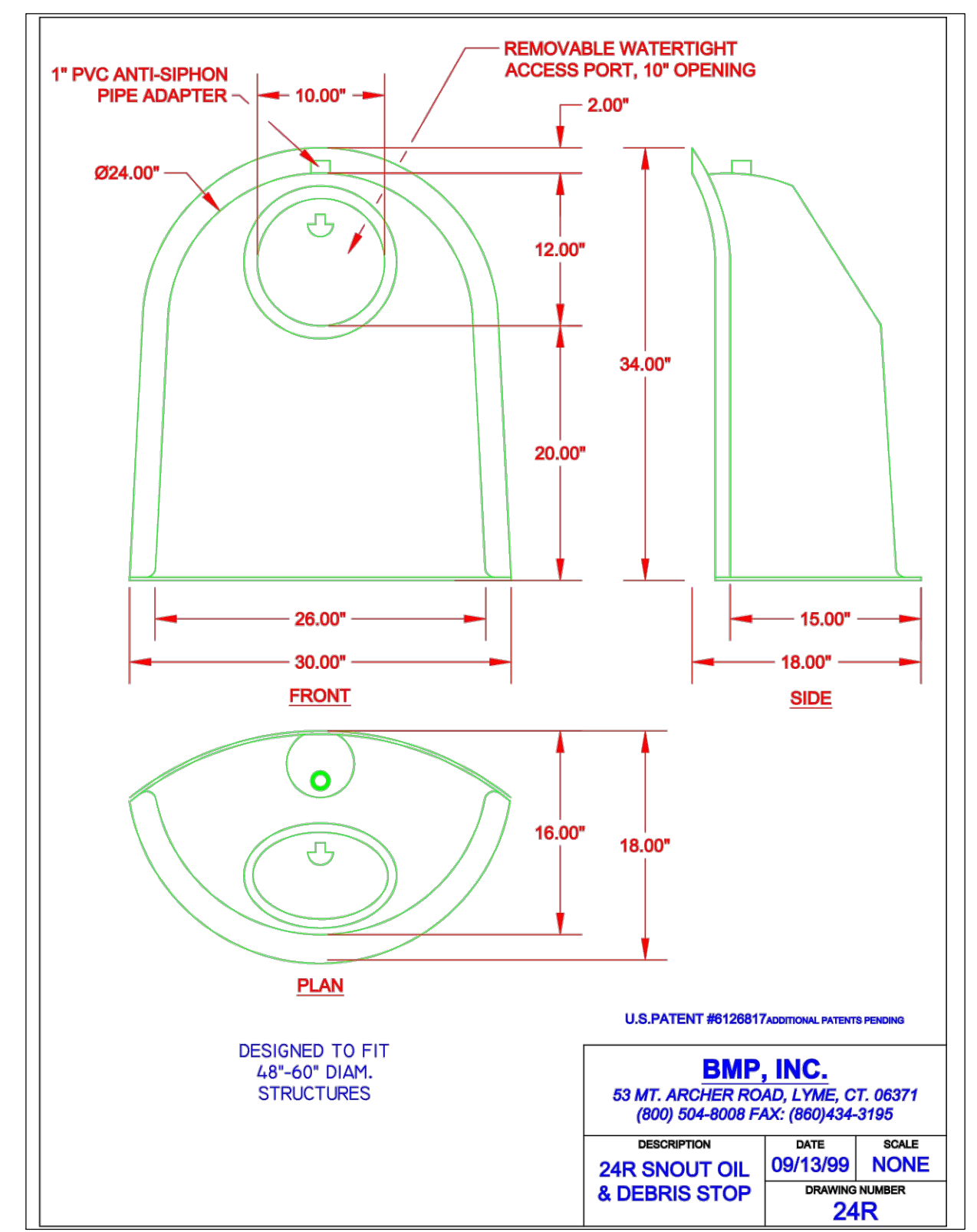
The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of _____, a _____, on behalf of said entity.

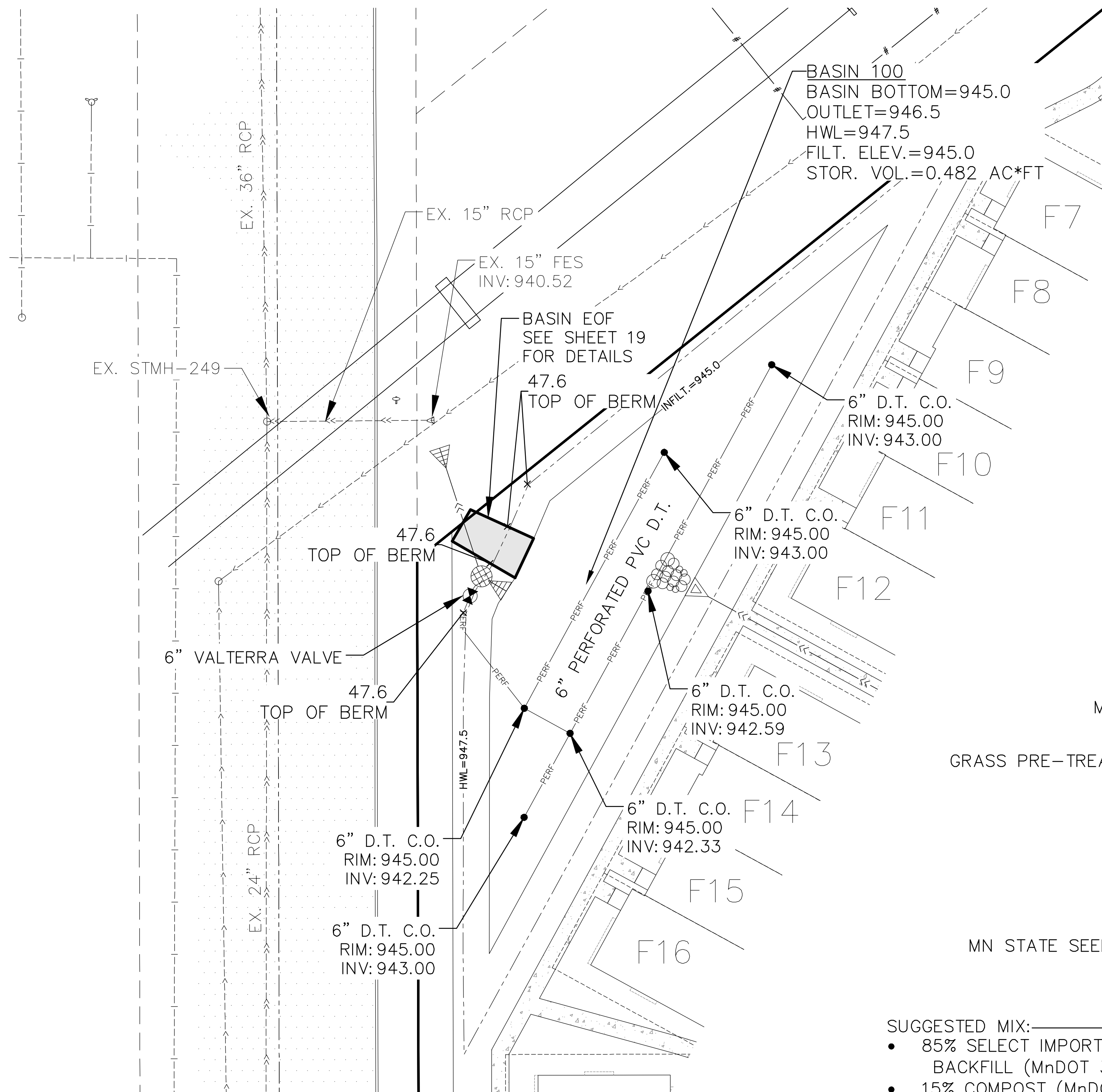
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
AMP/jmo



- STORM SEWER NOTES:**
1. ALL PROPOSED STORM SEWER R.C.P. UNLESS OTHERWISE NOTED
 2. SEE SHEET 17 FOR BASIN DETAILS FOR BASIN 100
 3. SEE SHEET 18 BASIN DETAILS FOR BASIN 200
 4. SEE SHEET 19 FOR OUTLET CONTROL STRUCTURE DETAILS
 5. CBMH-102, CBMH-202 WILL BE FITTED WITH 42RTB SNOUT
 6. CBMH-251 WILL BE FITTED WITH 24R SNOUT





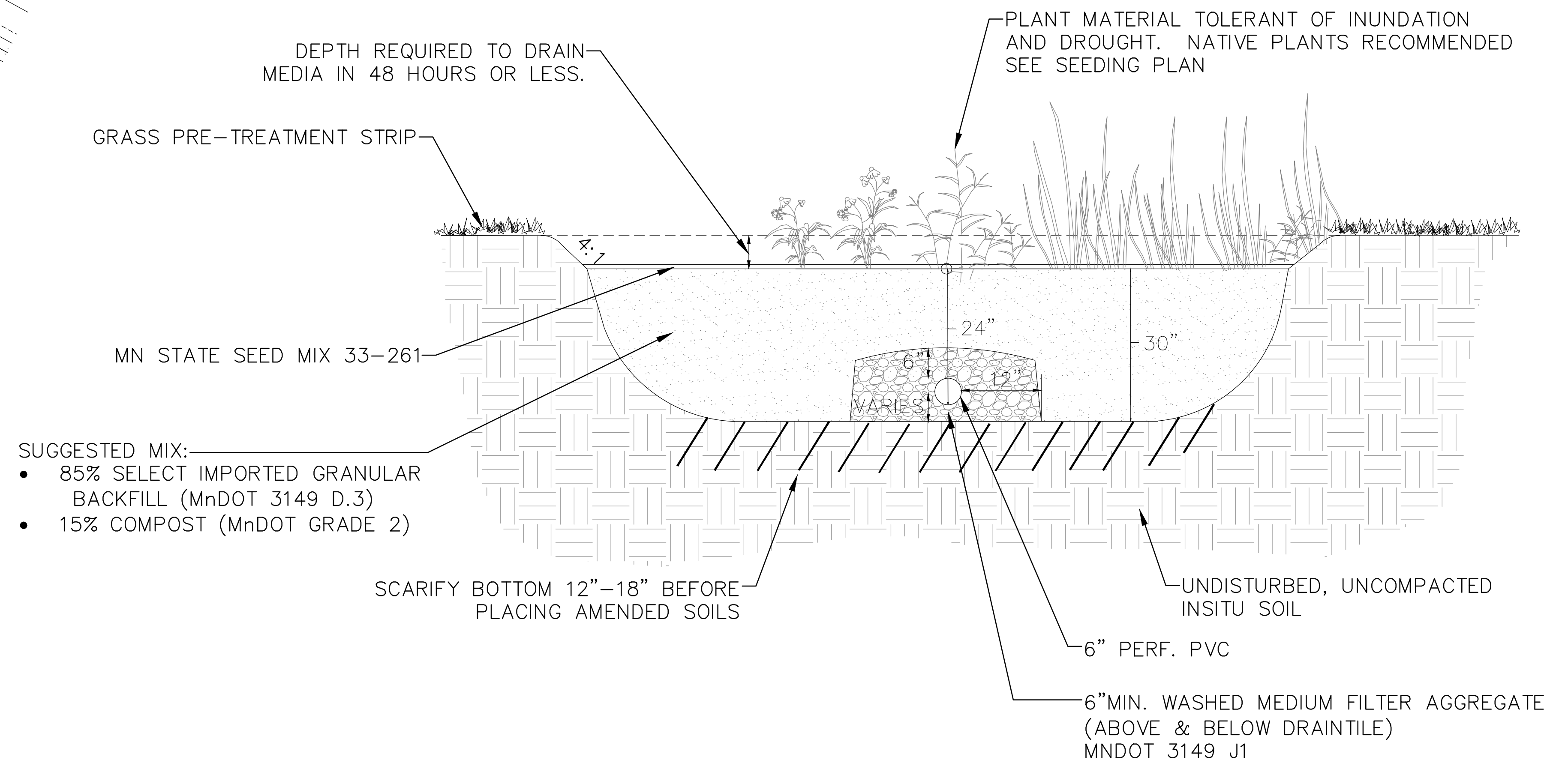
FILTRATION BASIN CONSTRUCTION NOTES

CONSTRUCTION SEQUENCING

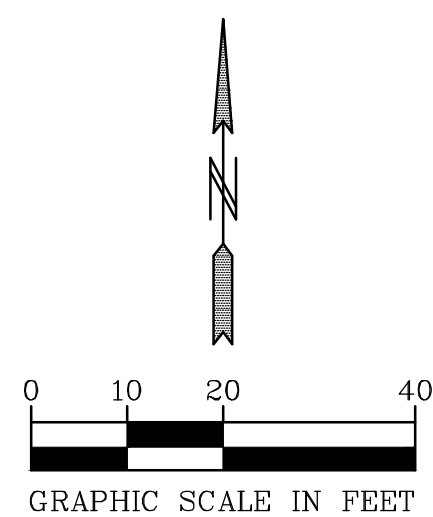
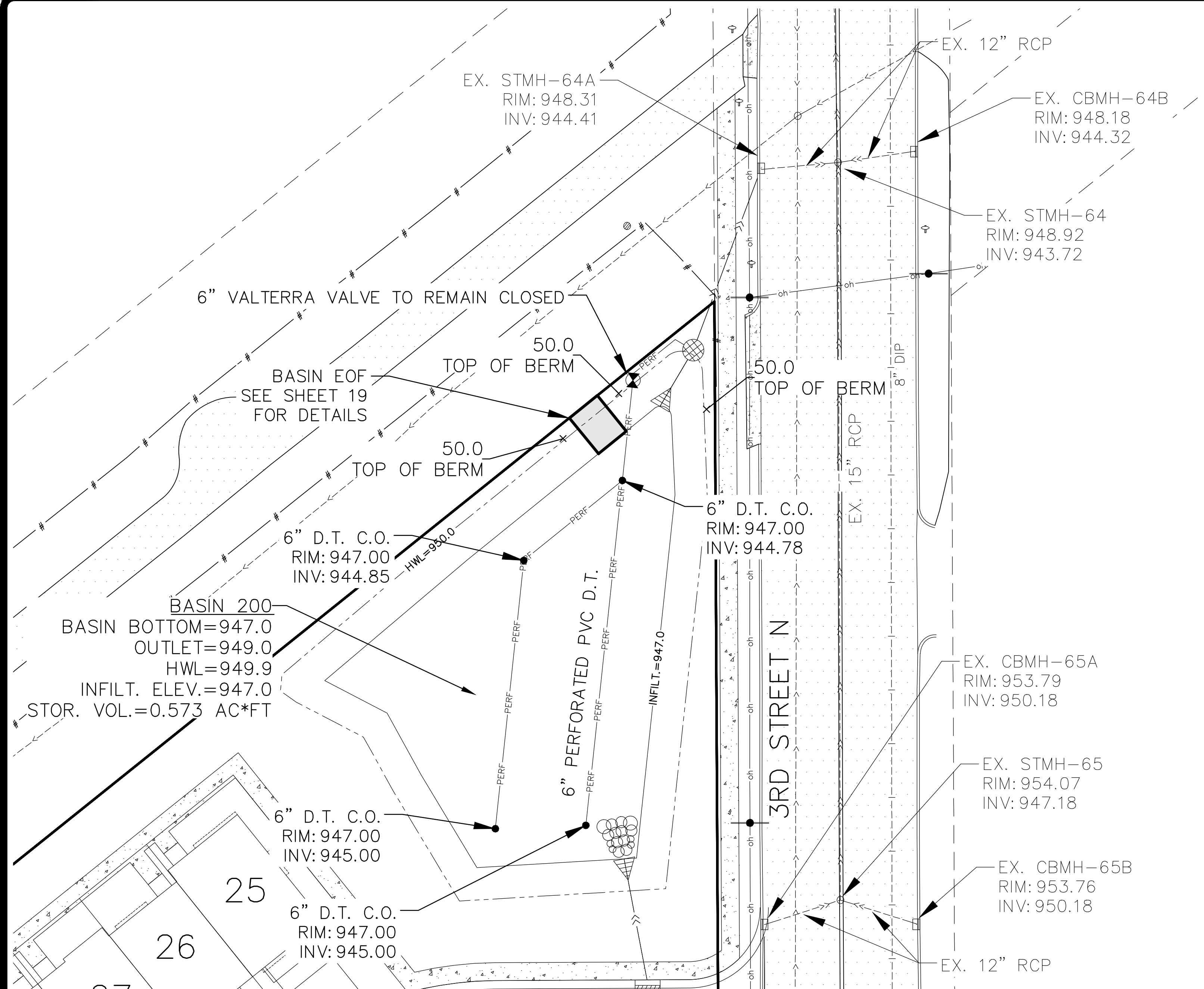
1. INSTALL SILT FENCE AND/OR OTHER APPROPRIATE EROSION CONTROL DEVICES TO PREVENT SEDIMENT FROM LEAVING OR ENTERING THE PRACTICE DURING CONSTRUCTION.
2. ALL DOWN-GRADIENT PERIMETER SEDIMENT CONTROL BMPs MUST BE IN PLACE BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITY BEGINS.
3. PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES.
4. INSTALL UTILITIES (WATER, SANITARY SEWER, ELECTRIC, PHONE, FIBER OPTIC, ETC) PRIOR TO SETTING FINAL GRADE OF RETENTION DEVICE.
5. ROUGH GRADE THE SITE. DO NOT USE RETENTION AREA AS TEMPORARY SEDIMENT BASINS.
6. PERFORM ALL OTHER SITE IMPROVEMENTS.
7. SEED AND MULCH ALL AREAS AFTER DISTURBANCE.
8. CONSTRUCT RETENTION DEVICE UPON STABILIZATION OF CONTRIBUTING DRAINAGE AREA.
9. IMPLEMENT TEMPORARY AND PERMANENT EROSION CONTROL PRACTICES.
10. PLANT AND MULCH RETENTION DEVICE.
11. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE CONTRIBUTING DRAINAGE AREA IS ADEQUATELY VEGETATED.

GENERAL NOTES

1. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM THE PRACTICE PRIOR TO CONTINUING CONSTRUCTION.
2. GRADING OF RETENTION DEVICES SHALL BE ACCOMPLISHED USING LOW-COMPACTION EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF UNDERLYING SOILS.
3. ALL SUB MATERIALS BELOW THE SPECIFIED BIORETENTION DEPTH (ELEVATION) SHALL BE UNDISTURBED, UNLESS OTHERWISE NOTED.



FILTRATION BASIN 100 CROSS SECTION



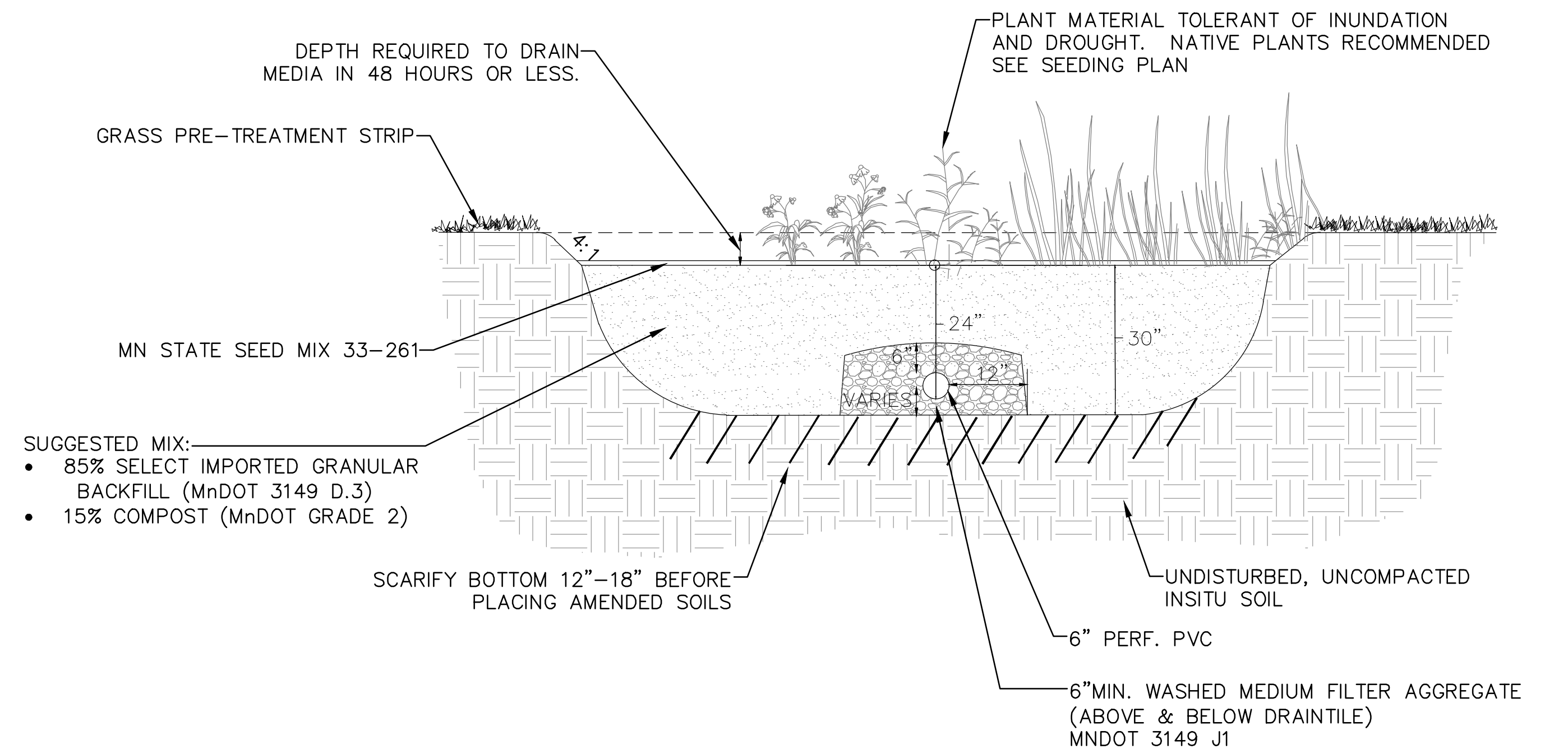
(IN)FILTRATION BASIN CONSTRUCTION NOTES

CONSTRUCTION SEQUENCING

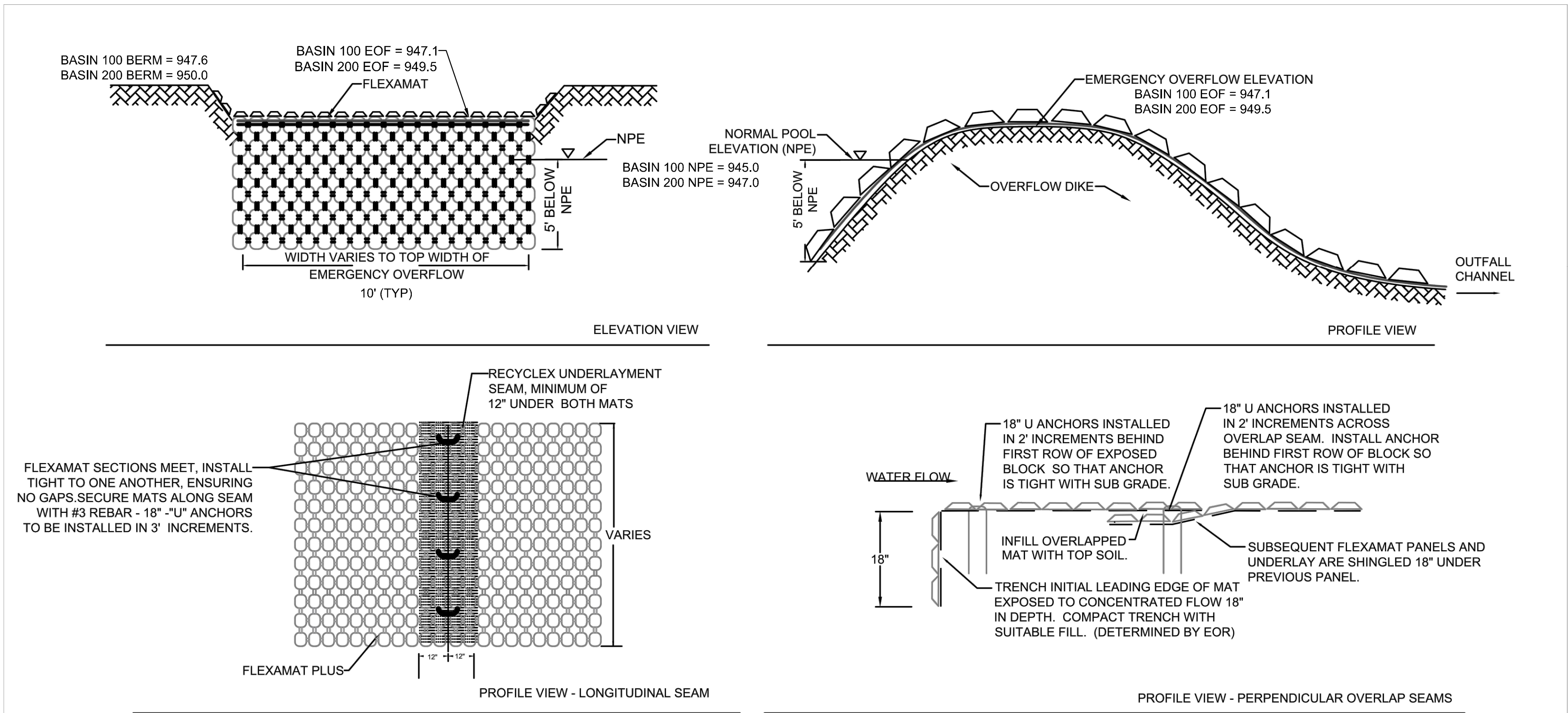
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GENERAL NOTES

1. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM THE PRACTICE PRIOR TO CONTINUING CONSTRUCTION.
2. NO EXCAVATION EQUIPMENT SHALL BE USED WITHIN THE RETENTION BASINS. BASINS MUST BE EXCAVATED BY AN EXCAVATOR LOCATED OUTSIDE OF THE BASIN. SOIL MEDIA MUST BE PLACED BY AN EXCAVATOR LOCATED OUTSIDE OF THE BASIN AND HAND SPREAD.
3. ALL SUB MATERIALS BELOW THE SPECIFIED BIORETENTION DEPTH (ELEVATION) SHALL BE UNDISTURBED, UNLESS OTHERWISE NOTED.
4. CONTRACTOR TO NOTIFY CITY WATER RESOURCE SPECIALIST 24 HOURS PRIOR TO PLACEMENT/BACKFILLING OF FILTRATION SOIL MEDIA, TO ARRANGE AND CONDUCT INSPECTION.



INFILTRATION BASIN 200 CROSS SECTION



FLEXAMAT® INFORMATION

Manufacturer: Motz Enterprises, Inc.
Product Name: Flexamat®
Address: 3153 Madison Road
Cincinnati, Ohio 45209
Telephone: 513-772-MOTZ (6689)
Fax: 513-772-6690
Email: Info@Flexamat.com
Website: www.Flexamat.com

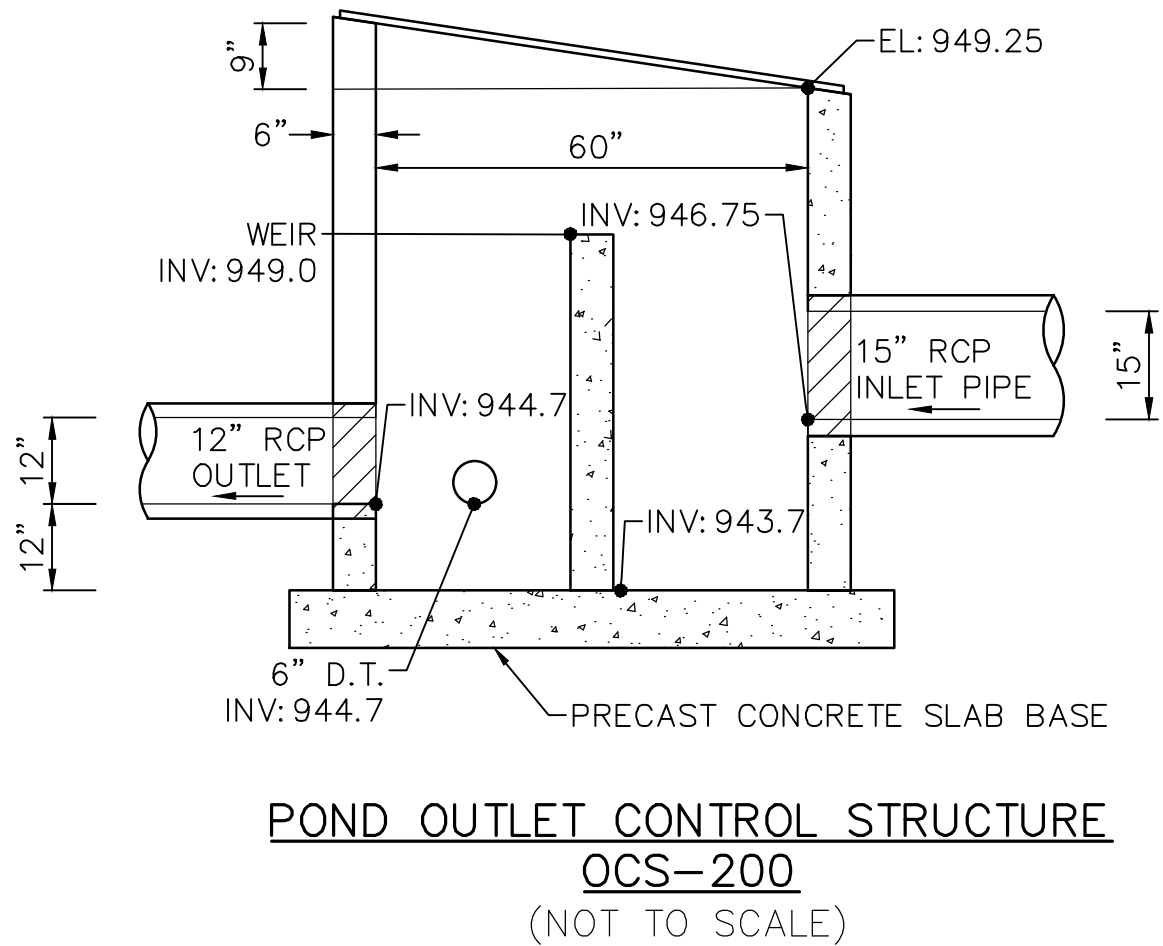
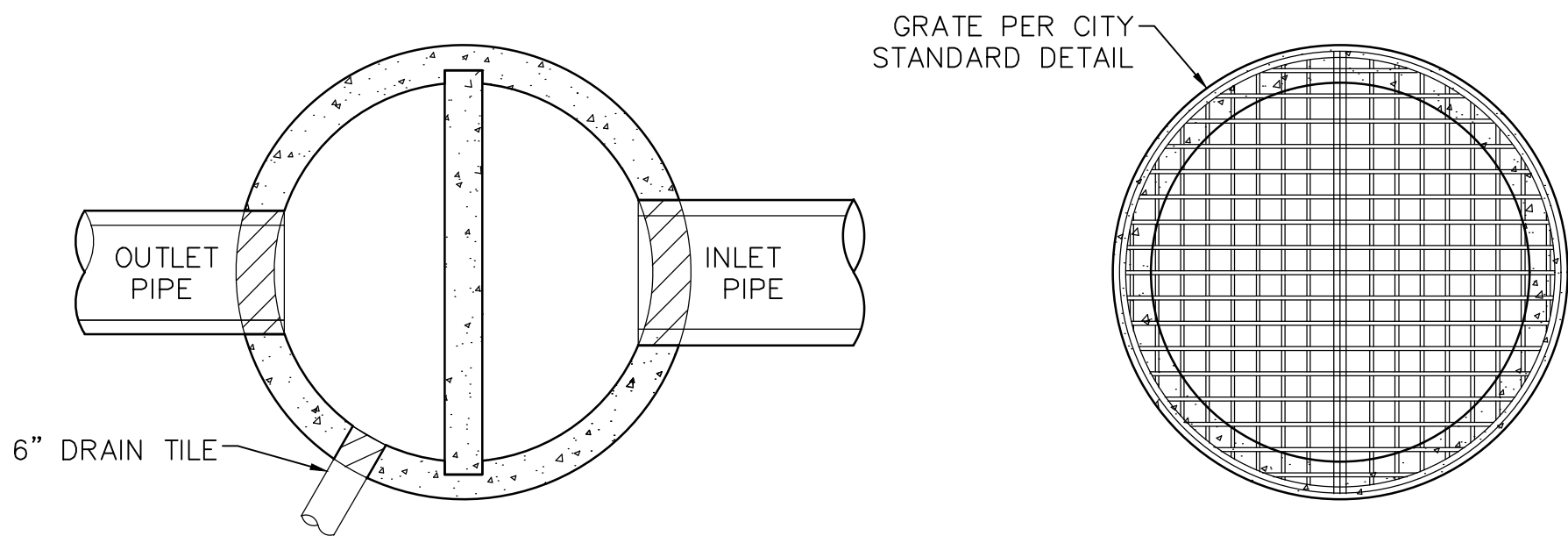
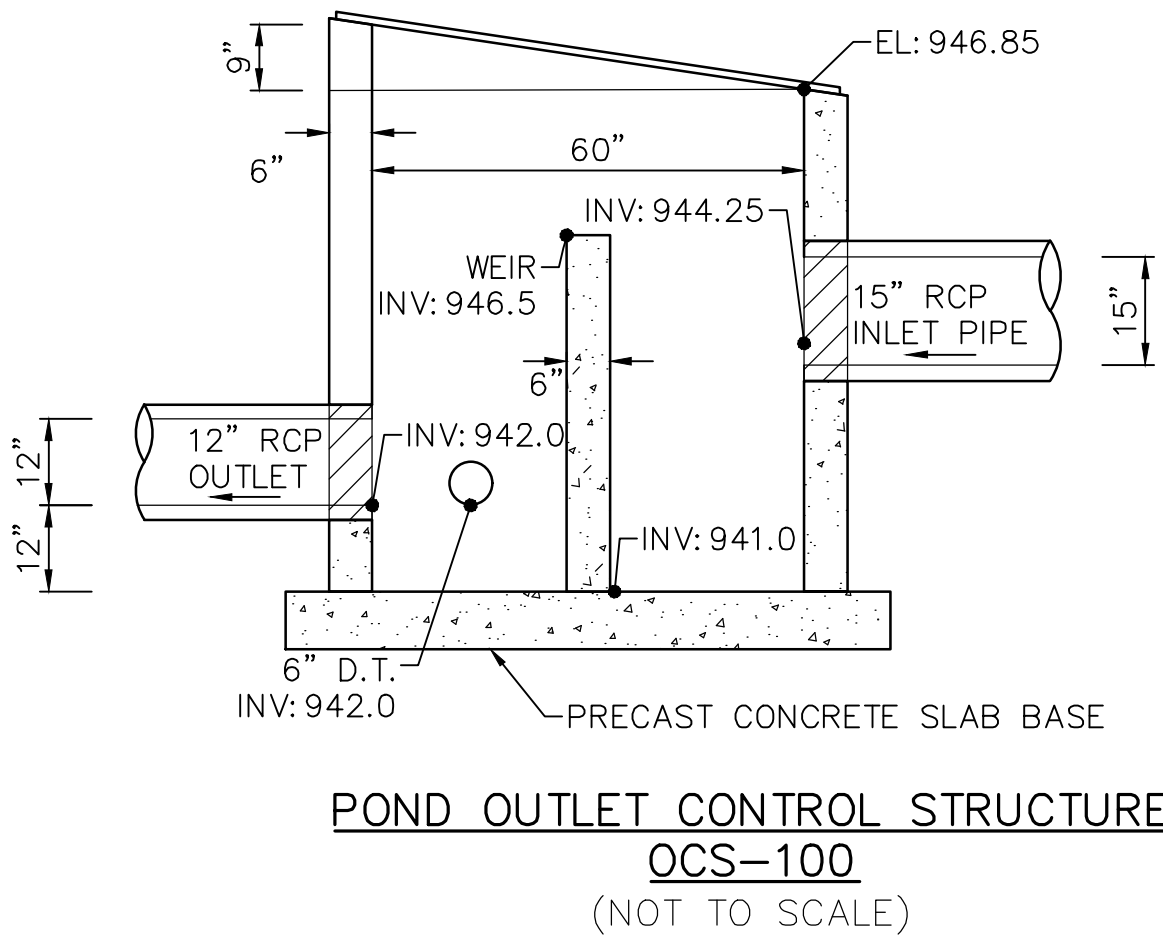
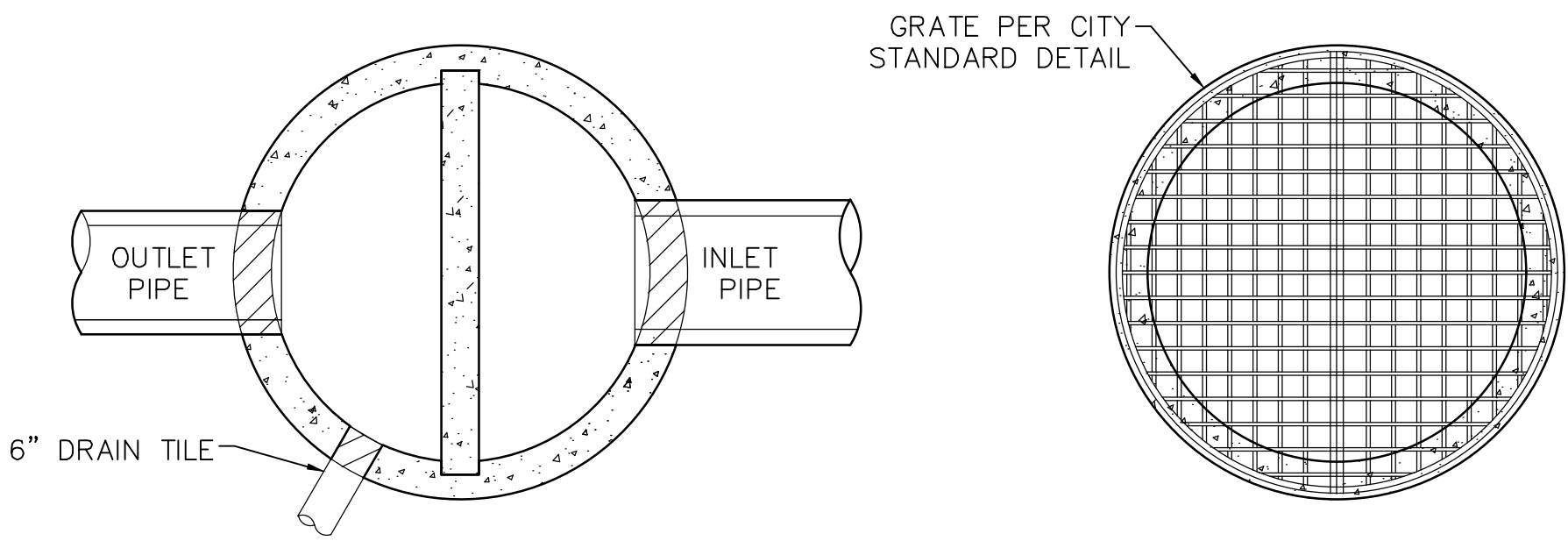
CONSTRUCTION NOTES

1. ALL SUBGRADE SURFACES PREPARED FOR PLACEMENT OF MATS SHALL BE SMOOTH AND FREE OF ALL ROCKS, STICKS, ROOTS, OTHER PROTRUSIONS, OR DEBRIS OF ANY KIND. THE PREPARED SURFACE SHALL PROVIDE A FIRM UNYIELDING FOUNDATION FOR THE MATS WITH NO SHARP OR ABRUPT BREAKS IN THE GRADE.
2. APPLY SEED DIRECTLY TO PREPARED SOIL PRIOR TO FLEXAMAT INSTALLATION. USE SEED PER PROJECT SPECIFICATIONS.
3. INSTALL FLEXAMAT ROLLS. MAT SHALL EXTEND 5' BELOW NORMAL POND ELEVATION. (FOR EMERGENCY OVERFLOW INSTALLATIONS EXTEND THE MAT 3' DOWN THE INSIDE FACE OF THE OVERFLOW DIKE.)
 - 3.1. FOR WIDTHS WIDER THAN 16', INSTALL MATS ADJACENT TO ONE ANOTHER. BRIDGE LONGITUDINAL SEAM WITH RECYCLEX® UNDERLAYMENT. A MINIMUM OF 12" OF TRM SHALL BE UNDER EACH MAT AND DIRECTLY AGAINST THE SUBGRADE.
 - 3.2. FLIP FLEXAMAT SECTIONS BACK INTO PLACE SO THAT THEY FIT TIGHTLY.
 - 3.3. SECURE SEAM BY INSTALLING 18" U-ANCHORS IN 3' INCREMENTS THE LENGTH OF THE LONGITUDINAL SEAM. U-ANCHORS CONSIST OF #3 REBAR, SHAPED INTO A U WITH 18" LEGS.
4. IF ADDITIONAL SECTIONS ARE REQUIRED FOR LENGTH OF CHANNEL, OVERLAP THE DOWNSTREAM SECTION 18" WITH UPSTREAM SECTION OF MAT. PRIOR TO INSTALLING OVERLAP, FLIP UPSTREAM MAT BACK 24". EXCAVATE 2.25" OF SOIL 18" FROM END OF UPSTREAM MAT. DOWNSTREAM SECTION IS LAID IN THE SHALLOW TRENCH. LIGHTLY SPREAD TOPSOIL OVER INITIAL EDGE. FLIP END OF UPSTREAM MAT OVER THE SOIL COVERED INITIAL LEADING EDGE OF DOWNSTREAM MAT.
5. INSTALL 18" U-ANCHORS IN 2' INCREMENTS ACROSS THE OVERLAP.
6. AT THE END OF THE ARMORED CHANNEL, EMBED THE MAT 18" IN A TERMINATION TRENCH. FILL AND COMPACT TERMINATION TRENCH WITH SUITABLE FILL.

**FLEXAMAT® OVERFLOW
PLAN AND PROFILE DETAIL**



NOTE:
USE FLEXAMAT PRODUCT OR APPROVED EQUAL



CITY OF NORTH ST. PAUL

RESOLUTION NO. 2018-xxx

**RESOLUTION APPROVING A PLANNED UNIT
DEVELOPMENT, FINAL PLAT, DEVELOPMENT
CONSTRUCT/PLANNED UNIT DEVELOPMENT
AGREEMENT, AND STORMWATER MAINTENANCE
AGREEMENT FOR THE ANCHOR BLOCK
DEVELOPMENT LOCATED SOUTH OF THE
GATEWAY TRAIL BETWEEN MCKNIGHT ROAD AND
3RD STREET N.**

WHEREAS, the City of North St. Paul (“City”) has received a Planned Unit Development application from Lauren Grouws of M/I Homes, 5354 Parkdale Dr. Suite 100, St. Louis Park, MN 55416, as an agent for the owners of the parcel, City of North St. Paul and Anchor Crossing LLS, at property located south of the Gateway trail between McKnight Road and 3rd Street N. in the MU-3, Corridor Mixed Use District and;

WHEREAS, the proposal includes 100 owner-occupied townhome units to be constructed in two phases; and,

WHEREAS, the proposed site is approximately 8.6 acres and is legally described as follows:

Lots 1 and 20, Block 3, North 81. Paul Proper, except that part of said Lot 1 taken for McKnight Road widening.

Those parts of Lots 2, 3, 4, 21 and 22, Block 3, North St. Paul Proper, lying Northerly and Northwesterly of Tract A, Registered Land Survey No. 52, except that part of Lot 4 taken for McKnight Road widening.

Those parts of Lots 1, 2, 3 and 4, Block 1, North St. Paul Land Company's Re-arrangement of Lot 10 through 19, inclusive, of Block 3, and Lots 2 through 23, inclusive, of Block 6, North St. Paul Proper, lying Northerly and Northwesterly of Tract A, Registered Land Survey No. 52.

Those parts of Lots 20, 36, 37 and 38, Block 1, North 81. Paul Land Company's Re-arrangement of Lots 10 through 19, inclusive, of Block 3 and Lots 2 through 23, inclusive, of Block 6, North 81. Paul Proper, lying Northerly and Northwesterly of a line running parallel with and distant 80 feet Southeasterly of the Southeasterly line of Minneapolis, St. Paul and Sault Ste. Marie Railway Company 's right-of-way, said Southeasterly line being a line running Northeasterly at an angle of 51 degrees 23 minutes 30 seconds to the West line of Section 12, Township 29, Range 22, from a point on said West line distant 532.16 feet North of the Southwest corner of said Section 12.

Except that part of Lots 1 and 4, Block 3, North St. Paul Property, as shown in Parcel 349 on Minnesota Department of Transportation Right of Way Plat No. 62-36 as the same is on file and of record in the office of the Registrar of Titles for Ramsey County, together with all right of access as shown on said plat by the access control symbol

Together With:

Tract A, Registered Land Survey No. 52, except that part lying South of the extended North line of Tracts B, C, D and E, Registered Land Survey No. 52 and West of a line drawn parallel to and 100 feet West of the most Easterly line of Tract A.

Except that part of Tract A, Registered Land Survey No. 52, shown as Parcel 349 on Minnesota Department of Transportation Right of Way Plats Numbered 62-36, as the same is on file and of record in the office of the Registrar of Titles in and for Ramsey County, Minnesota, together with all right of access as shown on said plat by the access control symbol.

Together With:

Lot 20, except that part thereof embraced within the plat of Edstrand's Rearrangement, and Lots Twenty-three {23} to Thirty-eight (38), inclusive, in Block One (1) of the North St. Paul Land Company's Rearrangement of Lots 10 to 19, inclusive, of Block 3 and Lots 2 to 23, inclusive, of Block 6, of North St. Paul Proper, Ramsey County, Minnesota, except that part of Lot 20 and Lots 36, 37 and 38 in said Block 1, lying Northerly and Westerly of a line drawn parallel to and distant 60 feet from the center line of the right of way of the Minneapolis and St. Paul Suburban Railroad Company and Southeast thereof, same being 2 strips of land each 40 feet in width along the right of way and adjacent thereto, all measurements being made at right angles to said right of way, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County.

Together With:

Lots 1 and 2, Edstrand's Rearrangement, Ramsey County, Minnesota, together with that part of the vacated alley accruing thereto by reason of the vacation thereof;

AND

Lot 22, Block 1, The North St. Paul Land Company's Re-arrangement of Lots 10 to 19 (inclusive) of Block 3 and Lots 2 to 23 (inclusive) of Block 6 of North St. Paul Proper, Ramsey County, together with that part of the vacated alley accruing thereto by reason of the vacation thereof.

Ramsey County, Minnesota
Abstract Property; and,

WHEREAS, the applicant provided application materials compliant with the City's PUD and Final Plat application requirements; and,

WHEREAS, the applicant has submitted a Final Plat for the development meeting all city code requirements compliant with City Code Section 153.21 and 153.22, and is consistent with the Comprehensive Plan; and,

WHEREAS, the Planned Unit Development proposal appears to meet all city code requirements compliant with City Code Section 154.008 (C), and is consistent with the

Comprehensive Plan; and,

WHEREAS, the Preliminary Plat approval was conditioned upon execution of a Stormwater Management agreement; and

WHEREAS, a Planned Unit Development Agreement and Stormwater Management Agreement have been drafted and attached to this resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, the requests for Final Planned Unit Development approval, Final Plat approval, approval of a Development Contract/Planned Unit Development Agreement and approval of a Stormwater Maintenance agreement located on property described herein is hereby granted according to the plans reviewed by the City Council.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that these approvals are conditioned on the following:

1. Final construction documents and specifications and SWPPP shall conform to all previous comments and conditions by the City Engineer.
2. All utilities (including electric and cable services) shall be installed underground
3. Conformance with building height requirements (5 stories or 55 feet maximum) will be verified at the time of building permit application.
4. Final hydrant locations and private drive phased road terminations for fire access shall be approved by the Fire Chief on final construction documents.
5. Developer shall submit a traffic control/detour plan for utility work on Third Street and a haul route plan, which are subject to review and approval by the City Engineer prior to issuance of permit for such utility work.
6. Private streets within the development shall be posted for no on-street parking, other than the dedicated visitor parking stalls.
7. The applicant is responsible for and shall provide copy of all applicable permitting for the project prior to grading permit (mass grading) and/or building permit issuance, including but not limited to RWMWD and Minnesota Pollution Control Agency (MPCA) NPDES stormwater construction, MPCA/Metropolitan Council sanitary sewer extension, Minnesota Department of Health watermain extension permits, DNR dewatering permits, work within DNR right of way, and any other regulatory agency as applicable for project construction with copies provided to the city and on file prior to permit issuance and the start of construction.
8. City Standard Plates and General Specifications shall supersede all submitted details and specifications for work within the right of way and for public infrastructure.
9. Joint trench installation for City Electric, gas, telecom, and any other private utilities shall be coordinated by the developer. Separate installations by individual utility owners will not be allowed.
10. Outlots A, B and C of the Plat are retained by the Developer to be conveyed to the immediately abutting property owners of the Plat. If Outlots A and B are not conveyed to the abutting property owners by December 31, 2019, Developer shall convey the respective Outlot to the Homeowners Association and treated similarly as Lot 55, Block 1 of the Plat under the Homeowners Association documents. If Outlot C is not conveyed to the abutting property owner by December 31, 2019, the Developer will immediately combine Outlot C with

Outlot D as a single tax parcel with the County.

ADOPTED this 4th day of December, 2018.

Motion by Council Member

Second by Council Member

Voting:

Aye:

Nay:

Abstain:

Absent:

Michael R. Kuehn, Mayor

Attest:

Craig Waldron, City Manager

Agenda Information Memorandum
North St. Paul City Council Meeting
December 4, 2018

FROM THE OFFICE OF THE COMMUNITY DEVELOPMENT DIRECTOR

Agenda Placement: City Business Action Items and Recommendations

Subject: Creation of TIF Soils Condition District 4-7 (Anchor Block South Redevelopment Project) and Related Development Contracts/Agreements

To the Honorable Mayor and City Council:

Background Facts:

- Inland Development Partners plans to sell the southern parcel of the former Anchor Block property to MI Homes. MI Homes is proposing to redevelop the southern parcel into a 100 unit residential townhome neighborhood called McKnight Townhomes.
- MI Homes has determined that a financial gap exists, due to excess soil remediation development site costs, requiring the use of tax increment financing to make the project financially feasible.
- MI homes has provided the city relevant information demonstrating the need for, and “but-for” test justification for, the use of “pay-as-you-go” tax increment financing in the amount of \$3.05 million.
- Springsted Incorporated, the City’s financial/TIF advisor, has analyzed the TIF request and their “But-For” analysis confirms the need for, and amount of, TIF.
- The proposed district will be located on land generally situated south of Highway 36, east of McKnight Road, north of South Avenue and west of 3rd Street N. The attached map shows the boundaries of the proposed Soils Condition District, pursuant to MN Statute Section 469.174 through 469.1794, both inclusive. The district’s duration would be up to 20 years. The property contains contaminants requiring removal, or remediation, for redevelopment purposes.
- The project proposes redevelopment of an approximate 10 acre parcel, including one acre currently owned by the City, into a 100 unit row townhome housing neighborhood. Approval of the TIF District will allow tax increment to fund eligible soil conditions district eligible TIF costs (e.g. property acquisition & soil contamination removal, etc.).
- Minnesota Statutes 469.174 requires a public hearing in order for the City to create the TIF 4-7 District.
- Based upon a review of MI Homes TIF request, and Springsted’s “But-For” analysis, it has been determined that the project will not proceed without the use of TIF.
- The attached map shows the existing Development District #4 and proposed TIF District 4-7 boundaries.

Recommendation:

- It is recommended the City Council adopt the attached resolution approving the establishment of Tax Increment Financing District No. 4-7 and the use of tax increment financing, and related development contracts.

Attachments:

Resolution Creating TIF District 4-7

TIF 4-7 Map

TIF Plan for TIF District 4-7 (Anchor Block South Development Project)

Springsted Financial Feasibility/But-For Analysis for Anchor Block South Redevelopment Project

Contract for Private Redevelopment (TIF)
PUD Development Contract-McKnight Townhomes

Respectfully submitted,

/s/ PA by mm

Paul Ammerman
Community Development Director

APPROVED FOR AGENDA ENCLOSURE:

/s/ CW by mm

Dr. Craig Waldron
City Manager



Springsted Incorporated
380 Jackson Street,
Suite 300
Saint Paul, MN 55101-
2887

Tel: 651-223-3000

Fax: 651-223-3002

www.springsted.com

*** SENT BY ELECTRONIC DELIVERY ***

November 14, 2018

Legal Department
Ramsey County Review
legals@lillienews.com

**Re: Publication of Notice of Public Hearing (with map)
City of North St. Paul, Minnesota**

On behalf of the City of North St. Paul, I am enclosing a Notice of Public Hearing and attached map for publication as per the instructions below. When publication has been completed, please send two (2) affidavits of publication to **Mikaela Huot, Springsted Incorporated, 380 Jackson St., Suite 300, St. Paul, MN 55101.**

If, for any reason, you are unable to publish the enclosed information as indicated, please call Angela Riffe immediately at (651) 223-3069.

On behalf of the City Council,

A handwritten signature in dark ink that reads "Mikaela R. Huot".

Mikaela Huot
Consultant/Vice President

Enclosures
cc:

PUBLICATION INSTRUCTIONS

Number of Publications:	Once (as per statutory requirement)
Date of Publication:	November 21, 2018
Send Invoice to:	Mr. Paul Ammerman 2400 Margaret Street North St. Paul, MN 55109

NOTICE OF PUBLIC HEARING
CITY OF NORTH ST. PAUL, MINNESOTA

NOTICE is hereby given that the City Council of the City of North St. Paul, Minnesota (the “City”) will hold a meeting on Tuesday, December 4, 2018, at or after 6:30 p.m., at City Hall, located in the City Council Chambers at 2400 Margaret Street, North St. Paul in the City, to conduct a public hearing on a Tax Increment Financing Plan (the “TIF Plan”) for a proposed soils condition tax increment financing district (the “TIF District”) within the existing Development District No. 4 (the “Development District”).

The proposed boundaries of the Project and the proposed TIF District are shown in the map below. The purpose of the proposed action is to facilitate development of the real property within the boundaries of the TIF District. Details on the proposal are contained in the TIF Plan, draft copies of which will be available for public inspection at the North St. Paul City Hall during regular business hours.

[Insert map]

Any person wishing to express an opinion on the matters to be considered at the public hearing will be heard orally or in writing.

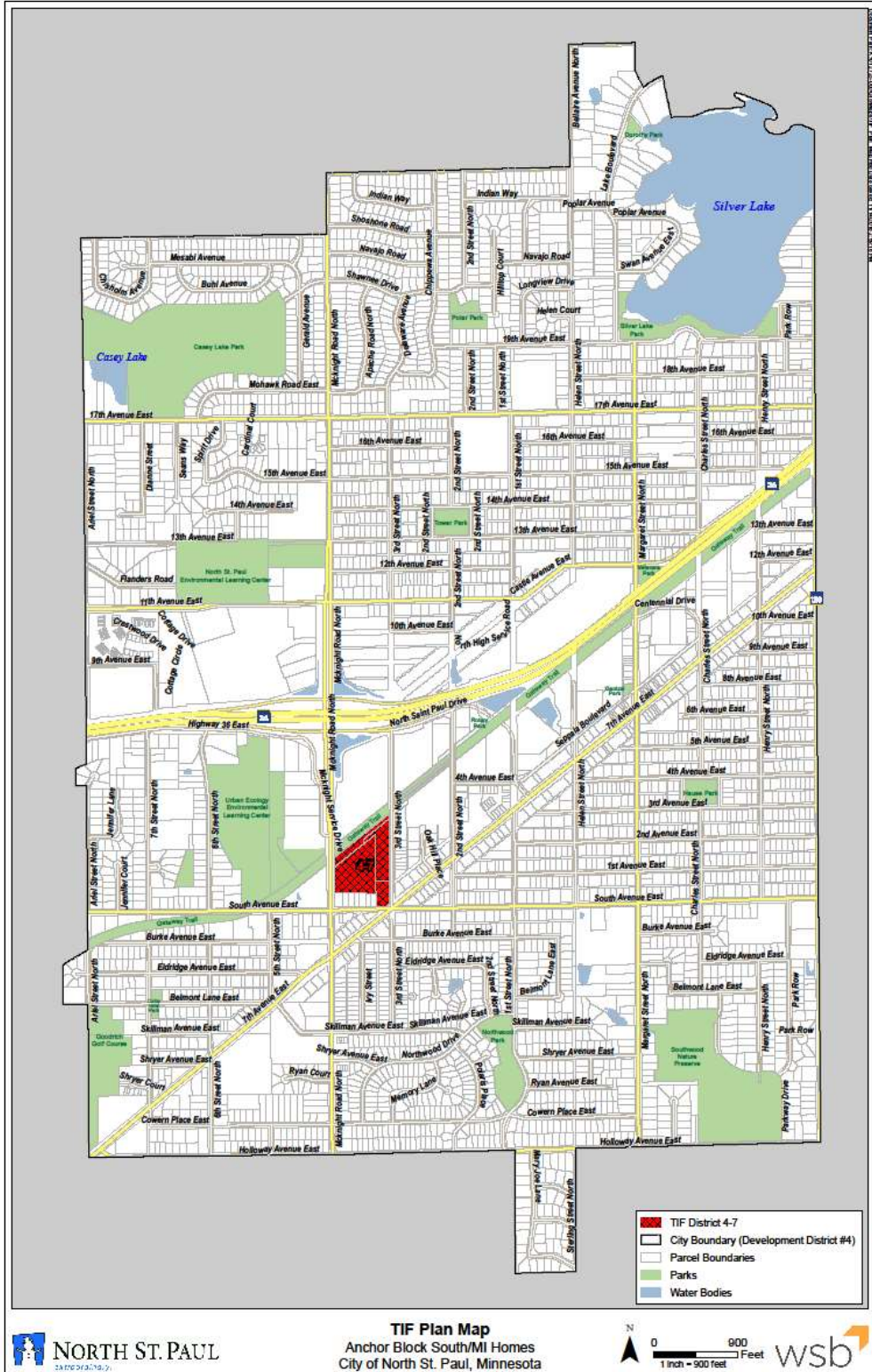
Dated: November 21, 2018

BY ORDER OF THE CITY COUNCIL OF THE
CITY OF NORTH ST. PAUL, MINNESOTA

/s/ Dr. Craig Waldron

Interim City Manager

City of North St. Paul, Minnesota



CITY OF NORTH ST. PAUL
COUNTY OF RAMSEY
STATE OF MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING THE ESTABLISHMENT OF A TAX INCREMENT
FINANCING DISTRICT WITHIN DEVELOPMENT DISTRICT NO. 4 AND
APPROVING A TAX INCREMENT FINANCING PLAN THEREFOR

BE IT RESOLVED by the City Council (the “Council”) of the City of North St. Paul, Minnesota (the “City”), as follows:

Section 1. Recitals.

1.01. It has been proposed that the City establish Tax Increment Financing District No. 4-7 within the Development District (the “TIF District”) and adopt the related Tax Increment Financing Plan therefor (the “TIF Plan”) all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.124 through 469.133 and Sections 469.174 through 469.1794, as amended (the “TIF Act”), all as reflected in that certain document entitled “Tax Increment Financing Plan for Tax Increment Financing (Soils Condition) District No. 4-7 within Development District No. 4 (Anchor Block South Project), and presented for the Council’s consideration.

1.02. The City has performed all actions required by law to be performed prior to the establishment and approval of the TIF Plan, including delivery of the TIF Plan to the Board of Ramsey County (the “County”) and the Board of Independent School District No. 622 (the “School District”), and the holding of a public hearing by the City thereon following notice thereof published in the City’s official newspaper at least 10 but not more than 30 days prior to the public hearing.

1.03. The Council has investigated the facts relating to the TIF Plan; at the public hearing the City Council heard testimony from all interested parties on the TIF Plan; the City Council has considered the documentation submitted in support of the TIF District and TIF Plan, including data, information and/or substantiation constituting or relating to why the TIF District meets the requirements to be an economic development tax increment financing district and why the assistance satisfies the “but for” test; and the City Council has taken into account the information and knowledge gained in hearings upon and during consideration of other matters relating to the proposed Development.

Section 2. Findings for the Adoption and Approval of the TIF Plan.

2.01. The City Council hereby finds that the TIF District is in the public interest and is a “soils condition district” within the meaning of Minnesota Statutes, Section 469.174, Subd. 19, because it consists of a project, or portions of a project, the specific basis for such determination being that the following conditions exist:

- (i) there exists the presence of hazardous substances, pollution or contaminants which require removal or remediation action as is specified in a development action response plan (the “Response Plan”);
- (ii) the Response Plan has been prepared and has been submitted to the Commissioner of the Minnesota Pollution Control Agency as required under Minnesota Statutes, Section 469.174, subd. 17 and has been approved by the Minnesota Pollution Control Agency;
- (iii) the estimated cost of the proposed removal and remediation action exceeds the fair market value of the land before completion of the preparation;
- (iv) The proposed project includes the redevelopment of property within the City that consists of vacant land for which the City has identified significant public improvements associated with remediation of the project site that are necessary to occur prior to new development being feasible.

The new development is anticipated to include the construction of 100 new townhomes for which the City anticipates providing financial assistance for eligible costs associated with remediation of the property, including eligible administrative expenditures.

2.02. The City Council further finds that the proposed Development, in the opinion of the City Council, would not occur solely through private investment within the reasonably foreseeable future and, therefore, the use of tax increment financing is deemed necessary. The specific basis for such finding being:

- (i) The proposed development site currently contains contaminated soils and requires significant remedial actions before development can occur.
- (ii) The City has no reason to expect that redevelopment would occur without the assistance as provided in the TIF Plan.
- (iii) Private investment will not finance these development activities because of prohibitive costs. It is necessary to finance the removal and remediation efforts through the use of tax increment financing so that this and other development by private enterprise will occur within the Development District.
- (iv) A comparative analysis of estimated market values both with and without establishment of TIF District No. 4-7 and the use of tax increments has been performed as described above. Such analysis is found in Exhibit V of the TIF Plan and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the TIF District and the use of tax increments.

2.03 In the opinion of the City Council, the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing

would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan. The reasons supporting this finding are that:

- (i) The estimated amount by which the market value of the site will increase without the use of tax increment financing is -\$0-;
- (ii) If the proposed development to be assisted with tax increment occurs in the District, the total increase in market value would be approximately 37,845,980, including the value of the building; and
- (iii) The present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan is \$3,941,418; and
- (iv) Even if some development other than the proposed development were to occur, the City finds that no alternative would occur that would produce a market value increase greater than \$33,904,562 (the amount in clause b less that amount in clause c) without tax increment assistance:

2.04 The TIF Plan for the TIF District conforms to the general plan for development or redevelopment in the City of North St. Paul as a whole. The reasons supporting this finding are that:

- (i) The TIF District is properly zoned;
- (ii) The TIF Plan has been approved by the City Council; and
- (iii) The TIF Plan will generally complement and serve to implement policies adopted by the City.

2.05 Public Purpose. The adoption of the Development Program for the Development District, and the adoption of the TIF Plan for the TIF District therein conform in all respects to the requirements of the Act and will help fulfill a need to develop an area of the State which is already built up to provide employment opportunities to improve the tax base and to improve the general economy of the State and thereby serves a public purpose:

2.06 Certification. The Auditor of Ramsey County is requested to certify the original net tax capacity of the TIF District as described in the TIF Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased in accordance with the Act, and the City Clerk is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Authority may specify, together with a list of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding the adoption of this Resolution.

2.07 Filing. The City Clerk is further authorized and directed to file a copy of the Development Program and TIF Plan for the TIF District with the Commissioner of Revenue and the Office of the State Auditor.

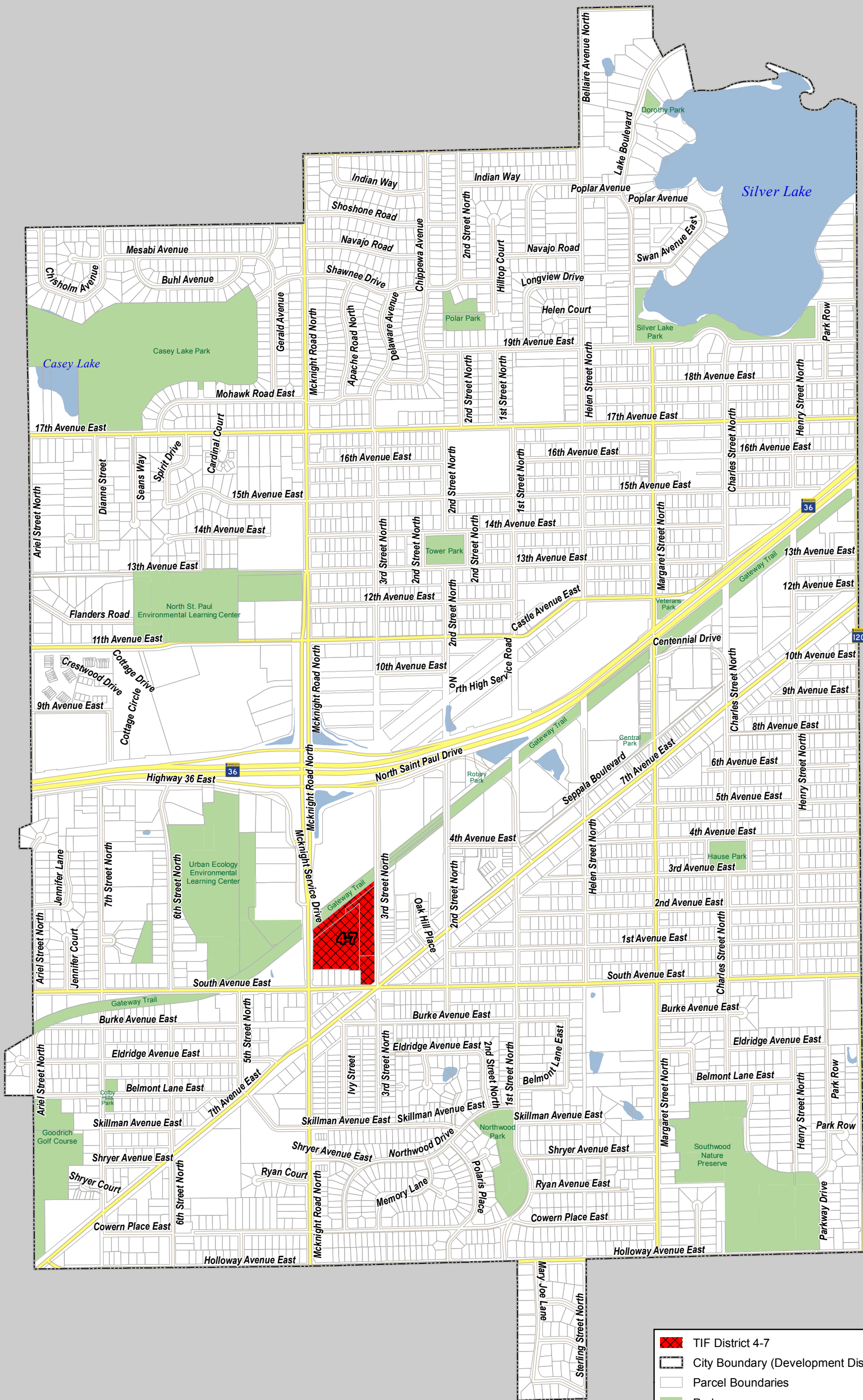
2.08 Administration. The administration of the Development District is assigned to the City Clerk who shall from time to time be granted such powers and duties pursuant to Minnesota Statutes, Section 469.130 and 469.131 as the City Council may deem appropriate.

Adopted this 4th day of December, 2018.

Mayor

ATTEST:

City Clerk



City of North St. Paul, Minnesota

Tax Increment Financing Plan

for

Tax Increment Financing (Soils Condition)
District No. 4-7

(Anchor Block South Development Project)

within Development District No. 4

Draft Dated: December 4, 2018

Proposed Public Hearing: December 4, 2018

Anticipated Approval Date: December 4, 2018

Prepared by:

SPRINGSTED INCORPORATED
380 Jackson Street, Suite 300
St. Paul, MN 55101-2887
(651) 223-3000

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Section A Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"City" means the City of North St. Paul, Minnesota; also referred to as a "Municipality".

"City Council" means the City Council of the City; also referred to as the "Governing Body".

"County" means Ramsey County, Minnesota.

"Development District" means Development District No. 4 in the City, which is described in the corresponding Development Program.

"Development Program" means the Development Program for the Development District.

"Project Area" means the geographic area of the Development District.

"School District" means Independent School District No. 622, Minnesota.

"State" means the State of Minnesota.

"TIF Act" means Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive.

"TIF District" means Tax Increment Financing (Soils Condition) District No. 4-7.

"TIF Plan" means the tax increment financing plan for the TIF District (this document).

Section B Statutory Authorization

See the Development Program for the Development District.

Section C Statement of Need and Public Purpose

See the Development Program for the Development District.

Section D Statement of Objectives

See the Development Program for the Development District.

Section E Designation of Tax Increment Financing District as a Soils Condition District

A soils condition district is a type of tax increment financing district consisting of a project, or portions of a project, in which the City finds by resolution that the following conditions exist:

- (1) there exists the presence of hazardous substances, pollution or contaminants which require removal or remedial action for use, and such removal and remedial action is specified in a development action response plan;

- (2) the estimated cost of the proposed removal and remedial action exceeds the fair market value of the land before completion of the preparation;

The requirement specified in (2) above may also be satisfied if each parcel of property in the district either meets the requirements of (2) above or has estimated removal and remedial costs which exceed \$2 per square foot.

- (3) the proposed removal or remediation action must be specified in a development action response plan to satisfy the requirements specified in (1) above.

A development action response plan is a plan or proposal for removal actions or remedial actions submitted to the pollution control agency and the actions recommended in the plan or proposal are approved in writing by the commissioner of the agency as reasonable and necessary to protect the public health, welfare, and environment. The commissioner shall review the development action response plan and approve, modify, or reject the recommended actions within 30 days after submission of the plan (or revised plan) by the City. The commissioner shall notify the City in writing of the decision on the recommended actions within 30 days after the decision and, if the recommended actions are rejected, shall specify the reasons for rejection.

Tax increments derived from a soils condition district may only be used to:

- (1) acquire parcels on which improvements described in (2) below will occur;
- (2) pay for the cost of removal or remedial action; and
- (3) pay for the administrative expenses of the City allocable to the district, including the cost of preparation of the development action response plan.

Section F Duration of the TIF District

Soils Condition districts may remain in existence 20 years from the date of receipt of the first tax increment.

The City reserves the right to allow the TIF District to remain in existence the maximum duration allowed by law projected to be through the year 2041 (see Section P). All tax increments from taxes payable in the year the TIF District is decertified shall be paid to the City.

Section G Property to be Included in the TIF District

The TIF District is an approximately 7.86-acre area of land located within the Project Area. A map showing the location of the TIF District is shown in Exhibit I. The boundaries and area encompassed by the TIF District are described below:

Parcel Number	Legal Description
12.29.22.33.0043	Lot 1 Block 1 of NSP LAND CO RE OF BLK 3,6 ALL OF VAC ALLEY ACCRUING & PART NWLY OF L PAR WITH & 130 FT SELY FROM CL OF SOO LINE RY OF LOTS 1 2 3 4 & ALL OF LOTS 23 THRU LOT 38 BLK 1
12.29.22.33.0060	Lot 2 Block 3 of NORTH ST PAUL PROPER, RAMSEY C SUBJ TO RD & ESMTS; PARTS OF LOTS 2,3,4,21 AND 22 NWLY OF A LINE 40 FT AT RA SELY FROM AND PAR TO SELY LINE OF LOT 1 AND EXTENSIONS THEREOF AND ALL OF LOTS 20 AND LOT 1 BLK 3

12.29.22.33.0061

Lot TRACT A of REGISTERED LAND SURVEY 52
SUBJ TO RD ESMT; EX W 74.98 FT OF E 174.98 FT LYING S
OF EXT N LINE OF TRACT B TRACT A

The area encompassed by the TIF District shall also include all street or utility right-of-ways located upon or adjacent to the property described above.

Section H Property to be Acquired in the TIF District

The City may acquire and sell any or all of the property located within the TIF District; however, the City does not anticipate acquiring any such property.

Section I Specific Development Expected to Occur Within the TIF District

The proposed project includes development of property within the City that consists of vacant land with significant remediation and soils corrections needs. The City and developer have identified significant public improvements associated with remediation of the project site that are necessary to occur prior to new development being feasible. The development is anticipated to consist of approximately 100 new owner-occupied townhome units to be constructed over a 5-year period. The City anticipates providing financial assistance for eligible costs associated with remediation of the property, including eligible administrative expenditures.

Construction of the project is expected to start in 2019. The project is expected to be fully constructed by December 31, 2023 and be 100% assess and on the tax rolls as of January 2, 2024 for taxes payable 2025.

At the time this document was prepared there were no signed construction contracts with regard to the above described development.

Section J Findings and Need for Tax Increment Financing

In establishing the TIF District, the City makes the following findings:

- (1) The TIF District qualifies as a soils condition district;

See Section E of this document for the reasons and facts supporting this finding.

- (2) The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future, and the increased market value of the site that could reasonably be expected to occur without the use of tax increment would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan;

The proposed development site currently contains contaminated soils and requires significant remedial actions before development can occur. The City has no reason to expect that redevelopment would occur without assistance similar to that provided in this plan. Therefore, the City concludes as follows:

- a. The City's estimate of the amount by which the market value of the site will increase without the use of tax increment financing is \$0, except for a small amount attributable to appreciation in land value.
- b. If all development which is proposed to be assisted with tax increment were to occur in the District, the total increase in market value would be approximately \$37,845,980.

- c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$3,941,418 (See Exhibit VI).
 - d. Even if some development other than the proposed development were to occur, the City finds that no alternative would occur that would produce a market value increase greater than \$33,904,562 (the amount in clause b less the amount in clause c) without tax increment assistance.
- (3) The TIF Plan conforms to the general plan for development or redevelopment of the City as a whole; and
- The reasons and facts supporting this finding are that the TIF District is properly zoned and will generally complement and serve to implement policies adopted in the City's comprehensive plan.
- (4) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of the Project Area by private enterprise.
- The reasons and facts supporting this finding are that remedial actions are necessary so that development and redevelopment by private enterprise can occur within the Project Area.

Section K Estimated Public Costs

The estimated public costs of the TIF District are listed below. Such costs are eligible for reimbursement from tax increments of the TIF District.

Acquisition	\$1,000,000
Site Improvements/Preparation Costs	\$3,050,000
Loan Interest Payments	\$2,860,802
Administrative Expenses	<u>\$765,644</u>
Total	\$7,676,446

The City reserves the right to administratively adjust the amount of any of the items listed above or to incorporate additional eligible items, so long as the total estimated public cost is not increased. The City reserves the right to spend available tax increment outside of the TIF District boundaries and within the project area.

Section L Estimated Sources of Revenue

Tax Increment Revenue	\$7,656,446
Other	<u>\$20,000</u>
Total	\$7,676,446

The City anticipates providing financial assistance to the proposed development through pay-as-you-go financing. As tax increments are collected from the TIF District in future years, a portion of these taxes will be distributed to the developer to reimburse for public costs incurred (see Section K).

The City reserves the right to finance any or all public costs of the TIF District using pay-as-you-go assistance, internal funding, general obligation or revenue debt, or any other financing mechanism authorized by law. The City also reserves the right to use other sources of revenue legally applicable to the Project Area to pay for such costs including, but not limited to, special assessments, utility revenues, federal or state funds, and investment income.

Section M Estimated Amount of Bonded Indebtedness

The maximum principal amount of bonds (as defined in the TIF Act) secured in whole or part with tax increment from the TIF District is \$7,676,446. The City currently plans to finance the improvement costs in the form of an interfund loan and reserves the right to issue bonds in any form, including without limitation an interfund loan with interest not to exceed the maximum permitted under Section 469.178, subd. 7 of the TIF Act.

Section N Original Net Tax Capacity

The County Auditor shall certify the original net tax capacity of the TIF District. This value will be equal to the total net tax capacity of all property in the TIF District as certified by the State Commissioner of Revenue. For districts certified between January 1 and June 30, inclusive, this value is based on the previous assessment year. For districts certified between July 1 and December 31, inclusive, this value is based on the current assessment year.

The Estimated Market Value of all property within the TIF District as of January 2, 2018, for taxes payable in 2019, is \$1,344,200. Upon establishment of the TIF District, and subsequent reclassification of property from commercial-industrial to residential homestead, it is estimated that the original net tax capacity of the TIF District will be approximately \$13,442.

Each year the County Auditor shall certify the amount that the original net tax capacity has increased or decreased as a result of:

- (1) changes in the tax-exempt status of property;
- (2) reductions or enlargements of the geographic area of the TIF District;
- (3) changes due to stipulation agreements or abatements; or
- (4) changes in property classification rates.

Section O Original Tax Capacity Rate

The County Auditor shall also certify the original tax capacity rate of the TIF District. This rate shall be the sum of all local tax rates that apply to property in the TIF District. This rate shall be for the same taxes payable year as the original net tax capacity.

In future years, the amount of tax increment generated by the TIF District will be calculated using the lesser of (a) the sum of the current local tax rates at that time or (b) the original tax capacity rate of the TIF District.

»At the time this document was prepared, the sum of all local tax rates that apply to property in the TIF District, for taxes levied in 2018 and payable in 2019, was not yet available. When this total becomes available, the County Auditor shall certify this amount as the original tax capacity rate of the TIF District. For purposes of estimating the tax increment generated by the TIF District, the sum of the local tax rates for taxes levied in 2017 and payable in 2018, is 139.55% as shown below.

<u>Taxing Jurisdiction</u>	<u>2017/2018 Local Tax Rate</u>
City of North St. Paul	42.465%
Ramsey County	53.963%
ISD # 622	30.089%
Other	<u>13.034%</u>
Total	139.55%

**Section P Projected Retained Captured Net Tax Capacity and
Projected Tax Increment**

The City anticipates that the project will be completed by December 31, 2023, creating a total tax capacity for TIF District No. 1 of \$244,220 as of January 2, 2024. The captured tax capacity as of that date is estimated to be \$230,778 and the first full year of increment is projected to be in \$322,051 in taxes payable 2025. A complete schedule of estimated tax increment from the TIF District is shown in Exhibit III.

Each year the County Auditor shall determine the current net tax capacity of all property in the TIF District. To the extent that this total exceeds the original net tax capacity, the difference shall be known as the captured net tax capacity of the TIF District.

The County Auditor shall certify to the City the amount of captured net tax capacity each year. The City may choose to retain any or all of this amount. It is the City's intention to retain 100% of the captured net tax capacity of the TIF District. Such amount shall be known as the retained captured net tax capacity of the TIF District.

Exhibit II gives a listing of the various information and assumptions used in preparing a number of the exhibits contained in this TIF Plan, including Exhibit III which shows the projected tax increment generated over the anticipated life of the TIF District.

Section Q Use of Tax Increment

Each year the County Treasurer shall deduct 0.36% of the annual tax increment generated by the TIF District and pay such amount to the State's General Fund. Such amounts will be appropriated to the State Auditor for the cost of financial reporting and auditing of tax increment financing information throughout the state. Exhibit III shows the projected deduction for this purpose over the anticipated life of the TIF District.

The City has determined that it will use 100% of the remaining tax increment generated by the TIF District for any of the following purposes:

- (1) pay for the estimated public costs of the TIF District (see Section K) and County administrative costs associated with the TIF District (see Section T);
- (2) pay principal and interest on tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;
- (3) accumulate a reserve securing the payment of tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;
- (4) pay all or a portion of the county road costs as may be required by the County Board under M.S. Section 469.175, Subdivision 1a; or
- (5) return excess tax increments to the County Auditor for redistribution to the City, County and School District.

Tax increments from property located in one county must be expended for the direct and primary benefit of a project located within that county, unless both county boards involved waive this requirement. Tax increments shall not be used to circumvent levy limitations applicable to the City.

Tax increment shall not be used to finance the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the State or federal government, or for a commons area used as a public park,

or a facility used for social, recreational, or conference purposes. This prohibition does not apply to the construction or renovation of a parking structure or of a privately-owned facility for conference purposes.

If there exists any type of agreement or arrangement providing for the developer, or other beneficiary of assistance, to repay all or a portion of the assistance that was paid or financed with tax increments, such payments shall be subject to all of the restrictions imposed on the use of tax increments. Assistance includes sale of property at less than the cost of acquisition or fair market value, grants, ground or other leases at less than fair market rent, interest rate subsidies, utility service connections, roads, or other similar assistance that would otherwise be paid for by the developer or beneficiary.

Section R Excess Tax Increment

In any year in which the tax increments from the TIF District exceed the amount necessary to pay the estimated public costs authorized by the TIF Plan, the City shall use the excess tax increments to:

- (1) prepay any outstanding tax increment bonds;
- (2) discharge the pledge of tax increments thereof;
- (3) pay amounts into an escrow account dedicated to the payment of the tax increment bonds; or
- (4) return excess tax increments to the County Auditor for redistribution to the City, County and School District. The County Auditor must report to the Commissioner of Education the amount of any excess tax increment redistributed to the School District within 30 days of such redistribution.

Section S Tax Increment Pooling and the Five-Year Rule

At least 80% of the tax increments from the TIF District must be expended on activities within the district or to pay for bonds used to finance the estimated public costs of the TIF District (see Section E for additional restrictions). No more than 20% of the tax increments may be spent on costs outside of the TIF District but within the boundaries of the Project Area, except to pay debt service on credit enhanced bonds. All administrative expenses are considered to have been spent outside of the TIF District. Tax increments are considered to have been spent within the TIF District if such amounts are:

- (1) actually paid to a third party for activities performed within the TIF District within five years after certification of the district;
- (2) used to pay bonds that were issued and sold to a third party, the proceeds of which are reasonably expected on the date of issuance to be spent within the later of the five-year period or a reasonable temporary period or are deposited in a reasonably required reserve or replacement fund.
- (3) used to make payments or reimbursements to a third party under binding contracts for activities performed within the TIF District, which were entered into within five years after certification of the district; or
- (4) used to reimburse a party for payment of eligible costs (including interest) incurred within five years from certification of the district.

Beginning with the sixth year following certification of the TIF District, at least 80% of the tax increments must be used to pay outstanding bonds or make contractual payments obligated within the first five years. When outstanding bonds have been defeased and sufficient money has been set aside to pay for such contractual obligations, the TIF District must be decertified.

The City does not anticipate that tax increments will be spent outside of the TIF District (except for allowable administrative expenses); however, the City does reserve the right to allow for tax increment pooling from the TIF District in the future.

Section T Limitation on Administrative Expenses

Administrative expenses are defined as all costs of the City other than:

- (1) amounts paid for the purchase of land;
- (2) amounts paid for materials and services, including architectural and engineering services directly connected with the proposed development within the TIF District;
- (3) relocation benefits paid to, or services provided for, persons or businesses residing or located within the TIF District; or
- (4) amounts used to pay interest on, fund a reserve for, or sell at a discount, tax increment bonds.

Administrative expenses include amounts paid for services provided by bond counsel, fiscal consultants, planning or economic development consultants, and actual costs incurred by the County in administering the TIF District. Tax increments may be used to pay administrative expenses of the TIF District up to the lesser of (a) 10% of the total tax increment expenditures authorized by the TIF Plan or (b) 10% of the total tax increments received by the District.

Section U Limitation on Property Not Subject to Improvements - Four Year Rule

If after four years from certification of the TIF District no demolition, rehabilitation, renovation, or qualified improvement of an adjacent street has commenced on a parcel located within the TIF District, then that parcel shall be excluded from the TIF District and the original net tax capacity shall be adjusted accordingly. Qualified improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The City must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

If a parcel is excluded from the TIF District and the City or owner of the parcel subsequently commences any of the above activities, the City shall certify to the County Auditor that such activity has commenced, and the parcel shall once again be included in the TIF District. The County Auditor shall certify the net tax capacity of the parcel, as most recently certified by the Commissioner of Revenue, and add such amount to the original net tax capacity of the TIF District.

Section V Estimated Impact on Other Taxing Jurisdictions

Exhibit IV shows the estimated impact on other taxing jurisdictions if the maximum projected retained captured net tax capacity of the TIF District was hypothetically available to the other taxing jurisdictions. The City believes that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District, since the proposed development would not have occurred without the establishment of the TIF District and the provision of public assistance. A positive impact on other taxing jurisdictions will occur when the TIF District is decertified and the development therein becomes part of the general tax base.

The fiscal and economic implications of the proposed tax increment financing district, as pursuant to Minnesota Statutes, Section 469.175, Subdivision 2, are listed below.

1. The total amount of tax increment that will be generated over the life of the district is estimated to be \$7,684,107.
2. To the extent the project in TIF District No. 4-7 generates any public cost impacts on city-provided services such as police and fire protection, public infrastructure, and the impact of any general obligation tax increment bonds attributable to the district upon the ability to issue other debt for general fund purposes, such costs will be levied upon the taxable net tax capacity of the City, excluding that portion captured by the District. The City does not anticipate issuing general obligation tax increment bonds but reserves the right to the use of internal financing, as necessary, to finance a portion of the project costs attributable to the District.
3. The amount of tax increments over the life of the district that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is estimated to be \$1,656,805.
4. The amount of tax increments over the life of the district that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same is estimated to be \$2,971,335.
5. No additional information has been requested by the county or school district that would enable it to determine additional costs that will accrue to it due to the development proposed for the district.

Section W Prior Planned Improvements

The City shall accompany its request for certification to the County Auditor (or notice of district enlargement), with a listing of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan. The County Auditor shall increase the original net tax capacity of the TIF District by the net tax capacity of each improvement for which a building permit was issued.

There have been no building permits issued in the last 18 months in conjunction with any of the properties within the TIF District.

Section X Development Agreements

If within a project containing a soils condition district, more than 10% of the acreage of the property to be acquired by the City is purchased with tax increment bonds proceeds (to which tax increment from the property is pledged), then prior to such acquisition, the City must enter into an agreement for the development of the property. Such agreement must provide recourse for the City should the development not be completed.

The City anticipates entering into an agreement for development but does not anticipate acquiring any property located within the TIF District.

Section Y Assessment Agreements

The City may, upon entering into a development agreement, also enter into an assessment agreement with the developer, which establishes a minimum market value of the land and improvements for each year during the life of the TIF District.

The assessment agreement shall be presented to the County or City Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land, and so long as the minimum market value contained in the assessment agreement appears to be an accurate estimate, shall certify the assessment agreement as reasonable. The assessment agreement shall be filed for record in the

office of the County Recorder of each county where the property is located. Any modification or premature termination of this agreement must first be approved by the City, County and School District.

The City does not anticipate entering into an assessment agreement.

Section Z Modifications of the Tax Increment Financing Plan

Any reduction or enlargement in the geographic area of the Project Area or the TIF District; increase in the amount of bonded indebtedness to be incurred; increase in the amount of capitalized interest; increase in that portion of the captured net tax capacity to be retained by the City; increase in the total estimated public costs; or designation of additional property to be acquired by the City shall be approved only after satisfying all the necessary requirements for approval of the original TIF Plan. This paragraph does not apply if:

- (1) the only modification is elimination of parcels from the TIF District; and
- (2) the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's original net tax capacity, or the City agrees that the TIF District's original net tax capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

The City must notify the County Auditor of any modification that reduces or enlarges the geographic area of the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

Section AA Administration of the Tax Increment Financing Plan

Upon adoption of the TIF Plan, the City shall submit a copy of such plan to the Minnesota Department of Revenue. The City shall also request that the County Auditor certify the original net tax capacity and net tax capacity rate of the TIF District. To assist the County Auditor in this process, the City shall submit copies of the TIF Plan, the resolution establishing the TIF District and adopting the TIF Plan, and a listing of any prior planned improvements. The City shall also send the County Assessor any assessment agreement establishing the minimum market value of land and improvements in the TIF District and shall request that the County Assessor review and certify this assessment agreement as reasonable.

The County shall distribute to the City the amount of tax increment as it becomes available. The amount of tax increment in any year represents the applicable property taxes generated by the retained captured net tax capacity of the TIF District. The amount of tax increment may change due to development anticipated by the TIF Plan, other development, inflation of property values, or changes in property classification rates or formulas. In administering and implementing the TIF Plan, the following actions should occur on an annual basis:

- (1) prior to July 1, the City shall notify the County Assessor of any new development that has occurred in the TIF District during the past year to ensure that the new value will be recorded in a timely manner.
- (2) if the County Auditor receives the request for certification of a new TIF District, or for modification of an existing TIF District, before July 1, the request shall be recognized in determining local tax rates for the current and subsequent levy years. Requests received on or after July 1 shall be used to determine local tax rates in subsequent years.
- (3) each year the County Auditor shall certify the amount of the original net tax capacity of the TIF District. The amount certified shall reflect any changes that occur as a result of the following:

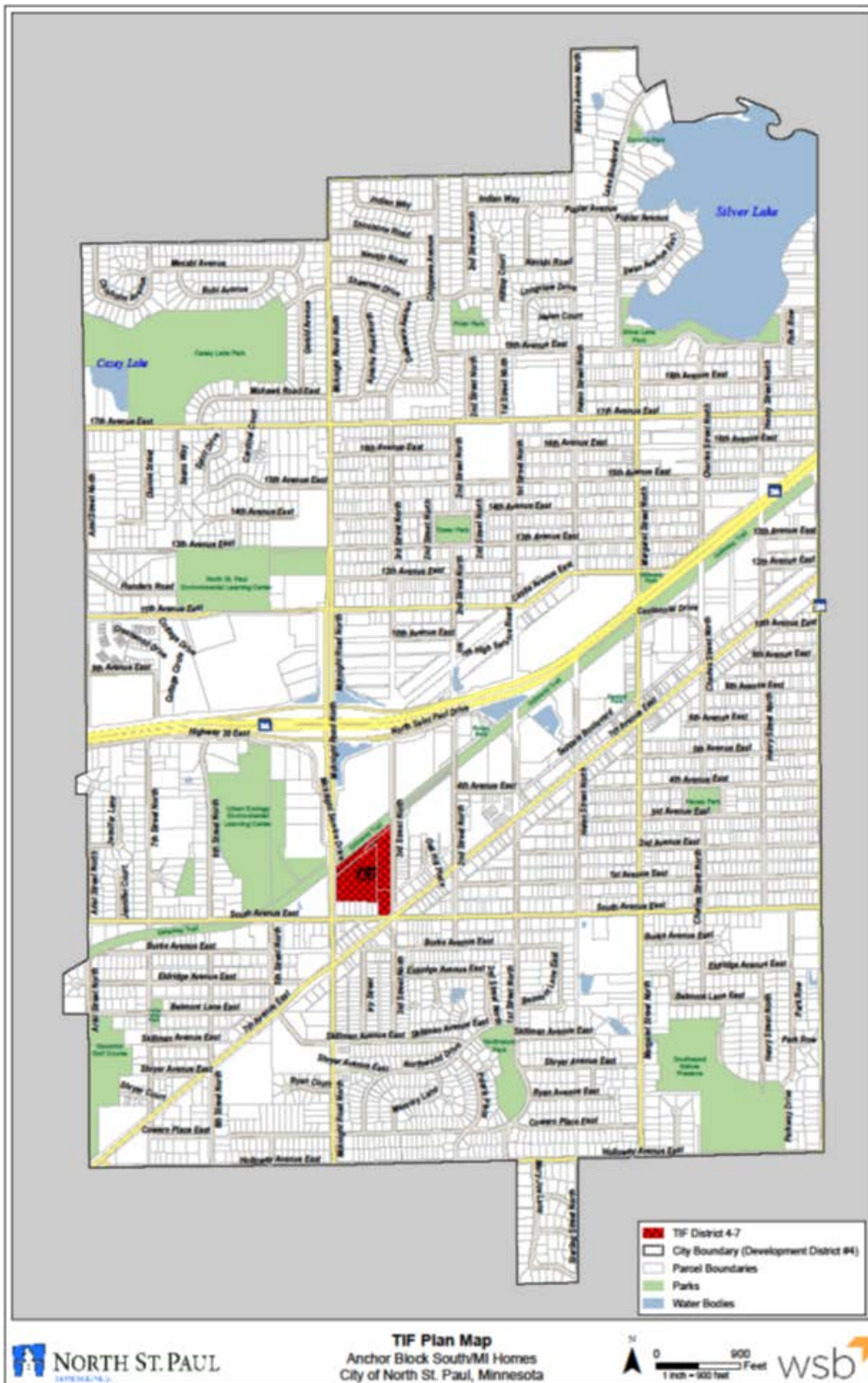
- (a) the value of property that changes from tax-exempt to taxable shall be added to the original net tax capacity of the TIF District. The reverse shall also apply;
- (b) the original net tax capacity may be modified by any approved enlargement or reduction of the TIF District;
- (c) if the TIF District is classified as an economic development district, then the original net tax capacity shall be increased by the amount of the annual adjustment factor; and
- (d) if laws governing the classification of real property cause changes to the percentage of estimated market value to be applied for property tax purposes, then the resulting increase or decrease in net tax capacity shall be applied proportionately to the original net tax capacity and the retained captured net tax capacity of the TIF District.

The County Auditor shall notify the City of all changes made to the original net tax capacity of the TIF District.

Section AB Financial Reporting and Disclosure Requirements

The City will file the TIF Plan, and any subsequent amendments thereto, with the Commissioner of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes, Section 469.175, subdivision 4A. The City will comply with all reporting requirements for the TIF District under Minnesota Statutes, Section 469.175, subdivisions 5 and 6.

Map of TIF District No. 4-7 within Development District No. 4



Assumptions Report

City of North St. Paul, Minnesota

Tax Increment Financing (Soils Condition) District No. 4-7

MI Homes/Anchor Block South Development

Draft TIF Plan Exhibits: 100 Homes at \$230,000/Unit with 3% MV inflator

Type of Tax Increment Financing District

Soils Condition

Maximum Duration of TIF District

20 years from 1st increment

Projected Certification Request Date

12/30/18

Decertification Date

12/31/41 (21 Years of Increment)

2017/2018

Base Estimated Market Value

\$1,344,200

Original Net Tax Capacity

\$13,442

Assessment/Collection Year

	2018/2019	2019/2020	2020/2021	2021/2022
Base Estimated Market Value	\$1,344,200	\$1,344,200	\$1,344,200	\$1,344,200
Estimated Increase in Value - New Construction	0	0	3,255,800	7,993,800
Total Estimated Market Value	1,344,200	1,344,200	4,600,000	9,338,000
Total Net Tax Capacity	\$13,442	\$13,442	\$46,000	\$93,380

City of North St. Paul

42.465%

Ramsey County

53.962%

ISD #622

30.089%

Other (MNB)

13.034%

Local Tax Capacity Rate

139.5500% 2017/2018

Fiscal Disparities Contribution From TIF District

NA

Administrative Retainage Percent (maximum = 10%)

10.00%

Pooling Percent

0.00%

Bonds

Note (Pay-As-You-Go)

Bonds Dated

NA

Note Dated

12/30/18

Bond Rate

NA

Note Rate

5.00%

Bond Amount

NA

Note Amount

\$3,050,000

Present Value Date & Rate

12/30/18

5.00% PV Amount

\$3,449,326

Notes

Projections assume no future changes to classification rates and current tax rates remain constant.

Projections are based on final pay2018 rates.

Projections are based on a preliminary value estimate of \$230,000/unit

Projections assume project 100% completed in 2023

Projections assume 3% market value inflation

Projected Tax Increment Report

City of North St. Paul, Minnesota

Tax Increment Financing (Soils Condition) District No. 4-7

MI Homes/Anchor Block South Development

Draft TIF Plan Exhibits: 100 Homes at \$230,000/Unit with 3% MV inflator

Annual Period Ending (1)	Total Market Value (2)	Total Net Tax Capacity (3)	Less: Original Net Tax Capacity (4)	Retained Captured Net Tax Capacity (5)	Times: Tax Capacity Rate (6)	Annual Gross Tax Increment (7)	Less: State Aud. Deduction 0.360% (8)	Subtotal Net Tax Increment (9)	Less: City Retainage 10.00% (10)	Annual Net Revenue (11)	P.V. Annual Net Rev. To 12/30/18 5.00%
12/31/18	1,344,200	13,442	13,442	0	139.550%	0	0	0	0	0	0
12/31/19	1,344,200	13,442	13,442	0	139.550%	0	0	0	0	0	0
12/31/20	1,344,200	13,442	13,442	0	139.550%	0	0	0	0	0	0
12/31/21	4,600,000	46,000	13,442	32,558	139.550%	45,435	164	45,271	4,527	40,744 *	35,196
12/31/22	9,338,000	93,380	13,442	79,938	139.550%	111,553	402	111,151	11,115	100,036	82,300
12/31/23	14,218,140	142,181	13,442	128,739	139.550%	179,656	647	179,009	17,901	161,108	126,232
12/31/24	19,244,684	192,447	13,442	179,005	139.550%	249,801	899	248,902	24,890	224,012	167,161
12/31/25	24,422,025	244,220	13,442	230,778	139.550%	322,051	1,159	320,892	32,089	288,803	205,247
12/31/26	25,154,685	251,547	13,442	238,105	139.550%	332,275	1,196	331,079	33,108	297,971	201,679
12/31/27	25,909,326	259,093	13,442	245,651	139.550%	342,806	1,234	341,572	34,157	307,415	198,162
12/31/28	26,686,606	266,866	13,442	253,424	139.550%	353,653	1,273	352,380	35,238	317,142	194,698
12/31/29	27,487,204	274,872	13,442	261,430	139.550%	364,826	1,313	363,513	36,351	327,162	191,285
12/31/30	28,311,820	283,118	13,442	269,676	139.550%	376,333	1,355	374,978	37,498	337,480	187,921
12/31/31	29,161,175	291,612	13,442	278,170	139.550%	388,186	1,397	386,789	38,679	348,110	184,610
12/31/32	30,036,010	300,360	13,442	286,918	139.550%	400,394	1,441	398,953	39,895	359,058	181,349
12/31/33	30,937,090	309,371	13,442	295,929	139.550%	412,969	1,487	411,482	41,148	370,334	178,137
12/31/34	31,865,203	318,652	13,442	305,210	139.550%	425,921	1,533	424,388	42,439	381,949	174,975
12/31/35	32,821,159	328,212	13,442	314,770	139.550%	439,261	1,581	437,680	43,768	393,912	171,863
12/31/36	33,805,794	338,058	13,442	324,616	139.550%	453,002	1,631	451,371	45,137	406,234	168,799
12/31/37	34,819,968	348,200	13,442	334,758	139.550%	467,154	1,682	465,472	46,547	418,925	165,783
12/31/38	35,864,567	358,646	13,442	345,204	139.550%	481,732	1,734	479,998	48,000	431,998	162,816
12/31/39	36,940,504	369,405	13,442	355,963	139.550%	496,746	1,788	494,958	49,496	445,462	159,895
12/31/40	38,048,719	380,487	13,442	367,045	139.550%	512,212	1,844	510,368	51,037	459,331	157,022
12/31/41	39,190,180	391,902	13,442	378,460	139.550%	528,141	1,901	526,240	52,624	473,616	154,196
						\$7,684,107	\$27,661	\$7,656,446	\$765,644	\$6,890,802	\$3,449,326

* City has the election to opt delay receipt of first increment up to 4 years from approval date. Further discussions regarding first year collection

(1) Total estimated market value based on information provided by developer, subject to review by County Assessor

very preliminary and subject to further review. Includes 3% annual market value inflator

(2) Total net tax capacity based on residential homestead class rate of 1% for value up to \$500,000

(3) Original net tax capacity based on portion of existing land value for 2 parcels to be included in development

(4) Total local tax capacity rate for taxes payable 2018, special district MNB

Estimated Impact on Other Taxing Jurisdictions Report

City of North St. Paul, Minnesota

Tax Increment Financing (Soils Condition) District No. 4-7

MI Homes/Anchor Block South Development

Draft TIF Plan Exhibits: 100 Homes at \$230,000/Unit with 3% MV inflator

Taxing Jurisdiction	Without Project or TIF District		With Project and TIF District					
	Final 2017/2018 Taxable Net Tax Capacity (1)	2017/2018 Local Tax Rate	2017/2018 Taxable Net Tax Capacity (1)	Projected Retained Captured Net Tax Capacity + =	New Taxable Net Tax Capacity	Hypothetical Adjusted Local Tax Rate (*)	Hypothetical Decrease In Local Tax Rate (*)	Hypothetical Tax Generated by Retained Captured N.T.C. (*)
City of North St. Paul	7,876,689	42.465%	7,876,689	\$378,460	8,255,149	40.518%	1.947%	153,345
Ramsey County	494,087,447	53.962%	494,087,447	378,460	494,465,907	53.921%	0.041%	204,068
ISD #622	41,598,978	30.089%	41,598,978	378,460	41,977,438	29.818%	0.271%	112,848
Other	-	13.034%	-	-	-	13.034%	-	-
Totals		139.550%				137.291%	2.259%	

*** Statement 1:** If the projected Retained Captured Net Tax Capacity of the TIF District was hypothetically available to each of the taxing jurisdictions above, the result would be a lower local tax rate (see Hypothetical Adjusted Tax Rate above) which would produce the same amount of taxes for each taxing jurisdiction. In such a case, the total local tax rate would decrease by 2.259% (see Hypothetical Decrease in Local Tax Rate above). The hypothetical tax that the Retained Captured Net Tax Capacity of the TIF District would generate is also shown above.

Statement 2: Since the projected Retained Captured Net Tax Capacity of the TIF District is not available to the taxing jurisdictions, then there is no impact on taxes levied or local tax rates.

(1) Taxable net tax capacity = total net tax capacity - captured TIF - fiscal disparity contribution, if applicable.

(2) The impact on these taxing jurisdictions is negligible since they represent only 9.34% of the total tax rate.

Market Value Analysis Report

City of North St. Paul, Minnesota

Tax Increment Financing (Soils Condition) District No. 4-7

MI Homes/Anchor Block South Development

Draft TIF Plan Exhibits: 100 Homes at \$230,000/Unit with 3% MV inflator

<u>Assumptions</u>			
Present Value Date			12/30/18
P.V. Rate - Gross T.I.			5.00%
Increase in EMV With TIF District			\$37,845,980
Less: P.V of Gross Tax Increment			3,941,418
Subtotal			\$33,904,562
Less: Increase in EMV Without TIF			0
Difference			\$33,904,562
	Year	Annual Gross Tax Increment	Present Value @ 5.00%
1	2021	45,435	40,218
2	2022	111,553	94,041
3	2023	179,656	144,241
4	2024	249,801	191,009
5	2025	322,051	234,528
6	2026	332,275	230,451
7	2027	342,806	226,433
8	2028	353,653	222,474
9	2029	364,826	218,574
10	2030	376,333	214,731
11	2031	388,186	210,947
12	2032	400,394	207,220
13	2033	412,969	203,551
14	2034	425,921	199,938
15	2035	439,261	196,381
16	2036	453,002	192,880
17	2037	467,154	189,434
18	2038	481,732	186,043
19	2039	496,746	182,706
20	2040	512,212	179,424
21	2041	528,141	176,194
		\$7,684,107	\$3,941,418



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MEMORANDUM

TO: Dr. Craig Waldron, Interim City Manager
Paul Ammerman, Community Development Director

FROM: Mikaela Huot, Vice President/Consultant

DATE: December 4, 2018

SUBJECT: Financial Feasibility/But for Analysis for Anchor Block South Redevelopment Project

Background

The City of North St. Paul received an application for financial assistance through Tax Increment Financing (TIF) to assist with financing a portion of the extraordinary redevelopment costs related to the acquisition, site rehabilitation and soil corrections on the project site referred to as Anchor Block South. The developer, M/I Homes, has proposed the construction of approximately 100 townhome housing units on the site, subject to receiving tax increment financing assistance necessary to offset some of the extraordinary project costs. The City requested Springsted's assistance with processing the developer's request for assistance that includes review of the developer's financial documents, establishment of a tax increment financing district and recommendation regarding level of tax increment financing assistance.

The purpose of this memorandum is to provide a summary of Springsted's review of the developer's submitted application and supporting financial data to assist the City with making a determination if the project as proposed would be unlikely to proceed "but-for" the requested Tax Increment Financing (TIF) assistance, and to determine the appropriate amount, if any, of public assistance.

Developer Request for Assistance

Assistance has been requested for financing a portion of the costs associated with completion of the project. The developer has proposed the \$24.7 million project will be funded entirely by private funds of the company. However, for the project to be feasible, the developer has requested financial assistance to offset the extraordinary costs. The developer's submitted information provides that the request for assistance would be pay-as-you-financing, as described further in this memo, meaning the developer would incur all costs upfront and be reimbursed over time using the future tax increment revenue stream.

Generally, there are significant costs associated with redevelopment projects including acquisition of land, demolition, soil remediation and corrections, and infrastructure improvement costs for streets and utilities. This location has

significant soils deficiencies including contamination and other related costs that have prohibited the site from developing in the past. To support the request for assistance, the developer has provided a side-by-side comparison showing the extraordinary development costs associated with construction of the project on the current Anchor Block South Site as compared to a greenfield development. The total extraordinary hard costs of the project have been estimated to be \$2,750,000 plus \$300,000 for contingency to total \$3,050,000. We have identified these project costs as the financing gap of the project, thus driving the need for financial assistance. The complete sources and uses (current information as presented to Springsted by the developer) is shown below:

Sources	Amount	Uses	Amount
Equity	\$24,784,500	Property Acquisition	\$2,250,000
Debt		Site Development	\$3,500,000
TIF *		Construction	\$16,400,000
		Arch & Eng Fees	\$830,000
		Legal Fees	\$100,000
		Construction Interest	\$1,104,500
		Contingencies	\$600,000
Total	\$24,784,500	Total	\$24,784,500

** financed as pay as you go for reimbursement of certain costs*

Developer Pro forma But-For Analysis

In approving a TIF district and project, the City must make several findings, including the “but for” test: that the proposed development would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future. The developer has stated the assistance is necessary due to the high costs of redeveloping the site, including acquisition and significant soils contamination cleanup costs to meet the City visions and objectives for the site, and inability of the project to support those costs upon completion. Based on the developer’s stated position relative to the need for tax increment financing assistance, the City could make its “but for” finding and provide tax increment assistance.

We recommend, however, that the City also consider an appropriate level and type of TIF assistance for the project based on the information submitted by the developer. As stated, the City’s position relative to the use of tax increment has typically been to finance extraordinary costs and the level of assistance is in part dictated by the ‘extraordinary’ costs of the project. The developer’s application for tax increment financing assistance identified all generally-eligible tax increment financing costs that include environmental remediation, public improvements, site improvements, land acquisition and consultant costs for a total amount of \$5,987,500. However, not all those costs may be eligible for reimbursement from a soils condition district and are more than needed for the project to proceed.

Based on assumptions regarding future sales prices of the housing units upon construction completion, the developer’s request for assistance was \$2.7 million. The assistance would provide a reasonable return to the developer and allow the project to proceed as proposed. After the original financial data was submitted, the

developer performed additional analysis based on current market data and comparable home sales for the City of North St. Paul. The additional analysis resulted in a need for the developer to reduce the estimated future sales prices of the townhome units. As a result, the developer's request for assistance was increased to \$3.5M. The developer indicated the increase was necessary to offset the reduction in sales revenue for the housing units and still allow the project to be financially feasible.

The developer provided financial data based on estimated total project costs and projected revenues, including the extraordinary redevelopment expenses, to illustrate the need for tax increment financing assistance. The developer is proposing to construct the project in two phases with acquisition and a portion of the redevelopment costs occurring in phase one, followed by subsequent construction of the townhome units. Phase two will occur in the following year(s) to include remaining redevelopment costs and additional housing units. The project will be financed entirely with existing private funds. Without additional revenues through higher sales prices or public assistance, the project is not financially feasible and would provide below-market returns to the developer. With assistance, the project provides returns that would be considered feasible to the developer and allow the project to proceed.

Generally, when reviewing project performance and need for assistance, should the rates of return lie below a reasonable range without assistance; we could assume the project as proposed would not move forward without assistance. Should the returns lie within a reasonable range with the assistance, we could assume the amount of assistance tested is appropriate for the project. All such estimates should be viewed as general indicators of performance and not exact forecasts. The number of current and future variables affecting these estimates and actual results are great. There are no set rate of return benchmarks that dictates whether a project needs TIF assistance or not; however, there are market/industry standards for certain types of projects, as well as more specific investor/developer thresholds that need to be achieved. In addition, the likelihood of certain assumptions used to generate the estimated returns may be adjusted as the project proceeds.

Project Financing

There are generally two ways in which assistance can be provided for most projects, either upfront or on a pay-as-you-go basis. With upfront financing, the City would finance a portion of the developer's initial project costs through the issuance of bonds or as an internal loan. Future tax increment would be collected by the City and used to pay debt service on the bonds or repayment of the internal loan. With pay-as-you-go financing, the developer would finance all project costs upfront and would be reimbursed over time for a portion of those costs as revenues are available.

Pay-as-you-go-financing is generally more acceptable than upfront financing for the City because it shifts the risk for repayment to the developer. If tax increment revenues are less than originally projected, the developer receives less and therefore bears the risk of not being reimbursed the full amount of their financing. However, in some cases pay as you go financing may not be financially feasible. With bonds, the City would still need to make debt service payments and would have to use other sources to fill any shortfall of tax increment revenues. With internal financing,

the City reimburses the loan with future revenue collections and may risk not repaying itself in full if tax increment revenues are not sufficient. The developer's financial information includes pay-as-you-go financing.

Tax Increment Analysis

In order to estimate the amount of TIF revenues generated by the proposed development, certain assumptions were made based on the value of the project, construction schedule, and anticipated financing terms.

- Total project area includes 2 parcels
 - 12.29.22.33.0043
 - Land value of \$372,300 for taxes payable 2019
 - 12.29.22.33.0060
 - Land value of \$178,600 for taxes payable 2019
 - 12.29.22.33.0061
 - Land value of \$793,300 for taxes payable 2019
- Estimated base value (3 parcels) as of Jan. 1, 2018
 - *Total estimated base value: \$1,344,200*
 - *Estimated original net tax capacity*
 - *Reclassification of property from c-i to residential*
- Proposed Development
 - 100 housing units
 - \$230,000 value per unit
- Estimated total market value upon completion
 - \$23,000,000
- Incremental value based on difference between existing and new land/building value
- Construction commences in 2019 and is completed in 2023
 - 5-year buildout – 20 units per year
 - 100% assessed in January of 2024 for taxes payable in 2025
- Election to delay receipt of first increment until 2021
 - Subject to further discussion on construction schedule
- Tax rates, class rates and future market values
 - Class rates
 - 1% up to \$500,000 for residential ownership
 - 3% annual market value inflator
 - Fiscal disparities contribution rate *not applicable for housing projects*
- Amount withheld by City
 - 10%
 - 90% pledged to project
- Net present value (discount) rate
 - 5%
 - Subject to financing assumptions

Tax Increment Revenue Estimates

The tax increment revenue estimates are based on collection of revenues for the full term of the district. Based on the assumptions outlined above and including the developer's preliminary value estimates, the projected tax increment revenues that may be generated from the project are shown in the chart below.

Anchor Block South Development Project	
Estimated Total Taxable Value (\$230,000/unit for 100 units)	\$23,000,000
Total Gross Tax Increment	\$7,656,446
City Retainage (10%)	\$765,644
Net Amount Available for Developer (90%)	\$6,890,802
Estimated Present Value	\$3,449,326

Conclusion

The developer has requested financial assistance ranging from \$2.7 million to \$3.5 million, subject to anticipated sales price of the completed housing units. Following review of the identified project costs that may be financed with tax increment, it has been determined that reimbursement for certain redevelopment costs are consistent with the city's policies for use of tax increment financing. The extraordinary costs for redevelopment of the project site such as is being proposed by the developer include soils correction/remediation and a portion of the acquisition costs.

The amount of assistance proposed to be provided is based on the estimated financial gap for this project to be constructed on the current site resulting from the extraordinary correction costs. This amount includes \$2,750,000 plus some contingency costs to equal \$3,050,000. Through the submission of the tax increment financing application and supporting financial information, the developer has indicated that the project would not occur on the current site without financial assistance from the City due to those extraordinary costs. After review of the financial information, we have determined that with City financial assistance, the project performance is estimated to increase the rate of return to a level necessary for the project to proceed. Without assistance, the project is expected to have lower returns and would not meet current investor requirements. Assistance provided would be as pay-as-you-go financing (supported solely by tax increments generated from this project) and would be based on actual costs incurred related to the soils correction/remediation and acquisition costs.

Thank you for the opportunity to be of assistance to the City of North St. Paul. Please contact me at 651.223.3036 or 651.368.2533 or mhuot@springsted.com with any questions or comments.

MN Statute 469.174 Subd. 19. Definition of a Soils Condition District

"Soils condition district" means a type of tax increment financing district consisting of a project, or portions of a project, within which the authority finds by resolution that the following conditions exist:

(1) the presence of hazardous substances, pollution, or contaminants requires removal or remedial action for use;

(2) the estimated cost of the proposed removal and remedial action exceeds the fair market value of the land before completion of the preparation.

The requirements of clause (2) need not be satisfied, if each parcel of property in the district either satisfies the requirements of clause (2) or the estimated costs of the proposed removal or remedial action exceeds \$2 per square foot for the area of the parcel.

The proposed removal or remediation action must be specified in a development action response plan to satisfy the requirements of described in the first paragraph above.

The term of a Soils Condition District is 20 years after receipt of first increment.

MN Statute 469.176 Subd. 4b. Spending Limitations for a Soils Condition District

Revenue derived from tax increment from a soils condition district may be used only to (1) acquire parcels on which the improvements described in clause (2) will occur; (2) pay for the cost of removal or remedial action; and (3) pay for the administrative expenses of the authority allocable to the district, including the cost of preparation of the development action response plan.

CONTRACT FOR PRIVATE DEVELOPMENT

By and Between

CITY OF NORTH ST. PAUL

and

M/I HOMES MINNEAPOLIS/ST. PAUL, LLC

THIS DOCUMENT WAS DRAFTED BY:

CAMPBELL KNUTSON
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
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**CONTRACT FOR
PRIVATE DEVELOPMENT**

THIS AGREEMENT, made as of the _____ day of 20__, by and between the **CITY OF NORTH ST. PAUL**, a Minnesota municipal corporation (the "City"), and **M/I HOMES MINNEAPOLIS/ST. PAUL, LLC**, a Delaware limited liability company, (the "Developer"),

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.123 through 469.134, the City has formed Municipal Development District No. 4 (the "Development District") and has adopted a development program therefore (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 169.1794, as amended (hereinafter, the "Tax Increment Act"), the City created within the Development District, Tax Increment Financing District No. 4-7 (a Soils Condition District) (the "Tax Increment District"), and has adopted a tax increment financing plan therefor (the "TIF Plan") which provides for the use of tax increment financing in connection with certain development within the Development District;

WHEREAS, the City finds that the proposed development of the Project would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future, and the increased market value of the site that could reasonably be expected to occur without the use of tax increment would be less than the increase in market value estimated to result from the proposed development of the Project after subtracting the present value of the projected tax increments for the maximum duration of the Tax Increment District permitted by the TIF Plan;

WHEREAS, the Development Property (as hereinafter defined) contains contaminated soils and requires significant remedial actions before development can occur. The City has no reason to expect that development would occur but for the assistance provided in the TIF Plan;

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of constructing the Minimum Improvements (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Minimum Improvements, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Minimum Improvements has been undertaken and is being assisted.

WHEREAS, by _____, 20__, the City will request Ramsey County to certify the current net tax capacity of the City of the Tax Increment District pursuant to section 469.177, subdivision 1 of the Tax Increment Act; and

WHEREAS, upon satisfaction of certain conditions set forth in this Agreement, the City will issue the TIF Note subject to the conditions set forth in Article VII of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I **DEFINITIONS**

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented.

Anchor Block Parcel means the portion of the Development Property and Developer Parcel owned by Anchor Crossings, LLC (“Anchor”) to be conveyed to Developer pursuant to a purchase agreement between Anchor and the Developer and legally described in Schedule A.

Available Tax Increment means on each Note Payment Date, ninety percent (90%) of the Tax Increment attributable to the Development Property and paid to the City by Ramsey County in the six months preceding the Note Payment Date. Available Tax Increment shall not include any Tax Increment if, as of any Note Payment Date, there is an uncured Event of Default under this Agreement.

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close.

City means the City of North St. Paul, Minnesota.

City Documents has the meaning set forth in Section 3.8.

City Parcel means the property owned by the City and legally described in Schedule A, which will be conveyed to Developer pursuant to this Agreement.

Construction Plans means the site plan, utility plan, grading and drainage plan, landscape plan, elevations drawings, townhome architectural plans and related documents on the construction work to be performed by the Developer on the Property which have been submitted to and approved by the City Council of the City.

County means Ramsey County, Minnesota.

Developer means M/I Homes Minneapolis/St. Paul, LLC, a Delaware limited liability company, its successors and assigns.

Developer Documents has the meaning set forth in Section 3.7.

Developer Parcel means the portion of the Anchor Block Parcel, owned by Anchor, to be acquired by the Developer and conveyed to the City, as legally described in Schedule A.

Development Contract means the development contract to be negotiated, approved, executed, and recorded against the Development Property by the City and the Developer as required under the City Code.

Development Property or **Property** means the development property legally described in Schedule A of this Agreement.

Element means a single building containing either four (4) or six (6) Townhome units.

Event of Default means any of the events described in Sections 11.1 and 11.2.

Maximum TIF Note Amount has the meaning set forth in Section 7.3.

Minimum Improvements means the soil remediation/correction and grading of the Development Property, the Public Improvements (as hereinafter defined) and an Element containing four (4) model townhomes units, together with related and incidental improvements to be constructed by the Developer on the Property in accordance with the approved Construction Plans.

Market Value means the market value of real property as determined by the County Assessor of the County for real estate tax purposes.

Net Tax Increments means Tax Increments less any amount retained by the City for administrative expenses of the Tax Increment District.

Note or Tax Increment Note or TIF Note means the City's Tax Increment Revenue Note in substantially the form of the note attached to the Authorizing Resolution to be issued to the Developer pursuant to Section 7.3 of this Agreement.

Note Payment Dates or Note Payment Date means each of the Note Payment Dates as set forth in Schedule B of this Agreement; provided that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day.

Project means construction of the Minimum Improvements on the Development Property, which will be part of the planned 100 market-rate townhome project.

Public Improvements means the installation of private streets, city water/sewer, storm sewer and utilities to be performed or constructed by the Developer on or adjacent to the Development Property pursuant to City approved final plans for all phases of development for construction of the Minimum Improvements.

Qualified Costs means the costs of acquisition of the Development Property, grading, site and utility and infrastructure improvements and remediating soil conditions and otherwise preparing the Property for development to be incurred by the Developer pursuant to Section 7.2 and to be reimbursed by the City through the issuance and payment of the Note as described in Section 7.3 of this Agreement eligible for tax increment financing pursuant to Minn. Statutes Section 469.176, subd. 4b, as further delineated under Schedule D.

State means the State of Minnesota.

Tax Increments or Tax Increment means that portion of the real property taxes paid with respect to the Property and Minimum Improvements that is remitted to the City as tax increment pursuant to the Tax Increment Act.

Tax Increment Act means the Tax Increment Financing Act, Minnesota Statutes, sections 469.174 through 469.1794, as amended.

Tax Increment District means Tax Increment Financing (Soils Condition Development) District No. 4-7 and qualified as an economic development district under the Tax Increment Act.

Tax Official means any City or county assessor; County auditor; City, County or State board of equalization, the commissioner of revenue of the State, or any State or federal district court, the tax court of the State, or the State Supreme Court.

Termination Date means the date Tax Increment District terminates, which is (a) 20 years after the date of receipt of the first increment, which termination date is estimated to be December 31, 2041 or (b) such earlier date if, after all of the City's financial obligations with regard to the Tax Increment District have been satisfied, the City elects to terminate the Tax Increment District.

Title Company means Commercial Partners Title, LLC.

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit which directly result in delays, delays which are the direct result of citizen opposition or action affecting this Agreement, environmental delays which are the direct result of the implementation of an environmental agency-approved work plan for remediation, conditions materially different from those revealed in any report or test provided to or obtained by the Developer, or any other causes which the Developer could not reasonably control or circumvent

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties by the City. The City makes the following representations and warranties:

(a) The City is a Minnesota municipal corporation duly organized and existing under the laws of the State. The City has the power to enter into this Agreement and to perform its obligations hereunder.

(b) Tax Increment District is a "soils condition district" within the meaning of Minnesota Statutes, section 469.174, subdivision 19 and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(c) The Project contemplated by this Agreement is in conformance with the development objectives set forth in the TIF Plan.

(d) The City has approved the TIF Plan in accordance with the terms of the Tax Increment Act.

(e) The Authority has approved the Tax Increment District pursuant to the Tax Increment Act.

(f) To finance the costs of the activities to be undertaken by the City, the City shall reimburse the Developer for the Qualified Costs from the Tax Increments as further provided in this Agreement.

(g) There is not pending, nor to the best of the City's knowledge is there threatened any suit, action or proceeding against the city before any court, arbitrator, administrative agency or other governmental authority that may materially and adversely affect the City Parcel, the validity of any of the transactions contemplated hereby, the ability of the City to perform its obligations hereunder or as contemplated hereby, or the validity or enforceability of this Agreement.

(h) The City will reasonably cooperate with the Developer with respect to any litigation commenced by third parties with respect to the Project; however, this provision does not obligate the City to incur costs, except as otherwise provided in this Agreement or elsewhere.

(i) The execution, delivery and performance of this Agreement, and any other documents, instruments or action required or contemplated pursuant to this Agreement by the City does not, and consummation of the transactions contemplated therein and the fulfillment of the terms thereof will not conflict with or constitute on the part of the city a breach of or default under any existing agreement or instrument to which the city is a party or violate any law, charter or other proceeding or action establishing or relating to the establishment and powers of the City or its officers, officials or resolutions.

(h) The City is the fee owner of the City Parcel.

(i) The City, subject to Unavoidable Delays, and subject to the conditions precedent set forth herein, shall at Closing, as hereinafter defined, convey title to the City Parcel pursuant to Article III to the Developer for the Developer's use in accordance with this Agreement.

(j) There are no parties other than the City in possession of any portion of the City Parcel, nor are there any leases (oral or written) applicable to or affecting the City Parcel.

(k) No third party has an option to purchase, right of first refusal, right of first offer or other similar right with respect to all or a portion of the City Parcel and the City has not entered into any other contracts for the sale of all or any portion of the City Parcel with any third party.

(l) The City does not know of any "Wells" located on the City Parcel within the meaning of Minn. Stat. Chapter 103I, except as disclosed herein. This representation is intended to satisfy the requirements of that statute.

(m) Solely for purposes of satisfying the requirements of Minn. Stat. § 115.55, the City certifies that, to the City's knowledge, there is no "individual sewage treatment system" (within the meaning of that statute) on or serving the City Parcel.

(n) To the best of the City's knowledge, there are no storage tanks located on, above or underneath the City Parcel.

(o) Promptly following execution of this Agreement (but no later than five (5) Business Days after the date of this Agreement, the City will provide the Developer with true, correct and complete copies of any environmental reports, surveys, soil borings, title commitment or other documentation in the possession of the City with respect to the City Parcel.

(p) To the best of the City's knowledge, the City Parcel has not been used for production of methamphetamine.

(q) From and after the date of this Agreement until the Closing, the City will not create, suffer or assume any encumbrance on title to the City parcel without Developer's written consent.

(r) The City has not received any notice or communication from any local, state or federal official that the activities of the Developer or the City with respect to the Project may or will be in violation of any environmental law or regulation. The City is aware of no facts the existence of which would cause the City to be in violation of any local, state or federal environmental law, regulation or review procedure or which would give any person a valid claim under any of the foregoing.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(a) The Developer is a Delaware limited liability company and is authorized to transact business in the State of Minnesota, and has full power and authority to enter into this Agreement

and carry out the covenants contained herein and has duly authorized the execution, delivery and performance of this Agreement by proper action of its members.

(b) Subject to the conditions contained in this Agreement, the Developer will acquire the Development Property and construct the Minimum Improvements in accordance with the terms of this Agreement and all local, state and federal laws and regulations.

(c) The Developer will use commercially reasonable efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(d) The Developer has not received any notice or communication from any local, state or federal official that the activities of the Developer or the City with respect to the Project may or will be in violation of any environmental law or regulation. The Developer is aware of no facts the existence of which would cause the Developer to be in violation of any local, state or federal environmental law, regulation or review procedure or which would give any person a valid claim under any of the foregoing.

(e) The Developer would not acquire the Development Property and construction of the Minimum Improvements would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(g) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any evidences of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which the Developer is bound, or constitutes a default under any of the foregoing.

(h) The Developer will reasonably cooperate with the City with respect to any litigation commenced by third parties with respect to the Project; however, this provision does not obligate the Developer to incur costs, except as otherwise provided in this Agreement or elsewhere.

(i) The Developer agrees to pay the total amount of any costs, charges, expenses and attorneys' fees reasonably incurred or paid at any time by City because of any Event of Default by the Developer as to any stipulation, agreement, and covenant of this Agreement, resulting in any suit or proceeding at law or in equity to which the City shall become a party in reference to the Developer's interest in the Development Property or the Project.

(j) There are no pending or threatened legal proceedings, of which the Developer has notice, contemplating the liquidation or dissolution of the Developer or threatening its existence, or seeking to restrain or enjoin the transactions contemplated by the Agreement, or questioning the authority of the Developer to execute and deliver this Agreement or the validity of this Agreement.

(k) The Developer reasonably expects that it will be able to self-fund an amount sufficient, together with funds provided by the City, to enable the Developer to successfully construct the Minimum Improvements, as provided herein, and complete the entire development.

(l) The Developer does not know of any “Wells” located on the Developer Parcel within the meaning of Minn. Stat. Chapter 103I, except as disclosed herein. This representation is intended to satisfy the requirements of that statute.

(m) Solely for purposes of satisfying the requirements of Minn. Stat. § 115.55, the Developer certifies that, to the Developer’s knowledge, there is no “individual sewage treatment system” (within the meaning of that statute) on or serving the Developer Parcel.

(n) Promptly following execution of this Agreement, the Developer will provide the City with copies of any environmental reports, surveys, soil borings, title commitment or other documentation in the possession of the Developer with respect to the Developer Parcel and not previously delivered to the City.

(o) To the best of the Developer’s knowledge, the Developer Parcel has not been used for production of methamphetamine.

(p) From and after the date of this Agreement until the Closing, the Developer will not create, suffer or assume any encumbrance on title to the Developer Parcel without the City’s written consent.

ARTICLE III **LAND EXCHANGE**

Section 3.1. Sale and Purchase of Properties. In consideration of the agreements herein contained, Developer agrees that it will convey to the City the Developer Parcel and the City agrees that it will concurrently convey to the Developer the City Parcel in accordance with the terms of this Agreement.

Section 3.2. Purchase Price. The parties agree that the conveyances contemplated under this Article involve a land exchange only and no monetary consideration, other than the lands to be exchanged and the performance of the obligations under this Agreement, shall be due to either party.

Section 3.3. Environmental Assessment. As soon as possible after the execution hereof, the City and Developer shall have the right, if they desire, at their own expense to inspect the respective properties of the other party being exchanged or conveyed for the purpose of determining whether or not there are any environmental conditions that affect the parcel to be acquired. If the environmental inspection reveals any environmental conditions that are unsatisfactory to the respective party, said party may elect either of the following options:

(a) Terminate this Agreement as provided by statute; or

- (b) Proceed with the terms of this Agreement by waiving the contingency relating to the environmental condition.

Section 3.4. Physical Inspection. The City and Developer shall each have the right from time to time prior to the Closing, to enter upon the respective property being acquired, to examine the same and the condition thereof and to conduct such surveys and to make such engineering and other inspections, tests and studies as they determine to be reasonably necessary for their use of the property. All physical inspections shall be at the sole cost and expense of the party making the same. The City and Developer will conduct all examinations and surveys of the respective properties in a manner that will not harm or damage the respective properties so that it cannot be restored to its prior condition or cause any claim adverse to either party, and will restore the respective properties to the condition they were in prior to any such examination, immediately after conducting said examination. The Developer and the City shall indemnify, defend, and hold harmless each other from any and all claims for injury or death to persons, damage to property or other losses or damages or claims, including, in each instance, reasonable attorneys' fees and litigation costs, arising out of the action of any person or firm entering upon the respective properties, which indemnity will survive the Closing and the termination of this Agreement for a period of one year. The foregoing repair, indemnity and hold harmless obligations, however, do not apply to (i) any loss, liability, cost or expense arising from or related to the acts or omissions of the other party, its agents or consultants, (ii) any diminution in value of the inspected property arising from or relating to matters discovered by the inspecting party during its investigation of the inspected property, (iii) any latent defects in the inspected property discovered by the inspecting party, or (iv) the spread of any hazardous substances which are discovered (but not deposited) on or under the inspected property by the inspecting party so long as the inspecting party promptly ceases its investigation upon encountering hazardous substances.

Section 3.5. Title Examination. Title Examination will be conducted as follows:

(a) Title Evidence. The City and Developer will, as soon as possible after the date of this Agreement, furnish the following (collectively, "Title Evidence") to the other party for the property being transferred by them to the other party under this Agreement:

(i) Title Commitment. If not previously provided, a Commitment for Title Insurance ("Commitment") which includes proper searches covering bankruptcies and state and federal judgments, federal court judgment liens in favor of the U.S., liens, and levied and pending special assessments.

(ii) Title Objections. The City and Developer shall have ten (10) days after receipt of the Commitment for the parcel to be acquired to provide the other party with written objections to the Commitment. The City and Developer shall be deemed to have waived any title objections not made within the ten-day period above, except that this shall not operate as a waiver of either party's covenant to deliver a limited warranty deed under this Agreement.

(iii) Title Corrections and Title Remedies. The City and Developer shall have 20 days from receipt of written title objections by the other party to make reasonably acceptable to

the other party. Upon receipt of title objections, each party shall, within five (5) days, notify the other of their intention to make title marketable within the 20-day period. Liens or encumbrances for liquidated amounts that can be released by payment or escrow from proceeds of Closing shall not delay the Closing. Cure of the defects by either party shall be reasonable, diligent and prompt. Pending correction of title, each party's obligation to close the land exchange hereunder and the Closing shall be postponed.

(b) If notice is given and either party makes title marketable, then upon presentation to the other party of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the Closing shall take place within ten (10) days or on the scheduled Closing Date, as hereinafter defined, whichever is later.

(c) If notice is given and either party proceeds in good faith to make title marketable but the 20 day period expires without title being made marketable, the objecting party may declare this Agreement void by notice; however, neither party shall be liable for damages hereunder to the other.

(d) If either party does not give notice of intention to make title marketable, or if notice is given but the 20 day period expires without title being made marketable due to the other party's failure to proceed in good faith, the exclusive remedy shall be rescission of this Agreement by notice as provided herein.

(e) If title is marketable, or is made marketable as provided herein, and either party defaults in any of the agreements herein, the other party's exclusive remedies shall be to cancel this Agreement as provided by statute or (2) to seek specific performance under this Agreement.

Section 3.6. Closing. Each transaction is contingent upon the successful Closing of the other transaction hereunder, and recording of this Agreement. Unless terminated earlier or extended as provided herein, the date for closing the sale and purchase of the properties ("Closing") shall be on a date mutually agreed to by the parties but not later than January 10, 2019 ("Closing Date"). The Closing shall take place at the offices of Title Company or such other location as mutually agreed upon by the parties and may be completed through escrow of Closing documents with the Title Company.

Section 3.7 Developer's Documents. On the Closing Date, Developer shall execute and deliver to City:

(a) The duly executed limited warranty deed to the Developer Parcel conveying title to the City free and clear of all liens and encumbrances except the following items (allowable encumbrances):

- (i) Building and zoning laws, ordinances, state and federal statutes or other governmental regulations;
- (ii) Real estate taxes for which the City is responsible;

- (iii) Those items approved by the City pursuant to Section 3.5;
 - (iv) drainage and utility easements set forth in a recorded plat of the Developer Parcel;
and
 - (v) Reservation of any minerals or mineral rights in the State of Minnesota.
- (b) A customary affidavit that there are no unsatisfied judgments of record, no actions pending in any state or federal courts, no tax liens, and no bankruptcy proceeding filed against Developer, and no labor or materials have been furnished to the Developer Parcel by or on behalf of the Developer for which payment has not been made, and that to the Developer's actual knowledge there are no unrecorded interests relating to the Developer Parcel.
- (c) A resolution of the members or manager of the Developer authorizing and approving the transaction contemplated by this Agreement, certified as true and correct by an office of the Developer.
- (d) A settlement statement reflecting the financial provisions of the Closing, consistent with the provisions of this Agreement.
- (e) Such other documents as may be reasonably required by the Title Company for issuance of a title insurance policy to the City for the Developer Parcel.

Section 3.8 City's Documents. On the Closing Date, the City shall execute and deliver to Developer:

- (a) The duly executed limited warranty deed to the City Parcel conveying title to Developer free and clear of all liens and encumbrances except the following items (allowable encumbrances):
- (i) Building and zoning laws, ordinances, state and federal statutes or other governmental regulations;
 - (ii) Real estate taxes for which Developer is responsible;
 - (iii) Those items approved by Developer pursuant to Section 3.5
 - (iv) drainage and utility easements set forth in a recorded plat of the City Parcel; and
 - (v) Reservation of any minerals or mineral rights in the State of Minnesota.
- (b) A customary affidavit that there are no unsatisfied judgments of record, no actions pending in any state or federal courts, no tax liens, and no bankruptcy proceeding filed against City, and no labor or materials have been furnished to the City Parcel for which payment has not been made, and that to the best of City's knowledge there are no unrecorded interests relating to the City Parcel.

- (c) A resolution of the City Council authorizing and approving the transaction contemplated by this Agreement.
- (d) A settlement statement reflecting the financial provisions of the Closing, consistent with the provisions of this Agreement.
- (e) Such other documents as may be reasonably required by the Title Company for issuance of a title insurance policy to Developer for the City Parcel.

Section 3.9. Closing Costs and Prorations. The City and Developer agree to the following prorations and allocation of costs regarding this Agreement:

- (a) Real Estate Taxes and Special Assessments.
 - (i) Developer Parcel. General real estate taxes payable in the years prior to the year of closing and installments of special assessments will be paid by Developer. Real estate taxes payable in the year of Closing shall be paid by Developer. Developer shall pay on or before the Closing Date all pending special assessments that are due prior to the Closing. Developer shall pay at closing any deferred real estate taxes or special assessments payment of which is required as a result of the closing. The City shall pay real estate taxes due and payable in the year following closing and thereafter.
 - (ii) City Parcel. General real estate taxes payable in the years prior to the year of closing and installments of special assessments will be paid by the City. Real estate taxes payable in the year of Closing shall be paid by the City. The City shall pay on or before the Closing Date all pending special assessments that are due prior to the Closing. The City shall pay at closing any deferred real estate taxes or special assessments payment of which is required as a result of the closing. Developer shall pay real estate taxes due and payable in the year following closing and thereafter.
- (b) City Closing Costs.
 - (i) Recording fee for the Developer Parcel limited warranty deed;
 - (ii) State deed tax for the City Parcel;
 - (iii) Conservation fee attributable to the City Parcel limited warranty deed;
 - (iv) One-half of the closing fee charged by the Title Company for the land conveyance transactions;
 - (v) The cost for obtaining the Commitment for the City Parcel; and
 - (vi) All costs of the premium for owner's title insurance, if purchased for the Developer Parcel.

- (c) Developer Closing Costs.
 - (i) Recording fee for the City Parcel limited warranty deed;
 - (ii) State deed tax for the Developer Parcel;
 - (iii) Conservation fee attributable to the City Parcel limited warranty deed;
 - (iv) One-half of the closing fee charged by the Title Company for the land transactions;
 - (v) The cost of obtaining the Commitment for the Developer Parcel; and
 - (vi) All costs of the premium for owner's title insurance, if purchased for the City Parcel.
- (d) All costs incidental to the conveyances under this Agreement not otherwise specifically allocated in this Agreement shall be allocated in accordance with the custom and practice for similar transactions in the area in which the Project is located.

Section 3.10 "AS IS" Sale. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY TO BE CONVEYED TO THE PARTY "AS IS," AND "WITH ALL FAULTS," AFTER SUCH INSPECTION, ANALYSIS, EXAMINATION AND INVESTIGATION THE PARTY ACQUIRING THE PROPERTY CARES TO MAKE AND EXPRESSLY WITHOUT COVENANT, WARRANTY OR REPRESENTATION BY THE CONVEYING PARTY AS TO PHYSICAL OR ENVIRONMENTAL CONDITION, TITLE, LEASES, RENTS, REVENUES, INCOME, EXPENSES, OPERATION, FLOOD PLAIN, SHORELAND, WETLANDS, ZONING OR OTHER REGULATION, COMPLIANCE WITH LAW, SUITABILITY FOR PARTICULAR PURPOSES, ALL OTHER MATTERS WHICH THE ACQUIRING PARTY DEEMS RELEVANT TO ITS PURCHASE OF THE PROPERTY CONVEYED TO THE PARTY OR ANY OTHER MATTERS WHATSOEVER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT.

Section 3.11. Possession. Each party shall deliver possession of the property being conveyed by the party no later than the Closing Date.

Section 3.12. Contingencies.

- (a) City's Contingencies. The obligations of the City to close the transactions contemplated under this Agreement are expressly contingent upon each of the following ("City's Contingencies"):
 - (i) The City shall have determined on or before the Closing Date, that it is satisfied, in its sole discretion, with the results of any environmental/soil investigations and tests of the Developer Parcel conducted by the City, the costs of which shall be the responsibility of the City. By executing this Agreement, Developer hereby authorizes the City, its

contractors, and agents to enter upon the Developer Parcel for purposes of conducting environmental, engineering and soil tests.

(ii) All of the representations made by Developer shall be materially true and correct as of the Closing Date.

(iii) Developer platting the Development Property simultaneously with or prior to the Closing.

(iv) The Developer shall have performed all of the obligations this Agreement expressly requires the Developer to perform on or before the Closing Date and the Developer shall not be in default, beyond applicable notice, grace or cure periods, under the Development Contract or this Agreement.

(v) The City shall have approved the Construction Plans.

If the City's Contingencies have not been satisfied on or before the Closing Date, then the City may, at the City's option, terminate this Agreement by giving notice to Developer on or before the Closing Date. The contingencies set forth in this section are for the sole and exclusive benefit of the City, and the City shall have the right to waive the contingencies by giving written notice to Developer.

(b) Developer's Contingencies. The obligations of Developer to close the transactions contemplated under this Agreement are expressly contingent upon each of the following ("Developer Contingencies"):

(i) Developer shall have determined on or before the Closing Date, that it is satisfied, in its sole discretion, with the results of any environmental/soil investigations and tests of the City Parcel conducted by Developer, the costs of which shall be the responsibility of Developer. By executing this Agreement, the City hereby authorizes Developer, its contractors, and agents to enter upon the City Parcel for purposes of conducting environmental, engineering and soil tests.

(ii) All of the representations made by the City shall be materially true and correct as of the Closing Date.

(iii) The City shall have performed all of the obligations required to be performed by the City under this Agreement as of the Closing Date and shall not be in default, beyond applicable notice, grace or cure periods, under this Agreement or Development Contract for the Development Property.

(iv) The City shall have approved the Developer's plat of the Development Property and its Construction Plans.

(v) Developer shall have closed on the purchase of the Anchor Block Parcel.

If the Developer Contingencies have not been satisfied on or before the Closing Date, then Developer may, at Developer's option, terminate this Agreement by giving notice to the City on or before the Closing Date. The contingencies set forth in this section are for the sole and exclusive benefit of Developer, and Developer shall have the right to waive the contingencies by giving written notice to the City.

ARTICLE IV

CONSTRUCTION OF PUBLIC IMPROVEMENTS AND MINIMUM IMPROVEMENTS

Section 4.1. Construction of Public Improvements. Following Closing, the Developer shall, at its sole cost and expense, construct thereon and adjacent thereto as applicable the Public Improvements, all in accordance with City specifications, as soon as practicable, but no later than December 31, 2023 (subject to Unavoidable Delays).

Section 4.2 Construction of Minimum Improvements. Following Closing, the Developer shall, at its sole cost and expense, in accordance with the Construction Plans, as soon as practicable, but no later than December 31, 2023 (subject to Unavoidable Delays) construct the Minimum Improvements on the Property, subject to changes approved by the City, and that it will maintain, preserve and keep those portions of the Minimum Improvements that it owns and controls, including but not limited to all landscaping and exterior improvements in commercially reasonable repair and condition.

Section 4.3. Construction Plans.

(a) The Developer has submitted and the City has approved Construction Plans for the Minimum Improvements. Nothing in this Agreement shall be deemed to limit in any way the Developer's obligation to comply with the City's normal building construction permitting process.

(b) If the Developer desires to make any material change in any Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City Council for approval. For purposes of this Agreement, a "material" change in the Construction Plans shall be any change that reduces the value of the Minimum Improvements, changes the exterior appearance of the Minimum Improvements, or changes the general nature or use of the Minimum Improvements. Any requested change in the Construction Plans shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Developer, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) Business Days after receipt by the City Manager of a written request for the change, which request shall include the proposed change in the Construction Plans and a written narrative explaining the purpose and details of the change.

Section 4.4. Certificate of Completion.

(a) Promptly after substantial completion of both: (i) the Public Improvements (as evidenced by the City's acceptance or final approval); and (ii) each of the model units (as evidenced by the City's certificate of occupancy) the City will furnish the Developer with a Certificate of Completion. Such Certificate of Completion by the City shall be conclusive

determination of satisfaction and termination of all of the agreements and covenants in this Agreement, except any obligations that expressly survive termination.

(b) The Certificate of Completion shall be in such form set forth in Schedule C and as will enable it to be recorded in the proper County office for the recordation of deeds and other instruments pertaining to the Development Property. If the City shall refuse to provide the Certificate of Completion in accordance with the provisions of this Section 4.4 of this Agreement, the City shall, within ten (10) Business Days after written request by the Developer for the certificate of completion, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the reasonable opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion.

(c) The Developer acknowledges that if construction of the Minimum Improvements is delayed due to Unavoidable Delays or for any other reason, this could affect the amount of Available Tax Increment and thus the total amount which may be available to pay the TIF Note. The Developer acknowledges that if the completion of construction of the Minimum Improvements is delayed due to Unavoidable Delays or for any other reason, there will be no compensation to the Developer or any other party for any reduction in the amount available to pay or refund the TIF Note.

Section 4.5 Additional Responsibilities of the Developer.

(a) Developer will use commercial reasonable efforts to cause the Minimum Improvements to be constructed, operated and maintained in substantial accordance with the terms of this Agreement, the final Construction Plans and Development Contract, and all local, State and federal laws and regulation (including, but not limited to zoning, building code and public health laws and regulations).

(b) Developer will obtain, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and Federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(c) Developer will not construct any building or other structures on, over, or within the boundary lines of any public utility easement unless construction is: provided for in such easement, approved by the utility involved, or approved by the City if no utility is then utilizing the easement area.

(d) Developer will comply and cause its contractors to comply with all applicable environmental laws as they relate to the Development Property and the Minimum Improvements.

ARTICLE V
INSURANCE AND CONDEMNATION

Section 5.1. Insurance. (a) The Developer, and its successors or assigns, shall obtain and continuously maintain insurance during the process of constructing the Minimum Improvements and, from time to time at the request of the City, furnish proof to the City that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain, provided that the developer shall obtain the insurance described in clause (i) below with respect to an Element of the Minimum Improvements prior to the commencement of construction of that Element and is only obligated to maintain the insurance described in clause (i) with respect to an Element of the Minimum Improvements until the Developer receives a certificate of completion for that Element:

- (i) Builder's risk or hazard insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the element of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so called "all risk" form of policy.
- (ii) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, Broadening Endorsement including contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$2,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used).
- (iii) Worker's compensation insurance, with statutory coverage and employer's liability protection.

(b) All insurance required in this Article shall be obtained and continuously maintained by responsible insurance companies selected by the Developer or its successors that are authorized under the laws of the State to assume the risks covered by such policies. If available on commercially reasonable terms, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Article. In lieu of separate policies, the Developer or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

ARTICLE VI

THE DEVELOPER COVENANTS

Section 6.1 Construction of the Minimum Improvements. The Developer, or its successors or assigns, will pay all of the reasonable and necessary expenses of the construction of the Minimum Improvements, including all premiums for insuring against loss or damage thereto and adequate insurance against liability for injury to persons or property arising from the construction of the Minimum Improvements as required pursuant to this Agreement. During construction of the Minimum Improvements, the Developer, its successors or assigns, shall not knowingly cause any person working in or attending the Minimum Improvements for any purpose, or any tenant of the Minimum Improvements to be exposed to any hazardous or unsafe condition; provided that such party shall not be in Default hereunder if it has required the contractors employed to perform work on the Minimum Improvements to take reasonable precautions as may be available to protect the persons in and around the Minimum Improvements from hazards arising from the work, and has further required each such contractor to obtain and maintain liability insurance protecting against liability to persons for injury arising from the work. The expenses of construction of the Minimum Improvements shall be borne solely by the Developer, its successors or assigns.

Section 6.2. Business Subsidy Agreement. The City and Developer have determined that a business subsidy agreement within the meaning of the Minnesota Business Subsidy Act, Minnesota Statutes, Sections 116J.993 through 116J.995 is not required in accordance with the exception contained in the Minnesota Business Subsidy Act, Minnesota Statutes, Section 116J.993, subd. 3(16), because the assistance provided is for a tax increment financing soils condition district as defined in Minn. Stat. 469.174, subd. 19.

ARTICLE VII

TAX INCREMENT

Section 7.1. Status of Development Property. As of the date of this Agreement, the Developer has entered into a purchase agreement and this Agreement to acquire the Anchor Block Parcel. The obligations of Developer under this Agreement are expressly contingent upon Developer closing on its purchase of the Anchor Block Parcel and the City Parcel.

Section 7.2. Reimbursement of Qualified Costs. The City has determined that in order to make development of the Minimum Improvements financially feasible, it is necessary to reduce the costs of acquisition of the Development Property, paying for the costs of removal or remedial action and the administrative expenses of the City allocable to the district, including the cost of preparation of the development action response plan, pursuant to Minn. Statutes Section 469.176, subd. 4b, as further delineated in Schedule D (collectively the “Qualified Costs”).

Section 7.3. Issuance of Pay-As-You-Go Note.

(a) In consideration of the Developer constructing the Minimum Improvements and to finance the reimbursement of Qualifying Costs incurred by the Developer, the City will issue and the Developer will purchase the TIF Note with an original principal amount based on the actual Qualified Costs not to exceed \$3,050,000.00 (“Maximum TIF Note Amount”) plus interest, which

shall be payable solely from Available Tax Increment from the Project, in substantially the form attached hereto as Schedule B. The City and the Developer agree that the consideration from the Developer for the purchase of the TIF Note will consist of the Developer's payment of the Qualified Costs incurred by the Developer in at least the principal amount of the TIF Note.

The City will issue the TIF Note, upon satisfaction of the following conditions:

- (i) No Developer Event of Default exist under this Agreement or the Development Contract;
 - (ii) The Developer has provided written evidence satisfactory to the City that the Developer has paid Qualified Costs equal to at least the amount of the TIF Note; and
 - (iii) The Developer has provided written evidence satisfactory to the City that the soil remediation work for the entire Development Property has been completed necessary for construction of the Minimum Improvements and pursuant to the _____ reports.
- (b) Termination of Right to Note. All conditions for delivery of the Note must be met by no later than the date which is less than five (5) years after the date of certification of the Tax Increment District by the county and complies with the so-called five-year rule under Minnesota Statutes Section 469.1763, subd. 3(c) of the TIF Act. If the conditions for delivery of the Note are not satisfied by the date described in this paragraph, the City has no further obligations under this Section.
- (c) The Developer understands and acknowledges that the City makes no representations or warranties regarding the amount of Available Tax Increment, or that revenues pledged to the TIF Note will be sufficient to pay the principal of and interest on the TIF Note. Any estimates of Tax Increment prepared by the City or its municipal advisors in connection with the Tax Increment District or this Agreement are for the benefit of the City and are not intended as representations on which the Developer may rely.
- (d) The City's obligation to make payments on the Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirement that (i) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement, (ii) this Agreement shall not have been rescinded and (iii) the City has received from the County the Tax Increments generated by the Project.
- (e) The City reserves the right to allow the Tax Increment District to remain in existence for 20 years, the maximum duration allowed by law, which is projected to be through the year of 2041.

Section 7.4. Tax Increment Eligibility. If a Developer Event of Default occurs, the City may withhold payments due under the TIF Note until the Developer has cured the Default which gave rise to the Event of Default.

Section 7.5. Assignment of TIF Note. The City acknowledges that the Developer may collaterally assign the TIF Note to a lender that provides the financing for the acquisition of the Development Property, the construction of the Minimum Improvements, and/or the permanent financing for the Development Property and the Minimum Improvements. Any assignment must be approved by the City Council.

ARTICLE VIII FINANCING

Section 8.1. Mortgage Financing INTENTIONALLY DELETED.

Section 8.2. Modification; Subordination. In order to facilitate the Developer obtaining financing for the acquisition of the Property, payment of Qualified Costs and construction of Minimum Improvements, the City agrees to subordinate its rights under this Agreement to the holder of any mortgage securing construction or permanent financing, under terms and conditions reasonably acceptable to the City. Any subordination agreement must be approved by the City Council.

ARTICLE IX TAXES

Section 9.1. Right to Collect Delinquent Taxes.

The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of the Project described in this Agreement, through reimbursement of the Qualified Costs. The Developer understands that the Tax Increment pledged to payment of the Qualified Costs is derived from real estate taxes on the Minimum Improvements, which taxes must be promptly and timely paid.

ARTICLE X TRANSFER LIMITATIONS; TERMINATION AND INDEMNIFICATION

Section 10.1. Representation as to the Minimum Improvements. The Developer represents to the City that its purchase of the Development Property, and its other undertakings under this Agreement, are for the purpose of developing the Minimum Improvements and not for the purpose of speculation in land holding. The Developer acknowledges that, in view of the importance of the Minimum Improvements to the general welfare of the City and the substantial financing by the City for the purpose of making such Minimum Improvements possible, the qualifications and identity of the Developer are of particular concern to the City. The Developer further acknowledges that the City is willing to enter into this Agreement with the Developer because of the qualifications and identity of the Developer.

Section 10.2. Limitations on Transfer. Until the issuance of the Certificate of Completion:

(a) The Developer will not sell, assign, convey, lease or transfer in any other mode or manner any of its right, title, and interest in and to this Agreement, all or any part of the Development Property or the Minimum Improvements, without the express written approval of the City, provided that the consent of the City shall not be required for granting of a mortgage or other security interests in the Minimum Improvements as provided in Section 8.2 hereof and provided further that, notwithstanding anything to the contrary in this Agreement, the Developer may, without the City's prior consent:

- (i) Enter into purchase agreements for the sale of the townhome units to be created within the Elements in the ordinary course of the Developer's business and convey such platted units to third-party purchasers thereof,
- (ii) Convey any easements necessary for the Project;
- (iii) Convey an outlot created for ponding purposes to any homeowner's association to be formed by Developer; or
- (iv) Transfer Developer's interest in and under this Agreement to an affiliate of Developer.

If the City's consent to a transfer is required pursuant to this Section, the City will be entitled to require, as conditions of its approval of any sale, assignment, conveyance, use or transfer of any rights, title, and interest in and to this Agreement, the Development Property or the Minimum Improvements that:

- (i) Any proposed transferee shall not be exempt from the payment of real estate taxes and shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer;
- (ii) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records shall, for itself and its successors and assigns, and expressly for the benefit of the City have expressly assumed all of the obligations of the Developer (or such obligations of the Developer as are applicable to the Minimum Improvements acquired) under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject; and
- (iii) The transferee must demonstrate, in a manner satisfactory to the City, its ability to perform all assumed obligations in this Agreement.

(b) In the absence of specific written agreement by the City to the contrary, Developer's transfer of any portion of the Development Property prior to the issuance of a Certificate of Completion will not relieve the Developer nor any other party bound in any way by this Agreement from their obligations under this Agreement.

Section 10.3. Termination of Agreement. Upon the occurrence of the Termination Date the parties agree to execute and record a document terminating this Agreement and providing for the release of the Developer's obligations under this Agreement.

Section 10.4. Indemnification.

(a) The Developer covenants and agrees that the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from a defect in the Minimum Improvements constructed by the Developer to the extent not attributable to the negligence or intentional misconduct of the Indemnified Parties; provided, however, that the Developer's indemnification obligations in this subparagraph (a) shall not apply to any loss resulting from negligent, willful or wanton misconduct of any of the Indemnified Parties.

(b) Except for negligence or intentional misconduct of the Indemnified Parties, the Developer agrees to indemnify the Indemnified Parties, now and forever, and further agrees to hold the Indemnified Parties harmless from any claims, demands, suits, costs, expenses (including reasonable attorneys' fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting under its direction or control) under this Agreement, including without limitation the Developer's acquisition and construction, installation, ownership, and operation of the Minimum Improvements; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement and that this indemnification shall not apply to any loss resulting from negligent, willful or wanton misconduct of any of the Indemnified Parties; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or damages (including interest thereon from the date the loss is incurred or damages is paid by the City at a rate equal to the "Prime Rate" as set forth from time to time in The Wall Street Journal) as a result of the Project causing the Tax Increment District to not qualify or cease to qualify as an "soils condition district" under section 469.174, subdivision 19, of the Act or to violate limitations as to the use of Tax Increments as set forth in section 469.176, subdivision 4.

Section 10.5 Limitation. All covenants, stipulations, promises, agreements and obligations of the City or the Developer contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the Developer, and not of any governing body member, officer, agent, servant or employee of the City or the Developer in the individual capacity thereof.

ARTICLE XI

EVENTS OF DEFAULT

Section 11.1. Developer Event of Default. The following shall be "Events of Default" by the Developer:

(a) Failure by the Developer to close on the acquisition of the Development Property on or before the Closing Date.

(b) Failure by the Developer to pay timely any ad valorem real property taxes or special assessments assessed with respect to the Development Property.

(c) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(d) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(e) Failure by the Developer to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(f) If the Developer shall

- (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or
- (ii) make an assignment for the benefit of its creditors; or
- (iii) admit in writing its inability to pay its debts generally as they become due; or
- (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 11.2. City Event of Default. Subject to Unavoidable Delays, the failure of the City to observe or perform any covenant, condition, obligation or agreement on its part to be observed or

performed under this Agreement, and the continuation of such failure for a period of thirty (30) days after written notice of such failure from any party hereto shall be an Event of Default by the City.

Section 11.3. Cure Rights. Each party shall provide the other party with thirty (30) days written notice of, and opportunity to cure, any Event of Default. Notice of such Event of Default shall specify the nature of the Event Default and the actions necessary to cure such default. Notwithstanding the foregoing, if an Event of Default reasonably requires more than thirty (30) days to cure, such Event of Default shall not constitute an Event of Default, provided that the curing of such Event of Default is promptly commenced upon receipt by the defaulting party of the notice of the Event Default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that the defaulting party keeps the non-defaulting party well informed at all times of its progress in curing the Event of Default; provided in no event shall such additional cure period extend beyond 365 days.

Section 11.4. City Remedies on Developer Events of Default. Whenever any Event of Default of the Developer occurs and is not cured, the City may take any one or more of the following exclusive remedies:

- (i) Terminate this Agreement;
- (ii) Exercise its rights under Section 7.3 of this Agreement regarding the Developer's TIF eligibility; or
- (iii) Suspend performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure the Event of Default and continue its performance under this Agreement;
- (iv) Take whatever action at law or in equity may appear necessary or desirable to the city to collect any payments due to the City under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer to the City under this Agreement; and
- (v) Except for a default under Article III, the City shall have all remedies normally available at law and in equity to enforce performance of the City's rights under this Agreement including a right to specific performance.

Notwithstanding anything to the contrary in this Agreement, however, if any Event of Default by Developer occurs prior to Closing, the City's sole remedy shall be to terminate this Agreement in the manner provided by Minn. Stat. Sec. 559.21, in which event this Agreement shall be deemed null and void and the parties shall be released from all further obligations and liabilities under this Agreement, except for such indemnification obligations which expressly survive such termination. The foregoing remedies, whether before or after Closing, will be the only remedies available to the City for an Event of Default by Developer, and Developer will not be liable for damages (except for those arising out of indemnification obligations set forth herein) or specific performance.

Section 11.5. Developer Remedies on City Event of Default. Whenever any Event of Default of the City occurs, the Developer may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the City under this Agreement, including an action for specific performance.

Section 11.6. No Remedy Exclusive. Except as expressly stated elsewhere herein, no remedy herein conferred upon or reserved to the City or the Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the city or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article XI.

Section 11.7. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 11.8. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City or the Developer shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the other herein contained, the defaulting party agrees that it shall, on demand therefor, pay to the other the reasonable fees of such attorneys and such other reasonable expenses so incurred by it. The City and Developer waive their right to a jury trial on the issues of who is the prevailing party and the reasonable amount of attorneys' fees and costs to be awarded to the prevailing party. Those issues will be decided by the trial judge upon motion by one or both parties, such motion to be decided based on the record as of the end of the trial augmented only by the testimony and/or affidavits from the attorneys and their staff. The parties agree that, subject to the trial judge's discretion, the intent is to have all issues related to the award of attorneys' fees and costs decided by the trial judge as quickly as practical.

ARTICLE XII

ADDITIONAL PROVISIONS

Section 12.1. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.2. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City, the Developer and/or any third party.

Section 12.3. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 12.4. Counterparts. This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

Section 12.6 Amendments. Except as otherwise herein provided, and not otherwise, no subsequent alteration, amendment, change, waiver, discharge, termination, deletion, or addition to this Agreement shall be binding upon the parties to this Agreement unless in writing and signed by such parties.

Section 12.7. Conflicts of Interest. No member of the governing body or other official of the City shall participate in any decision relating to the Agreement, the Tax Increment District or the Project, which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 12.8. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by email (with evidence of receipt), registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer is addressed to or delivered personally to Developer at:

M/I Homes Minneapolis/St. Paul, LLC
5354 Parkdale Drive, Suite 100
St. Louis Park, MN 55416
Attn: John Rask
Email: jrask@MIHomes.com

With a copy to:

Larkin Hoffman Daly & Lindgren, Ltd.
8300 Norman Center Drive, Suite 1000
Minneapolis, MN 55437-1060
Attn: Thomas F. Alexander
Email: talexander@larkinhoffman.com

- (b) in the case of the City is addressed to or delivered personally to the City at:

City of North St. Paul
2400 Margaret Street
North St. Paul, Minnesota 55109
Attn: City Manager
Email (Prior to January 4, 2019): craig.waldron@northstpaul.org
Email (On or after January 4, 2019): scott.duddeck@northstpaul.org

With a copy to:

Campbell Knutson, P.A.
860 Blue Gentian Road
Suite 290
Eagan, Minnesota 55121
Attn: Soren Mattick
Email: smattick@ck-law.com

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 12.9. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 12.10. Execution by Developer. This Agreement and any amendments hereto shall not be effective against Developer unless executed and delivered by at least one of the following officers on behalf of Developer (each, an “Authorized Officer”): Robert H. Schottenstein, its Chief Executive Officer and President; Phillip G. Creek, its Executive Vice President and Chief Financial Officer; J. Thomas Mason, its Executive Vice President and Chief Legal Officer; or Donald R. Westfall, Senior Vice President and General Counsel or Maria Gargrave, Vice President and Assistant General Counsel. Execution and delivery by anyone in addition to an Authorized Officer may be for Developer convenience but is not effective as against Developer unless, as noted above, at least one Authorized Officer also executes and delivers this Agreement and any amendment hereto. Once this Agreement has been executed by an Authorized Officer, Ronald H. Martin, the Region President, or Gary M. White, the Area President, is authorized and empowered to execute and deliver in the name and on behalf of Developer any and all documents that may be required to effectuate the Closing in accordance with this Agreement. The foregoing shall not limit Developer’s right through a duly adopted resolution of Developer, to add to, reduce or substitute any Authorized Officer, or the Area President, for any purpose.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be duly executed on or as of the date first above written.

[remainder of page intentionally left blank]

CITY OF NORTH ST. PAUL

By _____
Mike Kuen, Mayor

By _____
Craig Waldron, City Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this __ day of _____, 20__,
by Mike Kuehn and Craig Waldron, respectively the Mayor and City Manager of the City of North
St. Paul, a Minnesota municipal corporation, on behalf of the City.

Notary Public

**M/I HOMES MINNEAPOLIS/ST. PAUL,
LLC**

By: _____
Gary White
Its: Area President

By: _____
Maria Gargrave
Its: Vice President and Assistant
General Counsel

STATE OF _____)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by Gary White, the Area President of M/I Homes Minneapolis/St. Paul, LLC, a Delaware
limited liability company, on behalf of the company.

Notary Public

STATE OF _____)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by Maria Gargrave, the Vice President and Assistant General Counsel of M/I Homes
Minneapolis/St. Paul, LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

**SCHEDULE A
LEGAL DESCRIPTIONS**

Legal Description of Development Property:*[NEEDS TO BE CONFIRMED]*

Lots 1 and 20, Block 3, North St. Paul Proper, except that part of said Lot 1 taken for McKnight Road widening.

Those parts of Lots 2, 3, 4, 21 and 22, Block 3, North St. Paul Proper, lying Northerly and Northwesterly of Tract A, Registered Land Survey No. 52, except that part of Lot 4 taken for McKnight Road widening.

Those parts of Lots 1, 2, 3 and 4, Block 1, North St. Paul Land Company's Re-arrangement of Lot 10 through 19, inclusive, of Block 3, and Lots 2 through 23, inclusive, of Block 6, North St. Paul Proper, lying Northerly and Northwesterly of Tract A, Registered Land Survey No. 52.

Those parts of Lots 20, 36, 37 and 38, Block 1, North St. Paul Land Company's Re-arrangement of Lots 10 through 19, inclusive, of Block 3 and Lots 2 through 23, inclusive, of Block 6, North St. Paul Proper, lying Northerly and Northwesterly of a line running parallel with and distant 80 feet Southeasterly of the Southeasterly line of Minneapolis, St. Paul and Sault Ste. Marie Railway Company's right-of-way, said Southeasterly line being a line running Northeasterly at an angle of 51 degrees 23 minutes 30 seconds to the West line of Section 12, Township 29, Range 22, from a point on said West line distant 532.16 feet North of the Southwest corner of said Section 12.

Except that part of Lots 1 and 4, Block 3, North St. Paul Proper, as shown in Parcel 349 on Minnesota Department of Transportation Right of Way Plat No. 62-36 as the same is on file and of record in the office of the Registrar of Titles for Ramsey County, together with all right of access as shown on said plat by the access control symbol.

Ramsey County, Minnesota
Torrens Property

AND

Tract A, Registered Land Survey No. 52, except that part lying South of the extended North line of Tracts B, C, D and E, Registered Land Survey No. 52 and West of a line drawn parallel to and 100 feet West of the most Easterly line of Tract A.

Except that part of Tract A, Registered Land Survey No. 52, shown as Parcel 349 on Minnesota Department of Transportation Right of Way Plats Numbered 62-36, as the same is on file and of record in the office of the Registrar of Titles in and for Ramsey County, Minnesota, together with all right of access as shown on said plat by the access control symbol.

Ramsey County, Minnesota
Torrens Property

AND

Lot 20, except that part thereof embraced within the plat of Edstrand's Rearrangement, and Lots Twenty-three (23) to Thirty-eight (38), inclusive, in Block One (1) of the North St. Paul Land Company's Rearrangement of Lots 10 to 19, inclusive, of Block 3 and Lots 2 to 23, inclusive, of Block 6, of North St. Paul Proper, Ramsey County, Minnesota, except that part of Lot 20 and Lots 36, 37, and 38 in said Block 1, lying Northerly and Westerly of a line drawn parallel to and distant 60 feet from the center line of the right of way of the Minneapolis and St. Paul Suburban Railroad Company and Southeast thereof, same being 2 strips of land each 40 feet in width along the right of way and adjacent thereto, all measurements being made at right angles to said right of way, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County.

Ramsey County, Minnesota
Abstract Property

AND

Lots 1 and 2, Edstrand's Rearrangement, Ramsey County, together with that part of the vacated alley accruing thereto by reason of the vacation thereof.

AND

Lot 22, Block 1, The North St. Paul Land Company's Re-arrangement of Lots 10 to 19 (inclusive) of Block 3 and Lots 2 to 23 (inclusive) of Block 6 of North St. Paul Proper, Ramsey County, together with that part of the vacated alley accruing thereto by reason of the vacation thereof.

Legal Description of Anchor Block Parcel:

Lots 1 and 20, Block 3, North St. Paul Proper, except that part of said Lot 1 taken for McKnight Road widening.

Those parts of Lots 2, 3, 4, 21 and 22, Block 3, North St. Paul Proper, lying Northerly and Northwesterly of Tract A, Registered Land Survey No. 52, except that part of Lot 4 taken for McKnight Road widening.

Those parts of Lots 1, 2, 3 and 4, Block 1, North St. Paul Land Company's Re-arrangement of Lot 10 through 19, inclusive, of Block 3, and Lots 2 through 23, inclusive, of Block 6, North St. Paul Proper, lying Northerly and Northwesterly of Tract A, Registered Land Survey No. 52.

Those parts of Lots 20, 36, 37 and 38, Block 1, North St. Paul Land Company's Re-arrangement of Lots 10 through 19, inclusive, of Block 3 and Lots 2 through 23, inclusive, of Block 6, North St. Paul Proper, lying Northerly and Northwesterly of a line running parallel with and distant 80 feet Southeasterly of the Southeasterly line of Minneapolis, St. Paul and Sault Ste. Marie Railway Company's right-of-way, said Southeasterly line being a line running Northeasterly at an angle of

51 degrees 23 minutes 30 seconds to the West line of Section 12, Township 29, Range 22, from a point on said West line distant 532.16 feet North of the Southwest corner of said Section 12.

Except that part of Lots 1 and 4, Block 3, North St. Paul Proper, as shown in Parcel 349 on Minnesota Department of Transportation Right of Way Plat No. 62-36 as the same is on file and of record in the office of the Registrar of Titles for Ramsey County, together with all right of access as shown on said plat by the access control symbol.

Ramsey County, Minnesota
Torrens Property

AND

Tract A, Registered Land Survey No. 52, except that part lying South of the extended North line of Tracts B, C, D and E, Registered Land Survey No. 52 and West of a line drawn parallel to and 100 feet West of the most Easterly line of Tract A.

Except that part of Tract A, Registered Land Survey No. 52, shown as Parcel 349 on Minnesota Department of Transportation Right of Way Plats Numbered 62-36, as the same is on file and of record in the office of the Registrar of Titles in and for Ramsey County, Minnesota, together with all right of access as shown on said plat by the access control symbol.

Ramsey County, Minnesota
Torrens Property

AND

Lot 20, except that part thereof embraced within the plat of Edstrand's Rearrangement, and Lots Twenty-three (23) to Thirty-eight (38), inclusive, in Block One (1) of the North St. Paul Land Company's Rearrangement of Lots 10 to 19, inclusive, of Block 3 and Lots 2 to 23, inclusive, of Block 6, of North St. Paul Proper, Ramsey County, Minnesota, except that part of Lot 20 and Lots 36, 37, and 38 in said Block 1, lying Northerly and Westerly of a line drawn parallel to and distant 60 feet from the center line of the right of way of the Minneapolis and St. Paul Suburban Railroad Company and Southeast thereof, same being 2 strips of land each 40 feet in width along the right of way and adjacent thereto, all measurements being made at right angles to said right of way, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County.

Ramsey County, Minnesota
Abstract Property

AND

Lots 11, 12, 13, 14, 15, 16, 17 and 18, Block 2, the North St. Paul Land Company's Rearrangement of Lots 10 to 19, inclusive, of Block 3 and Lots 2 to 23, inclusive, of Block 6, of North St. Paul Proper, Ramsey County, Minnesota.

Abstract Property

AND

Lots 9 and 10, Block 2, the North St. Paul Land Company's Rearrangement of Lots 10 to 19, inclusive, of Block 3, and Lots 2 to 23, inclusive, of Block 6, of North St. Paul Proper, Ramsey County, Minnesota.

Abstract Property

Legal Description of City Parcel

Lots 1 and 2, Edstrand's Rearrangement, Ramsey County, together with that part of the vacated alley accruing thereto by reason of the vacation thereof.

AND

Lot 22, Block 1, The North St. Paul Land Company's Re-arrangement of Lots 10 to 19 (inclusive) of Block 3 and Lots 2 to 23 (inclusive) of Block 6 of North St. Paul Proper, Ramsey County, together with that part of the vacated alley accruing thereto by reason of the vacation thereof.

Legal Description of Developer Parcel:

Lots 11, 12, 13, 14, 15, 16, 17 and 18, Block 2, the North St. Paul Land Company's Rearrangement of Lots 10 to 19, inclusive, of Block 3 and Lots 2 to 23, inclusive, of Block 6, of North St. Paul Proper, Ramsey County, Minnesota.

Abstract Property

AND

Lots 9 and 10, Block 2, the North St. Paul Land Company's Rearrangement of Lots 10 to 19, inclusive, of Block 3, and Lots 2 to 23, inclusive, of Block 6, of North St. Paul Proper, Ramsey County, Minnesota.

Abstract Property

**SCHEDULE B
FORM OF TIF NOTE**

TAX INCREMENT NOTE

\$ _____

Date of Original Issue: _____, 20__

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY COUNTY
CITY OF NORTH ST. PAUL

TAX INCREMENT REVENUE NOTE

Rate

Accrual Date

5%

(to be determined)

The City of North St. Paul, Minnesota (the "City"), for value received, certifies that it is indebted and hereby promises to pay to M/I Homes Minneapolis/St. Paul, LLC, a Delaware limited liability company, or registered assigns (the "Owner"), the principal sum of \$_____ and to pay interest thereon at the annual interest rate set forth above, as and to the extend set forth herein.

1. Payments. Principal and interest (the "Payments") will be paid on August 1, 20__, and each February 1 and August 1 thereafter to and including February 1, 20__ (the "Payment Dates"), in the amounts and from the sources set forth in Section 3 herein. Payments will be applied first to accrued interest, and then to unpaid principal.

Payments are payable by mail to the address of the Owner or any other address as the owner may designate upon thirty (30) days' written notice to the City. Payments on this Note are payable in any coin or currency of the United States of America which, on the Payment Date, is legal tender for the payment of public and private debts.

2. Interest. Interest at the rate stated herein will accrue on the unpaid principal, commencing on the date the City receives and approves written evidence of the Owner's expenditures related to all Qualified Costs eligible to be reimbursed with tax increment related to as provided under the Contract for Private Development between the City and Owner dated _____, 2018 (the "Agreement"), all in accordance with Article 7 of the Agreement. Interest accruing from and after the Accrual Date shall accrue on a simple basis and will not be added to principal. Interest will be computed on the basis of a year of three hundred sixty (360) days comprised of twelve (12) months of thirty (30) days.

3. Available Tax Increment. Payments on this Note are payable on each Payment Date in the amount of and solely payable from "Available Tax Increment," which will mean, on

each Payment Date, ninety percent (90%) of the Tax Increment attributable to the Development and paid to the City by Ramsey County in the six (6) months preceding the Payment Date, all as the terms are defined in the Agreement. Available Tax Increment will not include any Tax Increment if, as of any Payment Date, there is an uncured Event of Default under the Agreement; provided, however, that once an Event of Default is cured, any Available Tax Increment withheld shall be deemed Available Tax Increment for the next Payment Date.

The City will have no obligation to pay principal of and interest on this Note on each payment Date from any source other than Available Tax Increment, and the failure of the City to pay the entire amount of principal of or interest on this Note on any Payment Date will not constitute a default hereunder as long as the City pays principal of and interest hereon to the extent of Available Tax Increment. The City will have no obligation to pay unpaid balance of principal or accrued interest that may remain after the final Payment on February 1, 20__.

4. Optional Prepayment. The principal sum and all accrued interest payable under this Note is prepayable in whole or in part at any time by the City without premium or penalty. No partial prepayment will affect the amount or timing of any other regular payment otherwise required to be made under this Note.

5. Termination. At the City's option, this Note will terminate and the City's obligation to make any payments under this Note will be discharged upon the occurrence of an Event of Default on the part of the Developer as defined in Section 11.1 of the Agreement, but only if the Event of Default has not been cured in accordance with Section 11.3 of the Agreement.

6. Nature of Obligation. This Note is one of an issue in the total principal amount of \$_____ all issued to aid in financing a project as defined in Minnesota Statutes, Section 469.174, subdivision 8, consisting of defraying certain qualified costs pursuant to Minnesota Statutes, Section 469.176, Subd. 4b incurred within and for the benefit of the Anchor Block South Development Project, Tax Increment Financing (Soils Condition) District No. 4-7 and issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 through 469.1794, as amended. This Note is a limited obligation of the City which is payable solely from Available Tax Increment pledged to the payment hereof under the Agreement. This Note and the interest hereon will not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota nor any political subdivision thereof will be obligated to pay the principal of or interest on this Note or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

7. Estimated Tax Increment Payments. Any estimates of Tax Increment prepared by the City or its municipal advisors in connection with the TIF District or the Agreement are for the benefit of the City, and are not intended as representations on which the Owner or Developer may rely.

THE CITY MAKES NO REPRESENTATION OR WARRANTY THAT THE AVAILABLE TAX INCREMENT WILL BE SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THIS NOTE.

8. Registration and Transfer. This Note is issuable only as a fully registered note without coupons. Subject to certain limitations set forth therein, this Note is transferable upon the books of the City kept for that purpose at the principal office of the City Finance Director, by the Owner hereof in person or by the Owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the City duly executed by the Owner. Upon the transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the City with respect to the transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, bearing interest at the same rate and maturing on the same dates within 15 days after the delivery by the Owner of its request and approval of such request by the City if required under the Agreement.

Except as otherwise provided in Section 7.5 of the Agreement, this Note shall not be transferred to any person or entity, unless the City has provided written consent to such transfer.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed in order to make this Note a valid and binding limited obligation of the City according to its terms, have been done, do exist, have happened, and have been performed in due form, time and manner as so required.

IN WITNESS WHEREOF, the City Council of the City of North St. Paul, Minnesota, has caused this Note to be executed with the manual signatures of its Mayor and City Manager, all as of _____, 20____.

**CITY OF NORTH ST. PAUL,
MINNESOTA**

Mayor

City Manager

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the City's Manager, in the name of the person last listed below.

Date of Registration

Registered Owner

Signature of City Manager

M/I Minneapolis/St. Paul, LLC

Federal ID # _____

SCHEDULE C
FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

A. M/I HOMES MINNEAPOLIS/ST. PAUL, LLC, a Delaware limited liability company (the “Developer”), pursuant to the Contract for Private Development with the CITY OF NORTH ST. PAUL (the “City”) dated _____, 20__ (the “Agreement”), has agreed to complete the Public Improvements and model unit Element, as defined in and in accordance with the Agreement, on that certain real property (the “Development Property”) located in Ramsey County, Minnesota, described on the attached Exhibit A.

B. The Developer has substantially completed construction of the Public Improvements and model units Element as required under the Agreement.

C. The issuance of this Certificate of Completion by the City is not intended nor shall it be construed to be a warranty or representation by the City as to the structural soundness of the Public Improvements and model units Element, including, but not limited to, the quality of materials, workmanship or the fitness of the Public Improvements and model units Element or it/their proposed use.

NOW THEREFORE, this is to certify that all construction and other physical improvements specified to be done and made by the Developer pursuant to the Agreement have been substantially completed, and the provisions of this Agreement imposing obligations on the Developer to construct any and all improvements, are hereby satisfied and terminated, and the County Recorder and Registrar of Titles in and for the County of Ramsey and State of Minnesota are hereby authorized to record this instrument, to be a conclusive determination of the satisfactory termination of said provisions of the Agreement

Dated: _____, 20__

CITY:
CITY OF NORTH ST. PAUL

By: _____
_____, Mayor

And: _____
_____, City Manager

SCHEDULE D
DESCRIPTION OF QUALIFIED COSTS

M/I Homes
But For Analysis
Anchor Block/North St. Paul
TIF 4-7

	Extraordinary Costs
LAND ACQUISITION:	\$500,000
REMOVAL/ SOILS REMEDIATION:	\$2,150,000 (1)
ADMIN AND/REMEDIAL ACTION PLAN (RAP)	\$100,000
CONTINGENCY	\$300,000 (2)
TOTAL	\$3,050,000

- (1) This category includes the following:
- a. Debris laden fill and contaminant removal
 - b. Import and compact clean fill
 - c. Site demolition, clearing, grubbing, erosion control
 - d. Retaining walls/railing (fence on top of wall)/site stabilizing
- (2) Contingency for unknown costs associated with Qualified Costs.

Agenda Information Memorandum
North St. Paul Regular City Council Meeting
December 4, 2018

FROM THE OFFICE OF THE CITY ENGINEER

Agenda placement: City Business

Subject: Update and Recommendations from Silver Lake Tree Preservation Working Group for the 2018 Street and Utilities Improvement Project (S.A.D. 18-01), Lake Boulevard Alignment and Underground Overhead Utilities.

To: Honorable Mayor and City Council

Background/Facts:

City Council previously discussed Silver Lake Tree Preservation Working Group Recommendations at the November 13th, 2018 Special Council Workshop Meeting and directed staff to bring back the recommendation and options specific to Lake Boulevard to the next Regular City Council meeting for Council consideration and a final decision by Council. The Working Group Recommendation is included here below as originally included in the workshop staff agenda information memorandum. Additional updated information and outline of available options and costs follows this section for consideration.

Lake Boulevard

The WG recommends shifting Lake Boulevard to the east approximately 2.5 feet south of Poplar Avenue to 19th Avenue.

Beneficial Considerations:

1. Preserves 7 mature trees all on west side of road. 3 Basswood, 3 Maple, 1 Oak.

Disadvantageous Considerations:

1. Requires removal and replacement of 4 power poles and an electrical transformer to accommodate the shift of the roadway to the east. The cost of this move by City Electrical Department is estimated at up to approximately \$40,000 and will require relocation of telephone and cable communication private utilities that also reside on the poles and underground at those locations.

Follow Up on Council Workshop Discussion Items

1. As requested by Council, all driveways were checked for existing length and no ordinance conforming driveways are adversely affected for length or vehicle parking with the Lake Boulevard alignment shift recommended by the Tree Preservation Working Group.
2. Electrical Director Brian Frandle looked into the undergrounding of overhead electrical infrastructure on the east side of Lake Boulevard between 19th Avenue and Swan Avenue. His findings are summarized as follows:

- a. The estimated cost to underground overhead city electrical and private communication utilities, combined with aforementioned relocation of poles to accommodate the Tree Working Group recommendation, is \$70,000, which includes the installation of a necessary switchgear at \$20,000.
- b. There is one home served by overhead electrical service that would be required to change to underground service with this change. Electrical Director Frandle made contact with the property owner and discussed what would be required. He also contacted the property owner's electrician and received a rough estimate of private electrical work that would be required at the home to facilitate the change to underground service. There would be a standard \$650 City fee, and the property owner's electrician indicated an approximate cost of \$700 of private electrical work. Frandle contacted the property owner back and discussed the costs. The resident indicated in response that she was not willing to pay to have the work done. Frandle indicated that there is no past precedent for the City to require a resident to incur these costs, or for the City to waive fees or cover private costs with City funds as a part of a City-led effort. As such, staff is not recommending this option to Council.

Recommendation: It is recommended the City Council provide staff direction by motion and second on the Silver Lake Tree Preservation Working Group recommendations and whether to incorporate their recommendations into the roadway design for the 2018 Street and Utility Improvement Project. The two staff recommended alternative options for City Council consideration are:

1. Shifting Lake Boulevard to the east approximately 2.5 feet south of Poplar Avenue to 19th Avenue as recommended by the Silver Lake Tree Preservation Working Group.

-or-

2. Maintain the Lake Boulevard alignment as currently ordered and included in the project design.

Respectfully submitted,

/s/ MD by mm

Morgan Dawley, PE
City Engineer

APPROVED FOR AGENDA ENCLOSURE:

/s/ CW by mm

Dr. Craig Waldron
City Manager