

**CITY OF NORTH ST. PAUL
CITY COUNCIL
REGULAR MEETING AGENDA
OCTOBER 1, 2019
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 Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong

IV. ADOPT AGENDA

V. PRESENTATIONS

VI. CONSENT AGENDA

- A. September 17, 2019 regular meeting minutes.
- B. General accounts payable: \$393,448.85.
- C. HRA accounts payable: \$2,035.23.
- D. Agreement between the City of Saint Paul and the City of North St. Paul to continue receiving federal grant-funded enhanced traffic enforcement.
- E. Application for a Temporary On-Sale Liquor License AND an Application for a Charitable Gambling for Exempt Permit for the North Star Scouting Memorabilia, Inc., North St. Paul. Event to be held Saturday, November 16, 2019.

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. Receive Feasibility Report for 2020 Street and Utility Improvement Project SAD 20-01/Set Public Improvement Hearing/Set Assessment Hearing for November 4th at 4pm.
- B. Purchase of 2242 1st Street
- C. Anchor North Commission Sales Agreements

D. Cable Commission Termination Letter/Cable Franchise Agreement with Comcast

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, October 15, 2019 at 6:30 p.m.

**City of North Saint Paul
September 17, 2019
Proposed Regular City Council Meeting Minutes**

I. CALL TO ORDER

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

II. THE PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

III. ROLL CALL

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

Staff: City Manager Scott Duddeck, City Engineer Morgan Dawley, Ryan Krzos -
WSB, Electric Director Brian Frandle, Finance Director Jason Zimmerman,
Public Works Director Nick Fleischhacker, Deputy Clerk Mary Mills.

IV. ADOPT AGENDA

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

V. PRESENTATIONS

There were no presentations.

VI. APPROVAL OF CONSENT AGENDA

Mayor Furlong requested the following correction to the September 3, 2019 minutes:

-Page 2, 2nd to last paragraph, 2nd line – replace “Paul Bruggeman” with “the City of North St. Paul”

On motion by Council Member Walczak, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to adopt the consent agenda, Resolution No. 2019-118 consisting of:

- A. September 3, 2019 regular meeting minutes
- B. General accounts payable: \$2,227,594.64
- C. EDA accounts payable: \$925.00
- D. HRA accounts payable: \$22,248.34
- E. Authorize the closing of City Hall on Tuesday, December 10, 2019 from 11:30 a.m. until 1:30 p.m. to conduct an all staff recognition event

- F. Set Public Meeting Date for SWPPP Annual Review for November 19, 2019
- G. Set Public Hearing Date for Special Assessments for Unpaid City Bills on October 15, 2019. Resolution No. 2019-119.
- H. Approve Resolution Relating to Parking Restrictions on Anchor Drive (S.A.P. 151-020-033). Resolution No. 2019-120.
- I. Authorize Advertisement for Bids for the McKnight Road (CSAH 68) Intersection Improvements, City Project 19-02

VII. MEETING OPEN TO PUBLIC

John Schmahl stated he recently saw a sign for Columbus Township on a bridge over Highway 97. He added there was discussion regarding the addition of a City of North St. Paul sign on the Margaret Street bridge, but it is not allowed by the Minnesota Department of Transportation (MnDOT). He requested that City Staff look into this issue.

Mr. Schmahl asked whether the name “Anchor Drive” is the official name of the proposed street that will run through the Anchor Block property. City Manager Scott Duddeck that is the direction at this point.

Mr. Schmahl asked who will be responsible for snow removal on the sidewalk near the development. Mr. Duddeck stated maintenance has not yet been discussed, but the City’s policy is that sidewalks on main thoroughfares are cleared by the City.

Rachel DesJardins stated she hopes to open an Airbnb at her brother’s North St. Paul home at his request while he is deployed. She added City Staff informed her that short-term rental use is not allowed in the District where her brother’s house is located. She noted the home is located on an intersection, and she was told that rental use is allowed at other properties on the intersection.

Mr. Duddeck stated Airbnb is not recognized as a use in North St. Paul, and the rental housing license program is currently used to manage these types of requests. Mr. Duddeck agreed to work with Ms. DesJardins to find a solution. He noted many metro area cities have ordinances with specific licensing for Airbnb’s, but it is not prohibited.

Council Member Thorsen stated the City should take action to determine whether there is a need for regulation of this type of use.

Donald Bieniek, 2146 Belmont Lane E, stated he noticed addresses that were wrong in the newspaper notice and also in the Planning Commission’s last agenda. He added the public notice refers to 2544 7th Avenue and 2546 5th Avenue E. He noted the correct addresses are 2546 and 2554 5th Avenue E.

VIII. PUBLIC HEARINGS

There were no scheduled hearings.

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. Rezoning of 2546 and 2554 5th Avenue E and Vacation of 5th Avenue E and Alley Vacation for Old City Hall Site Redevelopment

Ryan Krzos, WSB, filling in for City Planner Erin Perdu, reviewed a request to rezone properties located at 2546 and 2554 5th Avenue from R-3 to MU-1, to combine the properties under a single zoning designation. He added vacation of an alley is required as part of the improvements will be located within the alley. He noted the Planning Commission reviewed these two requests at their September 5, 2019 meeting and unanimously recommended City Council approval.

Deputy City Clerk Mary Mills stated the Resolution in the City Council meeting packet related to this item reflects the correct addresses.

Council Member Thorsen requested that City Staff review the pertinent documents and ensure that all addresses are correct. Mr. Duddeck agreed.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2019-121 Approving Rezoning of 2546 and 2554 5th Avenue E.

On motion by Council Member Thorsen, seconded by Council Member Petersen, with all present voting aye (5-0), motion carried to adopt Resolution No. 2019-122 Approving the Vacation of 5th Avenue and 7th Avenue Alley Right of Way.

B. City Acquisition of Property – Anchor Block North – Planning Commission recommendation

Mr. Duddeck stated the Planning Commission reviewed this item at their September 5, 2019 meeting, and unanimously recommended City Council approval of the acquisition of the Anchor Block North property by the City of North St. Paul.

C. Purchase Agreement for Anchor Block North property – Contract for Deed

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2019-123 approving the Purchase Agreement for Anchor Block Property.

D. Anchor Block Commons Grading Project (City Project No. C.P. 19-01) – Receive Bids and Award Contract

City Engineer Morgan Dawley reviewed City Project 19-01, authorization for bids for mass grading of the Anchor Block site. Remediations are planned as well as construction of stormwater ponding areas. Bids opened on September 12, 2019, and City Staff received 8 bids. The recommended bid is for approximately \$1 million from Rachel Contracting, the low bidder. He added City Staff is comfortable with this bid, which falls within project financial guidelines.

Council Member Sonnek asked whether the City has had any experience with Rachel Contracting. Mr. Morgan stated they did the grading work for Anchor Block South site so they are familiar with the area.

Mr. Duddeck stated Rachel Contracting was the contractor for the Polar Ridge project and has a good record with the City.

Mayor Furlong asked whether bids increase toward the end of the year. Mr. Dawley confirmed this, adding recent increases in construction projects have resulted in 10-30% price increases.

Mr. Duddeck stated the construction contract is contingent upon completion of the close of the sale of the property.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2019-124 approving Anchor Block Commons Grading Project (City Project No. C.P. 19-01).

E1. Approval of the preliminary 2019 General Fund budget and tax levy and set public meeting date.

Finance Director Jason Zimmerman reviewed the preliminary 2020 General Fund Budget and Levy. He stated three resolutions will be presented for the City Council's review and approval. He added the City-based levy is proposed for 5%, which is the smallest increase since 2014, and the estimated market value of the median value home in North St. Paul increased by 2.4% since 2014. He noted the median value increased to 16.1% for assessment year 2019 and taxes paid in 2020.

Mr. Zimmerman stated the 2020 preliminary budget includes goals and achievable outcomes. He added these include increased resources for public safety, including an additional Patrol Officer and an additional Community Service Officer, as well as on-paid on-call firefighters and the Fire Relief contribution fund. He added other goals are the promotion of redevelopment and focus on growth opportunities, for which there are associated costs. He noted expansion includes North and South Anchor Block and new apartments at Old City Hall site.

Mr. Zimmerman stated other municipalities have had median value increases, while others have decreased. He added North St. Paul is 5.5% above the next highest growth city. He noted the City can be proud of this indicator of growth, and the fact that the City has recovered from pre-recession highs.

Mr. Zimmerman stated it is important to note that the composition of the tax base in North St. Paul has shifted in 2019. He added, while 16.1% is the average home value increase, the value of every home in North St. Paul did not increase by 16.1%.

Mr. Zimmerman stated property tax relief programs are available to residents of North St. Paul, and administered by the State of Minnesota, including the Senior Citizen Property Tax Deferral Program, and the State Property Tax Refund Program.

Mr. Zimmerman stated City Staff recommends City Council approval of Resolutions related to the preliminary 2020 City budget, as well as tax levy for the Housing and Redevelopment Authority (HRA) and Economic Development Authority (EDA). He added the date of December 3, 2020 is requested to be set for the Truth in Taxation Hearing.

Council Member Sonnek asked whether Ramsey County uses a formula for determining property values. He added the County has indicated a 16.1% home value increase in North St. Paul, but the median value of homes in adjacent communities did not increase by that high amount. Mr. Zimmerman stated the County makes each assessment individually and using the area market. He added there may be slower growth in another city.

Mr. Duddeck stated a Realtors Association report indicates that the average home sale price in North St. Paul for August 2020 is \$235,000.

Mayor Furlong thanked Mr. Zimmerman for his presentation, as well as his hard work and efforts on the 2020 budget.

Mr. Duddeck stated the information presented by Mr. Zimmerman is available on the City website.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2019-125 Adopting 2020 Proposed Budget and Tax Levy and set the Truth In Taxation meeting for December 3, 2019.

E2. Approval of the Preliminary 2019 EDA Tax Levy

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2019-126 Adopting preliminary 2020 tax levy for the North St. Paul Economic Development Authority.

E3. Approval of the Preliminary 2019 HRA Tax Levy

On motion by Council Member Sonnek, seconded by Council Member Walczak, with Mayor Furlong and Council Members Petersen, Sonnek and Walczak voting aye, and Council Member Thorsen voting nay (4-1), motion carried to adopt Resolution No. 2019-127 Adopting the Preliminary 2020 Tax Levy for the North St. Paul Housing and Redevelopment Authority.

Discussion during the motion: Council Member Thorsen stated, as discussed in previous budget meetings, he will not support the Resolution adopting preliminary 2020 HRA tax levy as the current cash fund is sufficient and a maximum levy is no longer required.

On motion by Council Member Petersen, seconded by Council Member Thorsen, with all present voting aye (5-0), motion carried to set the date of the Truth in Taxation Hearing for December 3, 2019.

X. REPORTS OF CITY MANAGER AND DEPARTMENTS

Mr. Duddeck thanked the City Council for their support of the Anchor North Site project.

Mr. Duddeck thanked North St. Paul residents for their patience during the trash hauler contract conversion, delivery of new carts and collection of old carts. He added the third-party vendor who handled delivery of new carts did an outstanding job. He thanked Target Corporation for the use of their parking lot as a staging location. He reminded residents that recycling is now picked up on a weekly basis.

Mayor Furlong requested clarification regarding composting. Mr. Duddeck stated residents who subscribe to the yard waste program receive a 95-gallon container. He added a 2nd cart will be provided upon request at no additional charge.

Council Member Thorsen stated he did not receive an orange linen bag from the new collector for household recyclables. Mr. Duddeck stated the orange bags will be direct mailed to all homes in North St. Paul within the next two weeks from Simple Cycle. He added the bag will be replaced after it is collected.

Councilmember Thorsen stated some residents still have their containers from the previous collector, and what they should do to get them collected. Mr. Duddeck stated residents can call City Hall. He noted a separate phone line has been set up for retrieval of old containers.

Electric Director Brian Frandle reviewed a City-wide power outage that occurred on Sunday, December 15, 2019, due to a blown power transformer. He added a 5-year maintenance inspection is due this fall, and the contractor will replace a burned-out lightning arrester as well as 2 other lightning arresters.

Mr. Duddeck stated the City's siren went off that night as a result of the power outage.

Mr. Frandle stated Excel Energy has indicated that they will need to replace some residential gas main service lines into homes due to faulty pipes.

Mayor Furlong stated he noted that Jim Winkels, Amcon Construction, was in the audience earlier. Mr. Duddeck stated Mr. Winkels had a rendering of the development at the old City Hall site for the City Council's review, to place on site and for inclusion on the City website.

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

Council Member Sonnek stated the Planning Commission held their 2nd meeting on Thursday, September 12, 2019. He added the Commission's next meeting will be October 3, 2019.

Council Member Petersen stated the Park and Recreation Commission meeting was held September 28, 2019 at City Hall.

Council Member Petersen encouraged residents to participate in the Trick and Treat Trail on October 26, 2019 from 2:00-4:00 p.m.

Council Member Thorsen stated the Economic Development Authority (EDA) meeting on Tuesday September 10, 2019, included a presentation from Lane Becker, Ramsey County Workforce Solutions. He added EDA Board members will be conducting business retention visits throughout town in September 2019.

Council Member Thorsen stated the Ramsey Washington Suburban Cable Commission met on September 10, 2019, and Vadnais Heights is withdrawing from the Commission. He added Vadnais Heights is requesting an arrangement to receive service through the end of 2019. He noted this will be discussed further by the Commission, as well as the ongoing franchise renewal process with Comcast.

Mayor Furlong stated the POW-MIA parade held was last week amid pouring rain. He thanked the VFW, American Legion, Angela Strong, and everyone who worked hard to make the parade possible. He added the North High School choir performed without umbrellas, and the Salvation Army provided refreshments.

XII. GENERAL BUSINESS

Council Member Peterson encouraged residents to come out and enjoy the parade. She added Mayor Furlong will be the Grand Marshall. She noted the parade is sponsored by the Car Show. She thanked the Car Show for their sponsorship.

Mayor Furlong stated he will be absent from the City Council's next meeting on Tuesday, October 1, 2019. He added Council Member Walczak will be filling in for him.

XIII. CLOSED SESSION

There was no closed session.

XIV. ADJOURNMENT

There being no further business, on motion by Council Member Petersen, Seconded by Council Member Walczak, with all present voting aye (5-0), Mayor Furlong adjourned the meeting at 7:56 p.m.

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: October 1, 2019
SUBJECT: Recommendation of approval of GENERAL claims list.

Claim Date

9/27/2019 Payroll Register DD		\$119,178.76
9/27/2019 Payroll Direct Payables		\$98,464.76
9/27/2019 Fire Payroll Register DD		\$9,752.84
9/27/2019 Fire Payroll Direct Payables		\$2,521.71
9/27/2019 Payroll Direct Payables	134524	\$834.21
Payroll Subtotal		<u>\$230,752.28</u>

9/17/2019 Early Release A/P Checks	134461	\$ 5,000.00	Pre-Approved by S. Duddeck
9/25/2019 Early Release A/P Checks	134516	\$ 26.00	Pre-Approved by S. Duddeck
10/2/2019 Park Rental Refund Checks	134517-134523	\$ 2,850.00	
10/2/2019 A/P Checks	134462-134515	\$ 140,170.31	
10/2/2019 Drafts	543	\$ 14,650.26	
AP Subtotal		<u>\$ 162,696.57</u>	

Grand Total \$ 393,448.85

Approved this 1st day of October, 2019

City Manager

Mayor

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 9/27/2019

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	70	119,178.76
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:	1	

TOTAL CHECKS:	70	119,178.76

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 04278 9/27/19 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 201909235075	FEDERAL WITHHOLDING	D	9/27/2019		15,784.82	000535	
	I-T3 201909235075	FICA TAXES	D	9/27/2019		14,201.30	000535	
	I-T4 201909235075	MEDICARE TAXES	D	9/27/2019		5,227.50	000535	35,213.62
H08033		H S A BANK						
	I-444201909235075	HSA ACCOUNT	D	9/27/2019		3,710.83	000536	3,710.83
I09137		I C M A DISTRIBUTION CENTER						
	I-2 201909235075	EMP/EMPR DEFERRED COMP	D	9/27/2019		10,707.29	000537	
	I-21 201909235075	EMP/EMPR DEFERRED COMP	D	9/27/2019		3,019.36	000537	
	I-26 201909235075	LOAN PAYMENTS TO ICMA	D	9/27/2019		522.63	000537	
	I-2CM201909235075	CITY MGR 9% DEFERRED COMP	D	9/27/2019		643.29	000537	
	I-2IR201909235075	EMP/EMPR DEFERRED COM	D	9/27/2019		1,135.00	000537	16,027.57
M12900		MNEFTS						
	I-T2 201909235075	MN Income Tax WH	D	9/27/2019		7,594.75	000538	7,594.75
M13320		MN STATE RETIREMENT SYSTEM						
	I-12 201909235075	POST DEDUCTIONS	D	9/27/2019		975.00	000539	975.00
P16470		P E R A						
	I-91 201909235075	6634-00 REG PERA	D	9/27/2019		15,283.40	000540	
	I-92 201909235075	6634-00 PERA PD	D	9/27/2019		19,519.57	000540	
	I-94 201909235075	6634-00 PERA DCP ELECTED	D	9/27/2019		140.02	000540	34,942.99

* * 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:	6	0.00	98,464.76	98,464.76
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	6	0.00	98,464.76	98,464.76

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 9/27/2019

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	27	9,752.84
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:	1	

TOTAL CHECKS:	27	9,752.84

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 04280 9/27/19 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 201909245082	FEDERAL WITHHOLDING	D	9/27/2019		492.66	000541	
	I-T3 201909245082	FICA TAXES	D	9/27/2019		1,413.90	000541	
	I-T4 201909245082	MEDICARE TAXES	D	9/27/2019		330.70	000541	2,237.26
M12900		MNEFTS						
	I-T2 201909245082	MN Income Tax WH	D	9/27/2019		284.45	000542	284.45

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	0.00	2,521.71	2,521.71
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
 BANK TOTALS:	 2	 0.00	 2,521.71	 2,521.71

PACKET: 04277 9/27/19 PAYROLL - 8

VENDOR SET: 01 City of North St Paul

**** CHECK LISTING ****

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
L12385		LOCAL UNION #160						
	I-11 201909105013	UNION DUES	R	10/02/2019		450.12	134524	
	I-11 201909235075	UNION DUES	R	10/02/2019		384.09	134524	834.21

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	834.21	834.21
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	1	0.00	834.21	834.21



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: September 17, 2019
SUBJECT: Recommendation of approval of GENERAL claims list.

Claim Date

9/17/2019 A/P Checks

134461

\$ 5,000.00

AP Subtotal

\$ 5,000.00

Grand Total \$ 5,000.00

Approved this 17th day of September, 2019

City Manager - Pre-Approval

PACKET: 04275 early release

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
C03065	CENTURY COLLEGE							
	I-201909175067	HAZARDOUS MATL TRAIN REFRESH	R	9/17/2019		5,000.00CR	134461	5,000.00

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	5,000.00	5,000.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	5,000.00	5,000.00

TOTAL ERRORS: 0

TOTAL WARNINGS: 0



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: September 25, 2019
SUBJECT: Recommendation of approval of GENERAL claims list.

Claim Date

9/25/2019 A/P Checks

134516	\$	26.00
AP Subtotal	\$	26.00

Grand Total	\$	26.00
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Approved this 25th day of September, 2019



City Manager - Pre-Approval

PACKET: 04284 NIKITUK

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
M13260	MN DEPT OF PUBLIC SAFETY							
	I-201909255083	TITLE FOR POLICE HARLEY	R	9/25/2019		26.00CR	134516	26.00

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	26.00	26.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	26.00	26.00

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04271 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		ZIMANSKI, ROBERT						
	I-000201909165064	ZIMANSKI, ROBERT	R	10/02/2019		150.00	134517	150.00
1		GUTIERREZ, MARIA SALGUERO						
	I-000201909165065	GUTIERREZ, MARIA SALGUERO	R	10/02/2019		300.00	134518	300.00
1		RASSETT, KELLY						
	I-000201909165066	RASSETT, KELLY	R	10/02/2019		600.00	134519	600.00

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	1,050.00	1,050.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	3	0.00	1,050.00	1,050.00

PACKET: 04279 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		ROSENGREN, SAMANTHA						
	I-000201909245078	ROSENGREN, SAMANTHA	R	10/02/2019		300.00	134520	300.00
1		JOSLIN, LISA						
	I-000201909245079	JOSLIN, LISA	R	10/02/2019		300.00	134521	300.00
1		VOUK, BERNADETTE						
	I-000201909245080	VOUK, BERNADETTE	R	10/02/2019		600.00	134522	600.00
1		MARSH, HEIDI						
	I-000201909245081	MARSH, HEIDI	R	10/02/2019		600.00	134523	600.00

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	4	0.00	1,800.00	1,800.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	4	0.00	1,800.00	1,800.00

PACKET: 04282 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	DAVID GRANT I-201909205068	DAVID GRANT:	R	10/02/2019		150.00CR	134462	150.00
1	STEVEN BURMEISTER I-201909205069	STEVEN BURMEISTER:	R	10/02/2019		25.00CR	134463	25.00
1	CITY OF MAPLEWOOD I-201909245076	CITY OF MAPLEWOOD:	R	10/02/2019		835.00CR	134464	835.00
A00995	A-1 HYDRAULIC SALES & SER I-0120313-IN	HOSE ENDS	R	10/02/2019		141.33CR	134465	141.33
A01034	ADVANCED GRAPHIX INC I-202653	WINDOW FROSTED DECALS	R	10/02/2019		255.10CR	134466	255.10
A01310	ASPEN MILLS I-242437 I-243737	UNIFORMS NEW OFFICER UNIFORM INITIAL ISSUE NEW OFCR	R	10/02/2019 10/02/2019		2,074.87CR 1,208.90CR	134467 134467	 3,283.77
A1651	IEH AUTO PARTS LLC I-039131695	FILTERS	R	10/02/2019		50.43CR	134468	50.43
B02023	BAKER TILLY MUNICIPAL ADVISORS I-BTMA1971	ARBITRAGE COMPLIANCE CALC	R	10/02/2019		3,100.00CR	134469	3,100.00
B02049	BATTERIES PLUS BULBS I-P18661251	BATTERY CHARGER	R	10/02/2019		39.99CR	134470	39.99
B02229	BROWN & BIGELOW INC I-242974	FIRE CHIEF HATS	R	10/02/2019		520.13CR	134471	520.13
C03000	CALLNET I-190902120101	ANSWERING SERVICE 9/16-10/14	R	10/02/2019		995.00CR	134472	995.00
C03002	CAMPBELL KNUTSON PA I-11-2076-0065G I-96-2076-0060G	LEGAL SERVICES LEGAL SERVICES	R	10/02/2019 10/02/2019		112.00CR 367.80CR	134473 134473	 479.80
C03139	COMCAST I-201909245077	MNTHLY CABLE SERV 9/27-10/26	R	10/02/2019		128.10CR	134474	128.10
C03192	CRESCENT ELECTRIC SUPPLY CO I-S506865556.002	PVC ENDCAPS & COUPLINGS	R	10/02/2019		344.48CR	134475	344.48

PACKET: 04282 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
C03198	CRYSTEEL TRUCK EQUIPMENT							
	I-F45191	12 VOLT ELECTRIC JACK	R	10/02/2019		186.00CR	134476	186.00
D04012	DAKOTA SUPPLY GROUP							
	I-E935119	PVC ELBOWS & COUPLINGS	R	10/02/2019		946.50CR	134477	946.50
D04056	DELEGARD TOOL COMPANY							
	I-153387	BATTERY MAINT & BOOSTER PACK	R	10/02/2019		210.08CR	134478	210.08
D04068	DELTA DENTAL OF MINNESOTA							
	I-7766668	DENTAL INSURANCE SEPT 2019	R	10/02/2019		6,304.04CR	134479	6,304.04
E05035	E G RUD & SONS INC							
	I-39265A	SURVEY SERVICES	R	10/02/2019		2,897.00CR	134480	2,897.00
E05122	EMERGENCY MEDICAL PRODUCT							
	I-2100891	PATIENT MOVER	R	10/02/2019		222.90CR	134481	222.90
E05123	EMERGENCY RESPONSE SOLUTIONS							
	I-13739	GLOVES	R	10/02/2019		2,562.39CR	134482	2,562.39
E10050	ERICKSON BELL BECKMAN & QUINN PA							
	I-830191	LEGAL SERVICES	R	10/02/2019		7,010.06CR	134483	7,010.06
F06001	FACTORY MOTOR PARTS CO							
	C-159-203551	BATT CORE CREDIT	R	10/02/2019		60.00	134484	
	C-159-203756	BATTERY CORE CREDIT	R	10/02/2019		10.00	134484	
	I-1-6090951	BATTERY	R	10/02/2019		88.00CR	134484	18.00
H08165	HOME DEPOT							
	I-04021686	TOOLS	R	10/02/2019		627.00CR	134485	
	I-14747	2" PVC CONDUIT	R	10/02/2019		215.82CR	134485	
	I-2030735	GROUNDING PLUGS	R	10/02/2019		37.37CR	134485	
	I-2065417	MAT'L FOR MCPHILIPS VT PACK	R	10/02/2019		76.78CR	134485	
	I-4013808	TOOL TOTES	R	10/02/2019		40.74CR	134485	
	I-5014158	WIRE CUTTERS/CONNECTORS	R	10/02/2019		79.06CR	134485	
	I-5031803	ROTOZIP TOOL	R	10/02/2019		74.09CR	134485	
	I-8064846	LED STRIP LIGHTS & LOCKNUTS	R	10/02/2019		245.10CR	134485	
	I-8065605	APPLIANCE COVERS	R	10/02/2019		19.48CR	134485	
	I-9011621	PAINT/BRUSHES FOR OH TRANSF	R	10/02/2019		77.29CR	134485	
	I-9014804	PADLOCKS	R	10/02/2019		4.38CR	134485	
	I-9510325	BLDG SUPPLIES	R	10/02/2019		5.15CR	134485	1,502.26

PACKET: 04282 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-142718	AUG MTHLY BILL/MAIL INSERT	R	10/02/2019		4,633.87CR	134486	4,633.87
I09178	STUART C IRBY CO							
	I-S011412279.002	FUSE CABINETS	R	10/02/2019		32,880.00CR	134487	
	I-S011554499.001	INSULATED CAP GUARD	R	10/02/2019		1,024.80CR	134487	33,904.80
L12049	LANO EQUIPMENT							
	I-02-702448	MOWER DECK REBUILD	R	10/02/2019		704.88CR	134488	704.88
L12103	LAWSON PRODUCTS INC							
	I-9306994905	HOSE PROTECTORS	R	10/02/2019		124.74CR	134489	124.74
M13040	MAILFINANCE							
	I-N7907945	POSTAGE METER LEASE	R	10/02/2019		744.48CR	134490	744.48
M13110	MENARDS-OAKDALE							
	I-87329	DISTILLED WATER	R	10/02/2019		4.74CR	134491	4.74
M13192	MN BENEFIT ASSOC							
	I-2019-0072131	LIFE INSURANCE SEPT 2019	R	10/02/2019		71.17CR	134492	71.17
M13211	OFFICE OF MN IT SERVICES							
	I-W19080573	AUGUST VOICE SERVICES	R	10/02/2019		57.48CR	134493	57.48
M13375	MTI DISTRIBUTING COMPANY							
	I-1234325-00	RIMS AND VALVES	R	10/02/2019		76.79CR	134494	76.79
M16475	NCPERS GROUP LIFE INS.							
	I-663400102019	OCT 2019 PREMIUMS	R	10/02/2019		144.00CR	134495	144.00
N07096	NAPA AUTO PARTS							
	I-3617-998948	T20 MINIATURES	R	10/02/2019		6.99CR	134496	6.99
O15001	O'REILLY AUTO PARTS							
	I-2074-423563	R&M VEHICLES CLEANING SUPPLY	R	10/02/2019		44.43CR	134497	44.43
O15032	ON-SITE SANITATION							
	I-0000816402	RESTROOM SERVICES ROTARY PK	R	10/02/2019		130.00CR	134498	
	I-0000816403	RESTROOM SERVICES SOUTHWD	R	10/02/2019		57.00CR	134498	
	I-0000816404	RESTROOM SERVICES SILVER LK	R	10/02/2019		57.00CR	134498	
	I-0000822892	PARADE RESTROOM SERVICES	R	10/02/2019		224.00CR	134498	468.00

PACKET: 04282 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
O15045	OTTER LAKE ANIMAL HOSPITAL							
	I-196074	ANIMAL CONTROL	R	10/02/2019		190.00CR	134499	190.00
P16215	PIONEER RIM & WHEEL CO							
	I-01BP2983	TRAILER JACK	R	10/02/2019		159.26CR	134500	159.26
R02001	REPUBLIC SERVICES							
	I-0923-004096007	AUG RESIDENTIAL SERVICES	R	10/02/2019		56,587.68CR	134501	56,587.68
R18047	NM CLEAN 1, LLC							
	I-0000097-IN	R&M VEHICLES SQUAD WASHES	R	10/02/2019		298.77CR	134502	298.77
S19433	STAPLES ADVANTAGE							
	I-3424714330	SANICLOTHES	R	10/02/2019		88.59CR	134503	
	I-3424788117	TISSUES, PADS, FRAMES	R	10/02/2019		50.49CR	134503	
	I-3424856918	ELECTRIC STAPLER & PAPER 12X18	R	10/02/2019		160.09CR	134503	299.17
T20076	TOSHIBA FINANCIAL SERVICES							
	I-5006901001	COPIER SERVICES	R	10/02/2019		185.35CR	134504	
	I-5006901002	COPIER LEASE	R	10/02/2019		98.24CR	134504	
	I-5007298654	COPIER LEASE	R	10/02/2019		117.93CR	134504	
	I-5007298655	COPIER LEASE	R	10/02/2019		292.14CR	134504	693.66
T20161	THOMPSON REUTERS - WEST							
	I-840909983	SERVICE FEES - INVESTIGATIONS	R	10/02/2019		194.69CR	134505	194.69
T20191	TIMESAVER OFF SITE SECRETARIAL INC.							
	I-M25062	SECRETARIAL SERVICES	R	10/02/2019		325.00CR	134506	325.00
T20192	T-MOBILE							
	I-201909205071	FD/PD TABLETS 8/9-9/8	R	10/02/2019		795.01CR	134507	
	I-201909205072	FD/PD CARDS 8/11-9/10	R	10/02/2019		634.65CR	134507	
	I-201909205073	CELL PHONES 8/11-9/10	R	10/02/2019		2,244.22CR	134507	3,673.88
T20260	TRENCHERS PLUS INC							
	I-IT96616	STRAINER & FUEL OIL	R	10/02/2019		71.90CR	134508	71.90
T20285	TRI STATE BOBCAT INC							
	I-A62404	D-RINGS	R	10/02/2019		181.71CR	134509	181.71
U21215	UPS							
	I-000027A63X269	SHIPPING CHARGES	R	10/02/2019		125.80CR	134510	
	I-0000R93F25379	SHIPPING CHARGES	R	10/02/2019		31.14CR	134510	156.94

PACKET: 04282 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
U21294	UCARE MINNESOTA							
	I-190909002573	OCT 2019 PREMIUMS	R	10/02/2019		1,224.00CR	134511	1,224.00
U21295	ULINE							
	I-111945547	DRUM DOLLY & UTILITY CART	R	10/02/2019		658.88CR	134512	658.88
V01101	VERIZON WIRELESS							
	I-9837750681	CELL PHONES 8/11-9/10	R	10/02/2019		525.15CR	134513	525.15
W23500	WSB & ASSOCIATES INC							
	I-3-R-013293-000	SEN SERV - ELECTRIC 2019	R	10/02/2019		130.50CR	134514	
	I-5-R-013293-000	GEN SERV - ELECTRIC 2019	R	10/02/2019		435.00CR	134514	
	I-5-R-013294-000	GEN SERV 2019 COMM SERVS	R	10/02/2019		88.00CR	134514	653.50
X14164	XCEL ENERGY							
	I-0400146796	NATURAL GAS PREM#304194027	R	10/02/2019		390.01CR	134515	
	I-0400257369	NATURAL GAS PREM#304602442	R	10/02/2019		23.02CR	134515	
	I-0400259168	NATURAL GAS PREM#302713963	R	10/02/2019		669.36CR	134515	1,082.39

PACKET: 04282 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-201909205070	UB AUG USAGE SEPT BILL		D 10/05/2019		14,650.26CR	000543	14,650.26

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	54	0.00	140,170.31	140,170.31
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	14,650.26	14,650.26
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:	55	0.00	154,820.57	154,820.57

TOTAL ERRORS: 0

TOTAL WARNINGS: 0



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: HRA Chairman and Commissioners
FROM: Jacquelyn Lutmer, Accounting Technician
DATE: October 1, 2019
SUBJECT: Recommendation of approval of HRA claims list.

Claim Date

10/2/2019 A/P Check Register	134525	\$ 1,846.10
10/2/2019 Drafts	000544	189.13
Total		<u>\$2,035.23</u>

Approved this 1st day of October, 2019

City Manager

Mayor

9/26/2019 2:00 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04285 HRA 10/1/19

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
F06161	FIRESIDE HEARTH & HOME							
	I-8911181	FIREPLACE FOR 2046 1ST STREET	R	10/02/2019		1,846.10CR	134525	1,846.10

9/26/2019 2:00 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 04285 HRA 10/1/19

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-201909205074	AUG USAGE SEPT BILL		D 10/05/2019		189.13CR	000544	189.13

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	1,846.10	1,846.10
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	189.13	189.13
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	2	0.00	2,035.23	2,035.23

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Agenda Information Memorandum
North St. Paul City Council
October 1, 2019

FROM THE OFFICE OF THE POLICE DEPARTMENT

Agenda placement: Consent

Subject: Agreement between the City of Saint Paul and the City of North St. Paul to continue receiving federal grant-funded enhanced traffic enforcement.

To: Honorable Mayor and City Council

Background/Facts:

- Minnesota Toward Zero Deaths (TZD) enforcement grant program provides federal funds to local law enforcement agencies to conduct enhanced traffic enforcement.
- The grant is administered through the Office of Traffic Safety, a Division of the Minnesota Department of Public Safety.
- The City of Saint Paul is the designated local, regional administrator to disperse grant funds to local law enforcement agencies.
- Local law enforcement agencies participate in enforcement events through the collaborative Ramsey County Traffic Safety Initiative (RCTSI).
- Grant period October 1, 2019 through September 30, 2020.

Recommendation: It is recommended the City Council approve the Agreement with the City of Saint Paul

Attachments:

Resolution

Items reviewed by Police Chief Lauth:

Agreement

Respectfully submitted,

/s/ TL by mm

Tom Lauth
Chief of Police

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager

Agreement
Between the City of Saint Paul and the City of North St. Paul

THIS AGREEMENT, made and entered into this 1st day of October, 2019, is by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “**City**” and the City of North St. Paul, a political subdivision of the State of Minnesota, hereinafter referred to as “**Provider.**”

The City and Provider, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1: Scope of Services.

A. Provider agrees to provide services or perform activities as related to its individual entity as described in the attached state grant award (Attachment A) and agrees to comply with all special conditions, financial reporting, and other requirements as detailed in Attachment A.

SECTION 2: Time for Completion.

A. The services described in Section 1 shall be commenced on October 1, 2019 and will be completed in accordance with the schedule mutually agreed upon with the City through September 30, 2020.

B. Provider shall not proceed with any task outside of the grant award without specific authorization from the Project Manager designated by the City.

C. There will be no extension of this contract beyond the date outlined above.

SECTION 3: Billings, Payment and Reporting.

A. For the Provider’s faithful performance of this Agreement, the City hereby agrees to compensate the Provider in the amounts and according to the provisions of Attachment A. Total payments to the Provider shall not exceed \$xxx,xxx.00.

B. The above amounts shall fully compensate the Provider for all costs. No claim for services and/or costs provided by the Provider, not specifically provided for in this Agreement will be honored by the City.

C. The Provider shall submit an itemized invoice as well as detailed backup documents to the City on a quarterly basis. The Provider will be provided with the deadline for submitting the detailed backup after the grant reporting deadlines have been finalized. The Provider shall submit the detailed backup within the budget categories as detailed on Attachment B. Upon receipt of the invoice and verification of the charges by the Project Manager, payment shall be made by the City to Provider within thirty (30) days of the City receiving payment or reimbursement from the State of Minnesota for services provided under this Agreement.

D. Provider shall submit programmatic reporting as requested by the fiscal agent, City of Saint Paul, on a quarterly basis. No payments shall be made to Provider without programmatic reports completed by the due date.

E. In the event the Provider fails to comply with any terms or conditions of the Agreement or grant award (see Attachment A) or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination as provided in other sections of this Agreement.

SECTION 4: Project Management.

A. The City requires the Provider to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of this individual during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individual or without the prior written approval of the City is grounds for termination of the Agreement by the City. Provider's principal project member is:

Officer Collin Betts; RCTSI Coordinator
North St. Paul Police Department
2400 Margaret Street
North St. Paul, MN 55109-3020

B. The Provider has designated Jason Zimmerman, Finance Director, as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be released. The Project Manager shall have the authority to transmit instructions, receive information, authorize amendments or changes to the Agreement, and interpret and define the Provider's policies and decisions pertinent to the work covered by this Agreement.

SECTION 5: City Responsibilities.

A. City agrees to provide the Provider with access to any information from City documents, staff, and other sources needed by the Provider to complete the work described herein.

SECTION 6: Work Products, Records, Dissemination of Information.

A. For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

"Work product" shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from the Provider's services under this Agreement.

"Supporting documentation" shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other form, belonging to the Provider and pertaining to work performed under this Agreement.

“Business records” shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other form, belonging to the Provider and pertaining to work performed under this Agreement.

B. All deliverable work products and supporting documentation that result from the Provider’s services under this Agreement shall be delivered to the City and shall become the property of the City after final payment is made to the Provider with no right, title, or interest in said work products or supporting documentation vesting in the Provider.

C. Unless otherwise required under State or Federal data privacy law, the Provider agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the City.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Provider under this Agreement, shall be delivered to the City by the Provider by the termination date and there shall be no further obligation of the City to the Provider except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The Provider agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

F. The Provider agrees to abide strictly by Chapter 13, Minnesota Statutes (Minnesota Government Data Practice Act) as well as any other applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units which are now or hereafter promulgated insofar as they relate to the Provider’s performance of the provisions of this Agreement.

SECTION 7: Equal Opportunity Employment.

A. The Provider will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, age, sexual orientation, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, age, sexual orientation, or national origin.

This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

SECTION 8: Compliance with Applicable Law.

The Provider agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental

units, which are now or hereafter promulgated insofar as they relate to the Provider's performance of the provisions of this Agreement. It shall be the obligation of the Provider to apply for, pay for, and obtain all permits and/or licenses required.

SECTION 9: Independent Contractor.

A. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Provider to the City is that of an independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the Provider an employee of the City, and the Provider shall be entitled to none of the rights, privileges, or benefits of City of North St. Paul employees.

SECTION 10: Subcontracting.

A. The Provider agrees not to enter into any subcontracts for any of the work contemplated under this Agreement (unless specifically outlined in the grant) without obtaining prior written approval of the City.

SECTION 11: Hold Harmless.

That each party will responsible for their own acts or omissions for their employees, agents and officials. Nothing in this agreement shall constitute a waiver by either party of any statutory or common law defenses, immunities, or limits or exceptions on liability.

SECTION 12: Assignment.

A. The City and the Provider each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Provider will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 13: Termination.

A. This Agreement will continue in full force and effect until completion of the Provider's services as described herein unless either party terminates it at an earlier date. Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party.

B. With Cause. The City reserves the right to suspend or terminate this Agreement if the Provider violates any of the terms or conditions of this Agreement or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by the City. In the event that the City exercises its right to suspend or terminate under this Section, it shall submit written notice of suspension to the Provider, specifying the reasons therefore, and the date upon which such suspension becomes effective. Within ten days of receipt of such notice, the Provider shall take all actions necessary to cure the default. If the Provider fails to cure the default within the ten-day period, the Agreement is immediately terminated. Upon termination of this Agreement, the Provider shall discontinue further commitments of funds under this Agreement.

C. In the event of termination, the City will pay the Provider for all services actually timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until

the date of termination. The Provider will deliver all work products and supporting documentation developed up to the date of termination prior to the City rendering final payment for services.

SECTION 14: Default by Provider.

A. In the event Provider fails or neglects to comply with any term or condition of this Agreement or to provide the services stated herein, City shall have the right, after written notice, to cease payment hereunder. This remedy shall be in addition to any other remedies, including termination, available to the City in law or equity.

SECTION 15: Amendment or Changes to Agreement.

A. The City or the Provider may request changes that would increase, decrease, or otherwise modify the Scope of Services.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term “this Agreement” as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

SECTION 16: Notices.

A. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered by email to the designated project manager if the receipt of the message is confirmed, in person, or deposited in United States Mail. Any notices or other communications shall be addressed as follows:

To Provider:

Jason Zimmerman, Finance
Director
North St. Paul Police
Department
2400 Margaret Street
North St. Paul, MN 55109

To City:

Wendy Trebesch, Accountant
Saint Paul Police Department
367 Grove Street
Saint Paul, MN 55101

SECTION 17: Waiver.

A. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement’s provision.

SECTION 18: Survival of Obligations.

A. The respective obligations of the City and the Provider under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or

expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

SECTION 19: Interpretation of Agreement, Venue.

A. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the City of Ramsey, Second Judicial District, State of Minnesota.

SECTION 20: Force Majeure.

A. Neither the City nor the Provider shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

SECTION 21: Entire Agreement.

It is understood and agreed that the entire Agreement supersede all oral agreements and negotiations between the parties relating to the subject matters herein.

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

For the City:

For City of North St. Paul:

Approved as to form:

By: _____
Daphne A. Van Buren
Assistant City Attorney
Date: _____

By: _____
Soren Mattick
City Attorney
Its: _____
Date: _____

By: _____
Robert L. Thomasser
Assistant Chief of Police
Date: _____

By: _____
Scott A. Duddeck
City Manager
Its: _____
Date: _____

By: _____
John McCarthy
Director of Financial Services
Date: _____

By: _____
Jason Zimmerman
Finance Director
Its: _____
Date: _____

By: _____
Melvin Carter
Mayor
Date: _____

By: _____
Terrence J. Furlong
Mayor
Its: _____
Date: _____

CITY OF NORTH ST. PAUL
Consent Agenda

RESOLUTION NO. 2019-XXX

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF SAINT
PAUL AND THE CITY OF NORTH ST. PAUL REGARDING FEDERAL GRANT
FUNDED ENHANCED TRAFFIC ENFORCEMENT FOR THE PERIOD
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

WHEREAS, the City of North St. Paul intends to enter into an Agreement with the City of Saint Paul to continue to receive federal grant funds for enhanced traffic enforcement; and

WHEREAS, the federal grant is administered through the Office of Traffic Safety (OTS), a Division of the Minnesota Department of Public Safety (DPS); and

WHEREAS, the City of Saint Paul will be the administrator through which grant funds may be dispersed to local law enforcement agencies participating in enhanced traffic enforcement events; and

WHEREAS, the City of North St. Paul Police Department will participate in such funded enhanced traffic events through the collaborative Ramsey County Traffic Safety Initiative (RCTSI); and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, that said Agreement between the City of Saint Paul and the City of North St. Paul is hereby approved for the period, October 1, 2019 through September 30, 2020.

ADOPTED this 1st day of October, 2019.

Motion by Council Member xxx
Second by Council Member xxx

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

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager

Agenda Information Memorandum
North St. Paul City Council
October 1, 2019

FROM THE OFFICE OF THE POLICE DEPARTMENT

Agenda placement: Consent

Subject: Application for a Temporary On-Sale Liquor License AND an Application for a Charitable Gambling for Exempt Permit for the North Star Scouting Memorabilia, Inc., North St. Paul.

To: Honorable Mayor and City Council

Background/Facts:

- North Star Scouting Memorabilia, Inc. applying as a registered Domestic Nonprofit Organization.
- Event to be held Saturday, November 16, 2019 at the North Star Scouting Museum.
- Event to include charitable gambling.
- This is intended as a fundraising event.
- All appropriate paperwork has been submitted.

Recommendation: It is recommended the City Council approve the applications for a Temporary On-Sale liquor license AND for a Charitable Gambling for Exempt Permit for the North Star Scouting Memorabilia, Inc.

Attachments:

Resolution

Items reviewed by Police Chief Lauth:

North St. Paul Application and Permit for Temporary On-Sale Liquor License.
Minnesota A&GE Application and Permit for Temporary On-Sale Liquor License.
City Charitable Gambling Permit No. 2019-013.
Minnesota Lawful Gambling LG220 Application for Exempt Permit.
Data Practices Tennessee Warning.
Insurance, tax and other certificates.

Respectfully submitted,

/s/ TL by mm

Tom Lauth
Chief of Police

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL
Consent Agenda

RESOLUTION NO. 2019-XXX

**RESOLUTION APPROVING A LAWFUL GAMBLING PERMIT AND A
TEMPORARY ON-SALE LIQUOR LICENSE FOR THE NORTH STAR SCOUTING
MEMORABILIA, INC., FOR NOVEMBER 16, 2019**

WHEREAS, the North Star Scouting Memorabilia Inc., has submitted a Lawful Gambling Application for Exempt Permit, and an Application and Permit for a Temporary On-Sale Liquor License for use on the premises of the North Star Museum of Boy Scouting and Girl Scouting, at 2640 7th Avenue, North St. Paul, Minnesota; and

WHEREAS, the North Star Scouting Memorabilia Inc., plans to host their Annual Fundraiser, Saturday, November 17, 2018; and

WHEREAS, the North Star Scouting Memorabilia Inc., has registered as a Domestic Nonprofit Organization with the State of Minnesota and has provided proof of liability insurance; and

WHEREAS, the North Star Scouting Memorabilia Inc., has been previously granted Exempt Permits and Temporary Liquor Licenses; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, that said applications are hereby approved for the North Star Scouting Memorabilia Inc., to conduct lawful gambling and for a Temporary On-Sale Liquor License, at the North Star Museum of Boy Scouting and Girl Scouting, 2640 7th Avenue, North St. Paul, for use on Saturday, November 16, 2019; and

ADOPTED this 1st day of October, 2019.

Motion by Council Member xxx
Second by Council Member xxx

Voting: Aye: Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong

Nays: None

Absent: None

Abstain: None

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager

Agenda Information Memorandum
North St. Paul City Council
October 1, 2019

FROM THE OFFICE OF THE CITY ENGINEER

Agenda placement: CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

Subject: 2020 STREET AND UTILITY IMPROVEMENT PROJECT FEASIBILITY STUDY

To: Honorable Mayor and City Council

Background/Facts:

- The proposed areas of study in the 2020 Street and Utility Improvement Project are comprised of Area 1: Chisholm Avenue, Mesabi Avenue, Buhl Avenue, Gerald Avenue and Shawnee Drive between Casey Lake Park and McKnight Road North; and Area 2: 7th Avenue between 3rd Street North and 1st Street North and 2nd Street North from approximately 600' north of 7th Avenue East to approximately 225' south of 7th Avenue East. See the attached Project Location Map for an illustration of the proposed project areas.
- The City Council authorized by resolution the preparation of a Feasibility Study to evaluate roadway and utility improvements in the proposed project area at the June 18, 2018 Regular Council Meeting. A copy of the completed report is attached.
- The anticipated total project cost is estimated to be **\$14,048,664.22**, which equates to \$9,207,182.62 for Area 1 and \$4,841,481.60 for Area 2 which includes construction, legal, engineering, administrative, and finance costs. Due to the cost of the project, staff recommends moving forward with Area 2 at this time.
- The proposed project is anticipated to be funded, in part, by special assessments to benefitting properties, in accordance with the Assessment Policy, adopted by City Council July 16, 2013, as well as City Street and Utility Funds.
- For projects that will contain special assessments, such as a pavement reconstruction improvement projects, as required by Minnesota State Statute, Chapter 429 and consistent with the Assessment Policy, a Public Improvement Hearing will need to be held to consider ordering of the public improvements, and a separate Assessment Hearing will also need to be held to consider the adoption of assessments. Both hearings are proposed to be held at the November 5, 2019 City Council meeting.
- Construction is anticipated to start in May 2020 if a project is authorized at the earliest, based on statutory requirements and timing for public hearings, and the public bidding process.

Recommendation: To authorize by resolution the receipt by City Council of a Feasibility Report, preparation of Plans and Specifications for 7th Avenue between 3rd Street North and 1st Street North and 2nd Street North from approximately 600' north and 225' south of 7th Avenue East, scheduling the Public

Improvement Hearing to order the public improvements, and declaring costs and scheduling the Assessment Hearing for the 2020 Street and Utility Improvement Project.

Attachments:

Map and Feasibility Study
Resolution Receiving Feasibility Report, Authorizing Preparation of Plans and Specifications, and Setting Public Improvement Hearing
Resolution Declaring Costs and Ordering Preparation of Proposed Assessment
Resolution for Hearing on Proposed Assessment

Respectfully submitted,

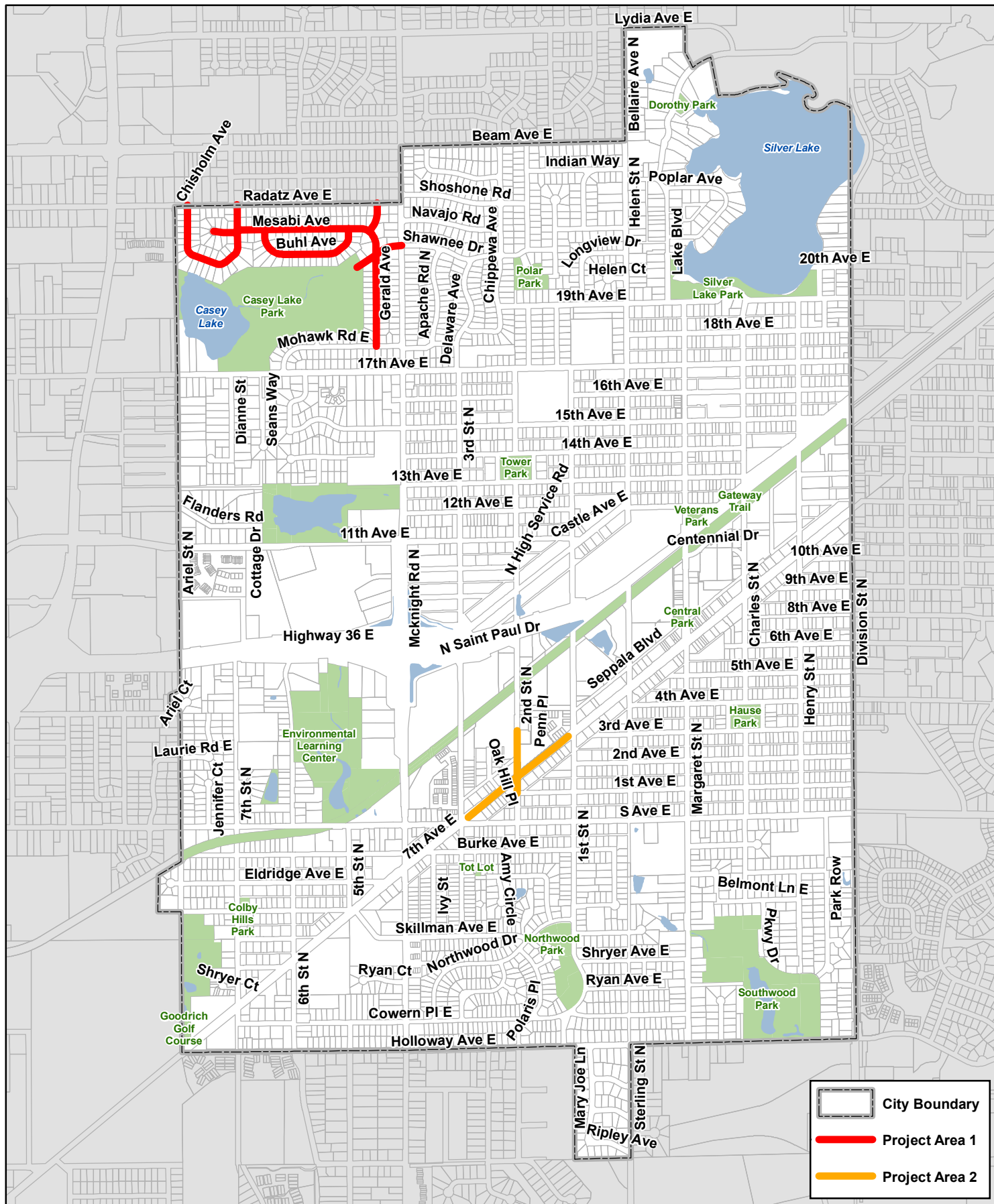
/s/ MD by mm

Morgan Dawley, PE
City Engineer

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager



City Boundary

Project Area 1

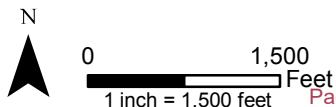
Project Area 2



Project Location Overview

2020 Street & Utility Improvements Project

North St. Paul, MN



CITY OF NORTH ST. PAUL

RESOLUTION NO. 2019-XXX

**RESOLUTION RECEIVING THE CITY ENGINEER'S FEASIBILITY STUDY,
ORDERING PREPARATION OF PLANS AND SPECIFICATIONS
& CALLING FOR A PUBLIC HEARING
ON THE 2020 STREET AND UTILITY IMPROVEMENT PROJECT**

WHEREAS, the City Council ("Council") of the City of North St. Paul, Minnesota ("City") ordered on June 18, 2019 the preparation of a feasibility study for the 2020 Street and Utility Improvement Project by the City Engineer Morgan Dawley, WSB & Associates, Inc.; and,

WHEREAS, the 2020 Street and Utility Improvement Project is: 7th Avenue East from 3rd Street North to 1st Street North and 2nd Street North from approximately 600' north of 7th Avenue East to approximately 225' south of 7th Avenue East ("Project"); and,

WHEREAS, the Project improvement shall include street pavement reconstruction, concrete curb and gutter replacement, sidewalks, medians, watermain, storm sewer, landscaping, and other appurtenant work, pursuant to Minnesota Statutes, Sections 429.011 to 429.111; and,

WHEREAS, the Council deems it necessary and expedient that the City construct the improvements herein and in accordance with the preliminary plans and report to be prepared by City Engineer Morgan Dawley, WSB & Associates ("Engineer"); and,

WHEREAS, the Study was received by the City Council on October 1, 2019; and,

WHEREAS, the Study provides information regarding whether the proposed project is necessary, cost-effective, and feasible.

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

1. The City Council hereby designates WSB & Associates, Inc. as the engineer for this improvement and orders the preparation of plans and specifications for the making of such improvement.
2. The City Council will consider the improvement of such street and utilities in accordance with the Study and the assessment of abutting property for all or a portion of the cost of the improvements pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$4,841,481.60.
3. A public hearing shall be held on such proposed improvement on the 5th day of November, 2019, at North St. Paul City Hall, 2400 Margaret Street at 4:00 p.m.
4. The City Manager shall give mailed and published notice of such hearing and improvement as required by law.

ADOPTED this 1st day of October, 2019.

Motion by Council Member

Second by Council Member

Voting: Aye: Council Member Peterson
Council Member Sonnek
Council Member Thorsen
Council Member Walczak
Mayor Furlong

Nay: None

Abstain: None

Absent: None

Terry Furlong, Mayor

Attest:

Scott Duddeck, City Manager

**CITY OF NORTH ST. PAUL
RESOLUTION NO. 2019-XXX**

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND
ORDERING PREPARATION OF PROPOSED ASSESSMENTS
FOR THE 2020 STREET AND UTILITY IMPROVEMENT PROJECT**

WHEREAS, the City Council (“Council”) of the City of North St. Paul, Minnesota (“City”) has identified the 2020 Street and Utility Improvement Project; and,

WHEREAS, the 2020 Street and Utility Improvement Project is: 7th Avenue East from 3rd Street North to 1st Street North and 2nd Street North from approximately 600’ north of 7th Avenue East to approximately 225’ south of 7th Avenue East (“Project”); and,

WHEREAS, the Project improvement shall include street pavement reconstruction, concrete curb and gutter replacement, sidewalks, medians, watermain, storm sewer, landscaping, and other appurtenant work, pursuant to Minnesota Statutes, Sections 429.011 to 429.111; and,

WHEREAS, estimated costs have been calculated for the project and the estimated cost for such improvement is \$3,782,407.50, and the expenses incurred or to be incurred in the making of such improvement amount to \$1,059,074.10 so that the total cost of the improvement will be \$4,841,481.60; and,

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

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

1. The portion of the cost of such improvement to be paid by the city is hereby declared to be \$4,594,694.08 and the portion of the cost to be assessed against benefited property owners is declared to be \$246,787.52.
2. Assessments for single family residential and multi-family (four units and less) shall be payable in equal annual installments extending over a period of fifteen (15) years, and assessments for commercial, institutional and multi-family (five-units or greater) property shall be payable in equal annual installments extending over a period of seven (7) years, the first of the installments to be payable on or before the first Monday in January, 2021, and shall bear interest at the rate of 4.611% percent per annum from the date of the adoption of the assessment resolution.
3. The city clerk, with the assistance of the city engineer (consulting engineer), shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he/she shall file a copy of such proposed assessment in his/her office for public inspection.

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

ADOPTED this 1st day of October, 2019.

Motion by Council Member
Second by Council Member

Voting: Aye: Council Member Peterson
 Council Member Sonnek
 Council Member Thorsen
 Council Member Walczak
 Mayor Furlong
 Nay: None
 Abstain: None
 Absent: None

Terry Furlong, Mayor

Attest: _____
 Scott Duddeck, City Manager

**CITY OF NORTH ST. PAUL
RESOLUTION NO. 2019-XXX**

**RESOLUTION CALLING FOR AND RATIFYING
AN ASSESSMENT HEARING
FOR THE 2020 STREET AND UTILITY IMPROVEMENT PROJECT**

WHEREAS, the City Council (“Council”) of the City of North St. Paul, Minnesota (“City”) has identified the 2020 Street and Utility Improvement Project; and,

WHEREAS, the 2020 Street and Utility Improvement Project is: 7th Avenue East from 3rd Street North to 1st Street North and 2nd Street North from approximately 600’ north of 7th Avenue East to approximately 225’ south of 7th Avenue East (“Project”); and,

WHEREAS, the Project improvement shall include street pavement reconstruction, concrete curb and gutter replacement, sidewalks, medians, water main, storm sewer, landscaping, and other appurtenant work, pursuant to Minnesota Statutes, Sections 429.011 to 429.111; and,

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

WHEREAS, by a resolution passed by the council on October 1, 2019, the city clerk was directed to prepare a proposed assessment of the cost of the project; and,

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

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

1. A hearing shall be held at 4:00 p.m. on November 5, 2019, in the City Hall, located at 2400 Margaret Street, North St. Paul, to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the Finance Department, except that no interest shall be charged if the entire assessment is paid . An

owner may at any time thereafter, pay to Ramsey County the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 31 or interest will be charged through December 31 of the succeeding year.

ADOPTED this 1st day of October, 2019.

Motion by Council Member
Second by Council Member

Voting: Aye: Council Member Peterson
 Council Member Sonnek
 Council Member Thorsen
 Council Member Walczak
 Mayor Furlong
 Nay: None
 Abstain: None
 Absent: None

Terry Furlong, Mayor

Attest: _____
Scott Duddeck, City Manager



**NORTH
ST. PAUL**
extraordinary.

FEASIBILITY REPORT

2020 STREET AND UTILITY IMPROVEMENT PROJECT

CITY OF NORTH ST. PAUL, MN

OCTOBER 1, 2019

Prepared for:
City of North St. Paul, Minnesota
2400 Margaret Street
North St. Paul, MN 55109

CITY PROJECT NO. S.A.D. 20-01
WSB PROJECT NO. R-014391-000

FEASIBILITY REPORT

2020 STREET AND UTILITY IMPROVEMENT PROJECT

CITY PROJECT NO. S.A.D. 20-01

**FOR THE
CITY OF NORTH ST. PAUL, MINNESOTA**

October 1, 2019

Prepared By:



October 1, 2019

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

Re: Feasibility Report
2020 Street and Utility Improvement Project
City Project No. S.A.D. 20-01
City of North St. Paul, MN
WSB Project No. R-014391-000

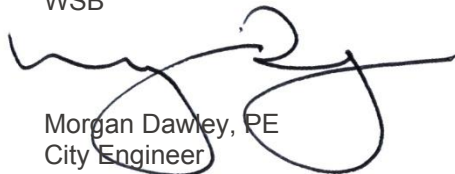
Dear Honorable Mayor and City Council Members,

Transmitted herewith for your review is a feasibility report which addresses improvements associated with the 2020 Street and Utility Improvement Project. Streets included in the proposed improvements are Chisholm Avenue, Mesabi Avenue, Buhl Avenue, Gerald Avenue, Shawnee Drive, and 7th Avenue East.

We are available at your convenience to discuss this report. Please do not hesitate to contact me at 763.287.7173 if you have any questions regarding this report.

Sincerely,

WSB



Morgan Dawley, PE
City Engineer

Enclosure

CERTIFICATION

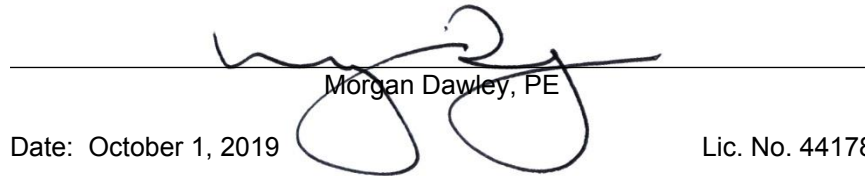
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.


Susan Polka, PE

Date: October 1, 2019

Lic. No. 21715

Quality Control Review Completed By:


Morgan Dawley, PE

Date: October 1, 2019

Lic. No. 44178

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CERTIFICATION SHEET
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Appendix A

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Appendix B

Opinion of Probable Cost – Area 1
Opinion of Probable Cost – Area 2

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Appendix C

- Preliminary Assessment Map – Area 1
- Preliminary Assessment Map – Area 2
- Preliminary Assessment Roll – Area 1
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- 2020 Geotechnical Report – Log of Test Borings

Appendix E

- Roundabout Preliminary Design

Appendix F

- Sign In Sheets
- Public Comments

1. EXECUTIVE SUMMARY

The 2020 Street and Utility Improvement Project, City Project No. S.A.D. 20-01, was initiated by the City's Capital Improvement Plan (CIP). Streets proposed for improvements in 2020 have been broken up into 2 project areas which include the following roadways totaling approximately 9,325 feet (1.77 miles):

Area 1

- Chisholm Avenue
- Mesabi Avenue
- Buhl Avenue
- Gerald Avenue
- Shawnee Drive between Casey Lake Park and McKnight Road North

Area 2

- 7th Avenue East between 3rd Street North and 1st Street North
- 2nd Street North from approximately 600' north of 7th Avenue East to approximately 225' south.

The 2020 Street and Utility Improvement Project consists of roadway reconstruction improvements based on the current roadway conditions and the overall CIP budget. Roadway reconstruction consists of pavement removals, subgrade correction, concrete curb and gutter replacement, and new pavement installation.

Replacing portions of the City's deteriorating utility infrastructure in conjunction with the proposed street improvements provides an opportunity to minimize the replacement costs and traffic disruptions associated with the work. Proposed utility improvements include the following:

- Rehabilitate, spot repair and replacement of damaged or deficient sanitary sewer, sanitary services, and sanitary manholes
- Replacement of existing water main including: hydrants, gate valves, and services
- Repair or replacement of structurally deficient storm sewer and storm manholes
- Addition of storm sewer features to address deficiencies in the system and meet watershed district requirements
- Replacement of all existing storm and sanitary manhole castings that do not meet current City standards

The total estimated project cost for Area 1 and Area 2 of the 2020 Street and Utility Improvement Project is **\$14,048,664.22** which includes a 15% contingency and 28% indirect costs for legal, engineering, administrative, and financing costs. The project cost for Area 1 is **\$ \$9,207,182.62**. The project cost for Area 2 is **\$ \$4,841,481.60**. This project is proposed to be funded through special assessments to benefitting property owners and City funds.

The project is proposed to be substantially completed in 2020, including restoration items. The final wear course of bituminous pavement will be placed in 2021. The project is feasible, necessary, and cost-effective from an engineering standpoint and should be constructed as proposed herein.

2. INTRODUCTION

2.1 Authorization

On June 18, 2019, the North St. Paul City Council authorized the preparation of an engineering feasibility report for the 2020 Street and Utility Improvement Project. This project has been designated as North St. Paul City Project No. S.A.D. 20-01.

2.2 Scope

This report investigates the feasibility of proposed improvements to streets and utilities identified within the City's CIP for 2020. Streets proposed within the 2020 Street and Utility Improvement Project were initially considered because of existing pavement conditions and known utility failures. The streets proposed for improvements include:

Area 1

- Chisholm Avenue
- Mesabi Avenue
- Buhl Avenue
- Gerald Avenue
- Shawnee Drive between Casey Lake Park and McKnight Road North

Area 2

- 7th Avenue East between 3rd Street North and 1st Street North
- 2nd Street North from approximately 600' north of 7th Ave East to approximately 225' south.

An overview of the project areas are shown in **Appendix A** of this report.

Improvements outlined within this report include bituminous pavement reconstruction, sanitary sewer rehabilitation, water main replacement, and storm sewer improvements, including drain tile in areas with poorly draining soils.

2.3 Data Available

Information and materials used in the preparation of this report include the following:

- City of North St. Paul Assessment/Improvement Policy
- City of North St. Paul Downtown Revitalization Plan
- City of North St. Paul Living Streets Plan
- City of North St. Paul Record Plans
- City of North St. Paul Tree Inventory
- City of North St. Paul Utility Plans
- City of North St. Paul Water Main Repair Records
- City of North St. Paul Flood Control Assessment Report
- Field Observations of the Area and Discussions with City Staff
- Coring Reports, WSB, dated July 2019
- Geotechnical Evaluation Report, WSB, dated August 2019
- Private Utility Maps
- Topographic Survey, WSB
- 2019 Pavement Condition Index

3. EXISTING CONDITIONS

3.1 Surface

The roadways within Area 1 were constructed in 1973 and consist of approximately 29-foot-wide urban street sections (measured from toe of curb to toe of curb) with concrete curb and gutter. All streets excluding Gerald Ave, and Shawnee Dr, have 5' walks along the back sides of the curb. The existing right-of-way width is 60 feet. Area 2 (7th Avenue East) is approximately 36 feet wide with concrete curb and gutter between 1st Street and 2nd Street and a rural street section between 2nd Street and 3rd Street. The existing right-of-way on 7th Avenue is 96 feet.

Geotechnical exploration was performed by WSB in July of 2019 and determined the pavement thickness to range from 2 inches to 6.5 inches. The streets are showing signs of severe distress, too severe to be addressed with patching and chip sealing. The geotechnical report can be found in **Appendix D**.

All streets within the City of North St. Paul were rated in 2019 and provided an Overall Condition Index (OCI) rating. The majority of streets within the proposed improvement areas were rated as poor requiring immediate reconstruction.

The curb and gutter is in fair condition; however, some cracking and settlements have resulted in isolated drainage issues and additional pavement distress. The photos below illustrate the varying levels of pavement distresses found throughout the project.



Chisholm Avenue

*7th Avenue East
(2nd Street North to 1st Street North)*

Seventh (7th) Avenue between 1st Street and 3rd Street (Area 2) was originally constructed in 1960 but was reconstructed in 1996 due to deteriorating pavement conditions. Pavements are showing isolated signs of edge cracking, longitudinal cracking, and transverse cracking.

Concrete sidewalks are located along Chisholm Avenue, Buhl Avenue, and Mesabi Avenue from the cul-de-sac to Gerald Avenue in Area 1. In Area 2, there is a sidewalk along the north side of 7th Avenue between 2nd Street North and 1st Street North. The sidewalks located within both project areas are 5 feet wide and meet the City's current standard for sidewalk widths. All project areas contain landscaping, trees, and numerous other private improvements beyond the edge of the roadway and within City right-of-way (ROW). The Forestry Division for the City of North St. Paul has compiled a tree inventory which identifies tree species, size, and location of street and park trees within the City ROW.

In April this year, the City of North St. Paul had confirmed that Emerald Ash Borer (EAB) was officially found within the city. In the past, the city has been doing preemptive removals of the ash trees in conjunction with street projects.

3.2 Municipal Utilities

The majority of the existing water main in Areas 1 and 2 as shown on the Watermain Maps in **Appendix A** consists of 6-inch and 8-inch-diameter cast iron pipe (CIP) that was installed at the same time the roads were constructed. All of the water main is located under the existing roadways. Utility maintenance records have identified water main breaks throughout the project. Additionally, many of the existing hydrants and gate valves have been identified as leaking or damaged.

The existing sanitary sewer system in as shown on the Sanitary Sewer Map in **Appendix A** in the Project Area 1 consists of 8-inch-diameter vitrified clay pipe (VCP) sewer installed at the same time the roads were originally constructed (1973). An existing 4-inch ductile iron pipe (DIP) force main runs from Buhl Avenue through an easement to the lift station located in Casey Lake Park. There is no sanitary sewer located in the Area 2 project.

The existing sanitary sewer has been scheduled to be televised. At this time, it is assumed that the mainline sewer is in fair condition with common issues including root problems, isolated cracking and separated joints.

The existing storm sewer as shown on the Storm Sewer Map of **Appendix A** in Area 1 consists of local collection systems in Chisholm, Mesabi, Buhl, and Gerald. A storm trunk line runs along Shawnee that serves a drainage area of approximately 80 acres. The existing drainage patterns and discharge locations will be maintained so the hydrologic characteristics of the area are not altered. Stormwater runoff from Area 1 discharge west through storm sewer and into Casey Lake. Ultimately, this runoff then continues west and is discharged to Kohlman Lake. The existing storm sewer system in Area 1 is undersized. Approximately 35% of the pipe segments in the current stormwater system are not sized to handle the 1-yr storm event.

The drainage system in Area 2 (7th Avenue) generally consists of roadside ditches, driveway culverts, and a few catch basins at the low points along the alignment. Area 2 is also located within the Kohlman Lake watershed.

Kohlman Lake is listed by the Minnesota Pollution Control Agency (MPCA) as impaired due to excess nutrients. There is an approved nutrient TMDL plan for Kohlman Lake. Water quality improvements undertaken as a part of this project can be used to partially meet these requirements.

3.3 Private Utilities

There are currently private utilities within the proposed project area. Known utility owners include:

- Access Communications [Telephone]
- AT&T [Telephone]
- City of North St. Paul [Electricity]
- Comcast [Television]
- CenturyLink [Telephone]
- Xcel Energy [Gas]
- Zayo Group [Fiber]

4. PROPOSED IMPROVEMENTS

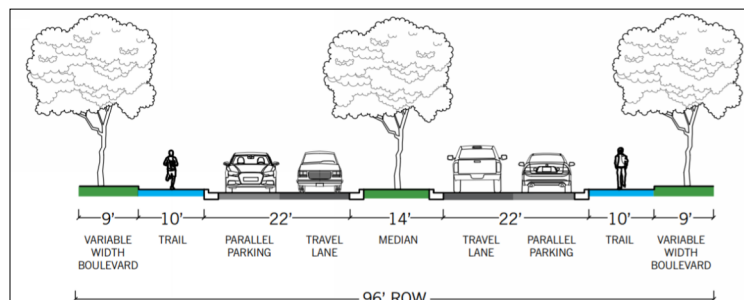
4.1 Surface

The proposed surface improvements included with the 2020 Street and Utility Improvement Project consist of full-depth pavement reconstruction including curb and gutter replacement.

Streets within Area 1 are proposed to be reconstructed to approximately existing widths. Roadways proposed for reconstruction improvements will be constructed to the City's 7-ton design standard and will consist of 1.5 inches of bituminous wearing course, 2 inches of bituminous base course, 6 inches of Class 8 aggregate base, and 18 inches of select granular borrow over an acceptable, compacted subgrade. The existing concrete curb and gutter within Area 1 is proposed to be completely removed and replaced with barrier style concrete curb and gutter.

The existing sidewalks are also proposed to be replaced due to the existing condition of the concrete. Additional sidewalk is proposed along the west side of Gerald Avenue to the existing walk located near the parking lot to Casey Lake Park, and the north side of Shawnee Drive to the intersection at McKnight Rd. There is a known conflict with sidewalk where the existing walk abuts a mature silver maple tree near 2777 Gerald Ave. During final design, special attention will be given to try and save the tree while extending the sidewalk as proposed. All existing pedestrian curb ramps will be brought up to current ADA accessibility design standards as part of the 2020 Street and Utility Improvement Project.

In 2018, the City of North St. Paul adopted a Downtown Revitalization Plan (DRP) which includes urban design concepts for 7th Avenue (Area 2). Two options were considered for the residential segment of 7th Avenue between 1st Street and 3rd Street. Option 1 (**typical section shown below**) is considered in this report and includes two 12-foot driving lanes, two 10-foot parking lanes, a 14-foot landscaped median, and 10-foot trails on both sides of the roadway. A typical section of the proposed roadway corridor can be seen below.



7th Ave pavement section is proposed to be constructed to 10-ton design standard and will consist of 2 inches of bituminous wearing course, 4 inches of bituminous base course, 12 inches of Class 5 aggregate base, and 24 inches of select granular borrow over an acceptable, compacted subgrade. Any existing curb will be removed, and concrete curb & gutter will be installed along the full roadway length.

The DRP also provides roundabout concepts for the 7th Avenue/3rd Street/South Avenue intersection. Discussions are currently underway with Ramsey County regarding the roundabout design. It is anticipated that the feasibility report will be updated in January 2020 pending Ramsey County approval of a roundabout concept, including proposed costs. While not proposed to be constructed with this project, the roundabout concept is located in **Appendix E**.

In 2011, the City of North St. Paul adopted a Living Streets Plan intended to connect neighborhoods with a comfortable, safe walking and biking network for people of all ages and abilities, calm vehicle traffic, showcase natural resources and protect existing trees in the streetscape, and improve stormwater quality. Within the project area, Shawnee Drive has been identified by the City of North St. Paul Living Streets Plan as a future recreational parkway. Features for streets identified as recreational parkways include street trees, rainwater gardens, bike lanes on both sides of the street, sidewalk on both sides of the street, and two 10-foot driving lanes. The intent of the parkway is to “create a beautiful North St. Paul amenity that links walkers and bikers to primary destinations (businesses and parks) and adds value to the city.” It is noted that the parkway will “vary, however, depending on the neighborhood through which it passes.” As part of this project, it is proposed to add a sidewalk connection on Shawnee Drive from McKnight Road to Casey Lake Park. No bike lanes are proposed as the intent is to add sidewalk in the existing right of way.

Implementation of the Living Street features will be further evaluated during the final design phase of this project.

It will be a goal of the design team to minimize tree impacts as practical to achieve quality reconstruction standards. Further analysis of tree impacts will be completed during final design.

4.2 Municipal Utilities

The existing VCP sewer main is assumed to be in fair condition and in need of rehabilitation. Rehabilitation will include spot repairs, joint repairs, and Cured In-Place Pipe (CIPP) liners for the main and sanitary sewer services to the ROW. Manholes inverts will be repaired, and all castings replaced will include chimney seals to prevent inflow and infiltration. A report of sewer backups at 2753 Gerald has been received and is included in Appendix F. The sanitary sewer and services will be further analyzed during final detailed design to determine if any design or construction revisions are feasible. The existing sanitary sewer serving this property in Gerald Avenue is constructed at minimum grades based on available record drawings, which would appear to indicate that the sanitary sewer cannot be lowered. Regular inspections and sanitary sewer maintenance activities by Public Works is recommended in this area.

Existing 6-inch and 8-inch CIP water main in the project areas have also been identified as requiring replacement. Existing water main is proposed to be replaced with 8-inch PVC water main pipe and equipped with new valves and hydrants as necessary for proper operation and fire protection. Water services are also proposed to be replaced with plastic pipe to the curb stop. In addition, a new 8” watermain loop will be installed from Shawnee Drive to Buhl Avenue through Casey Lake Park and existing easements.

4.3 Stormwater

Reconstruction of the streets provides a timely opportunity to improve drainage conditions within the project areas. Drainage improvements in the project area include removal and replacement of existing infrastructure to meet current City storm sewer standards. Manholes, manhole castings, and catch basin castings are also proposed to be repaired/replaced to meet current City standards.

In Area 1, where the current system is undersized, additional catch basin inlets will be added and pipe sizes will be increased as applicable. The design for the proposed system on Chisholm, Mesabi, Buhl, and Gerald would manage a 5-year storm event and a 10-year storm event for the trunk system along Shawnee. These design events would capture 90% of rain events to reduce localized flooding of roadways.

Stormwater improvements are required to meet Ramsey-Washington Metro Watershed District's (District's) rules for reconstruction of public streets. It is anticipated that District requirements will be met through a combination of water quality improvements both within and/or in the vicinity of the project area. These improvements will be further evaluated under the project's final design process.

4.3.1 Onsite

Under the District's rules, water quality improvements must be implemented within the project area. The following apply to the proposed project:

- **Rate Control**
Proposed runoff rates for the 2-year, 10-year, and 100-year critical storm events shall not exceed existing runoff rates.

For Area 1, an increase of impervious surface is not proposed, therefore rate control should not increase from the existing condition as part of this project.

For Area 2, an increase of impervious surface is proposed due to the additional sidewalks and parking lanes along the project area. Rate control will be required to account for this increase of impervious surface. Underground storage along the parking lanes is proposed to meet existing runoff rates from the site.
- **Volume Control**
1.1 inches of stormwater runoff volume from new and reconstructed impervious surfaces shall be retained onsite. If infiltration is determined to be infeasible, filtration (at a credit of 55%) or enhanced filtration (at a credit of 80%) may be utilized. If other methods of treatment are required, it will need to be approved consistent with the District's Alternative Compliance Sequencing.

Using an estimated reconstructed area for Area 1 of 270,500 square feet (6.21 acres), approximately 0.57 acre feet of stormwater runoff volume will need to be retained onsite.

For Area 2, the estimated reconstructed area is 179,280 square feet (4.12 acres), approximately 0.38 acre feet of stormwater runoff volume will need to be retained onsite.
- **Water Quality**
Ninety percent (90%) total suspended solids removal from the proposed area. If volume control is met, it is assumed that the water quality standard is set. If the volume control standard is determined to be infeasible, Alternative Compliance Sequencing will need to be followed.
- **BMP Design**
Stormwater water quality Best Management Practice (BMP) opportunities will be reviewed in a tiered-approach. A desktop review of stormwater infrastructure (catch basins, pipes, outfalls, and existing BMPs), parcel ownership, topography soils and apparent space availability will initiate the process. The following retrofit areas will be screened for in this initial desktop review:
 1. Existing BMP modification potential
 2. Below stormwater outfalls
 3. Within the conveyance system (ditches or daylighting opportunities)
 4. Rights-of-way
 5. Parking lots
 6. Residential streets/blocks
 7. Open space/pervious areas for disconnecting pervious area
 8. Underground treatment/pretreatment

Each site deemed viable for retrofitting will be reviewed for applicability of the following BMPs:

1. Extended detention
2. Wet ponds
3. Stormwater wetlands
4. Bioretention
5. Filtration
6. Infiltration
7. Swale
8. Stormwater reuse

The second step of the design process will be development of a P8 model to estimate water quality in the existing and proposed conditions. The third step in the design process will involve a field visit to key locations identified in the desktop review to verify assumptions and potential BMP type for each site as well as note limiting factors for design. This information will be used to inform the Ramsey-Washington Watershed District of all potential optimal locations to be used for targeted outreach effort. Those targeted property owners who are interested in participating in a partnership facilitating North St. Paul's Living Streets BMP design components (i.e., those BMPs identified above) will be requested to attend a planning workshop for collection of memoranda of understanding. For these project sites, and any publicly owned parcels suitable for BMP inclusion, a proposed P8 model will be developed. Information from this model will be used to achieve stormwater compliance as well as an estimate of project costs and quantities.

Feasible BMP locations are limited due to available public land, locations of underground utilities, proximity to drainage systems, existing topography, depth of groundwater, and potential groundwater contamination. Cooperation of property owners may be needed to allow grading or placement of these features on a portion of their properties. The willingness of homeowners to allow these improvements and the extent that these features can meet District requirements will be evaluated through public involvement and final design of the project.

4.3.2 Offsite

For the portion of the water quality requirements that cannot be achieved onsite, offsite improvements can be used to meet the District's rules. Several options for regional stormwater treatment have been identified at Casey Lake Park. One option is a water reuse system that captures stormwater runoff and uses it to irrigate turf at the park. Other options may include wet pond or filtration basin at the park. Offsite improvements used to meet District permit obligations must be constructed within two years of the start of the street reconstruction project.

RWMWD has set the cost cap for BMP construction at \$75,000/acre of new or reconstructed impervious.

4.3.3 Impact Fee

If the City is unable to address stormwater quality requirements within two years of the street reconstruction project, the City is required to pay an impact fee of \$100,000/acre of reconstruction or new impervious to the District. The impact fee is used by the District to fund water quality improvements within the impacted subwatershed. In this case, the impacted subwatershed is Kohlman Creek.

4.3.4 Flood CIP

In 2017, a flood control assessment was performed for the City of North St. Paul. In that study, Focus Area 4: Polar Park Area was identified. Drainage from the Polar Park area ultimately discharges along Shawnee into Casey Lake. Flood improvements along Shawnee were identified in the Flood Control Assessment report. An opportunity to begin implementation of these improvements would occur during the reconstruction of Shawnee Ave west of McKnight. The flood study indicates the installation of an additional storm sewer pipe in Shawnee that could reduce flood elevations in the Polar Park area. However, after further investigations it was concluded that installation of this segment of 60-inch storm interceptor pipe would not be feasible due to cost and utility/street conflicts. Further design is required to determine a feasible alternative which may include improvements to storm sewer outside Shawnee Avenue and separate from the scope of this feasibility report.

4.4 Right-of-Way

It is anticipated that all street and utility work will take place within the existing roadway right-of-way or within existing drainage and utility easements. Additional right-of-way or easement acquisition is expected to be needed to construct portions of the sidewalk and water quality features and will be further evaluated with final design of the project.

4.5 Permits/Approvals

Permits will be necessary from the following agencies:

- Minnesota Pollution Control Agency (MPCA) Authorization to Discharge Stormwater Associated with Construction Activity under National Pollution Discharge Elimination System (NPDES) permit
- Minnesota Department of Health (MDH) Extension of Water Main permit
- Ramsey-Washington Metro Watershed District (RWMWD) permit for stormwater quality improvements

4.6 Public Involvement

A Neighborhood Open House for the proposed improvements was conducted for the project on August 21, 2019, for property owners of Area 2 and on August 28, 2019, for property owners of Area 1. Preliminary information was presented to approximately 67 attendees (43 attendees from Area 1 and 24 attendees from Area 2) regarding the proposed improvements, costs, funding, schedule, and impacts associated with the project. Comment cards were made available to attendees at the meeting. Summaries of the correspondence received and questions and answers provided at the informational meetings are included in **Appendix F**.

5. FINANCING

5.1 Opinion of Cost

Detailed opinions of cost for the various project areas can be found in **Appendix B** of this report. The opinions of cost incorporate estimated 2020 construction costs and include a 15% contingency factor. Indirect costs are projected at 28% of the construction cost and include engineering, legal, financing, and administrative costs. **Table 5.1** below provides a summary of the opinions of probable cost for the 2020 Street and Utility Improvement Project.

Table 5.1 – Project Cost Summary	
Schedule – Area 1	Total
Schedule A – Surface Improvements	\$3,797,590.72
Schedule B – Water Main Improvements	\$1,739,510.98
Schedule C – Sanitary Improvements	\$1,473,223.97
Schedule D – Storm Sewer Improvements	\$2,196,856.96
TOTAL	\$9,207,182.62
Schedule – Area 2	Total
Schedule A – Surface Improvements	\$2,772,621.66
Schedule B – Watermain Improvements	\$604,247.17
Schedule C – Sanitary Sewer Improvements	\$195,231.36
Schedule D – Storm Sewer Improvement	\$1,214,140.93
Schedule E – Alley Paving	\$55,240.48
TOTAL	\$4,841,481.60

5.2 Funding

Financing for the 2020 Street and Utility Improvement Project will come from City funds and special assessments.

Special assessments are determined as set forth by each City's Assessment Policy and current fee resolutions. Per the City of North St Paul's Assessment Policy, benefitting property owners will be assessed by the actual front footage abutting the improvements. The current fee schedule for assessments is:

- Residential Reconstruction Front Foot Assessment Rate\$64.00 per front foot
- Multi-Family/Commercial Front Foot Assessment Rate\$96.00 per front foot

The total funds proposed to be recovered through special assessments are estimated at \$975,476.23.

The preliminary assessment roll can be found in **Appendix C**. A summary of the proposed project funding is shown on the following page in **Table 5.2**.

Table 5.2 – Project Funding Summary	
Fund – Area 1	Total
City Street CIP Funds	\$3,093,625.72
Waste Water Utility Fund	\$1,473,223.97
Water Utility Fund	\$1,739,510.98
Surface Water Utility Fund	\$2,196,856.96
Special Assessments*	\$703,965.00
TOTAL (Area 1)	\$ 9,207,182.62
Fund – Area 2	Total
City Street CIP Funds	\$2,525,834.14
Waste Water Utility Fund	\$195,231.36
Water Utility Fund	\$604,247.17
Surface Water Utility Fund	\$1,214,140.93
Special Assessments*	\$246,787.52
TOTAL (Area 2)	\$ 4,841,481.60
PROJECT TOTAL	\$14,048,664.22

* Note: The preliminary assessment roll can be found in Appendix C of this report.

6. PROJECT SCHEDULE

The proposed schedule for the 2020 Street and Utility Improvement Project is as follows:

Order Feasibility Report.....	June 18, 2019
Neighborhood Open House – Area 2	August 21, 2019
Neighborhood Open House – Area 1	August 28, 2019
Present Feasibility Report/Set Public Hearing.....	October 1, 2019
Public Hearing/Order Project (North St. Paul)	November 5, 2019
Approve Plans/Order Ad for Bids	January 21, 2020
Open Bids	February 20, 2020
Begin Construction	May 2020
Substantial Completion of Construction.....	November 2020
Final Completion of Construction	June 2021

* Schedule assumes any necessary private utility work is completed prior to start of construction.

7. FEASIBILITY AND RECOMMENDATION

The 2020 Street and Utility Improvement Project includes roadway reconstruction, utility repair and replacement, and sidewalk and trail improvements along the following roadways:

- Chisholm Avenue
- Mesabi Avenue
- Buhl Avenue
- Gerald Avenue
- Shawnee Drive between Casey Lake Park and McKnight Road North
- 7th Avenue East between 3rd Street North and 1st Street North

The total estimated cost for the 2020 Street and Utility Improvement Project including roadway and utility improvements is **\$14,048,664.22**. Proposed funding for the project is provided through a combination of special assessments and City funds.

Based on the information contained in this report, it is recommended to proceed with the improvements in the project area. This project is feasible, necessary, and cost-effective from an engineering standpoint. The project feasibility is subject to financial review by the City.

APPENDIX A

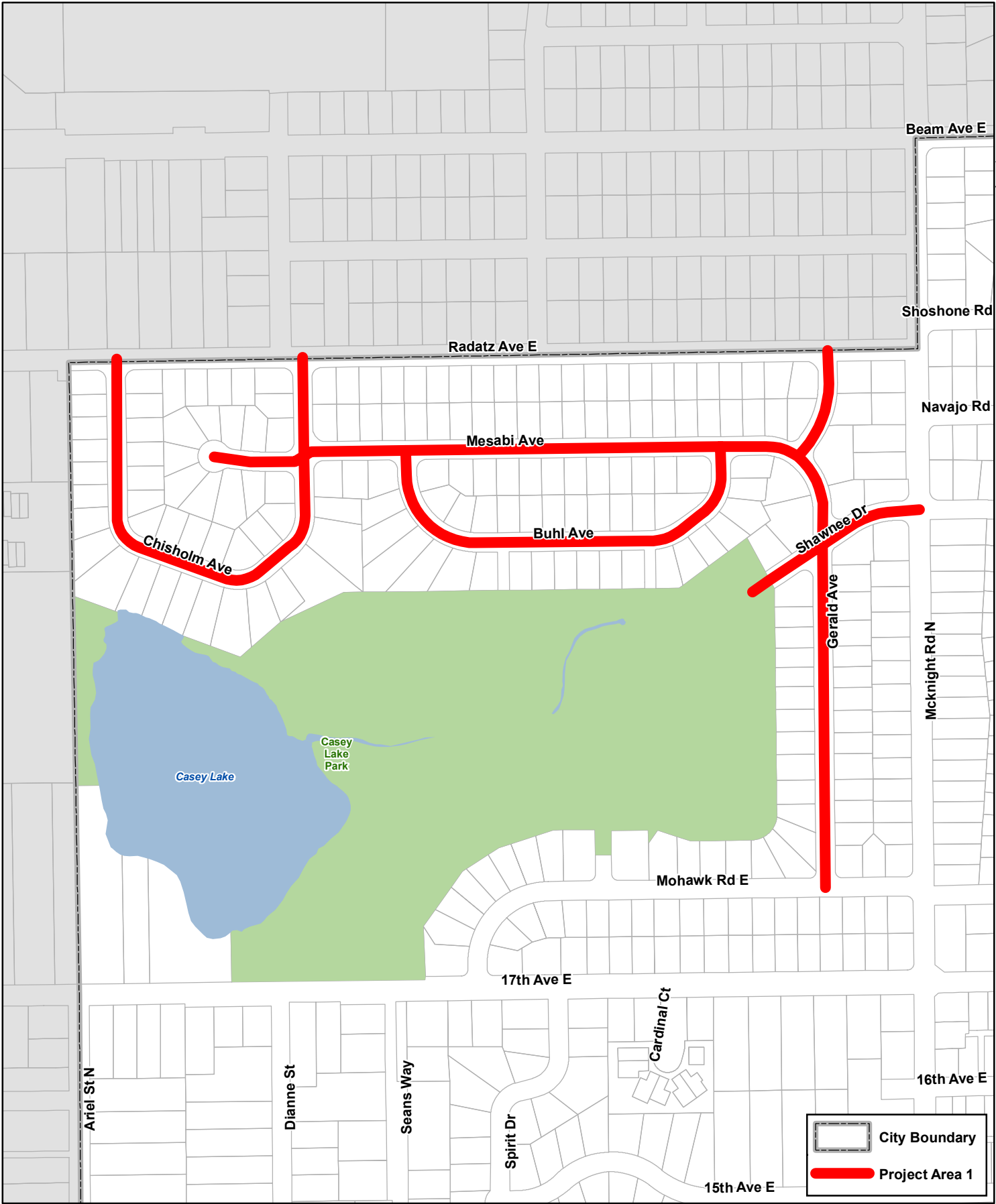
- Figure 1 – Project Location Overview**
- Figure 2 – Project Location Area 1**
- Figure 3 – Project Location Area 2**
- Figure 4 – Water Main Utility Map Area 1**
- Figure 5 – Water Main Utility Map Area 2**
- Figure 6 – Sanitary Sewer Utility Map Area 1**
- Figure 7 – Sanitary Sewer Utility Map Area 2**
- Figure 8 – Storm Sewer Utility Map Area 1**
- Figure 9 – Storm Sewer Utility Map Area 2**



2020 Street & Utility Improvements Project North St. Paul, MN



0 1,500 Feet
1 inch = 1,500 feet



Project Location Area 1

2020 Street & Utility Improvements Project
North St. Paul, MN





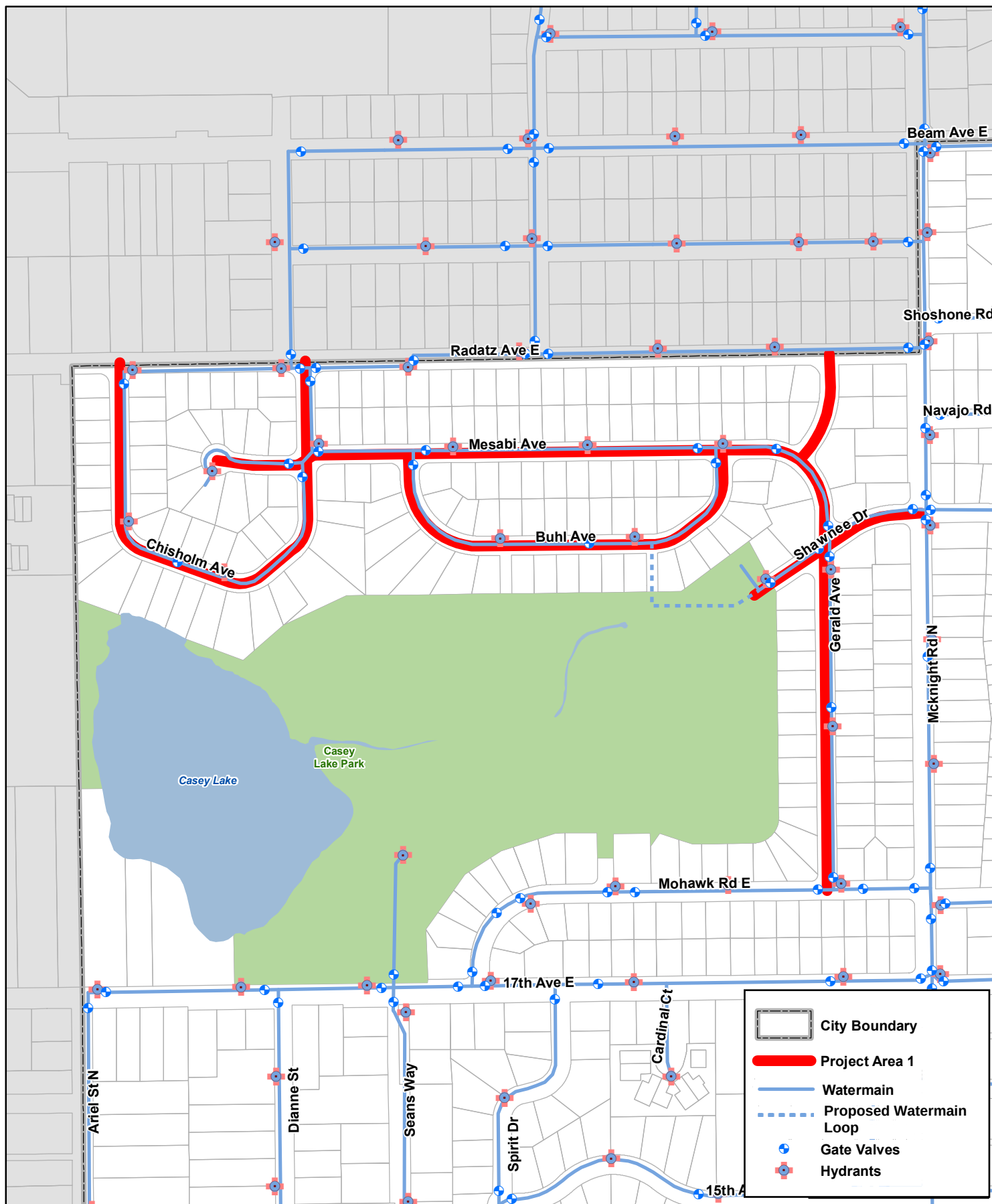
Project Location Area 2

2020 Street & Utility Improvements Project
North St. Paul, MN



0 300 Feet
1 inch = 300 feet





Watermain Map - Project Area 1

2020 Street & Utility Improvements Project
North St. Paul, MN



0 400 Feet
1 inch = 400 feet





Watermain Map - Project Area 2

2020 Street & Utility Improvements Project
North St. Paul, MN



0 300 Feet
1 inch = 300 feet

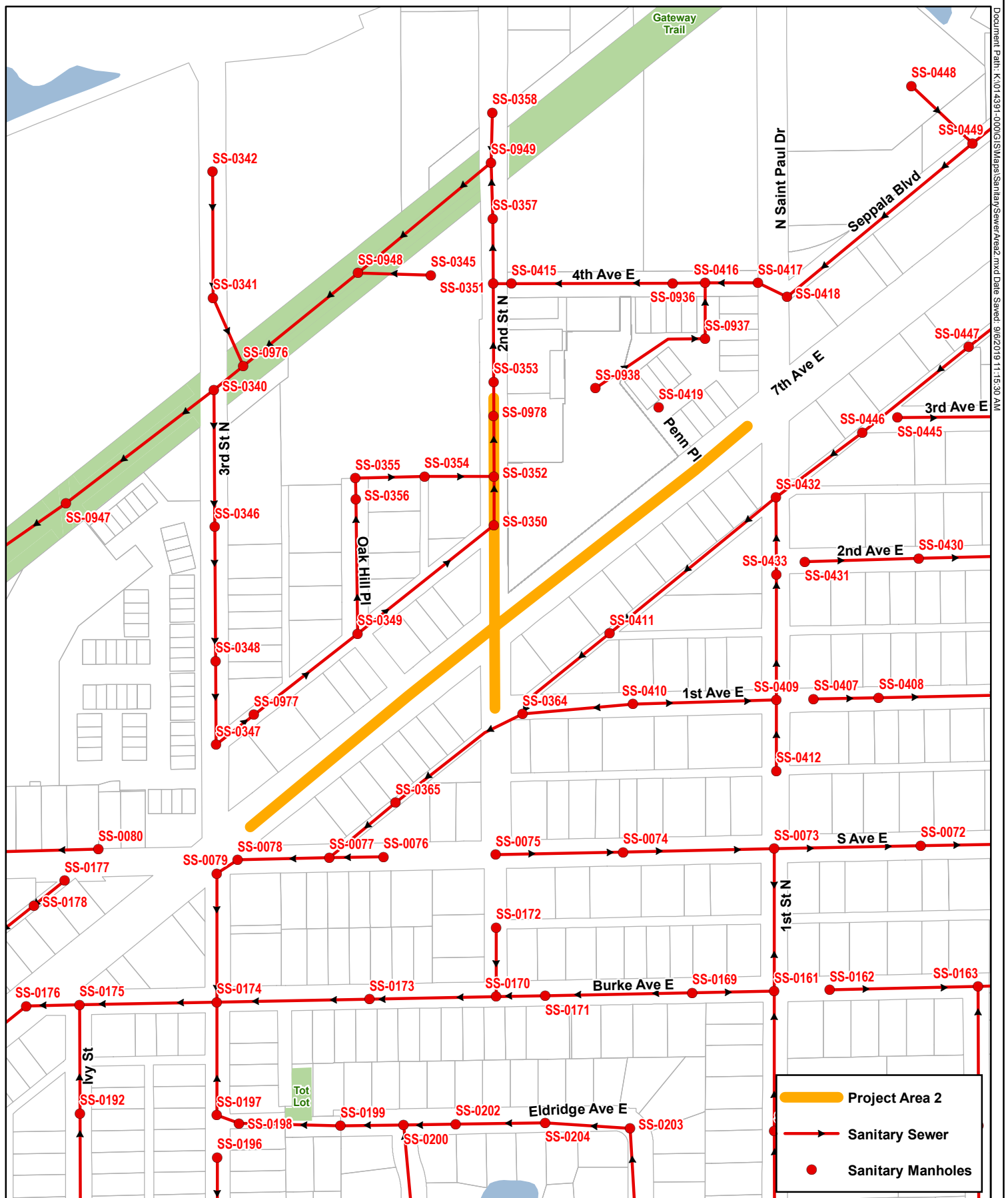




2020 Street & Utility Improvements Project North St. Paul, MN



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1 inch = 400 feet



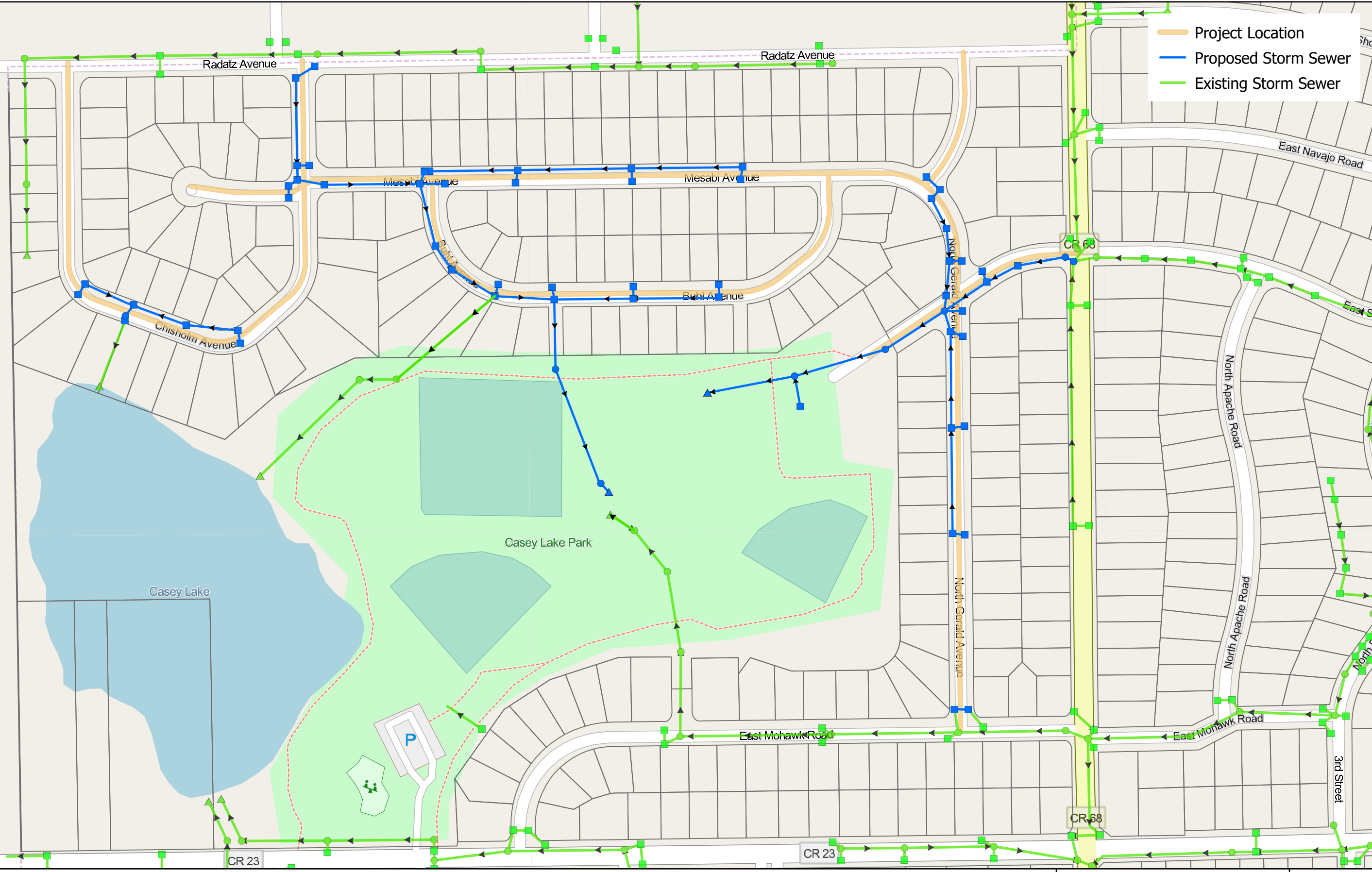
Sanitary Sewer Map - Project Area 2

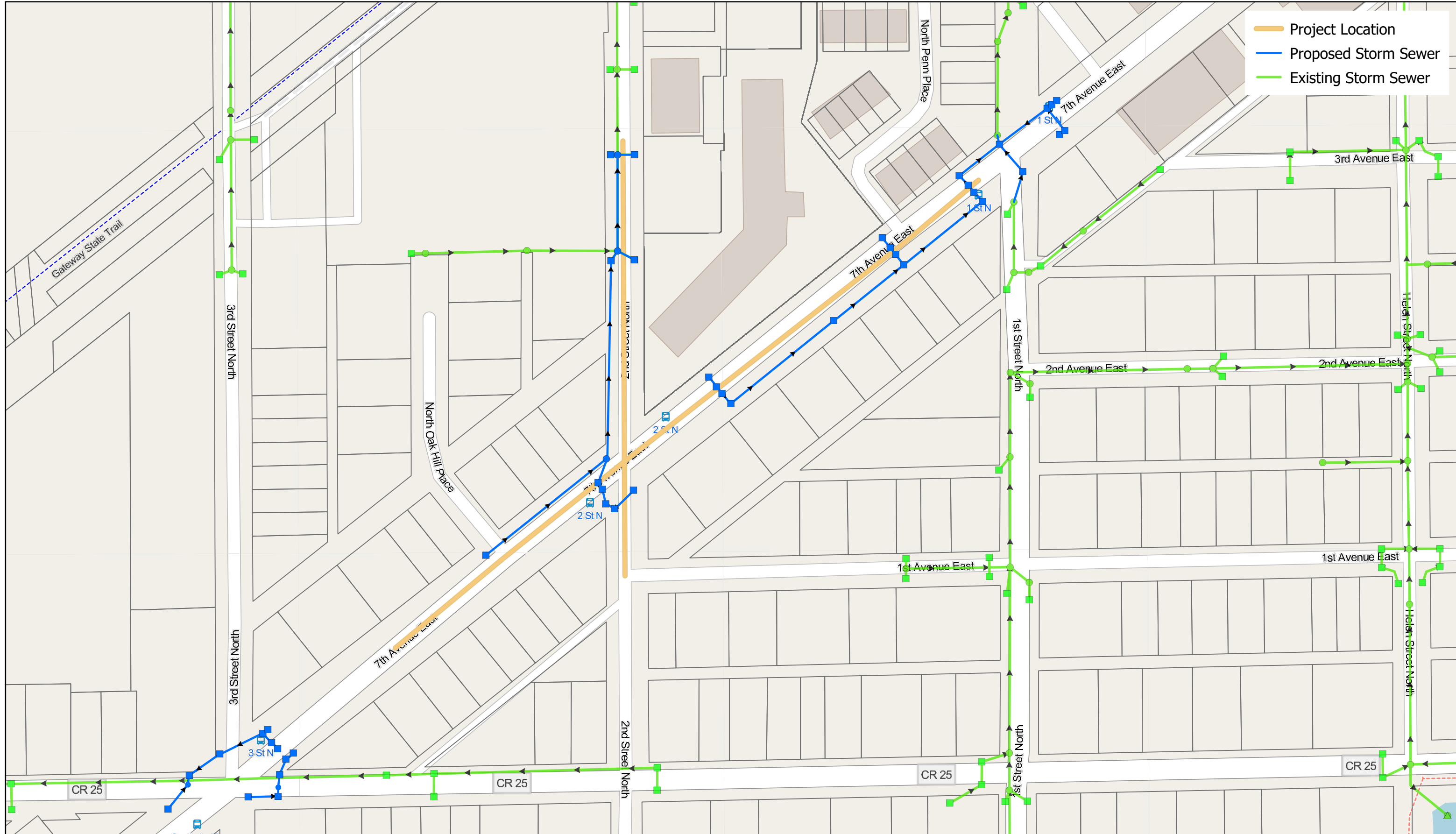
2020 Street & Utility Improvements Project
North St. Paul, MN



0 300 Feet
1 inch = 300 feet

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APPENDIX B

Opinion of Probable Cost – Area 1
Opinion of Probable Cost – Area 2

OPINION OF PROBABLE COST - CASEY LAKE PROJECT AREA 1

WSB Project: 2020 STREET & UTILITY RECONSTRUCTION PROJECT
 Project Location: NORTH ST PAUL
 City Project No.:
 WSB Project No: 014391-000

Design By: GT
 Checked By: BR
 Date: 9/20/2019

Item No.	MnDOT Specification No.	Description	Unit	Estimated Total Quantity	Estimated Unit Price	Estimated Total Cost
A. SURFACE IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	1	\$ 122,900.00	\$ 122,900.00
2	2101.524	CLEARING	TREE	103	\$ 250.00	\$ 25,750.00
3	2101.524	GRUBBING	TREE	103	\$ 200.00	\$ 20,600.00
4	2104.502	REMOVE SIGN	EACH	20	\$ 50.00	\$ 1,000.00
5	2104.502	REMOVE MAIL BOX SUPPORT	EACH	30	\$ 60.00	\$ 1,800.00
6	2104.502	SALVAGE CASTING	EACH	20	\$ 150.00	\$ 3,000.00
7	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	30	\$ 100.00	\$ 3,000.00
8	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	200	\$ 7.00	\$ 1,400.00
9	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	200	\$ 4.00	\$ 800.00
10	2104.503	REMOVE CURB & GUTTER	L F	14310	\$ 5.00	\$ 71,550.00
11	2104.503	REMOVE RETAINING WALL	L F	160	\$ 30.00	\$ 4,800.00
12	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	1850	\$ 10.00	\$ 18,500.00
13	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	680	\$ 8.00	\$ 5,440.00
14	2104.518	REMOVE CONCRETE WALK	S F	37610	\$ 2.00	\$ 75,220.00
15	2105.504	GEOTEXTILE FABRIC TYPE 4	S Y	24576	\$ 3.00	\$ 73,728.00
16	2106.507	EXCAVATION - COMMON (P)	C Y	20300	\$ 20.00	\$ 406,000.00
17	2106.507	EXCAVATION - SUBGRADE	C Y	2100	\$ 20.00	\$ 42,000.00
18	2105.507	GRANULAR BORROW (CV)	C Y	14000	\$ 15.00	\$ 210,000.00
19	2112.519	SUBGRADE PREPARATION	RDST	72	\$ 500.00	\$ 36,000.00
20	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	60	\$ 150.00	\$ 9,000.00
21	2130.523	WATER	MGAL	100	\$ 80.00	\$ 8,000.00
22	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	6300	\$ 15.00	\$ 94,500.00
23	2215.504	FULL DEPTH RECLAMATION	S Y	22342	\$ 2.50	\$ 55,855.00
24	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1230	\$ 4.00	\$ 4,920.00
25	2360.504	TYPE SP 9.5 WEAR CRS MIX(3;C)3.0" THICK	S Y	640	\$ 30.00	\$ 19,200.00
26	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;C)	TON	5081	\$ 80.00	\$ 406,480.00
27	2411.604	MODULAR BLOCK RETAINING WALL	S F	400	\$ 75.00	\$ 30,000.00
28	2521.518	4" CONCRETE WALK	S F	40160	\$ 7.50	\$ 301,200.00
29	2531.503	CONCRETE CURB & GUTTER DESIGN B612	L F	14310	\$ 15.00	\$ 214,650.00
30	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	1760	\$ 45.00	\$ 79,200.00
31	2531.618	TRUNCATED DOMES	S F	120	\$ 60.00	\$ 7,200.00
32	2540.602	INSTALL MAIL BOX SUPPORT	EACH	30	\$ 65.00	\$ 1,950.00
33	2540.602	MAIL BOX	EACH	30	\$ 65.00	\$ 1,950.00
34	2540.602	TEMPORARY MAIL BOX	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00
35	2563.601	TRAFFIC CONTROL	LS	1	\$ 7,500.00	\$ 7,500.00
36	2564.518	SIGN PANELS TYPE C	S F	150	\$ 50.00	\$ 7,500.00
37	2564.518	SIGN PANELS TYPE SPECIAL	S F	100	\$ 50.00	\$ 5,000.00
38	2571.524	DECIDUOUS TREE 2" CAL B&B	TREE	52	\$ 500.00	\$ 26,000.00
39	2571.524	CONIFEROUS TREE 8" HT B&B	TREE	52	\$ 600.00	\$ 31,200.00
40	2573.501	STORM DRAIN INLET PROTECTION	EACH	44	\$ 150.00	\$ 6,600.00
41	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 5,000.00	\$ 5,000.00
42	2573.503	SILT FENCE; TYPE MS	L F	2200	\$ 3.00	\$ 6,600.00
43	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	L F	100	\$ 20.00	\$ 2,000.00
44	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	7154	\$ 3.00	\$ 21,462.00
45	2575.501	TURF ESTABLISHMENT	LS	1	\$ 20,000.00	\$ 20,000.00
46	2575.504	SODDING TYPE LAWN	S Y	9540	\$ 7.50	\$ 71,550.00
47	2575.504	EROSION CONTROL BLANKETS CATEGORY 4	S Y	960	\$ 3.00	\$ 2,880.00
48	2575.505	SEEDING	ACRE	2	\$ 2,000.00	\$ 4,000.00
				0		\$ -
				0		\$ -
CONSTRUCTION TOTAL						\$ 2,579,885.00
CONTINGENCY TOTAL (15%)						\$ 386,982.75
SUBTOTAL						\$ 2,966,867.75
INDIRECT COST TOTAL (28%)						\$ 830,722.97
TOTAL						\$ 3,797,590.72
B. WATERMAIN IMPROVEMENTS						
49	2021.501	MOBILIZATION (5%)	LUMP SUM	1	\$ 56,300.00	\$ 56,300.00
50	2104.501	REMOVE WATER MAIN	L F	6804	\$ 7.00	\$ 47,628.00
51	2104.501	REMOVE WATER SERVICE PIPE	L F	2960	\$ 3.00	\$ 8,880.00
52	2104.509	REMOVE GATE VALVE & BOX	EACH	9	\$ 350.00	\$ 3,150.00
53	2104.509	REMOVE MANHOLE	EACH	9	\$ 500.00	\$ 4,500.00
54	2104.509	REMOVE HYDRANT	EACH	16	\$ 500.00	\$ 8,000.00
55	2104.525	REMOVE CURB STOP AND BOX	EACH	148	\$ 200.00	\$ 29,600.00
56	2104.525	ABANDON WATER MAIN	L F	250	\$ 5.00	\$ 1,250.00
57	2105.602	EXCAVATE TO LOCATE SERVICE	EACH	20	\$ 500.00	\$ 10,000.00
58	2502.604	4" POLYSYRENE INSULATION	S Y	100	\$ 50.00	\$ 5,000.00
59	2504.608	DUCTILE IRON FITTINGS	LB	2500	\$ 15.00	\$ 37,500.00
60	2504.601	TEMPORARY WATER SERVICE	LS	1	\$ 60,000.00	\$ 60,000.00
61	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	6	\$ 1,000.00	\$ 6,000.00

62	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	148	\$ 300.00	\$ 44,400.00
63	2504.602	HYDRANT	EACH	16	\$ 5,000.00	\$ 80,000.00
64	2504.602	8" GATE VALVE & BOX	EACH	18	\$ 2,150.00	\$ 38,700.00
65	2504.602	1" CORPORATION STOP AND BOX	EACH	148	\$ 400.00	\$ 59,200.00
66	2504.602	1" CURB STOP AND BOX	EACH	148	\$ 400.00	\$ 59,200.00
67	2504.603	1" HPDE WATER SERVICE PIPE	L F	2960	\$ 20.00	\$ 59,200.00
67	2504.603	8" PVC WATERMAIN	L F	3606	\$ 75.00	\$ 270,450.00
68	2504.603	12" PVC WATERMAIN	L F	310	\$ 100.00	\$ 31,000.00
69	2504.603	8" DHPE WATER MAIN DR-11 DIPS (PIPE BURST)	L F	3282	\$ 75.00	\$ 246,150.00
70	2506.603	POST BURSTING TELEVISION	EACH	3125	\$ 5.00	\$ 15,625.00
				0		\$ -
				0		\$ -
CONSTRUCTION TOTAL						\$ 1,181,733.00
CONTINGENCY TOTAL (15%)						\$ 177,259.95
SUBTOTAL						\$ 1,358,992.95
INDIRECT COST TOTAL (28%)						\$ 380,518.03
TOTAL						\$ 1,739,510.98
C. SANITARY SEWER IMPROVEMENTS						
71	2021.501	MOBILIZATION (5%)	LUMP SUM	1	\$ 47,700.00	\$ 47,700.00
72	2104.501	REMOVE SEWER PIPE (SANITARY)	L F	2497	\$ 7.50	\$ 18,727.50
73	2104.501	REMOVE SANITARY SERVICE PIPE	L F	1184	\$ 10.00	\$ 11,840.00
74	2104.509	REMOVE MANHOLE (SANITARY)	EACH	28	\$ 650.00	\$ 18,200.00
75	2105.602	REMOVE CASTING	EACH	28	\$ 200.00	\$ 5,600.00
76	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	61	\$ 500.00	\$ 30,500.00
77	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	2	\$ 1,250.00	\$ 2,500.00
78	2503.602	PVC WYE	EACH	61	\$ 500.00	\$ 30,500.00
79	2503.603	4" PVC PIPE SEWER	L F	1184	\$ 50.00	\$ 59,200.00
80	2503.603	8" PVC PIPE SEWER	L F	2497	\$ 65.00	\$ 162,305.00
81	2503.603	LINING SEWER PIPE 8"	L F	3745	\$ 25.00	\$ 93,625.00
82	2506.603	CONST. 48" SAN SEWER MANHOLE	EACH	28	\$ 1,500.00	\$ 42,000.00
83	2503.603	LINING SEWER PIPE SERVICE	L F	1776	\$ 25.00	\$ 44,400.00
84	2503.603	LINING SEWER PIPE LATERAL	EACH	92	\$ 3,000.00	\$ 276,000.00
85	2503.603	TELEWISE SANITARY SEWER	LIN FT	6242	\$ 2.00	\$ 12,484.00
86	2503.603	TELEWISE SANITARY SEWER SERVICE	EACH	148	\$ 400.00	\$ 59,200.00
87	2105.602	EXCAVATE TO LOCATE SERVICE	EACH	10	\$ 1,000.00	\$ 10,000.00
88	2506.516	CASTING ASSEMBLY	EACH	28	\$ 1,000.00	\$ 28,000.00
89	2503.602	CONNECT TO FORCEMAIN	EACH	1	\$ 1,500.00	\$ 1,500.00
90	2506.603	4" HDPE PIPE SEWER FORCEMAIN	L F	665	\$ 70.00	\$ 46,550.00
				0		\$ -
				0		\$ -
CONSTRUCTION TOTAL						\$ 1,000,831.50
CONTINGENCY TOTAL (15%)						\$ 150,124.73
SUBTOTAL						\$ 1,150,956.23
INDIRECT COST TOTAL (28%)						\$ 322,267.74
TOTAL						\$ 1,473,223.97
D. STORM SEWER IMPROVEMENTS						
91	2021.501	MOBILIZATION (5%)	LUMP SUM	1	\$ 48,900.00	\$ 48,900.00
92	2104.501	REMOVE SEWER PIPE (STORM)	L F	3950	\$ 15.00	\$ 59,250.00
93	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	49	\$ 750.00	\$ 36,750.00
94	2502.503	4" PERF TP PIPE DRAIN	L F	7870	\$ 25.00	\$ 196,750.00
95	2502.602	4" TP PIPE DRAIN CLEAN OUT	EACH	27	\$ 300.00	\$ 8,100.00
96	2503.511	12" RC PIPE SEWER CLASS III	L F	520	\$ 45.00	\$ 23,400.00
97	2503.511	15" RC PIPE SEWER CLASS III	L F	2490	\$ 45.00	\$ 112,050.00
98	2503.511	18" RC PIPE SEWER CLASS V	L F	780	\$ 55.00	\$ 42,900.00
99	2503.511	21" RC PIPE SEWER CLASS V	L F	400	\$ 60.00	\$ 24,000.00
100	2503.511	24" RC PIPE SEWER CLASS V	L F	315	\$ 70.00	\$ 22,050.00
101	2503.511	30" RC PIPE SEWER CLASS V	L F	370	\$ 75.00	\$ 27,750.00
102	2503.511	42" RC PIPE SEWER CLASS V	L F	26	\$ 80.00	\$ 2,080.00
103	2503.511	48" RC PIPE SEWER CLASS V	L F	1100	\$ 90.00	\$ 99,000.00
101	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL (2X3)	EACH	20	\$ 2,500.00	\$ 50,000.00
102	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	L F	125	\$ 650.00	\$ 81,250.00
103	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	L F	45	\$ 850.00	\$ 38,250.00
104	2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	L F	72	\$ 850.00	\$ 61,200.00
104	2506.502	RAIN GARDEN	SY	100	\$ 100.00	\$ 10,000.00
105	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	7	\$ 1,250.00	\$ 8,750.00
106	2503.602	RANDOM RIP RAP CLASS III	SY	20	\$ 150.00	\$ 3,000.00
107	2411.507	CONCRETE COLLAR	EACH	5	\$ 500.00	\$ 2,500.00
108	2451.511	COARSE FILTER AGGREGATE (LV)	CY	500	\$ 20.00	\$ 10,000.00
109	2506.516	CASTING ASSEMBLY	EACH	47	\$ 1,250.00	\$ 58,750.00
CONSTRUCTION TOTAL						\$ 1,026,680.00
WATERSHED WATER QUALITY CREDITS						\$ 465,750.00
CONTINGENCY TOTAL (15%)						\$ 223,864.50
SUBTOTAL						\$ 1,716,294.50
INDIRECT COST TOTAL (28%)						\$ 480,562.46
TOTAL						\$ 2,196,856.96

OPINION OF PROBABLE COST - 7TH STREET PROJECT AREA 2

WSB Project: 2019 STREET & UTILITY RECONSTRUCTION PROJECT
 Project Location: NORTH ST PAUL
 City Project No.:
 WSB Project No: 014391-000

Design By: GT
 Checked By: BR
 Date: 9/20/2019

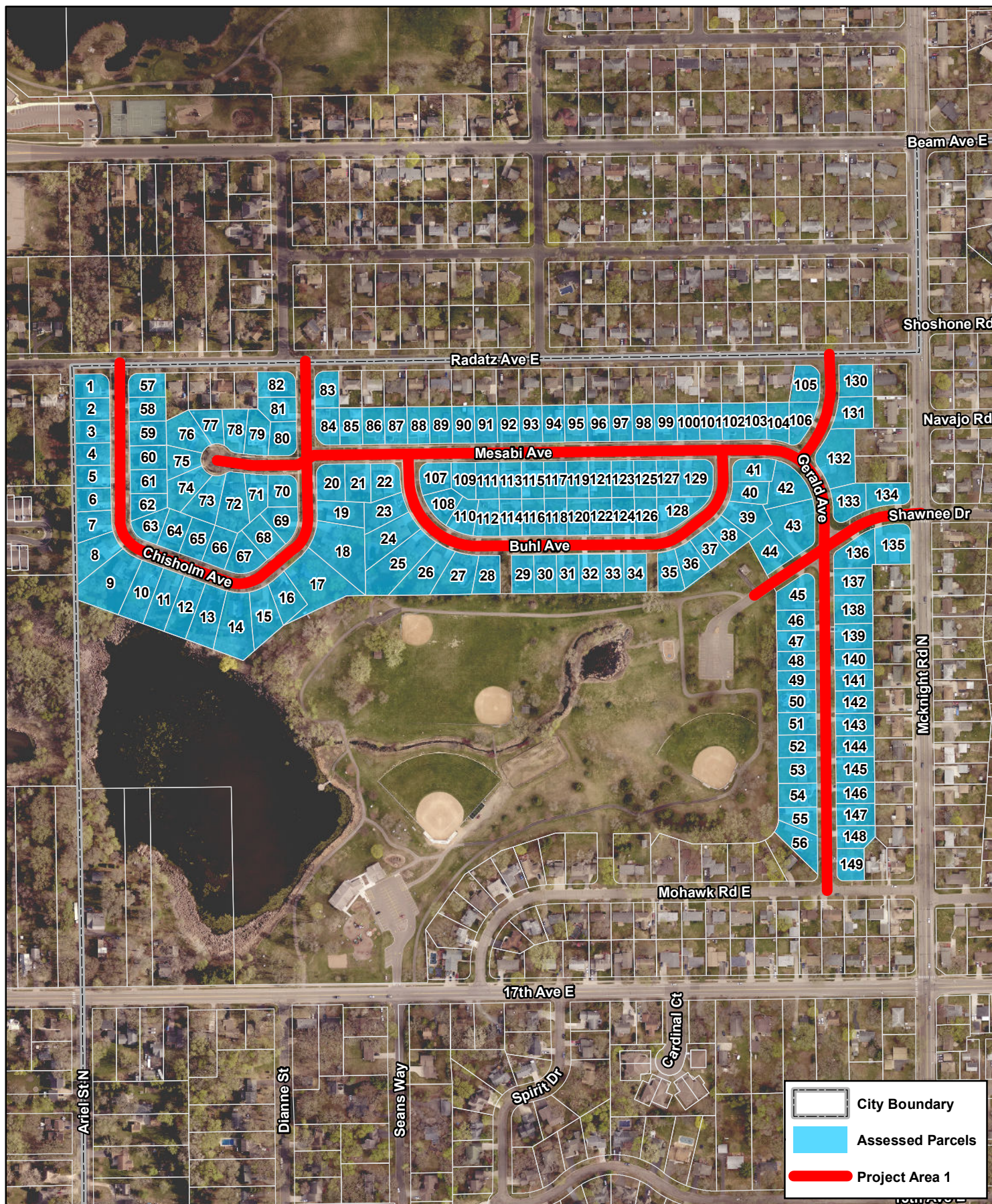
Item No.	MnDOT Specification No.	Description	Unit	Estimated Total Quantity	Estimated Unit Price	Estimated Total Cost
A. SURFACE IMPROVEMENTS						
1	2021.501	MOBILIZATION	LS	1	\$ 89,700.00	\$ 89,700.00
2	2101.524	CLEARING	TREE	32	\$ 250.00	\$ 8,000.00
3	2101.524	GRUBBING	TREE	32	\$ 200.00	\$ 6,400.00
4	2104.502	REMOVE SIGN	EACH	20	\$ 50.00	\$ 1,000.00
5	2104.502	REMOVE MAIL BOX SUPPORT	EACH	10	\$ 60.00	\$ 600.00
6	2104.502	SALVAGE CASTING	EACH	10	\$ 150.00	\$ 1,500.00
7	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	20	\$ 100.00	\$ 2,000.00
8	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	150	\$ 7.00	\$ 1,050.00
9	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	100	\$ 4.00	\$ 400.00
10	2104.503	REMOVE CURB & GUTTER	L F	4790	\$ 5.00	\$ 23,950.00
11	2104.503	REMOVE RETAINING WALL	L F	120	\$ 30.00	\$ 3,600.00
12	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	190	\$ 10.00	\$ 1,900.00
13	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	210	\$ 8.00	\$ 1,680.00
14	2104.518	REMOVE CONCRETE WALK	S F	6150	\$ 2.00	\$ 12,300.00
15	2105.504	GEOTEXTILE FABRIC TYPE 4	S Y	10819	\$ 3.00	\$ 32,457.00
16	2106.507	EXCAVATION - COMMON (P)	C Y	13600	\$ 20.00	\$ 272,000.00
17	2106.507	EXCAVATION - SUBGRADE	C Y	1400	\$ 15.00	\$ 21,000.00
18	2105.507	GRANULAR BORROW (CV)	C Y	9400	\$ 15.00	\$ 141,000.00
19	2112.519	SUBGRADE PREPARATION	RDST	25	\$ 500.00	\$ 12,500.00
20	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	100	\$ 150.00	\$ 15,000.00
21	2130.523	WATER	MGAL	100	\$ 80.00	\$ 8,000.00
22	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	9000	\$ 15.00	\$ 135,000.00
23	2215.504	FULL DEPTH RECLAMATION	S Y	10327	\$ 2.50	\$ 25,817.50
24	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	550	\$ 4.00	\$ 2,200.00
25	2360.504	TYPE SP 9.5 WEAR CRS MIX(3;C)3.0" THICK	S Y	172	\$ 45.00	\$ 7,740.00
26	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;C)	TON	3580	\$ 60.00	\$ 214,800.00
27	2411.604	MODULAR BLOCK RETAINING WALL	S F	400	\$ 100.00	\$ 40,000.00
28	2521.518	4" CONCRETE WALK	S F	32360	\$ 12.00	\$ 388,320.00
29	2531.503	CONCRETE CURB & GUTTER DESIGN B612	L F	7590	\$ 15.00	\$ 113,850.00
30	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	1128	\$ 45.00	\$ 50,760.00
31	2531.618	TRUNCATED DOMES	S F	64	\$ 60.00	\$ 3,840.00
32	2540.602	INSTALL MAIL BOX SUPPORT	EACH	10	\$ 65.00	\$ 650.00
33	2540.602	MAIL BOX	EACH	10	\$ 65.00	\$ 650.00
34	2540.602	TEMPORARY MAIL BOX	LUMP SUM	1	\$ 1,000.00	\$ 1,000.00
35	2563.601	TRAFFIC CONTROL	LS	1	\$ 20,000.00	\$ 20,000.00
36	2564.518	SIGN PANELS TYPE C	S F	250	\$ 50.00	\$ 12,500.00
37	2564.518	SIGN PANELS TYPE SPECIAL	S F	150	\$ 50.00	\$ 7,500.00
38	2571.504	CONIFEROUS SHRUB 2' HT CONT	SHRB	75	\$ 20.00	\$ 1,500.00
39	2571.504	CONIFEROUS SHRUB 4' HT CONT	SHRB	50	\$ 100.00	\$ 5,000.00
40	2571.505	DECIDUOUS SHRUB NO 5 CONT	SHRB	50	\$ 100.00	\$ 5,000.00
41	2571.507	PERENNIAL NO 1 CONT	PLT	1000	\$ 20.00	\$ 20,000.00
42	2571.524	DECIDUOUS TREE 2" CAL B&B	TREE	28	\$ 500.00	\$ 14,000.00
43	2571.524	CONIFEROUS TREE 8' HT B&B	TREE	28	\$ 600.00	\$ 16,800.00
44	2573.501	STORM DRAIN INLET PROTECTION	EACH	15	\$ 300.00	\$ 4,500.00
45	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 5,000.00	\$ 5,000.00
46	2573.503	SILT FENCE; TYPE MS	L F	900	\$ 3.00	\$ 2,700.00
47	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	3540	\$ 3.00	\$ 10,620.00
47	2574.507	COMMON TOPSOIL BORROW	C Y	1100	\$ 30.00	\$ 33,000.00
48	2575.501	TURF ESTABLISHMENT	LUMP SUM	1	\$ 40,000.00	\$ 40,000.00
49	2575.504	SODDING TYPE LAWN	S Y	3780	\$ 7.50	\$ 28,350.00
50	2575.504	EROSION CONTROL BLANKETS CATEGORY 4	S Y	380	\$ 3.00	\$ 1,140.00
51	2575.505	SEEDING	ACRE	1	\$ 2,000.00	\$ 2,000.00
52	2582.503	4" BROKEN LINE MULTI COMP	L F	1800	\$ 2.00	\$ 3,600.00
53	2582.503	4" SOLID LINE MULTI COMP	L F	3600	\$ 2.00	\$ 7,200.00
54	2582.518	CROSSWALK PAINT	S F	500	\$ 5.00	\$ 2,500.00
				0		\$ -
				0		\$ -
				CONSTRUCTION TOTAL		\$ 1,883,574.50
				CONTINGENCY TOTAL (15%)		\$ 282,536.18
				SUBTOTAL		\$ 2,166,110.68
				INDIRECT COST TOTAL (28%)		\$ 606,510.99
				TOTAL		\$ 2,772,621.66
B. WATERMAIN IMPROVEMENTS						
55	2021.501	MOBILIZATION (5%)	LUMP SUM	1	\$ 19,600.00	\$ 19,600.00
56	2104.501	REMOVE WATER MAIN	L F	2402	\$ 7.00	\$ 16,814.00
57	2104.501	REMOVE WATER SERVICE PIPE	L F	260	\$ 3.00	\$ 780.00
58	2104.509	REMOVE GATE VALVE & BOX	EACH	5	\$ 350.00	\$ 1,575.00
59	2104.509	REMOVE MANHOLE	EACH	5	\$ 500.00	\$ 2,250.00
60	2104.509	REMOVE HYDRANT	EACH	8	\$ 500.00	\$ 4,000.00

61	2104.525	REMOVE CURB STOP AND BOX	EACH	13	\$ 200.00	\$ 2,600.00
62	2104.525	ABANDON WATER MAIN	L F	250	\$ 5.00	\$ 1,250.00
63	2105.602	EXCAVATE TO LOCATE SERVICE	EACH	20	\$ 500.00	\$ 10,000.00
64	2502.604	4" POLYSYRENE INSULATION	S Y	100	\$ 50.00	\$ 5,000.00
65	2504.608	DUCTILE IRON FITTINGS	LB	2000	\$ 15.00	\$ 30,000.00
66	2504.601	TEMPORARY WATER SERVICE	LS	1	\$ 50,000.00	\$ 50,000.00
67	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	8	\$ 2,500.00	\$ 20,000.00
68	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	13	\$ 300.00	\$ 3,900.00
69	2504.602	HYDRANT	EACH	8	\$ 5,000.00	\$ 40,000.00
70	2504.602	8" GATE VALVE & BOX	EACH	9	\$ 2,150.00	\$ 19,350.00
71	2504.602	1" CORPORATION STOP AND BOX	EACH	13	\$ 400.00	\$ 5,200.00
72	2504.602	1" CURB STOP AND BOX	EACH	13	\$ 400.00	\$ 5,200.00
73	2504.603	1" HPDE WATER SERVICE PIPE	L F	260	\$ 20.00	\$ 5,200.00
74	2504.603	8" PVC WATERMAIN	L F	1218	\$ 50.00	\$ 60,900.00
75	2504.303	8" HDPE WATERMAIN DR 11 DIPS (PIPE BURST)	LF	1425	\$ 75.00	\$ 106,875.00
				0		\$ -
				0		\$ -
					CONSTRUCTION TOTAL	\$ 410,494.00
					CONTINGENCY TOTAL (15%)	\$ 61,574.10
					SUBTOTAL	\$ 472,068.10
					INDIRECT COST TOTAL (28%)	\$ 132,179.07
					TOTAL	\$ 604,247.17
C. SANITARY SEWER IMPROVEMENTS						
76	2021.501	MOBILIZATION (5%)	LUMP SUM	1	\$ 6,400.00	\$ 6,400.00
77	2104.501	REMOVE SEWER PIPE (SANITARY)	L F	320	\$ 7.50	\$ 2,400.00
78	2104.501	REMOVE SANITARY SERVICE PIPE	L F	128	\$ 10.00	\$ 1,280.00
79	2104.509	REMOVE MANHOLE (SANITARY)	EACH	4	\$ 650.00	\$ 2,600.00
80	2105.602	REMOVE CASTING	EACH	4	\$ 200.00	\$ 800.00
81	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	6	\$ 500.00	\$ 3,000.00
82	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	13	\$ 1,250.00	\$ 16,250.00
83	2503.602	PVC WYE	EACH	6	\$ 500.00	\$ 3,000.00
84	2503.603	4" PVC PIPE SEWER	L F	128	\$ 50.00	\$ 6,400.00
85	2503.603	8" PVC PIPE SEWER	L F	320	\$ 65.00	\$ 20,800.00
86	2503.603	LINING SEWER PIPE 8"	L F	480	\$ 25.00	\$ 12,000.00
87	2506.603	CONST. 48" SAN SEWER MANHOLE	EACH	4	\$ 1,500.00	\$ 6,000.00
88	2503.603	LINING SEWER PIPE SERVICE	L F	156	\$ 25.00	\$ 3,900.00
89	2503.603	LINING SEWER PIPE LATERAL	EACH	9	\$ 3,000.00	\$ 27,000.00
90	2503.603	TELEWISE SANITARY SEWER	LIN FT	800	\$ 2.00	\$ 1,600.00
91	2503.603	TELEWISE SANITARY SEWER SERVICE	EACH	13	\$ 400.00	\$ 5,200.00
92	2105.602	EXCAVATE TO LOCATE SERVICE	EACH	10	\$ 1,000.00	\$ 10,000.00
93	2506.516	CASTING ASSEMBLY	EACH	4	\$ 1,000.00	\$ 4,000.00
				0		\$ -
				0		\$ -
					CONSTRUCTION TOTAL	\$ 132,630.00
					CONTINGENCY TOTAL (15%)	\$ 19,894.50
					SUBTOTAL	\$ 152,524.50
					INDIRECT COST TOTAL (28%)	\$ 42,706.86
					TOTAL	\$ 195,231.36
D. STORM SEWER IMPROVEMENTS						
94	2021.501	MOBILIZATION (5%)	LUMP SUM	1	\$ 25,900.00	\$ 25,900.00
95	2104.501	REMOVE SEWER PIPE (STORM)	L F	330	\$ 15.00	\$ 4,950.00
96	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	13	\$ 750.00	\$ 9,750.00
97	2502.503	4" PERF TP PIPE DRAIN	L F	3380	\$ 25.00	\$ 84,500.00
98	2502.602	4" TP PIPE DRAIN CLEAN OUT	EACH	12	\$ 300.00	\$ 3,600.00
99	2503.511	12" RC PIPE SEWER CLASS V	L F	740	\$ 60.00	\$ 44,400.00
100	2503.511	15" RC PIPE SEWER CLASS V	L F	1720	\$ 65.00	\$ 111,800.00
101	2503.511	18" RC PIPE SEWER CLASS V	L F	50	\$ 70.00	\$ 3,500.00
102	2503.511	21" RC PIPE SEWER CLASS V	L F	200	\$ 80.00	\$ 16,000.00
103	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL (2X3)	EACH	25	\$ 2,500.00	\$ 62,500.00
104	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	V F	86	\$ 650.00	\$ 55,900.00
105	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	V F	25	\$ 850.00	\$ 21,250.00
106	2506.502	RAIN GARDEN	SY	100	\$ 100.00	\$ 10,000.00
107	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	5	\$ 1,250.00	\$ 6,250.00
108	2503.602	RANDOM RIP RAP CLASS III	SY	20	\$ 150.00	\$ 3,000.00
109	2411.507	CONCRETE COLLAR	EACH	5	\$ 500.00	\$ 2,500.00
110	2451.511	COARSE FILTER AGGREGATE (LV)	CY	500	\$ 20.00	\$ 10,000.00
111	2506.516	CASTING ASSEMBLY	EACH	53	\$ 1,250.00	\$ 66,250.00
				0		\$ -
				0		\$ -
					CONSTRUCTION TOTAL	\$ 516,150.00
					WATERSHED WATER QUALITY CREDITS	\$ 308,674.00
					CONTINGENCY TOTAL (15%)	\$ 123,723.60
					SUBTOTAL	\$ 948,547.60
					INDIRECT COST TOTAL (28%)	\$ 265,593.33
					TOTAL	\$ 1,214,140.93
E. ALLEY PAVING						
112	2021.501	MOBILIZATION (5%)	LUMP SUM	1	\$ 1,400.00	\$ 1,400.00
113	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	50	\$ 7.50	\$ 375.00
114	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	50	\$ 5.00	\$ 250.00
115	2232.504	MILL BITUMINOUS SURFACE	S Y	1550	\$ 2.95	\$ 4,572.50
116	2332.604	EDGE MILL	L F	1000	\$ 2.95	\$ 2,950.00
117	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	70	\$ 5.00	\$ 350.00

118	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;C)	TON	307	\$ 90.00	\$ 27,630.00
				0		\$ -
				0		\$ -
						CONSTRUCTION TOTAL \$ 37,527.50
						CONTINGENCY TOTAL (15%) \$ 5,629.13
						SUBTOTAL \$ 43,156.63
						INDIRECT COST TOTAL (28%) \$ 12,083.86
						TOTAL \$ 55,240.48

APPENDIX C

Preliminary Assessment Map Area 1
Preliminary Assessment Map Area 2
Preliminary Assessment Roll Area 1
Preliminary Assessment Roll Area 2



Assessment Map Area 1

2020 Street & Utility Improvements Project
North St. Paul, MN



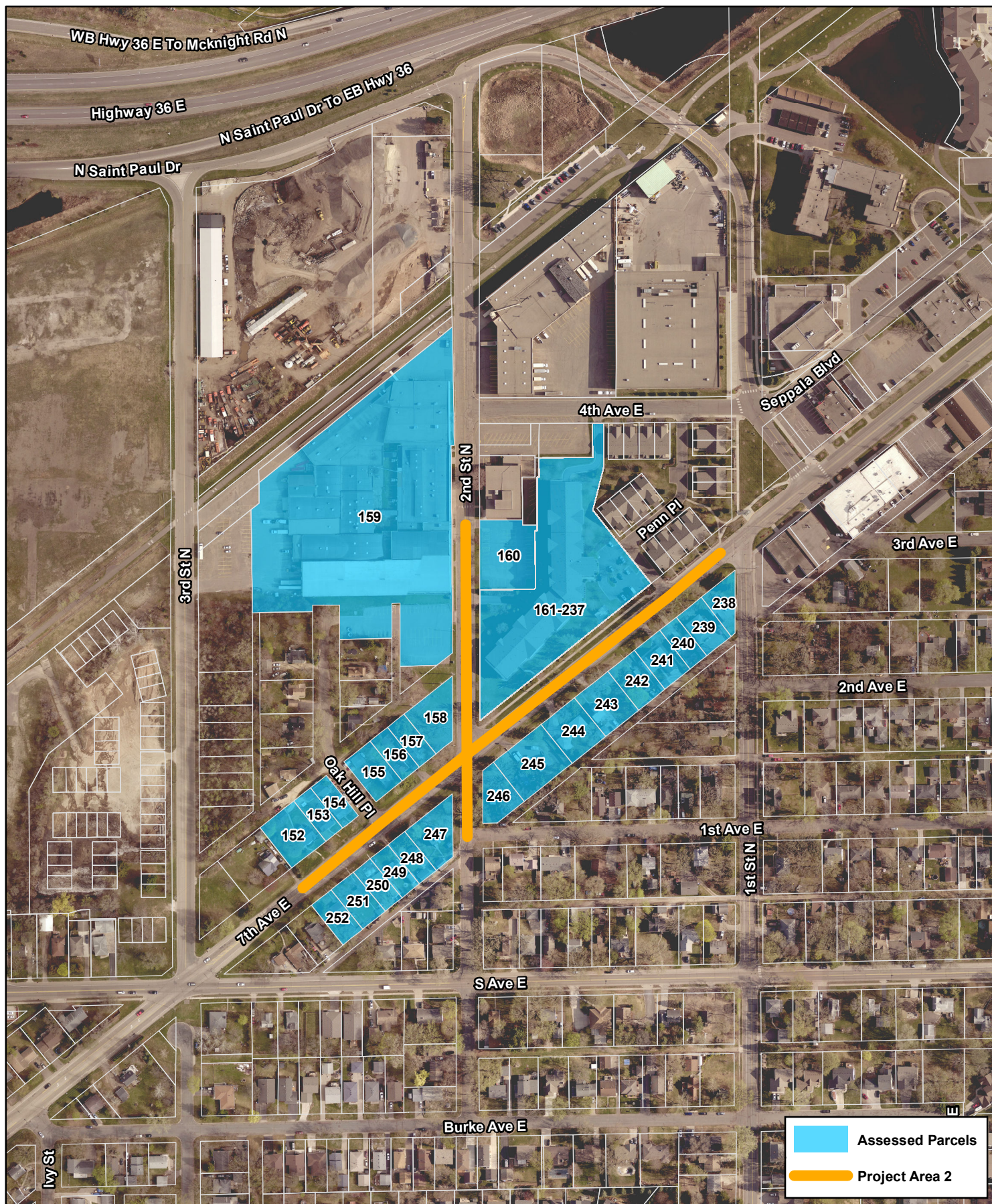
0 400 Feet
1 inch = 400 feet

wsb

CITY OF NORTH ST. PAUL																
2020 STREET AND UTILITY IMPROVEMENT PROJECT - S.A.D. 20-01																
PRELIMINARY ASSESSMENT ROLL - AREA 1																
Updated: 9-9-19																
WSB Project No.: 014391-000																
City Project No.: SAD 20-01																
North St Paul Assessments:																
Full Reconstruction (Per foot)																
\$64																
Casey Lake Park Project Area 1																
MAP ID	PID	FEE OWNER TAX NAME 1	FEE OWNER TAX NAME 2	FEE OWNER ADDRESS	CITY/STATE	ZIP CODE	PROPERTY ADDRESS	CITY/STATE	USE DESCRIPTION	FRONT FOOTAGE			SIDE FOOTAGE			PROPOSED TOTAL ASSESSMENT
										ASSESSED FOOTAGE	ASSESSMENT RATE	ASSESSMENT	ASSESSED FOOTAGE	ASSESSMENT RATE	ASSESSMENT	
1	22922420043	Na Say Yan	David Tun	2710 Chisholm Ave	North St. Paul, MN	55109-1712	2710 Chisholm Ave	North St. Paul, MN	Residential	37.5	\$64	\$2,400.00	0	\$0	\$0.00	\$2,400.00
2	22922420044	Patrick A Johnson	Suzanne M Johnson	2714 Chisholm veE	North St. Paul, MN	55109-1712	2714 Chisholm Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
3	22922420045	Jeff J Rothmund		632 James Ave N	Lake Elmo, MN	55042-1200	2720 Chisholm Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
4	22922420046	John D Thyne	Mary E Thyne	2724 Chisholm Ave	North St. Paul, MN	55109-1712	2724 Chisholm Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
5	22922420047	John R Rohleder	Wendy A Rohleder	2730 Chisholm Ave	North St. Paul, MN	55109-1712	2730 Chisholm Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
6	22922420048	Joseph S Lacasse	Kathleen M Mackley	2734 Chisholm Ave	North St. Paul, MN	55109-1712	2734 Chisholm Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
7	22922420049	Bruce A Ring	Rita I During	2736 Chisholm Ave	North St. Paul, MN	55109-1712	2736 Chisholm Ave	North St. Paul, MN	Residential	65.3	\$64	\$4,179.20	0	\$0	\$0.00	\$4,179.20
8	22922420050	Jeffrey S Eide	Teresa M Eide	2738 Chisholm Ave	North St. Paul, MN	55109-1712	2738 Chisholm Ave	North St. Paul, MN	Residential	65	\$64	\$4,160.00	0	\$0	\$0.00	\$4,160.00
9	22922430012	Valeria Silva	Paul H Stine	2740 Chisholm Ave	North St. Paul, MN	55109-1712	2740 Chisholm Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
10	22922430011	Gregory J Fritz	Sabine Fritz	2744 Chisholm Ave N	North St. Paul, MN	55109-1712	2744 Chisholm Ave N	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
11	22922430010	John A Schmal		2750 Chisholm Ave	North St. Paul, MN	55109-1712	2750 Chisholm Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
12	22922430009	Roger A Anderson	Janet C Anderson	2754 Chisholm Ave	North St. Paul, MN	55109-1712	2754 Chisholm Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
13	22922430008	Travis Hunt		2758 Chisholm Ave	North St. Paul, MN	55109-1712	2758 Chisholm Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
14	22922430007	Michael J Bothwell	Susan M Bothwell	2760 Chisholm Ave	North St. Paul, MN	55109-1712	2760 Chisholm Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
15	22922430006	Kathleen Ann Schwartz		2764 Chisholm Ave	North St. Paul, MN	55109-1712	2764 Chisholm Ave	North St. Paul, MN	Residential	65	\$64	\$4,160.00	0	\$0	\$0.00	\$4,160.00
16	22922430005	Joseph C Danko Jr	Diane L Danko	2766 Chisholm Ave	North St. Paul, MN	55109-1712	2766 Chisholm Ave	North St. Paul, MN	Residential	65	\$64	\$4,160.00	0	\$0	\$0.00	\$4,160.00
17	22922430004	Larue A Reher Jr	Virginia M Reher	2770 Chisholm Ave	North St. Paul, MN	55109-1712	2770 Chisholm Ave	North St. Paul, MN	Residential	105	\$64	\$6,720.00	0	\$0	\$0.00	\$6,720.00
18	22922420110	Christopher Stampley		2774 Chisholm Ave	North St. Paul, MN	55109-1712	2774 Chisholm Ave	North St. Paul, MN	Residential	90	\$64	\$5,760.00	0	\$0	\$0.00	\$5,760.00
19	22922420109	Ronald J Adams	Leonora K Adams	2776 Chisholm Ave	North St. Paul, MN	55109-1712	2776 Chisholm Ave	North St. Paul, MN	Residential	61.86	\$64	\$3,959.04	0	\$0	\$0.00	\$3,959.04
20	22922420108	Lucas Timm	Megan Blommer	2094 Mesabi Ave	North St. Paul, MN	55109-1766	2094 Mesabi Ave	North St. Paul, MN	Residential	52.76	\$64	\$3,376.64	41.225	\$64	\$2,638.40	\$6,015.04
21	22922420107	Robert A Martinson	Constancia S Martinson	2100 Mesabi Ave	North St. Paul, MN	55109-1766	2100 Mesabi Ave	North St. Paul, MN	Residential	80	\$64	\$5,120.00	0	\$0	\$0.00	\$5,120.00
22	22922420106	Gary W Winger		2108 Mesabi Ave	North St. Paul, MN	55109-1766	2108 Mesabi Ave	North St. Paul, MN	Residential	42.34	\$64	\$2,709.76	41.85	\$64	\$2,678.40	\$5,388.16
23	22922420105	James A Harper	Patricia M Harper	2118 Buhl Ave	North St. Paul, MN	55109-1711	2118 Buhl Ave	North St. Paul, MN	Residential	65	\$64	\$4,160.00	0	\$0	\$0.00	\$4,160.00
24	22922420104	Toua Vang	Mai See Vang	2120 Buhl Ave E	North St. Paul, MN	55109-1711	2120 Buhl Ave E	North St. Paul, MN	Residential	65	\$64	\$4,160.00	0	\$0	\$0.00	\$4,160.00
25	22922420103	Edward W Richardson	Kathryn F Richardson	2124 Buhl Ave	North St. Paul, MN	55109-1711	2124 Buhl Ave	North St. Paul, MN	Residential	65	\$64	\$4,160.00	0	\$0	\$0.00	\$4,160.00
26	22922430003	Mark W Hansen	Lynn M Hansen	2128 Buhl Ave	North St. Paul, MN	55109-1711	2128 Buhl Ave	North St. Paul, MN	Residential	65	\$64	\$4,160.00	0	\$0	\$0.00	\$4,160.00
27	22922430002	Michael J Shaw	Teresa L Shaw	2130 Buhl Ave	North St. Paul, MN	55109-1711	2130 Buhl Ave	North St. Paul, MN	Residential	75	\$64	\$4,800.00	0	\$0	\$0.00	\$4,800.00
28	22922430001	Linda A Paul		2138 Buhl Ave	North St. Paul, MN	55109-1711	2138 Buhl Ave	North St. Paul, MN	Residential	60	\$64	\$3,840.00	0	\$0	\$0.00	\$3,840.00
29	22922440001	T Geron Bell	Phyllis E Bell	2146 Buhl Ave	North St. Paul, MN	55109-1711	2146 Buhl Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
30	22922440002	Paul D Kleppe	Valerie J Kleppe	2154 Buhl Ave	North St. Paul, MN	55109-1711	2154 Buhl Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
31	22922440003	Chris A Peterson	Michon M Peterson	2164 Buhl Ave	North St. Paul, MN	55109-1711	2164 Buhl Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
32	22922440004	Roy G Ward Tr	Catherine F Ward TR	2172 Buhl Ave	North St. Paul, MN	55109-1711	2172 Buhl Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
33	22922440005	Thomas D Wagner	Linda K Wagner	2180 Buhl Ave	North St. Paul, MN	55109-1711	2180 Buhl Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
34	22922440006	Barbara S Walker		2190 Buhl Ave	North St. Paul, MN	55109-1771	2190 Buhl Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
35	22922440007	Kari L Wall		2200 Buhl Ave	North St. Paul, MN	55109-1771	2200 Buhl Ave	North St. Paul, MN	Residential	60	\$64	\$3,840.00	0	\$0	\$0.00	\$3,840.00
36	22922410106	Gregory G Bothwell	Kathleen A Bothwell	2202 Buhl Ave	North St. Paul, MN	55109-1771	2202 Buhl Ave	North St. Paul, MN	Residential	60	\$64	\$3,840.00	0	\$0	\$0.00	\$3,840.00
37	22922410107	John L Pottratz	Bonnie J Pottratz	2204 Buhl Ave	North St. Paul, MN	55109-1771	2204 Buhl Ave	North St. Paul, MN	Residential	65.04	\$64	\$4,162.56	0	\$0	\$0.00	\$4,162.56
38	22922410108	Steven C VanDeest Tr	Kathleen D VanDeest TR	2206 Buhl Ave	North St. Paul, MN	55109-1771	2206 Buhl Ave	North St. Paul, MN	Residential	60	\$64	\$3,840.00	0	\$0	\$0.00	\$3,840.00
39	22922410109	James J Krings	Traci L Krings	2208 Buhl Ave	North St. Paul, MN	55109-1771	2208 Buhl Ave	North St. Paul, MN	Residential	50	\$64	\$3,200.00	0	\$0	\$0.00	\$3,200.00
40	22922410110	Paul T Sikora Tr	Miriam H Walen Sikora TR	2210 Buhl Ave	North St. Paul, MN	55109-1771	2210 Buhl Ave	North St. Paul, MN	Residential	61.65	\$64	\$3,945.60	0	\$0	\$0.00	\$3,945.60
41	22922410111	Joseph Burdine Trustee	Denise Burdine TRUSTEE	2212 Mesabi Ave	North St. Paul, MN	55109-1758	2212 Mesabi Ave	North St. Paul, MN	Residential	65.01	\$64	\$4,160.64	30.17	\$0	\$0.00	\$4,160.64
42	22922410112	Mary E Carriere		2783 Gerald Ave	North St. Paul, MN	55109-1747	2783 Gerald Ave	North St. Paul, MN	Residential	155.72	\$64	\$9,966.08	0	\$0	\$0.00	\$8,000.00
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														Full Reconstruction (Per foot)		\$64
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72	22922420071	Kelly J Quinn		2066 Mesabi Ave	North St. Paul, MN	55109-1761	2066 Mesabi Ave	North St. Paul, MN	Residential	60	\$64	\$3,840.00	0	\$0	\$0.00	\$3,840.00
73	22922420072	Anthony J Todora Trustee		2060 Mesabi Ave E	North St. Paul, MN	55109-1761	2060 Mesabi Ave E	North St. Paul, MN	Residential	60	\$64	\$3,840.00	0	\$0	\$0.00	\$3,840.00
74	22922420073	Jeffrey Kam Ng	Cindy Yuetsim Ng	2054 Mesabi Ave	North St. Paul, MN	55109-1761	2054 Mesabi Ave	North St. Paul, MN	Residential	60	\$64	\$3,840.00	0	\$0	\$0.00	\$3,840.00
75	22922420074	Theodore Austin III	Rachel Austin	2053 Mesabi Ave E	North St. Paul, MN	55109-1761	2053 Mesabi Ave E	North St. Paul, MN	Residential	60	\$64	\$3,840.00	0	\$0	\$0.00	\$3,840.00
76	22922420075	Dennis J Killen	Sylvia Killen	2055 Mesabi Ave	North St. Paul, MN	55109-1761	2055 Mesabi Ave	North St. Paul, MN	Residential	60	\$64	\$3,840.00	0	\$0	\$0.00	\$3,840.00
77	22922420076	Timothy Van De Walker	Elayne Van De Walker	2061 Mesabi Ave N	North St. Paul, MN	55109-1761	2061 Mesabi Ave N	North St. Paul, MN	Residential	60	\$64	\$3,840.00	0	\$0	\$0.00	\$3,840.00
78	22922420077	Maisue Thao	Fue Lo Thao	2067 Mesabi Ave	North St. Paul, MN	55109-1761	2067 Mesabi Ave	North St. Paul, MN	Residential	68.76	\$64	\$4,400.64	0	\$0	\$0.00	\$4,400.64
79	22922420078	Jan L Karrmann		2073 Mesabi Ave	North St Paul, MN	55109-1761	2073 Mesabi Ave	North St. Paul, MN	Residential	75.37	\$64	\$4,823.68	0	\$0	\$0.00	\$4,823.68
80	22922420079	Ardys A Denno Trustee		2795 Chisholm Ave N	North St. Paul, MN	55109-1740	2795 Chisholm Ave N	North St. Paul, MN	Residential	50.265	\$64	\$3,216.96	41.71	\$0	\$0.00	\$3,216.96
81	22922420080	Charles D Clowes		2805 Chisholm Ave	North St. Paul, MN	55109-1740	2805 Chisholm Ave	North St. Paul, MN	Residential	75	\$64	\$4,800.00	0	\$0	\$0.00	\$4,800.00
82	22922420051	Michael J Mattson	Kimberly A Mattson	2080 Radatz Rd	North St. Paul, MN	55109-1457	2080 Radatz Rd	North St. Paul, MN	Residential	36.76	\$64	\$2,352.64	0	\$64	\$0.00	\$2,352.64
83	22922420088	Joseph L Plattner	Sandra Plattner	2092 Radatz Rd	North St. Paul, MN	55109-1473	2092 Radatz Rd	North St. Paul, MN	Residential	54.26	\$64	\$3,472.64	0	\$0	\$0.00	\$3,472.64
84	22922420089	Kathleen M Theiss		2095 Mesabi Ave	North St. Paul, MN	55109-1700	2095 Mesabi Ave	North St. Paul, MN	Residential	34.285	\$64	\$2,194.24	54.29	\$64	\$3,474.56	\$5,668.80
85	22922420090	Kathleen M Koonce		2099 Mesabi Ave	North St. Paul, MN	55109-1700	2099 Mesabi Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
86	22922420091	Aaron T Okoneski	Megan C Okoneski	2105 Mesabi Ave	North St. Paul, MN	55109-1718	2105 Mesabi Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
87	22922420092	Frank A Thurmer Jr	Stacey M Schatz	2111 Mesabi Ave	North St. Paul, MN	55109-1718	2111 Mesabi Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
88	22922420093	Robert B Lewis	Heidi J Lewis	2119 Mesabi Ave	North St. Paul, MN	55109-1718	2119 Mesabi Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
89	22922420094	Shaughn P Erickson		2123 Mesabi Ave	North St. Paul, MN	55109-1718	2123 Mesabi Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
90	22922420095	Mark A Borglum	Carol A Borglum	2131 Mesabi Ave	North St. Paul, MN	55109-1718	2131 Mesabi Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
91	22922420096	Roger W Fletcher	Suzanne E Fletcher	2137 Mesabi Ave	North St. Paul, MN	55109-1718	2137 Mesabi Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
92	22922410075	Dianne Fiebiger		7008 24th St N	St. Paul, MN	55128-4502	2145 Mesabi Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
93	22922410076	Txawj T Thao	Laxee X Thao	2149 Mesabi Ave	North St. Paul, MN	55109-1718	2149 Mesabi Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
94	22922410077	Fa Chang Vue	Pang Nyiang Vang	2157 Mesabi Ave	North St. Paul, MN	55109-1718	2157 Mesabi Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
95	22922410078	Carole A Bergman		2163 Mesabi Ave E	North St. Paul, MN	55109-1718	2163 Mesabi Ave E	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
96	22922410079	Donna J Tatro Trustee		2169 Mesabi Ave E	North St. Paul, MN	55109-1718	2169 Mesabi Ave E	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
97	22922410080	James C Nora		2175 Mesabi Ave E	North St. Paul, MN	55109-1718	2175 Mesabi Ave E	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
98	22922410081	Herbert D Froemming Trustee		8596 Lake Riley Dr	Chanhassen, MN	55317-4757	2183 Mesabi Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
99	22922410082	Matthew T Marchetti	Paula J Marchetti	2189 Mesabi Ave E	North St. Paul, MN	55109-1718	2189 Mesabi Ave E	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
100	22922410083	D D Sagstetter	Barbara M Sagstetter	2195 Mesabi Ave E	North St. Paul, MN	55109-1718	2195 Mesabi Ave E	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
101	22922410084	Robert E Hays		2205 Mesabi Ave E	North St. Paul, MN	55109-1718	2205 Mesabi Ave E	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
102	22922410085	Michael Fulcher	Krysten Fulcher	2207 Mesabi Ave	North St. Paul, MN	55109-1718	2207 Mesabi Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
103	22922410086	Timothy L Ellis	Jane M Ellis	2215 Mesabi Ave E	North St. Paul, MN	55109-1718	2215 Mesabi Ave E	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
104	22922410087	Duane R Anderson	Josephine A Anderson	2219 Mesabi Ave E	Maplewood, MN	55109-1757	2219 Mesabi Ave E	Maplewood, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
105	22922410061	Donald W Buckhout	Carol D Buckhout	2226 Radatz Ave E	North St. Paul, MN	55109-1415	2226 Radatz Ave E	North St. Paul, MN	Residential	54.41	\$64	\$3,482.24	0	\$0	\$0.00	\$3,482.24
106	22922410088	Burton C Green	Donna M Green	2799 Gerald Ave	North St. Paul, MN	55109-1769	2799 Gerald Ave	North St. Paul, MN	Residential	90.89	\$64	\$5,816.96	0	\$0	\$0.00	\$5,816.96
107	22922420099	Marilyn J Cousineau		2122 Mesabi Ave	North St. Paul, MN	55109-1720	2122 Mesabi Ave	North St. Paul, MN	Residential	46.76	\$64	\$2,992.64	47.71	\$64	\$3,053.44	\$6,046.08
108	22922420100	Shawntelle Wells		2121 Buhl Ave	North St. Paul, MN	55109-1710	2121 Buhl Ave	North St. Paul, MN	Residential	120	\$64	\$7,680.00	0	\$0	\$0.00	\$7,680.00
109	22922420098	Dennis J Reber		2130 Mesabi Ave E	North St. Paul, MN	55109-1720	2130 Mesabi Ave E	North St. Paul, MN	Residential	75	\$64	\$4,800.00	0	\$0	\$0.00	\$4,800.00
110	22922420101	Guo Bin Wang		2129 Buhl Ave	North St. Paul, MN	55109-1710	2129 Buhl Ave	North St. Paul, MN	Residential	90	\$64	\$5,760.00	0	\$0	\$0.00	\$5,760.00
111	22922420097	Jacqueline N Haefliger Trustee		2138 Mesabi Ave	North St. Paul, MN	55109-1720	2138 Mesabi Ave	North St. Paul, MN	Residential	73	\$64	\$4,672.00	0	\$0	\$0.00	\$4,672.00
112	22922420102	Kathleen J Wagner		2135 Buhl Ave	North St. Paul, MN											

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144	22922440027	Laura L Lambert		2708 Gerald Ave N	North St. Paul, MN	55109-1715	2708 Gerald Ave N	North St. Paul, MN	Residential	65	\$64	\$4,160.00	0	\$0	\$0.00	\$4,160.00
145	22922440026	Jessica Evans		2700 Gerald Ave	North St. Paul, MN	55109-1715	2700 Gerald Ave	North St. Paul, MN	Residential	80	\$64	\$5,120.00	0	\$0	\$0.00	\$5,120.00
146	22922440025	Mary J Herbst		2694 Gerald Ave	North St. Paul, MN	55109-1753	2694 Gerald Ave	North St. Paul, MN	Residential	65	\$64	\$4,160.00	0	\$0	\$0.00	\$4,160.00
147	22922440024	Teresa E Drew	Robert M Drew Jr	2688 Gerald Ave	North St. Paul, MN	55109-1753	2688 Gerald Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
148	22922440023	Lora L Mani		2682 Gerald Ave	North St. Paul, MN	55109-1753	2682 Gerald Ave	North St. Paul, MN	Residential	70	\$64	\$4,480.00	0	\$0	\$0.00	\$4,480.00
149	22922440022	Timothy W Stolte	Catherine S Sinden Stolte	2237 Mohawak Rd E	North St. Paul, MN	55109-1729	2237 Mohawak Rd E	North St. Paul, MN	Residential	47.5	\$64	\$3,040.00	0	\$0	\$0.00	\$3,040.00



NORTH
ST. PAUL
extraordinary.

Assessment Map Area 2

2020 Street & Utility Improvements Project
North St. Paul, MN



0 300 Feet
1 inch = 300 feet

wsb

CITY OF NORTH ST. PAUL																
2020 STREET AND UTILITY IMPROVEMENT PROJECT - S.A.D. 20-01																
PRELIMINARY ASSESSMENT ROLL - AREA 2																
Updated: 9-9-19																
WSB Project No.: 014391-000																
City Project No.: SAD 20-01																
North St Paul Assessments:																
Full Reconstruction (Per foot)																
\$64																
7th Ave Project Area 2																
MAP ID	PID	FEE OWNER TAX NAME 1	FEE OWNER TAX NAME 2	FEE OWNER ADDRESS	CITY/STATE	ZIP CODE	PROPERTY ADDRESS	CITY/STATE	USE DESCRIPTION	FRONT FOOTAGE			SIDE FOOTAGE			PROPOSED TOTAL ASSESSMENT
										ASSESSED FOOTAGE	ASSESSMENT RATE	ASSESSMENT	ASSESSED FOOTAGE	ASSESSMENT RATE	ASSESSMENT	
152	122922330021.00	Rulon A Chappell		2373 7th Ave E	North St. Paul, MN	55109-2933	2373 7th Ave E	North St. Paul, MN	Res 1 unit	100	\$64	\$6,400.00	0	\$64	\$0.00	\$6,400.00
153	122922330022.00	Matthew P Watt	Jolene M Watt	2377 7th Ave E	Maplewood, MN	55109-2933	2377 7th Ave E	North St. Paul, MN	Res 1 unit	50	\$64	\$3,200.00	0	\$64	\$0.00	\$3,200.00
154	122922330023.00	Kathleen J Pechuman		2383 7th Ave E	North St. Paul, MN	55109-2933	2383 7th Ave E	North St. Paul, MN	Res 1 unit	25	\$64	\$1,600.00	0	\$64	\$0.00	\$1,600.00
155	122922330024.00	Michael H Schultz	Betty M Schultz	2395 7th Ave E	North St. Paul, MN	55109-2932	2395 7th Ave E	North St. Paul, MN	Res 1 unit	37.5	\$64	\$2,400.00	0	\$64	\$0.00	\$2,400.00
156	122922330025.00	Daniel G Graczyk		2401 7th Ave E	North St. Paul, MN	55109-2932	2401 7th Ave E	North St. Paul, MN	Res 1 unit	50	\$64	\$3,200.00	0	\$64	\$0.00	\$3,200.00
157	122922330026.00	Urban City Properties LLC		3119 Millwork Cir	Stillwater, MN	55082-3472	2405 7th Ave E	North St. Paul, MN	Res 1 unit	50	\$64	\$3,200.00	0	\$64	\$0.00	\$3,200.00
158	122922330027.00	Berwald Investment Company		2440 Charles St N	North St. Paul, MN	55109-3013	2409 7th Ave E	North St. Paul, MN	Res V Land	25	\$64	\$1,600.00	75.7	\$64	\$4,844.80	\$6,444.80
159	122922330001.00	Berwald Investment Company		2440 Charles St N	North St. Paul, MN	55109-3013	2226 2nd St N	North St. Paul, MN	Industrial	312.5	\$96	\$30,000.00	0	\$96	\$0.00	\$30,000.00
160	122922340160.00	Berwald Investment Company		2440 Charles St N	North St. Paul, MN	55109-3013	0 2nd St	North St. Paul, MN	Commercial	160	\$96	\$15,360.00	0	\$96	\$0.00	\$15,360.00
161	122922340162.00	Neil V Bakker	Judith A Duclos	2231 Penn Place Unit 101	North St. Paul, MN	55109-2948	2231 Penn Pl 101	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
162	122922340163.00	Richard T Hedlund	Mavis C Hedlund	2231 Penn Place Unit 102	Maplewood, MN	55109-2948	2231 Penn Pl 102	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
163	122922340164.00	Jimmie M Wood	Janet A Wood	2231 Penn Pl Unit 103	North St. Paul, MN	55109-2948	2231 Penn Pl 103	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
164	122922340165.00	Robert Zick		2231 Penn Pl Unit 104	Maplewood, MN	55109-2948	2231 Penn Pl 104	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
165	122922340166.00	Mary Lynn Perrault	Judy Ann Perrault	2231 Penn Pl Unit 105	North St. Paul, MN	55109-2948	2231 Penn Pl 105	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
166	122922340167.00	Debra F Severson		2231 Penn Place Unit 106	North St. Paul, MN	55109-2948	2231 Penn Pl 106	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
167	122922340168.00	Scott A Lemire	Deborah K Lemire	2231 Penn Place Unit 107	North St. Paul, MN	55109-2948	2231 Penn Pl 107	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
168	122922340169.00	Kenneth Johnson	Janet Johnson	2331 Penn Pl Unit 108	North St. Paul, MN	55109-2955	2231 Penn Pl 108	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
169	122922340170.00	Gloria Chatterton Trustee		2231 Penn Place Unit 109	North St. Paul, MN	55109-2955	2231 Penn Pl 109	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
170	122922340171.00	Karen Hagen		2231 Penn Place Unit 110	North St. Paul, MN	55109-2955	2231 Penn Pl 110	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
171	122922340172.00	Lyle R Schuetzle	Virginia M Schuetzle	2231 Penn Place Unit 111	North St. Paul, MN	55109-2955	2231 Penn Pl 111	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
172	122922340173.00	Jon D Gear	Karen C Gear	2231 Penn Place Unit 112	North St. Paul, MN	55109-2955	2231 Penn Pl 112	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
173	122922340174.00	Eugene Larson	Sandra Larson	2231 Penn Place Unit 113	North St. Paul, MN	55109-2955	2231 Penn Pl 113	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
174	122922340175.00	Daniel G Kelly	Susan M Kelly	2231 Penn Pl Unit 114	North St. Paul, MN	55109-2955	2231 Penn Pl 114	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
175	122922340176.00	Karen A Reaume		2231 Penn Place Unit 116	North St. Paul, MN	55109-2956	2231 Penn Pl 116	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
176	122922340177.00	John C Kovacs	Ruth A Kovacs	2231 Penn Place Unit 117	North St. Paul, MN	55109-2956	2231 Penn Pl 117	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
177	122922340178.00	Carol A Dixon		2231 Penn Place Unit 118	North St. Paul, MN	55109-2956	2231 Penn Pl 118	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
178	122922340179.00	Deborah L Gridley		2231 Penn Place Unit 119	North St. Paul, MN	55109-2905	2231 Penn Pl 119	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
179	122922340180.00	Edward R Kruse	Marilyn L Kruse	2231 Penn Place Unit 120	North St. Paul, MN	55109-2956	2231 Penn Pl 120	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
180	122922340181.00	Scott A Weston		2231 Penn Place Unit 121	North St. Paul, MN	55109-2956	2231 Penn Pl 121	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
181	122922340182.00	Nelvia Huston		2231 Penn Place Unit 122	North St. Paul, MN	55109-2956	2231 Penn Pl 122	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
182	122922340183.00	Kenneth P Lang	Loretta F Lang	2231 Penn Place Unit 123	North St. Paul, MN	55109-2905	2231 Penn Pl 123	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
183	122922340184.00	Jessica Marie Flug		2231 Penn Place Unit 124	North St. Paul, MN	55109-2957	2231 Penn Pl 124	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
184	122922340185.00	Barbara V Campbell		2231 Penn Place Unit 125	North St. Paul, MN	55109-2957	2231 Penn Pl 125	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
185	122922340186.00	Bridget K McKelvey		3034 Duluth St	Maplewood, MN	55109-5531	2231 Penn Pl 126	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
186	122922340187.00	Christine I Larson		2231 Penn Place Unit 201	North St. Paul, MN	55109-2951	2231 Penn Pl 201	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
187	122922340188.00	Jackie Lee Gilbertson Trustee		2231 Penn Place Unit 202	North St. Paul, MN	55109-2951	2231 Penn Pl 202	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
188	122922340189.00	Marjorie P Sjolund		2231 Penn Place Unit 203	North St. Paul, MN	55109-2951	2231 Penn Pl 203	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
189	122922340190.00	Richard J Herzog	Sharon K Herzog	PO Box 247	Sturgeon Lake, MN	55783	2231 Penn Pl 204	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
190	122922340191.00	Richard F Conner	Frances Conner	2231 Penn Place Unit 205	North St. Paul, MN	55109-2958	2231 Penn Pl 205	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
191	122922340192.00	Bruce E Meissner	Pamela M Meissner													

CITY OF NORTH ST. PAUL																
2020 STREET AND UTILITY IMPROVEMENT PROJECT - S.A.D. 20-01																
PRELIMINARY ASSESSMENT ROLL - AREA 2																
Updated: 9-9-19 WSB Project No.: 014391-000 City Project No.: SAD 20-01														North St Paul Assessments:		
														Full Reconstruction (Per foot)		\$64
7th Ave Project Area 2																
MAP ID	PID	FEE OWNER TAX NAME 1	FEE OWNER TAX NAME 2	FEE OWNER ADDRESS	CITY/STATE	ZIP CODE	PROPERTY ADDRESS	CITY/STATE	USE DESCRIPTION	FRONT FOOTAGE			SIDE FOOTAGE			PROPOSED TOTAL ASSESSMENT
										ASSESSED FOOTAGE	ASSESSMENT RATE	ASSESSMENT	ASSESSED FOOTAGE	ASSESSMENT RATE	ASSESSMENT	
225	122922340226.00	Helen D Erickson		2231 Penn Place Unit 314	North St. Paul, MN	55109-2962	2231 Penn Pl 314	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
226	122922340227.00	Rita D Ward		2231 Penn Place Unit 315	North St. Paul, MN	55109-2962	2231 Penn Pl 315	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
227	122922340228.00	Thomas L Feucht	Ashley M Feucht	8522 Titanium Cir	Woodbury, MN	55129-2227	2231 Penn Pl 316	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
228	122922340229.00	James J Martin Tr		2231 Penn Place Unit 317	North St. Paul, MN	55109-2962	2231 Penn Pl 317	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
229	122922340230.00	Scott A Pierson		2231 Penn Place Unit 318	North St. Paul, MN	55109-2962	2231 Penn Pl 318	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
230	122922340231.00	Roxann Palmberg	Richard Palmberg	2231 Penn Place Unit 319	North St Paul, MN	55109-2962	2231 Penn Pl 319	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
231	122922340232.00	Sharolyn J Hartje	Robert M Hartje	2231 Penn Place Unit 320	North St. Paul, MN	55109-2963	2231 Penn Pl 320	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
232	122922340233.00	Dean M Widsenski	Beth R Widsenski	6632 Bergstrom Rd	Duluth, MN	55803-9236	2231 Penn Pl 321	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
233	122922340234.00	Patricia L Schaaf		2231 Penn Place Unit 322	North St. Paul, MN	55109-2963	2231 Penn Pl 322	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
234	122922340235.00	John T St Ledger		3114 164th Ave NE	Andover, MN	55304-6971	2231 Penn Pl 323	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
235	122922340236.00	Suzanne M Plaster		2231 Penn Place Unit 324	North St. Paul, MN	55109-2963	2231 Penn Pl 324	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
236	122922340237.00	Kathleen Zella Rice		2231 Penn Place Unit 325	North St. Paul, MN	55109-2963	2231 Penn Pl 325	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
237	122922340238.00	Michael J Healy		2231 Penn Place Unit 326	North St. Paul, MN	55109-2963	2231 Penn Pl 326	North St. Paul, MN	Res 1 unit(CONDO)	511.43	\$96	\$49,097.28	306.64	\$96	\$29,437.44	\$1,019.93
238	122922340085.00	Revoc Trust Agreement Sharon A Campbell		1872 Adele St	St. Paul, MN	55109	2227 1st St N	North St. Paul, MN	Res 2-3 units	103	\$96	\$9,888.00	0	\$96	\$0.00	\$9,888.00
239	122922340084.00	Khaled M Slayhi Trustee	Clara M Slayhi Trustee	5610 Norwich Pky Unit 324	Oak Park Hts, MN	55082-6489	2456 7th Ave E	North St. Paul, MN	Res 2-3 units	75	\$96	\$7,200.00	0	\$96	\$0.00	\$7,200.00
240	122922340083.00	Justin E Weiland		2454 7th Ave E	North St. Paul, MN	55109-2904	2454 7th Ave E	North St. Paul, MN	Res 1 unit	50	\$64	\$3,200.00	0	\$64	\$0.00	\$3,200.00
241	122922340082.00	Raymond J Simpson Trustee	Mary Jo Simpson Trustee	3624 Grovner Rd N	Oakdale, MN	55128-3219	2446 7th Ave E	North St. Paul, MN	Res 2-3 units	75	\$96	\$7,200.00	0	\$96	\$0.00	\$7,200.00
242	122922340081.00	Amy B Winterhalter		2442 7th Ave E	North St. Paul, MN	55109-2904	2442 7th Ave E	North St. Paul, MN	Res 2-3 units	75	\$96	\$7,200.00	0	\$96	\$0.00	\$7,200.00
243	122922340080.00	Paul D Collins	Elisabeth M Collins	2434 7th Ave E	North St. Paul, MN	55109-2904	2434 7th Ave E	North St. Paul, MN	Res 1 unit	100	\$64	\$6,400.00	0	\$64	\$0.00	\$6,400.00
244	122922340079.00	Lucille O Low		2426 7th Ave E	North St. Paul, MN	55109-2904	2426 7th Ave E	North St. Paul, MN	Res 1 unit	100	\$64	\$6,400.00	0	\$64	\$0.00	\$6,400.00
245	122922340078.00	Charles Givens	C/O GED Contract Enterprising Inc	2414 7th Ave E	North St. Paul, MN	55109-2930	2414 7th Ave E	North St. Paul, MN	Res 1 unit	144	\$64	\$9,216.00	0	\$64	\$0.00	\$8,000.00
246	122922340077.00	State of MN Trust Exempt	Ramsey Co Tax Forf Land	PO Box 64097	St. Paul, MN	55164	2198 2nd St N	North St. Paul, MN	T E Misc Co D 1(Res 2-3 units)	26	\$96	\$2,496.00	134	\$96	\$12,864.00	\$15,360.00
247	122922330035.00	Jesse William Labuda		2396 7th Ave E	North St. Paul, MN	55109-2901	2396 7th Ave E	Maplewood, MN	Res 1 unit	65	\$64	\$4,160.00	72	\$64	\$4,608.00	\$8,000.00
248	122922330034.00	Timothy J Smaker		1861 2nd St E	White Bear Lake	55110-3176	2390 7th Ave E	North St. Paul, MN	Res 1 unit	50	\$64	\$3,200.00	0	\$64	\$0.00	\$3,200.00
249	122922330033.00	Fran Kroska		2384 7th Ave E	North St. Paul, MN	55109-2901	2384 7th Ave E	North St. Paul, MN	Res 1 unit	50	\$64	\$3,200.00	0	\$64	\$0.00	\$3,200.00
250	122922330032.00	Nancy P Walsh		2380 7th Ave E	North St. Paul, MN	55109-2901	2380 7th Ave E	North St. Paul, MN	Res 1 unit	50	\$64	\$3,200.00	0	\$64	\$0.00	\$3,200.00
251	122922330031.00	Curtis M Gabrielson	Lindsey M Gabrielson	2376 7th Ave E	North St. Paul, MN	55109-2901	2376 7th Ave E	North St. Paul, MN	Res 1 unit	65	\$64	\$4,160.00	0	\$64	\$0.00	\$4,160.00
252	122922330030.00	David J Beale	Amy K Beale	2370 7th Ave E	North St. Paul, MN	55109-2901	2370 7th Ave E	North St. Paul, MN	Res 1 unit	60	\$64	\$3,840.00	0	\$64	\$0.00	\$3,840.00

APPENDIX D

2020 Geotechnical Report – Log of Test Borings



GEOTECHNICAL REPORT

2020 STREET IMPROVEMENTS

NORTH ST. PAUL MN

August 12, 2019

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

WSB PROJECT NO. 014391-000

**2020 STREET IMPROVEMENTS
NORTH ST. PAUL**

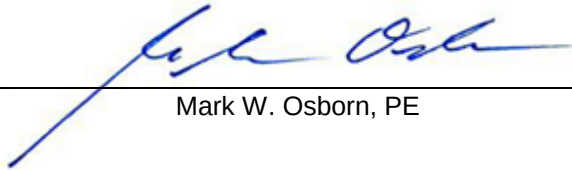
**FOR
CITY OF NORTH ST. PAUL**

August 12, 2019



CERTIFICATION

I hereby certify that this plan, specification, or report 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.



Mark W. Osborn, PE

Date: August 12, 2019

Lic. No. 41362

August 12, 2019

Nick Fleishhacker
City of North St Paul
2400 Margaret Street
North St Paul, MN 55109

Re: Geotechnical Report
2020 Street Improvements
North St. Paul, Minnesota
WSB Project No.: 014391-000

We have conducted a geotechnical subsurface exploration program for the above referenced project. This report contains our soil boring logs, an evaluation of the conditions encountered in the borings and our recommendations for pavement section design, subgrade improvements, utility installation, and construction considerations.

If you have questions concerning this report or our recommendations, or for construction material testing for this project, please call us at (952) 737-4660.

Sincerely,

WSB



Mark Osborn, PE
Geotechnical Project Engineer



Darin Hyatt, PE
Senior Geotechnical Engineer

Attachment:
Geotechnical Report

MWO/tmw

TITLE SHEET
CERTIFICATION SHEET
LETTER OF TRANSMITTAL
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Appendix A

Soil Boring Exhibit
 Logs of Test Borings
 Symbols and Terminology on Test Boring Log
 Notice to Report Users Boring Log Information
 Unified Soil Classification System (USCS)

1. INTRODUCTION

1.1 Project Location

The site is located along 7th Avenue between Helen Street North and 3rd Street North, and along various roadways to the north and east of Casey Lake Park in North St. Paul, Minnesota. The approximate soil boring locations can be found on the Soil Boring Exhibits in **Appendix A**.

1.2 Project Description

We understand the improvements on 7th Avenue North will include reconstruction of the roadway and potentially installation of new storm sewer. It is also our understanding that the improvements on the residential roadways near Casey Lake Park will include reconstruction of the roadway and installation of new underground utilities including watermain, sanitary sewer, and storm sewer. We understand that the vertical and horizontal alignment of the roadway will remain similar to existing conditions.

WSB has developed recommendations for this project in consideration of the proposed layout, loadings, and configurations as understood at this time. When the design team develops additional information about final design loadings, configuration, or other significant factors, the recommendations presented herein may no longer apply. WSB should be made aware of the revised or additional information in order to evaluate the recommendations for continued applicability.

1.3 Purpose and Project Scope of Services

In order to assist the design team in preparing plans and specifications, we have developed recommendations for pavement section, subgrade improvements, and installation of underground utilities. As such, we have completed a subsurface exploration program and prepared a geotechnical report for the referenced site. This stated purpose was a significant factor in determining the scope and level of service provided. Should the purpose of the report change the report immediately ceases to be valid and use of it without WSB's prior review and written authorization should be at the user's sole risk.

Our authorized scope of work has been limited to:

1. Clearing underground utilities utilizing Gopher State One Call.
2. Mobilization / demobilization of a truck mounted drill rig.
3. Drilling 12 standard penetration borings to 25 foot depths.
4. Drilling 4 standard penetration borings to 10 foot depths.
5. Sealing the borings per Minnesota Department of Health procedures.
6. Perform soil classification and analysis.
7. Review of available project information and geologic data.
8. Providing this geotechnical report containing:
 - a. Summary of our findings.
 - b. Discussion of subsurface soil and groundwater conditions and how they may affect the proposed pavements and underground utilities.
 - c. Estimated R-value of the soils.
 - d. Recommended pavement section.
 - e. A discussion of soils for use as structural fill and site fill.

2. PROCEDURES

2.1 Boring Layout and Soil Sampling Procedures

WSB proposed to complete 16 standard penetration soil borings along the proposed roadway reconstruction areas. WSB recommended the boring depths and selected the desired locations. Our field crew staked the borings by estimating locations from aerial site plans. The approximate boring locations are shown on the Soil Boring Exhibits in **Appendix A** which are aerial photos. Elevations were not obtained for the boring locations.

We completed the borings from July 15 to 17, 2019 with a truck-mounted CME-55 drill rig operated by a two-person crew. The drill crew advanced the borings using continuous hollow stem augers. The drilling information is provided on the boring logs.

Generally, the drill crew sampled the soil in advance of the auger tip at two and one-half (2 ½) foot intervals to a depth of 15 feet and then at five (5) foot intervals thereafter to the termination depth of the borings. The soil samples were obtained using a split-barrel sampler which was driven into the ground during standard penetration tests in accordance with ASTM D 1586, Standard Method of Penetration Test and Split-Barrel Sampling of Soils. The materials encountered were described on field logs and representative samples were containerized, and transported to our laboratory for further observation and testing.

The samples were visually observed to estimate the distribution of grain sizes, plasticity, consistency, moisture condition, color, presence of lenses and seams, and apparent geologic origin. We classified the soils according to type using the Unified Soil Classification System (USCS). A chart describing the USCS is included in **Appendix A**.

2.2 Groundwater Measurements and Borehole Abandonment

The drill crew observed the borings for free groundwater while drilling and after completion of the borings. These observations and measurements are noted on the boring logs. The crew then backfilled the borings to comply with Minnesota Department of Health regulations.

2.3 Boring Log Procedures and Qualifications

The subsurface conditions encountered by the borings are illustrated on the Logs of Test Borings in **Appendix A**. Similar soils were grouped into the strata shown on the boring logs, and the appropriate estimated USCS classification symbols were also added. The depths and thickness of the subsurface strata indicated on the boring logs were estimated from the drilling results.

The transition between materials (horizontal and vertical) is approximate and is usually far more gradual than shown. Information on actual subsurface conditions exists only at the specific locations indicated and is relevant only to the time exploration was performed. Subsurface conditions and groundwater levels at other locations may differ from conditions found at the indicated locations. The nature and extent of these conditions would not become evident until exposed by construction excavation. These stratification lines were used for our analytical purposes and, due to the aforementioned limitations, should not be used as a basis of design or construction cost estimates.

3. EXPLORATION RESULTS

3.1 Site and Geology

The borings were completed through existing bituminous or concrete paved roadways. The bore holes were patched with bituminous cold patch after drilling was completed.

Geologic origins can be difficult to determine solely from boring samples. We referenced online geologic data of the area and used our experience to help determine geologic origin of the soils, however only a detailed geologic exploration would accurately determine the geologic history of the site.

The Ramsey County Geologic Atlas indicates the surficial geology of the area is mostly glacial till and areas of glacial outwash.

The glacial tills along 7th Avenue are characterized as commonly consisting of sands with clay or silt, silty clays, or lean clays with sand. These soils are commonly brown to reddish brown.

The glacial tills along the Casey Lake Park area are characterized as soils ranging from silty sand to clays with sand. These soils are commonly gray but oxidize to brown. In areas the till is banded with other reddish brown sands and tills.

The atlas also indicated that meltwater stream sediments could be encountered near the Casey Lake Park area. These soils typically consist of medium to coarse grained sand with some gravel.

3.2 Subsurface Soil and Groundwater Conditions

The boring profile generally consisted of the pavement section and some fills overlying glacial till deposits.

Pavement Section

The bituminous pavement section for the 4 borings along 7th Avenue ranged from about 5 ½ to 11 inches in thickness and averaged about 7 inches. Borings PB-102 and PB-103 encountered concrete below the bituminous pavement section. This concrete section was about 8 inches in thickness where encountered. The aggregate base section below the bituminous ranged from about 8 to 10 inches and averaged 9 inches.

The bituminous pavement section for the 12 borings near Casey Lake Park ranged from about 2½ to 10½ inches in thickness and averaged about 5 inches. The aggregate base section below the bituminous ranged from about 5 to 24 inches and averaged 14 inches.

Fills

Borings PB-8, PB-9, and PB-12 encountered fill below the pavement section. These fills consisted of lean clays with sand, silty sand, and sands with clay. Fills were encountered to depths of up to 7 ½ feet below grade.

Glacial Till

The glacial tills encountered in the borings ranged from sands with various amounts of gravel, sands with clay or silt, clayey sand, silty sand, lean clay with sand, and lean clays. These soils were mostly brown in color, transitioning to brownish gray or gray at depth in some of the borings.

Table 1 below presents the existing roadway pavement section and subgrade profiles.

Table 1: Roadway Soil Boring Profiles

Boring No.	Bituminous Thickness (inches)	Aggregate Base Thickness (inches)	Subgrade Soils (Upper 4 feet)
PB-1	6 ½	24	Sand with Gravel
PB-2	6 ½	24	Sand with Gravel
PB-3	2 ½	6	Sand with Gravel
PB-4	4	6	Sand
PB-5	3 ½	9	Sand, Lean Clay
PB-6	10 ½	24	Sand with Clay
PB-7	7	24	Sand with Gravel
PB-8	3	5 ½	Fill (Lean Clay)
PB-9	3	10	Fill (Lean Clay with Sand)
PB-10	3	5	Silty Clay with Sand
PB-11	3	10	Lean Clay with Sand
PB-12	6	24	Fill (Sand with Clay)
PB-101	11	10	Sand with Gravel, Clayey Sand
PB-102	5 ½	8 concrete	Sand with Silt and Gravel
PB-103	6	8 concrete	Silt with Clay
PB-104	6	8	Sand

3.3 Strength Characteristics

The penetration resistance N-values of the materials encountered were recorded during drilling and are indicated as blows per foot (BPF). Those values provide an indication of soil strength characteristics and are located on the boring log sheets. Also, visual-manual classification techniques and apparent moisture contents were also utilized to make an engineering judgment of the consistency of the materials.

Table 2 presents a summary of the penetration resistances in the soils for the borings completed and remarks regarding the material strengths of the soils.

Table 2: Penetration Resistances

Soil Type	Classification	Penetration Resistances	Remarks
Fill	Varies	2 to 21 BPF	Variable compaction
Glacial Till (non-cohesive)	SP, SM, SP-SM	5 to 36 BPF Average 16 BPF	Loose to dense Generally medium dense
Glacial Till (cohesive)	CL, SP-SC, SC	2 to 57 BPF Average 14 BPF	Very soft to very hard Generally firm

The preceding is a generalized description of soil conditions at this site. Variations from the generalized profile exist and should be assessed from the boring logs, the normal geologic character of the deposits, and the soils uncovered during site excavation.

3.4 Groundwater Conditions

WSB took groundwater level readings in the exploratory borings, reviewed the data obtained, and discussed its interpretation of the data in the text of the report. Note that groundwater levels may fluctuate due to seasonal variations (e.g. precipitation, snowmelt and rainfall) and/or other factors not evident at the time of measurement. The bore holes were only left open a short period of time, and groundwater levels may not have stabilized.

Table 3 below is a summary of the estimated water levels at our borings.

Table 3: Groundwater Measurements

Boring No.	Estimated Depth to Groundwater	Estimated Depth of Gray Colored Soils
PB-1	ne	ne
PB-2	ne	ne
PB-3	ne	ne
PB-4	ne	ne
PB-5	ne	ne
PB-6	19	ne
PB-7	23	ne
PB-8	ne	ne
PB-9	10	ne
PB-10	19	ne
PB-11	15	ne
PB-12	23	ne
PB-101	ne	ne
PB-102	ne	ne
PB-103	10	ne
PB-104	6	4

ne – indicates ground water was not encountered.

As noted on the boring logs, groundwater was encountered in several borings at depths ranging from 6 to 23 feet below grade. Boring PB-104 also noted gray colored soils. Gray colored soils can be an indication of long term saturation conditions and could show potential groundwater elevations. The shallow groundwater could present an issue to excavations and installation of underground utilities.

It should be noted that groundwater readings are difficult to obtain in cohesive soils such as the clayey soils indicated in several of the boring logs. These soils have a low permeability and take a long period of time to obtain groundwater readings in. If more accurate subsurface water levels are needed, we recommend piezometers be installed to determine the groundwater level over several months.

Monitoring of the groundwater table elevation could occur up to the time of construction. This work was outside our scope of services.

4. ENGINEERING ANALYSIS AND RECOMMENDATIONS

4.1 Discussion

Fills

The fills encountered during the drilling process were likely placed during initial roadway construction or for installation of underground utilities. The fills noted in our borings were free of organic and debris. In our opinion, these fills are suitable to remain in place below the pavement section or for use as backfills in utility trench areas.

Glacial Deposits

Based on the results of our borings, the glacially deposited soils generally appear capable of supporting the roadways and underground utilities.

General

Silt soils are generally poorly suited as pavement subgrade soils due to their high frost susceptibility, difficulty to compact, and sensitivity to moisture changes. Where wet clays or silts are encountered in the subgrade or below the utility invert, a partial excavation and replacement with an engineered fill is recommended.

It is our opinion that groundwater could be encountered by excavations at this site and could affect construction of utilities.

Generally, the soils in the upper 4 feet of the subgrade influence pavement performance the most. The soils within the pavement subgrade varied from sands to silts to clays. Clays and silts are frost susceptible soils. Consideration should be given to partially subcutting these soils and replacing with a non-frost susceptible granular fill to reduce the potential frost heave below the pavement section.

4.2 Backfill and Fill Selection and Compaction

The on-site non-organic soils may be reused as backfill and fill provided they are moisture conditioned and can be compacted to their specified densities. Wet soils that are excavated would need to be dried before reuse as an engineered fill. We recommend use of a minimum of 2 feet of clean coarse sand with less than 50 percent passing the #40 sieve and less than 5 percent passing the #200 sieve when backfilling the bottom of a wet excavation.

Silt soils are generally difficult to place and compact, and are poorly suited for reuse below the pavement areas. Ideally these soils would be removed and replaced with clay or granular fills. If the silt soils are reused as fill, the contractor can expect that they will require moisture conditioning and should not allow construction traffic directly upon silt soils. Silts should be placed a minimum of 3 feet below the bottom of the aggregate base layer.

Backfills with cobbles larger than six inches (6") should not be placed within 3 feet of grading grade or in contact with utilities. We recommend that clayey or silty soils be moisture conditioned to within +/-2 percent of the optimum moisture content as determined from their standard Proctor tests (ASTM D-698). Fill should be spread in lifts of 8 to 12 inches, depending on the size and type of compaction equipment used.

Table 4 provides the recommended compaction levels.

Table 4: Recommended Level of Compaction for Backfill and Fill

Area	Percent of Standard Proctor Maximum Dry Density
Pavement: Within 3 feet of bottom of aggregate base Within 3 foot radius of vertical utility structure	100
Pavement: Greater than 3 feet below aggregate base	95
Utility Trench	95
Landscaping (non-structural)	90

4.3 Pavement Subgrade Preparation and Stability

If any organics or unsuitable soils are encountered within the pavement subgrade they should be subcut and replaced with an engineered fill.

The soils at the bottom of the excavation should be prepared in accordance with MnDOT Specification 2112, Subgrade Preparation. If the subgrade preparation operations encounter unstable soils, we recommend removing these unsuitable materials and replacing them with Select Grading Material (MnDOT 2015.1.A.6). If the on-site soils cannot be moisture conditioned and compacted as recommended, additional measures, such as placement of additional sand subbase or a section of coarse breaker run aggregate, can be completed to provide a firm base for subsequent fill placement.

Before placement of the sand subbase, the final subgrade should have proper stability within three vertical feet of grading grade (grade which contacts the bottom of the aggregate base). This will generally be achieved in fill areas with proper compaction of embankment materials and in cut areas through proper subgrade preparation. The stability of the pavement subgrade should be evaluated prior to placement of the sand subbase using the test roll procedure (MnDOT 2111), except a fully loaded tandem axle dump truck or a full water truck should be utilized for the proof roll. If unstable soils are found under the test roll, these soils should be improved by means of scarification, moisture conditioning, and re-compaction, or by subcutting and replacement.

4.4 Pavement Area

Once the site has been prepared as recommended, we anticipate the prepared subgrade soils will consist mostly of sands with various amounts of gravel, sands with clay or silt, lean clays with sand, and lean clays.

Based on the MnDOT Flexible Pavement Guide from 2017, the R-values of the subgrade soils would range between 10 and 70. We used a design R-value of 15 for the roadway.

Information available from the Minnesota Department of Transportation via the online Traffic Mapping Application indicates that Annual Average Daily Traffic (AADT) for 7th Avenue East was at 4,300 in 2017. No traffic data was available for the residential roadways near Casey Lake Park. Our design is based on a standard twenty (20) year design life of the pavement section.

Based on the estimated traffic ADT we used the MinniESAL traffic forecast program to calculate the roadway traffic along 7th Avenue to be approximately 586,000 Equivalent Single Axle Loads (ESAL's) for roadway design. This is based on an Urban vehicle classification on a 2-lane road. We estimated that traffic volumes would increase at an average rate of 3%. Our MinniESAL forecasting was based on a 10-ton road design.

As no traffic data was available, we estimated the residential roadways near Casey Lake Park would have 20 year ESAL's of less than 50,000.

Based on MnDOT's FlexPave excel design utilizing granular equivalent charts, we recommend the pavement section indicated below in Table 5 for 7th Avenue North, and in Table 6 for the residential roadways.

**Table 5: 7th Avenue
Recommended Flexible Pavement Section**

Section	Thickness (inches)	Granular Equivalent
Bituminous Course, MnDOT 2360 SPWEB340C	2	4.5
Bituminous Course, MnDOT 2360 SPWEB340C	4	9
Aggregate Base, MnDOT 3138 (Class 5, 5Q, or 6)	12	12
Subgrade Preparation, MnDOT 2122	Yes	-
TOTAL	-	25.5

**Table 6: Residential Roadways (near Casey Lake Park)
Recommended Flexible Pavement Section**

Section	Thickness (inches)	Granular Equivalent
Bituminous Course, MnDOT 2360 SPWEB340C	2	4.5
Bituminous Course, MnDOT 2360 SPWEB340C	2	4.5
Aggregate Base, MnDOT 3138 (Class 5, 5Q, or 6)	8	8
Subgrade Preparation, MnDOT 2122	Yes	-
TOTAL	-	17

We recommend limiting Recycled Asphalt Pavement (RAP) within the upper wear course to a maximum of 10 percent in order to minimize cracking. We have assumed a traffic level of 3 in our design to provide resistance to rutting.

Aggregate base placement for pavement support should meet the gradation and quality requirements for Class 5, 5Q, or 6 per MnDOT specification 3138. Aggregate base material should be compacted to 100 percent of its standard Proctor maximum dry density.

Within several years after initial paving, some thermal shrinkage cracks will develop. We recommend routine maintenance be performed to improve pavement performance and increase pavement life. Pavement should be sealed with a liquid bitumen sealer to retard water intrusion into the base course and subgrade. Localized patch failures may also develop where trucks or buses turn on the pavement. When these occur, they should be cut out and patch repaired.

The pavement sections above provide options to meet the ESAL requirements. Other pavement design options would be acceptable as well as long as they meet the minimum requirements for bituminous thickness, aggregate base thickness, and can meet the ESAL requirements.

4.5 Optional Frost Free Pavement Design

Optionally, the use of a non-frost susceptible sand cushion will help reduce the effects of frost heave. In our opinion, placement of 12 inches of select granular fill below the Class 5 Aggregate Base should generally provide for a non-frost susceptible subgrade. It should be noted that any sand cushion placed below the pavement section will provide positive benefits for reduced potential frost heave. The owner and/or design team should evaluate the costs and benefit of this option to determine if it should be incorporated into the pavement design.

Drainage of the sand cushion is recommended. Drainage of the sand cushion may be accomplished by daylighting to adjacent ditches or the use of drain tile. Drain tile wrapped in a sock should be placed at the base of the sand cushion and tied into catch basins. We recommend the sand cushion contain a select granular sand with less than 12% passing the #200 sieve. Alternately, a 3 inch minus rock fill could be placed instead of a select granular sand and drain tile.

For transitioning the thickness of the sand subbase along the profile of the roadway, we recommend the thickness have a longitudinal taper of no steeper than 10H:1V. A taper of 4H:1V can be used perpendicular to the centerline for cross street/driveway connections. The placement of the sand subbase should extend slightly beyond the outer edge of the curbs to maintain subgrade uniformity for frost movement.

4.6 Utilities

Invert elevations for the underground utilities are anticipated to be within 15 feet of existing grades. Based on the borings, the subgrade soils for the utilities will consist chiefly of sands, sands with silt or clay, and lean clays. Where wet clays are noted below the utility invert we recommend a subcut of 2 feet and placement of a granular fill.

MnDOT Specification 3149.2F Granular Bedding should be placed to at least the crown of the pipe. Trench backfill above this point may consist of the non-organic excavated soils once moisture conditioned as recommended.

Underground utilities are expected to be installed by backhoes completing the excavations and placing fills. Soil compactors should be used to compact the fill in even lifts to the specified densities.

4.7 Dewatering

Groundwater and wet/saturated soils were encountered in several of the borings at shallow depths. Groundwater could enter the excavations planned at these sites. Dewatering can likely be accomplished with sumps and pumps placed at low points in the utility trenches. In sandy soils, sand point wells may be required to dewater before excavations begin.

4.8 Construction Considerations

Good surface drainage should be maintained throughout the work so that the site is not vulnerable to ponding during or after a rainfall. If water enters the excavations, it should be promptly removed prior to further construction activities. Under no circumstances should fill be placed into standing water.

Soil corrections at this site for pavement subgrades may not be continuous. We recommend tapering the fills back to native soils at a ten to one (10:1) slope.

It is important to review the fill limits and total depths when filling the excavation. The location of the curb and gutter should allow for at least a one to one (1:1) slope from the bottom of the outside edge of the curb to the outside limits of the engineered fill. It is important to check this at the time of construction that during filling, unsuitable soils do not encroach within the one to one (1:1) slope limits and extending downward and outward.

4.9 Construction Safety

All excavations should comply with the requirements of OSHA 29 CFR, Part 1926, Subpart P "Excavations and Trenches". This document states that excavation safety is the responsibility of the contractor. Reference to this OSHA requirement should be included in the job specifications.

The responsibility to provide safe working conditions on this site, for earthwork, building construction, or any associated operations is solely that of the contractor. This responsibility is not borne in any manner by WSB.

4.10 Cold Weather Construction

It is our understanding that construction is unlikely to occur during the winter months. However, if the construction does continue into the winter months we recommend the following guidelines.

Roadbed embankments should not be constructed during periods when the embankment material freezes while being placed and compacted, nor should embankment material be placed on soil that is frozen to a depth greater than 4 inches. When the soils are frozen to a depth exceeding 4 inches, at a time when weather conditions are such that embankment construction could be continued without the material freezing as it is being placed and compacted, the contractor may be permitted to excavate the frozen soil and proceed with the embankment construction for so long as the weather will permit. The frozen soils should be pulverized or replaced with other suitable soils to construct the embankments as specified. Only unfrozen fill should be used.

4.11 Field Observation and Testing

The soil conditions illustrated on the Logs of Test Borings in **Appendix A** are indicative of the conditions only at the boring locations.

WSB recommend a representative number of field density tests be taken in engineered fill and backfill placed to aid in judging its suitability. Fill placement and compaction should be monitored and tested to determine that the resulting fill and backfill conforms to specified density, strength or compressibility requirements. We recommend at least one compaction test for every 1,000 cubic yards of fill, and one compaction test for every 150 feet of utility trench at a vertical interval of two (2) feet. Prior to use, proposed fill and backfill material should be submitted to the WSB laboratory for testing to verify compliance with recommendations and project specifications.

Dynamic Cone Penetrometer (DCP) tests can be completed in the aggregate base in lieu of density testing. We recommend following MnDOT Specification 2211.3.D.2.c.

WSB would be pleased to provide the advised field observation, monitoring and testing services during construction.

4.12 Plan Review and Remarks

The observations, recommendations and conclusions described in this report are based primarily on information provided to WSB, obtained from our subsurface exploration, our experience, several assumptions and the scopes of service developed for this project and are for the sole use of our client. We recommend that WSB be retained to perform a review of final design drawing and specifications to evaluate that the geotechnical engineering report has not been misinterpreted. Should there be changes in the design related to this project or if there are uncertainties in the report we should be notified. We would be pleased to review project changes and modify the recommendations in this report or provide clarification in writing.

The entire report should be kept together; for example, boring logs should not be removed and placed in the specifications separately.

The boring logs and related information included in this report are indicators of the subsurface conditions only at the specific locations indicated on the Soil Boring Exhibit and times noted on the Logs of Test Boring sheets in **Appendix A**. The subsurface conditions, including groundwater levels, at other locations on the site may differ significantly from conditions that existed at the time of sampling and at the boring locations.

The test borings were completed by WSB solely to obtain indications of subsurface conditions as part of a geotechnical exploration program. No services were performed to evaluate subsurface environmental conditions.

WSB has not performed observations, investigations, explorations, studies or testing that are not specifically listed in the scope of service. WSB should not be liable for failing to discover any condition whose discovery required the performance of services not authorized by the Agreement.

5. STANDARD OF CARE

The recommendations and opinions contained in this report are based on our professional judgment. The soil testing and geotechnical engineering services performed for this project have been performed with the level of skill and diligence ordinarily exercised by reputable members of the same profession under similar circumstances, at the same time and in the same or a similar locale. No warranty, either expressed or implied, is made.

APPENDIX A

Soil Borings Exhibit
Logs of Test Borings
Symbols and Terminology on Test Boring Log
Notice to Report Users Boring Log Information
Unified Soil Classification Sheet (USCS)



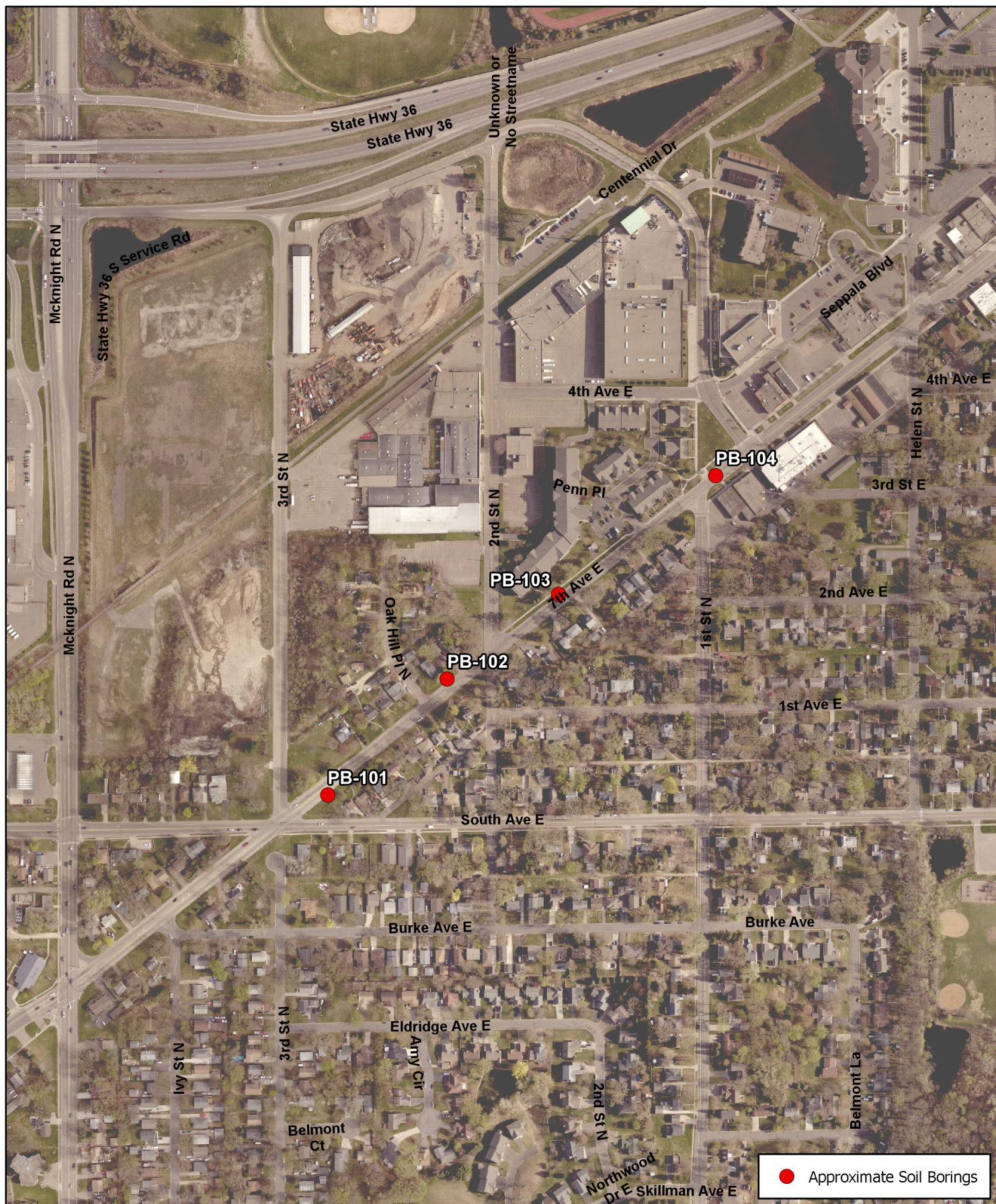
Soil Boring Exhibit - A

2020 Street Improvement
North St. Paul, MN
WSB Project #014391-000



0 350
Feet
1 inch = 350 feet





Soil Boring Exhibit - B

2020 Street Improvement
North St. Paul, MN
WSB Project #014391-000



0 400
Feet
1 inch = 400 feet



LOG OF TEST BORING



PROJECT NAME: 2020 Street Improvement
CLIENT/WSB #: 014391-000

PROJECT LOCATION: North St Paul, MN

BORING NUMBER PB-1

PAGE 1 OF 1

DEPTH (ft)	DESCRIPTION OF MATERIAL	USCS	GEOLOGIC ORIGIN	WL	Drilling Operation	SAMPLE		N	MC %	% Fines	N-Value Plot		
						TYPE	No.				0	14	28
1	6 1/2" BITUMINOUS 24" BASE: Sand with Gravel, brown		Pavement Section			HSA	1						
2													
3	SAND WITH GRAVEL, fine grained, brown, moist, loose to medium dense	SP	Glacial Till			SB	2	9					
4						HSA							
5						SB	3	19					
6						HSA							
7	- lenses of Clayey Sand from 7-9 feet								8				
8						SB	4	23					
9						HSA							
10						SB	5	24					
11						HSA							
12						SB	6	22					
13						HSA							
14						SB	7	18					
15													
16						HSA							
17													
18	SAND WITH GRAVEL, fine to medium grained, brown, moist to wet, medium dense	SP											
19													
20						SB	8	24					
21													
22	SAND, fine grained, brown, wet, medium dense	SP				HSA							
23													
24						SB	9	18					

End of Boring 24.5 ft.

WATER LEVEL MEASUREMENTS

START: 7/15/2019

END: 7/15/2019

DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	WATER DEPTH	WATER ELEVATION	METHOD	Crew Chief:	Logged By:
7/15/2019	2:00 pm	24.5	23	14	None		3 1/4" HSA 0' - 23'	R. Kurth	MWO
								Notes:	

LOG OF TEST BORING



PROJECT NAME: 2020 Street Improvement
CLIENT/WSB #: 014391-000

PROJECT LOCATION: North St Paul, MN

BORING NUMBER PB-2

PAGE 1 OF 1

DEPTH (ft)	DESCRIPTION OF MATERIAL	USCS	GEOLOGIC ORIGIN	WL	Drilling Operation	SAMPLE		N	MC %	% Fines	N-Value Plot		
						TYPE	No.				0	30.5	61
1	6 1/2" BITUMINOUS 24" BASE: Sand with Gravel, dark brown		Pavement Section			HSA	1						
2													
3	SAND WITH GRAVEL, fine grained, brown, moist, loose	SP	Glacial Till			SB	2	10					
4						HSA							
5						SB	3	9					
6						HSA							
7						SB	4	7					
8						HSA							
9						SB	5	5					
10						HSA							
11						SB	6	8					
12						HSA							
13						SB	7	22					
14						HSA							
15						SB	8	27					
16	- Gravel and Cobbles					HSA							
17						SB	9	57					
18	SAND WITH CLAY AND WITH GRAVEL, fine grained, brown, moist, hard to very hard	SP-SC				HSA							
19						SB	8	27					
20						HSA							
21						SB	9	57					
22						HSA							
23						SB	9	57					
24						HSA							

End of Boring 24.5 ft.

WATER LEVEL MEASUREMENTS

START: 7/15/2019

END: 7/15/2019

DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	WATER DEPTH	WATER ELEVATION	METHOD	Crew Chief:	Logged By:
7/15/2019	2:50 pm	24.5	23	11	None		3 1/4" HSA 0' - 23'	R. Kurth	MWO
								Notes:	

LOG OF TEST BORING



PROJECT NAME: 2020 Street Improvement
CLIENT/WSB #: 014391-000

PROJECT LOCATION: North St Paul, MN

BORING NUMBER PB-3

PAGE 1 OF 1

DEPTH (ft)	DESCRIPTION OF MATERIAL	USCS	GEOLOGIC ORIGIN	WL	Drilling Operation	SAMPLE		N	MC %	% Fines	N-Value Plot			
						TYPE	No.				0	15.5	31	
	2 1/2" BITUMINOUS 6" BASE: Sand with Gravel, dark brown		Pavement Section											
1	SAND WITH GRAVEL, fine grained, brown, moist, loose to medium dense	SP	Glacial Till			HSA	1							
2	- lenses of Clay from 2 to 3 ft							SB	2	8				
3														
4						HSA								
5														
6						SB	3	14						
7														
8						HSA								
9														
10						SB	4	14						
11														
12						HSA								
13														
14						SB	5	12						
15														
16						HSA								
17														
18						SB	6	16						
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22						SB	7	16						
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End of Boring 24.5 ft.

WATER LEVEL MEASUREMENTS							START: 7/15/2019		END: 7/15/2019	
DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	WATER DEPTH	WATER ELEVATION	METHOD	Crew Chief:		Logged By:
7/15/2019	3:50 pm	24.5	23	12	None			R. Kurth		MWO
								Notes:		

LOG OF TEST BORING



PROJECT NAME: 2020 Street Improvement
CLIENT/WSB #: 014391-000

PROJECT LOCATION: North St Paul, MN

BORING NUMBER PB-4

PAGE 1 OF 1

DEPTH (ft)	DESCRIPTION OF MATERIAL	USCS	GEOLOGIC ORIGIN	WL	Drilling Operation	SAMPLE		N	MC %	% Fines	N-Value Plot																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
						TYPE	No.				0	14	28																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
1	4" BITUMINOUS 6" BASE: Sand with Gravel, dark brown		Pavement Section			HSA	1																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													</

WATER LEVEL MEASUREMENTS							START: 7/16/2019		END: 7/16/2019	
DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	WATER DEPTH	WATER ELEVATION	METHOD	Crew Chief:		Logged By:
7/16/2019	10:20 am	24.5	23	15	None			R. Kurth		MWO
								Notes:		

LOG OF TEST BORING



PROJECT NAME: 2020 Street Improvement
CLIENT/WSB #: 014391-000

PROJECT LOCATION: North St Paul, MN

BORING NUMBER PB-5

PAGE 1 OF 1

DEPTH (ft)	DESCRIPTION OF MATERIAL	USCS	GEOLOGIC ORIGIN	WL	Drilling Operation	SAMPLE		N	MC %	% Fines	N-Value Plot				
						TYPE	No.				0	20	40		
1	3 1/2" BITUMINOUS 9" BASE: Sand with Gravel and with Silt, dark brown		Pavement Section			HSA	1								
2	SAND, fine grained, brown, moist, medium dense, lenses of Clay	SP	Glacial Till			SB	2	19							
3						HSA									
4	LEAN CLAY, brown, moist, firm to soft	CL				SB	3	13							
5						HSA			26						
6						SB	4	5							
7						HSA									
8	CLAYEY SAND, brown, wet, firm	SC				SB	5	10							
9						HSA									
10						SB	6	12							
11						HSA									
12						SB	7	36							
13						HSA									
14						SB	8	19							
15	SAND WITH GRAVEL, fine to medium grained, brown, moist, dense	SP				HSA			15						
16	LEAN CLAY WITH SAND, brown, moist, hard	CL				SB	9	28							
17						HSA									
18						SB									
19						HSA									
20						SB									
21						HSA									
22	SILTY SAND WITH A LITTLE GRAVEL, brown, moist, medium dense	SM				SB									
23						HSA									
24						SB									

End of Boring 24.5 ft.

WATER LEVEL MEASUREMENTS							START: 7/16/2019		END: 7/16/2019	
DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	WATER DEPTH	WATER ELEVATION	METHOD	Crew Chief:		Logged By:
7/16/2019	11:15 am	24.5	23	18	None			R. Kurth		MWO
								Notes:		

LOG OF TEST BORING



PROJECT NAME: 2020 Street Improvement
CLIENT/WSB #: 014391-000

PROJECT LOCATION: North St Paul, MN

BORING NUMBER PB-6

PAGE 1 OF 1

DEPTH (ft)	DESCRIPTION OF MATERIAL	USCS	GEOLOGIC ORIGIN	WL	Drilling Operation	SAMPLE		N	MC %	% Fines	N-Value Plot		
						TYPE	No.				0	12	24
1	10 1/2" BITUMINOUS 24" BASE: Clayey Sand, brown		Pavement Section			HSA	1						
2													
3	SAND WITH CLAY AND A LITTLE GRAVEL, brown, moist, soft	SP-SC	Glacial Till			SB	2	6					
4						HSA							
5						SB	3	5					
6						HSA							
7									11				
8	SANDY CLAY, brown, wet, hard	CL				SB	4	20					
9						HSA							
10	SAND, fine grained, brown, moist, medium dense	SP				SB	5	14					
11						HSA							
12													
13						SB	6	14					
14						HSA							
15	SAND WITH GRAVEL, fine to medium grained, brown, wet, medium dense	SP				SB	7	20					
16													
17													
18	SILTY SAND, fine grained, brown, wet to water bearing, medium dense	SM				HSA							
19													
20						SB	8	13					
21													
22						HSA							
23	SILTY CLAY, brown, saturated, hard	CL											
24						SB	9	18	21				

End of Boring 24.5 ft.

WATER LEVEL MEASUREMENTS

START: 7/16/2019

END: 7/16/2019

DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	WATER DEPTH	WATER ELEVATION	METHOD	Crew Chief:	Logged By:
7/16/2019	12:55 pm	24.5	23	12	19.0		3 1/4" HSA 0' - 23'	R. Kurth	MWO
								Notes:	

LOG OF TEST BORING



PROJECT NAME: 2020 Street Improvement
CLIENT/WSB #: 014391-000

PROJECT LOCATION: North St Paul, MN

BORING NUMBER PB-7

PAGE 1 OF 1

DEPTH (ft)	DESCRIPTION OF MATERIAL	USCS	GEOLOGIC ORIGIN	WL	Drilling Operation	SAMPLE		N	MC %	% Fines	N-Value Plot		
						TYPE	No.				0	11	22
1	7" BITUMINOUS 24" BASE: Sand with Gravel, brown		Pavement Section			HSA	1						
2													
3						SB	2	11					
4	SAND WITH GRAVEL, fine grained, brown, moist, medium dense to loose	SP	Glacial Till			HSA							
5													
6						SB	3	8					
7						HSA							
8	SAND WITH GRAVEL, fine grained, brown, moist, medium dense	SP				SB	4	13					
9						HSA							
10	SAND, fine grained, brown, moist, medium dense	SP				SB	5	18					
11						HSA							
12													
13						SB	6	13					
14						HSA							
15	SAND WITH CLAY AND A LITTLE GRAVEL, brown, moist to wet to water bearing, medium dense to loose	SP-SC				SB	7	14					
16													
17						HSA							
18													
19													
20						SB	8	14					
21													
22						HSA							
23													
24						SB	9	8	20				

End of Boring 24.5 ft.

WATER LEVEL MEASUREMENTS

START: 7/16/2019

END: 7/16/2019

DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	WATER DEPTH	WATER ELEVATION	METHOD	Crew Chief:	Logged By:
7/16/2019	12:10 pm	24.5	23	18	23.0		3 1/4" HSA 0' - 23'	R. Kurth	MWO
								Notes:	

LOG OF TEST BORING



PROJECT NAME: 2020 Street Improvement
CLIENT/WSB #: 014391-000

PROJECT LOCATION: North St Paul, MN

BORING NUMBER PB-8

PAGE 1 OF 1

DEPTH (ft)	DESCRIPTION OF MATERIAL	USCS	GEOLOGIC ORIGIN	WL	Drilling Operation	SAMPLE		N	MC %	% Fines	N-Value Plot
						TYPE	No.				
1	3" BITUMINOUS 5 1/2" BASE: Sand with Clay and Gravel, dark brown FILL, Lean Clay with Sand and Silty Sand, brown and dark brown		Pavement Section Fill			HSA	1				
2						SB	2	4			
3						HSA			14		
4						SB	3	2			
5						HSA					
6						SB	4	15			
7						HSA					
8	SILTY SAND WITH CLAY, fine grained, brown, moist, medium dense	SM	Glacial Till			SB	5	22			
9						HSA					
10						SB	6	16			
11						HSA					
12						SB	7	17			
13						HSA					
14						SB	8	16			
15						HSA					
16						SB	9	12	11		
17						HSA					
18	SANDY LEAN CLAY, brown, moist, firm	CL				SB					
19						HSA					

End of Boring 24.5 ft.

WATER LEVEL MEASUREMENTS							START: 7/16/2019		END: 7/16/2019	
DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	WATER DEPTH	WATER ELEVATION	METHOD	Crew Chief:		Logged By:
								R. Kurth		MWO
7/16/2019	1:00 pm	24.5	23	17	None		3 1/4" HSA 0' - 23'	Notes: Page 123 of 248		

LOG OF TEST BORING



PROJECT NAME: 2020 Street Improvement
CLIENT/WSB #: 014391-000

PROJECT LOCATION: North St Paul, MN

BORING NUMBER PB-9

PAGE 1 OF 1

DEPTH (ft)	DESCRIPTION OF MATERIAL	USCS	GEOLOGIC ORIGIN	WL	Drilling Operation	SAMPLE		N	MC %	% Fines	N-Value Plot		
						TYPE	No.				0	14	28
1	3" BITUMINOUS 10" BASE: Sand with Clay and Gravel, dark brown		Pavement Section			HSA	1						
2	FILL, Lean Clay with Sand, brown with gray and dark brown, wet		Fill			SB	2	9		11			
3						HSA							
4						SB	3	19					
5	SAND WITH SILT AND GRAVEL, fine grained, brown, wet, medium dense	SP-SM	Glacial Till			HSA				12			
6						SB	4	23					
7	LEAN CLAY WITH SAND, brown, moist, firm	CL				HSA							
8						SB	5	24					
9						HSA							
10	SAND WITH CLAY, brown, wet, medium dense	SP-SC				SB	6	22					
11						HSA							
12						SB	7	18					
13						HSA							
14						SB	8	24					
15						HSA							
16						SB	9	18					
17						HSA							
18	SAND, fine grained, brown, water bearing, loose	SP				SB							
19						HSA							
20						SB							
21						HSA							
22						SB							
23						HSA							
24						SB							

End of Boring 24.5 ft.

WATER LEVEL MEASUREMENTS

START: 7/16/2019

END: 7/16/2019

DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	WATER DEPTH	WATER ELEVATION	METHOD	Crew Chief:	Logged By:
7/16/2019	10:00 am	24.5	23	13	10.0		3 1/4" HSA 0' - 23'	R. Kurth	MWO
								Notes:	

LOG OF TEST BORING



PROJECT NAME: 2020 Street Improvement
CLIENT/WSB #: 014391-000

PROJECT LOCATION: North St Paul, MN

BORING NUMBER PB-10

PAGE 1 OF 1

DEPTH (ft)	DESCRIPTION OF MATERIAL	USCS	GEOLOGIC ORIGIN	WL	Drilling Operation	SAMPLE		N	MC %	% Fines	N-Value Plot							
						TYPE	No.				0	8	16					
1	3" BITUMINOUS 5" BASE: Sand with Gravel, dark brown	CL	Pavement Section Glacial Till			HSA	1											
2	SILTY CLAY WITH SAND, gray to brown, moist, very soft to soft									SB	2	4						
3										HSA								
4										SB	3	7						
5	SILTY SAND, brown, moist, medium dense	SM				HSA												
6										SB	4	9						
7										HSA								
8										SB	5	11						
9	CLAYEY SAND WITH GRAVEL, reddish brown, wet, loose to medium dense	SC				HSA			14									
10										SB	6	8						
11										HSA								
12										SB	7	12						
13	CLAYEY SAND, medium to coarse grained, brown, saturated, medium dense	SC				HSA			13									
14										SB	8	11						
15										HSA								
16										SB	9	12						
17	CLAYEY SAND, medium to coarse grained, brown, saturated, medium dense					HSA												
18										SB								
19										HSA								
20										SB								
21	CLAYEY SAND, medium to coarse grained, brown, saturated, medium dense					HSA												
22										SB								
23										HSA								
24										SB								

End of Boring 24.5 ft.

WATER LEVEL MEASUREMENTS

START: 7/16/2019

END: 7/16/2019

DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	WATER DEPTH	WATER ELEVATION	METHOD	Crew Chief:	Logged By:
7/16/2019	1:50 pm	24.5	23	13	19.0		3 1/4" HSA 0' - 23'	R. Kurth	MWO
								Notes:	

LOG OF TEST BORING



PROJECT NAME: 2020 Street Improvement
CLIENT/WSB #: 014391-000

PROJECT LOCATION: North St Paul, MN

BORING NUMBER PB-11

PAGE 1 OF 1

DEPTH (ft)	DESCRIPTION OF MATERIAL	USCS	GEOLOGIC ORIGIN	WL	Drilling Operation	SAMPLE		N	MC %	% Fines	N-Value Plot
						TYPE	No.				
1	3" BITUMINOUS 10" BASE: Sand with Gravel, dark brown		Pavement Section			HSA	1				
2	LEAN CLAY WITH SAND, brown, moist, firm	CL	Glacial Till			SB	2	13	14		
3						HSA					
4						SB	3	12			
5	SAND WITH CLAY, fine grained, brown, moist, medium dense	SC				HSA					
6						SB	4	18			
7						HSA			12		
8						SB	5	12			
9						HSA					
10						SB	6	14			
11	SAND, fine grained, brown, wet to water bearing, medium dense	SP				HSA					
12						SB	7	14			
13						HSA					
14						SB	8	11			
15						HSA					
16						SB	9	8			
17						HSA					
18						SB					
19						HSA					
20						SB					
21						HSA					
22						SB					
23						HSA					
24						SB					

End of Boring 24.5 ft.

WATER LEVEL MEASUREMENTS

START: 7/17/2019

END: 7/17/2019

DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	WATER DEPTH	WATER ELEVATION	METHOD	Crew Chief:	Logged By:
7/17/2019	10:20 am	24.5	23	10	15.0		3 1/4" HSA 0' - 23'	R. Kurth	MWO

LOG OF TEST BORING



PROJECT NAME: 2020 Street Improvement
CLIENT/WSB #: 014391-000

PROJECT LOCATION: North St Paul, MN

BORING NUMBER PB-12

PAGE 1 OF 1

DEPTH (ft)	DESCRIPTION OF MATERIAL	USCS	GEOLOGIC ORIGIN	WL	Drilling Operation	SAMPLE		N	MC %	% Fines	N-Value Plot		
						TYPE	No.				0	12.5	25
1	6" BITUMINOUS 24" BASE: Sand with Gravel, dark brown		Pavement Section			HSA	1						
2													
3	FILL, Sand with Clay and Gravel, dark brown, moist		Fill			SB	2	13					
4						HSA							
5						SB	3	21					
6	SAND WITH CLAY, brown, moist, very soft to soft	SC	Glacial Till			HSA			10				
7						SB	4	4					
8						HSA							
9						SB	5	7					
10						HSA			6				
11						SB	6	9					
12	SAND, fine grained, brown, moist, loose to medium dense	SP				HSA							
13						SB	7	13					
14						HSA							
15						SB	8	16					
16						HSA							
17						SB	9	9					
18	SAND WITH GRAVEL, fine to medium grained, brown, moist to wet to water bearing, medium dense to loose	SP				HSA							
19						SB							
20						HSA							
21						SB							
22						HSA							
23						SB							
24						HSA							

End of Boring 24.5 ft.

WATER LEVEL MEASUREMENTS

START: 7/17/2019

END: 7/17/2019

DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	WATER DEPTH	WATER ELEVATION	METHOD	Crew Chief:	Logged By:
7/17/2019	10:30 am	24.5	23	16	23.0		3 1/4" HSA 0' - 23'	R. Kurth	MWO
								Notes:	

LOG OF TEST BORING



PROJECT NAME: 2020 Street Improvement
CLIENT/WSB #: 014391-000

PROJECT LOCATION: North St Paul, MN

BORING NUMBER PB-101

PAGE 1 OF 1

DEPTH (ft)	DESCRIPTION OF MATERIAL	USCS	GEOLOGIC ORIGIN	WL	Drilling Operation	SAMPLE		N	MC %	% Fines	N-Value Plot		
						TYPE	No.				0	13	26
1	11" BITUMINOUS 10" BASE: Sand with Gravel, dark brown		Pavement Section			HSA	1						
2	SAND WITH GRAVEL, fine grained, brown, moist, loose	SP	Glacial Till			SB	2	10					
3													
4	CLAYEY SAND, brown, wet, loose	SC				HSA			10				
5						SB	3	10					
6													
7	LEAN CLAY WITH SAND, brown, wet, hard	CL				HSA			12				
8						SB	4	20					
9						HSA							
10	SAND WITH A LITTLE GRAVEL, fine grained, brown, medium dense	SP				SB	5	22					
11	End of Boring 11.0 ft.												

GEOTECHNICAL N-VALUE PLOT - WSB GDT - 8/12/19 08:52 - K:\014391-000\GEOTECH-CMT\GEOTECH\2020 STREET IMPROVEMENT - NORTH ST. PAUL MN.GPJ

WATER LEVEL MEASUREMENTS							START: 7/15/2019		END: 7/15/2019	
DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	WATER DEPTH	WATER ELEVATION	METHOD	Crew Chief:		Logged By:
								R. Kurth		MWO
7/15/2019	10:15 am	11	9.5	5	None		3 1/4" HSA 0' - 9.5'	Notes: Page 128 of 248		

LOG OF TEST BORING



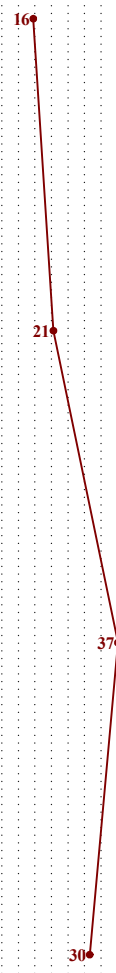
PROJECT NAME: 2020 Street Improvement
CLIENT/WSB #: 014391-000

PROJECT LOCATION: North St Paul, MN

BORING NUMBER PB-102

PAGE 1 OF 1

DEPTH (ft)	DESCRIPTION OF MATERIAL	USCS	GEOLOGIC ORIGIN	WL	Drilling Operation	SAMPLE		N	MC %	% Fines	N-Value Plot																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
						TYPE	No.				0	20.5	41																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
1	5 1/2" BITUMINOUS 8" CONCRETE		Pavement Section			HSA	1																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			



GEOTECHNICAL N-VALUE PLOT - WSB GDT - 8/12/19 08:52 - K:\014391-000\GEOTECH-CMT\GEOTECH\2020 STREET IMPROVEMENT, NORTH ST. PAUL MN.GPJ

WATER LEVEL MEASUREMENTS							START: 7/15/2019		END: 7/15/2019	
DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	WATER DEPTH	WATER ELEVATION	METHOD	Crew Chief:		Logged By:
7/15/2019	11:27 am	11	9.5	7	None			R. Kurth		MWO
								Notes:		

LOG OF TEST BORING



PROJECT NAME: 2020 Street Improvement
CLIENT/WSB #: 014391-000

PROJECT LOCATION: North St Paul, MN

BORING NUMBER PB-103

PAGE 1 OF 1

DEPTH (ft)	DESCRIPTION OF MATERIAL	USCS	GEOLOGIC ORIGIN	WL	Drilling Operation	SAMPLE		N	MC %	% Fines	N-Value Plot		
						TYPE	No.				0	15.5	31
1	6" BITUMINOUS 8" CONCRETE		Pavement Section			HSA	1						
2	SILT WITH CLAY, brown, moist, loose	ML	Glacial Till						13				
3						SB	2	9					
4	SAND, fine grained, brown, moist, medium dense	SP				HSA							
5						SB	3	12					
6													
7	LEAN CLAY WITH SAND, brown, moist, firm	SC				HSA			13				
8						SB	4	11					
9	SAND, fine grained, brown, wet to water bearing, medium dense	SP				HSA							
10						SB	5	27					
11	End of Boring 11.0 ft.												

GEOTECHNICAL N-VALUE PLOT - WSB GDT - 8/12/19 08:52 - K:\014391-000\GEOTECH-CMT\GEOTECH\2020 STREET IMPROVEMENT - NORTH ST. PAUL MN.GPJ

WATER LEVEL MEASUREMENTS							START: 7/15/2019		END: 7/15/2019	
DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	WATER DEPTH	WATER ELEVATION	METHOD	Crew Chief:		Logged By:
7/15/2019	12:03 pm	11	9.5	6	10.0			R. Kurth		MWO
								Notes:		

LOG OF TEST BORING



PROJECT NAME: 2020 Street Improvement
CLIENT/WSB #: 014391-000

PROJECT LOCATION: North St Paul, MN

BORING NUMBER PB-104

PAGE 1 OF 1

DEPTH (ft)	DESCRIPTION OF MATERIAL	USCS	GEOLOGIC ORIGIN	WL	Drilling Operation	SAMPLE		N	MC %	% Fines	N-Value Plot		
						TYPE	No.				0	6	12
1	6" BITUMINOUS 8" BASE: Sand with Gravel and Concrete, dark brown		Pavement Section			HSA	1						
2	SAND, fine grained, brown, moist, loose	SP	Glacial Till			SB	2	8					
3													
4	SILTY CLAY, brown to gray, wet, soft to very soft	CL				HSA			19				
5						SB	3	5					
6													
7						HSA			28				
8						SB	4	2					
9						HSA							
10						SB	5	3					
11	End of Boring 11.0 ft.												

GEOTECHNICAL N-VALUE PLOT - WSB GDT - 8/12/19 08:52 - K:\014391-000\GEOTECH-CMT\GEOTECH\2020 STREET IMPROVEMENT, NORTH ST. PAUL MN.GPJ

WATER LEVEL MEASUREMENTS							START: 7/15/2019		END: 7/15/2019	
DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	WATER DEPTH	WATER ELEVATION	METHOD	Crew Chief:		Logged By:
								R. Kurth		MWO
7/15/2019	12:46 pm	11	9.5	6	6.0		3 1/4" HSA 0' - 9.5'	Notes: Page 131 of 248		

SYMBOLS AND TERMINOLOGY ON TEST BORING LOG



SYMBOLS			
Drilling and Sampling		Laboratory Testing	
<u>Symbol</u>	<u>Description</u>	<u>Symbol</u>	<u>Description</u>
HSA	3 1/4" LD. Hollow Stem Auger	MC	Moisture content, % (ASTM D2216)
FA	Flight Auger	DD	Dry Density, pcf
HA	Hand Auger	LL	Liquid Limit (ASTM D4318)
RC	Size A, B, or N rotary casing	PL	Plastic Limit (ASTM D4318)
CS	Continuous split barrel sampling		
DM	Drilling Mud		- Inserts in last column
JW	Jetting Water		
SB	2" O.D. split barrel sampling	Qu	Unconfined compressive strength, psf (ASTM D2166)
_L	2 1/2" or 3 1/2" OD split barrel liner sampler	Pq	Penetrometer Reading, tsf (ASTM D1558)
_T	2" or 3" thin walled tube sample	Ts	Torvane Reading, ts
W	Wash sample	G	Specific Gravity (ASTM D854)
B	Bag sample	SL	Shrinkage limits (ASTM D427)
P	Test Pit sample	OC	Organic Content (ASTM D2974)
_Q	BQ, NQ, or PQ wire line system	SP	Swell Pressure, tsf (ASTM D4546)
_X	AX, BX, or NX double tube barrel	PS	Percent swell under pressure (ASTM D4546)
N	Standard penetration test, blow per foot	FS	Free swell, % (ASTM D4546)
CR	Core recovery, percent	SS	Shrink swell, % (ASTM D4546)
WL	Water level	pH	
n/a	no measurement recorded	SC	Sulfate content, parts/million or mg/l
		CC	Chloride content, parts/million or mg/l
		C	One dimensional consolidation (ASTM D2435)
		Qc	Triaxial compression (ASTM D2850 and D4767)
		DS	Direct Shear (ASTM D3080)
		K	Coefficient of permeability, cm/sec (ASTM D2434)
		P	Pinhole Test (ASTM D4647)
		DH	Double hydrometer (ASTM D4221)
		MA	Particle size analysis (ASTM D422)
		R	Laboratory electrical resistivity, ohm-cm (ASTM G57)
		VS	Field vane shear (ASTM D2573)
		RQD	Rock quality designation, percent
		IR	Infiltration Test (ASTM D3385)

TERMINOLOGY							
Particle Sizes				Soil Layering and Moisture			
<u>Type</u>	<u>Size Range</u>	<u>Term</u>	<u>Visual Observation</u>				
Boulders	> 12"	Lenses	Small pockets of different soils				
Cobbles	3" - 12"	Lamination	< 1/4" thick stratum				
Coarse gravel	3/4" - 3"	Layer	1/4" - 12" thick stratum				
Fine gravel	#4 sieve - 3/4"	Stratified	Altering lenses of varying materials or colors				
Coarse sand	#4 sieve - #10 sieve	Varved	Altering laminations of clay, silt, fine sand, or colors				
Medium sand	#10 sieve - #40 sieve	Dry	Powdery, no noticeable water				
Fine sand	#40 sieve - #200 sieve	Moist	Damp, below saturation				
Silt	100% passing #200 sieve, and > 0.002mm	Wet	MC above plastic limit				
Clay	100% passing #200 sieve, and < 0.002mm	Waterbearing	Pervious soil below water table				
		Saturated	Cohesive soil with MC above liquid limit				
Gravel Content				Standard Penetration Resistance (N-value)			
Coarse-Grained Soils		Fine-Grained Soils		Cohesionless Soils		Cohesive Soils	
<u>% Gravel</u>	<u>Description</u>	<u>% Gravel</u>	<u>Description</u>	<u>N-Value</u>	<u>Relative Density</u>	<u>N-Value</u>	<u>Consistency</u>
2 - 15	A little gravel	2 - 5	Trace of gravel	0 - 4	Very loose	0 - 4	Very soft
16 - 30	With gravel	5 - 15	a little gravel	5 - 10	Loose	5 - 8	Soft
31 - 49	Gravelly	16 - 30	with gravel	11 - 30	Medium dense	9 - 15	Firm
		31 - 49	Gravelly	31 - 50	Dense	16 - 30	Hard
				>50	Very dense	>30	Very hard

NOTICE TO REPORT USERS BORING LOG INFORMATION



Subsurface Profiles

The subsurface stratification lines on the graphic representation of the test borings show an approximate boundary between soil types or rock. The transition between materials is approximate and is usually far more gradual than shown. Estimating excavation depths, soil volumes, and other computations relying on the subsurface strata may not be possible to any degree of accuracy.

Water Level

WSB & Associates, Inc. took groundwater level readings in the exploratory borings, reviewed the data obtained, and discussed its interpretation of the data in the text of this report. The groundwater level may fluctuate due to seasonal variations caused by precipitation, snowmelt, rainfalls, construction or remediation activities, and/or other factors not evident at the time of measurement.

The actual determination of the subsurface water level is an interpretive process. Subsurface water level may not be accurately depicted by the levels indicated on the boring logs. Normally, a subsurface exploration obtains general information regarding subsurface features for design purposes. An accurate determination of subsurface water levels is not possible with a typical scope of work. The use of the subsurface water level information provided for estimating purposes or other site review can present a moderate to high risk of error.

The following information is obtained in the field and noted under "Water Level Measurements" at the bottom of the log.

Sample Depth:	The lowest depth of soil sampling at the time a water level measurement is taken.
Casing Depth:	The depth to the bottom of the casing or hollow stem auger at the time of water level measurement.
Cave-in Depth:	The depth at which a measuring tape stops in the bore hole.
Water Level:	The point in the bore hole at which free-standing water is encountered by a measure device from the surface.

Obstruction Depths

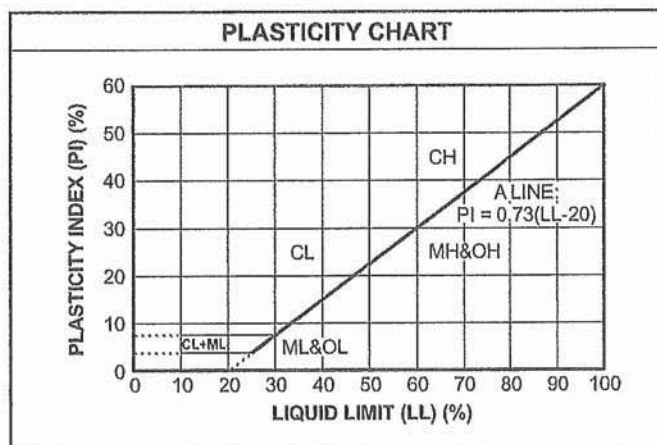
Obstructions and/or obstruction depths may be noted on the boring logs. Obstruction indicates the sampling equipment encountered resistance to penetration. It must be realized that continuation of drilling, the use of other drilling equipment or further exploration may provide information other than that depicted on the logs. The correlation of obstruction depths on the log with construction features such as rock excavation, foundation depths, or buried debris cannot normally be determined with any degree of accuracy. For example, penetration of weathered rock by soil sampling equipment may not correlate with removal by certain types of construction equipment. Using this information for estimating purposes often results in a high degree of misinterpretation.

Accurately identifying the obstruction or estimating depths where hard rock is present over the site requires a scope of service beyond the normal geotechnical exploration program. The risk of using the information noted on the boring logs for estimating purposes must be understood.

UNIFIED SOIL CLASSIFICATION SYSTEM

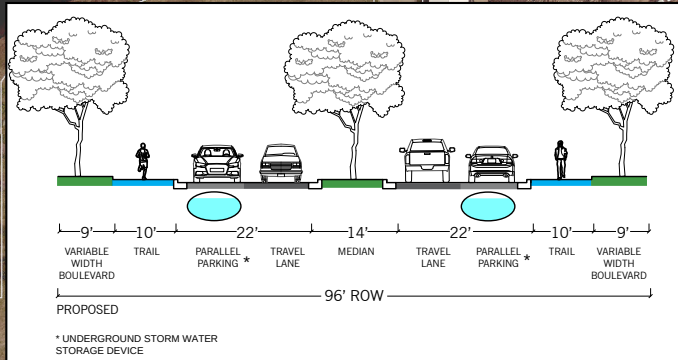
UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART		
COARSE-GRAINED SOILS (more than 50% of material is larger than No. 200 sieve size.)		
GRAVELS More than 50% of coarse fraction larger than No. 4 sieve size	Clean Gravels (Less than 5% fines)	
	GW	Well-graded gravels, gravel-sand mixtures, little or no fines
	GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines
	Gravels with fines (More than 12% fines)	
	GM	Silty gravels, gravel-sand-silt mixtures
	GC	Clayey gravels, gravel-sand-clay mixtures
SANDS 50% or more of coarse fraction smaller than No. 4 sieve size	Clean Sands (Less than 5% fines)	
	SW	Well-graded sands, gravelly sands, little or no fines
	SP	Poorly graded sands, gravelly sands, little or no fines
	Sands with fines (More than 12% fines)	
	SM	Silty sands, sand-silt mixtures
	SC	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS (50% or more of material is smaller than No. 200 sieve size.)		
SILTS AND CLAYS Liquid limit less than 50%	ML	Inorganic silts and very fine sands, rock flour, silty of clayey fine sands or clayey silts with slight plasticity
	CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
	OL	Organic silts and organic silty clays of low plasticity
SILTS AND CLAYS Liquid limit 50% or greater	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
	CH	Inorganic clays of high plasticity, fat clays
	OH	Organic clays of medium to high plasticity, organic silts
HIGHLY ORGANIC SOILS	PT	Peat and other highly organic soils

LABORATORY CLASSIFICATION CRITERIA		
GW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
GP	Not meeting all gradation requirements for GW	
GM	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
GC	Atterberg limits above "A" line with P.I. greater than 7	
SW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$ between 1 and 3	
SP	Not meeting all gradation requirements for GW	
SM	Atterberg limits below "A" line or P.I. less than 4	Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols.
SC	Atterberg limits above "A" line with P.I. greater than 7	
Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:		
Less than 5 percent GW, GP, SW, SP		
More than 12 percent GM, GC, SM, SC		
5 to 12 percent Borderline cases requiring dual symbols		



APPENDIX E

Roundabout Preliminary Design



	Pavement
	Concrete
	Medians
	Parking
	Roundabout Concept Area



Roundabout Concept Design
2020 Street & Utility Improvements Project
North St. Paul, MN



0 200 Feet
1 inch = 250 feet

APPENDIX F

Public Comments
Sign In Sheets

Name	Address	Phone	Email	Receive email updates? (yes/no)
Fue Thao	2067 Mesabi Ave	651-337-9194	thao_ft@hotmail.com	yes
LARRY AMSDEN	2203 BUHL AVE	651 770 3585	LEAHHA2000@msn.com	YES
John Thyne	2724 Chisholm Ave	651-720-5722	jdtmet@gmail.com	yes
Jan Carver	2753 Gerald Ave	651-235-3885	jcarver@comcast.net	yes
Maisue Thao	2067 Mesabi Ave	651 651 321 4684	suwix2@gmail.com	no
JOE LACASSE	2734 CHISHOLM AVE	612-723-9858	joe.kath.1995@msn.com	YES

Name	Address	Phone	Email	Receive email updates? (yes/no)
Brandon Mani	2682 Gerald Ave	6517040886	BRANDONJOHNmani@gmail	☒ Yes

Name	Address	Phone	Email	Receive email updates? (yes/no)
Matt Marchetti	2189 Mesabi Av	651-779-7811	matthm12000@yahoo	Y
Paula Marchetti	2189 Mesabi Ave.	651-779-7811		
MARIO & Angel Gonzalez-Mitchell	2740 Chris Holm No. St. Paul	(651) 500-1236	agmitchell122@gmail	Y
John Schmah	2750 Chris Holm Ave	651 777-4155	schmahlj@aol.com	Y
Joyce Petsch	2751 Chris Holm Ave	651-303-7261	joycepetsch@hotmail.com	Y
Brent Carlson	2745 Chris Holm	651-737-3255	bwc175@hotmail.com	Y
Sue Fletcher	2137 Mesabi	651-770-1271	Schfletcher@gmail.com	Y



2020 Street and Utility Improvement Project



SIGN IN SHEET

Name	Address	Phone	Email	Receive email updates? (yes/no)
Rita During	2736 Chisholm Ave	651-774-8124	rduring@aol.com	Y
Bruce King	" " "	651-587-3489	lumberjack9864@gmail.com	Y
Kathy Kari	2755 Chisholm Ave	651-770-5947		
Jan + Ray Anderson	2754 Chisholm Ave	651-773-3813		N
Gary Winger	2108 Mesabi Ave	651-779-7915	gwwinger@comcast.net	Y
PAT Tjosvold	2790 Gerald Ave.	651-777-7619		
Mike Sheehan	2715 Chisholm Ave	651-775-0609	my50044@hotmail.com	Y
Scott Hansen	2777 GERALD AVE	651-503-3824	STTHORSEN@HOTMAIL.COM	Y
Jaelyn Gray	2176 Mesabi Ave	651-407-9054	jaelyn.m.54@hotmail.com	Y
ELIZABETH GTENGDAHL	2695 GERALD	651-770-6700	ELIZGJ@GMAIL.COM	Y
Jim Rodine	2709 GERALD	651-777-3123	jimrmissions@gmail.com	Y
Dennis Feder	2130 MESABI	651-777-2383	djmkrfb@comcast.net	Y



2020 Street and Utility Improvement Project



SIGN IN SHEET

Name	Address	Phone	Email	Receive email updates? (yes/no)
Dick Dolbey	2754 Gerald ave	(651) 777-6683	DOLBSDAD@HOTMAIL.COM	YES
L. Powers	2771 Chisholm Ave	651 777-8285	doug.linda@comcast.com	yes
Harry Helms	2765 McKnight Rd N	651-777-4279	harryhelms@outlook.com	Yes
Greg Fritz	2744 Chisholm Ave	651-269-9753	greg.fritz5@gmail.com	yes
Mark Borglum	2131 Mesabi Ave E	651-226-0423	borglum4@msn.com	yes
Diane Danko	2766 Chisholm Ave	651-777-9500	momdanko@comcast.net	yes
RON LESE	2800 GERALD AVE	651-331-6996	gophers123@icloud.com	YES
KRISTI ROGERS	2219 MOHAWK RD E	651-777-2031	KKRmrogers@centurylink.net	YES
LAURA LAMBERTS	2708 Gerald Avenue	651.777.5288	lambert1@yahoo.com	yes
Del HOWARD	2737 GERALD AVE	651-295-1510	Del61999RAGEandGALLERY.COM	YES
Barb Walker	2190 Buhl Ave	651-770-5846	No - e mail	
Brill Patsch Joyce	2751 Chisholm ave	651-303-1327 651-303-7261	bjPatsch@gmail.com	yes



2020 Street and Utility Improvement Project



SIGN IN SHEET

Project area 2

Name	Address	Phone	Email	Receive email updates? (yes/no)
Kathy Rice	2231 Penn Place			
Marilyn Kruse	Unit 225 2231 Penn Pl #120	651-771-1188	marilyn.kruse@comcast.net	no
Ned Huston	2231 Penn Place #122	651-341-1480		
Lucy Low	2424 E Seventh Ave	651-777-2166		
Mike Sheehan	2715 Chisholm Ave	651-775-0609	mjs004@hotmail.com	Y
Pat Schaff	2221 Penn Pl #322	651-777-0566		no
Ruben Chappell	2373 7th Ave E.	651-230-3803	rchappell@questpro.com	
Ed + Sharon Gorman	2231 Penn Pl #307	651-777-8835		
Terry Walters	2301 N. Henry	651-770-9241		
James M Wilson	2231 Penn Place Apt 306	651-283-2071	jmwilson3@msn.com	
Dick & Fran Conner	2231 Penn Pl #205	651-455-6528		
Elizabeth + Paul G/ies	2434 7th Ave E	651-774-9588	elbextra@gmail.com	Y



North Saint Paul 2020 Street and Utility Improvement Project

Please share your comments

Concerned about what utilities
will be ~~affected~~ on my side yard
(electrical, gas, telephone) and whether
storm sewer access is on Shawnee (side
Yard) or McKnight (Main Frontage) with my Corner lot.
Also costs of assessments. Harry Helms
and next Council Meeting harryhelms@outlook.com
Dates for Project. 651-777-4379



North Saint Paul 2020 Street and Utility Improvement Project

Please share your comments

Thank you for a very
good presentation of the
proposed changes. I appreciate
the clear descriptions given.

DATE: September 23, 2019

TO: North St. Paul City Engineer, 2020 Street Project (NSP2020@wsbeng.com)

FROM: Jan Carver, 2753 Gerald Ave, No. St. Paul, cell 651.235.3185

SUBJECT: 1. Calculation of Assessment
2. Needed Correction to Sewer Design Flaw at 2753 Gerald Ave

CC: North St. Paul City Council

Thank you for the opportunity to meet with staff and engineers responsible for the 2020 road projects. I especially appreciated the informal open house format that allowed me to ask questions and exchange information with city staff and engineers. An outcome of these discussions was my agreeing to provide a written summary of concerns specific to my property for study and consideration by the city council, city staff and project engineers.

Calculation of the Assessment

My understanding is that the project's property assessments will be calculated on street linear footage. Corner lots such as mine will be 50% of the total of both streets.

Using street linear footage isn't an equitable methodology. The street linear footage has no relationship to the value the improvements bring to the property. Utilities are the same regardless. Property price value is based on total lot size, not street footage, plus the home value.

I have significant street footage because the configuration of my property lines places the two longest legs adjacent to the street. For other property owners in the project boundary, it's just the opposite, the shortest leg is adjacent to the street.

Using the Ramsey County Interactive on-line map, I reviewed properties in the project. I looked for the relationship between the street footage and the lot size. I found significant disparity between the two which results in some smaller properties paying a higher project assessment than some larger properties. Below is a chart showing a sampling for illustration. (Though all numbers are a rough approximate, they still serve the illustration.) For example,

- The size of my total property and that of 2208 Buhl are relatively the same, but my street footage is about double that of 2208 resulting in my assessment being about \$6592 vs. his \$3200, twice as much.
- 2770 Chisholm is more than twice the size of my lot, but I would pay the same assessment.
- 2774 Chisholm is also more than twice the size of my lot, but I would have a higher assessment.

Address	Acreage	Approximate Street Footage	Assessment@ \$64/Linear Ft.
2208 Buhl	.24	50	3200
2753 Gerald (Me)	.27	103	6592
2760 Chisholm	.45	69	4416
2740 Chisholm	.50	69	4416
2124 Buhl	.53	66	4224
2770 Chisholm	.62	103	6592
2774 Chisholm	.68	90	5760

Request:

I'm asking for review and reconsideration of the methodology to be used in calculating the amount property owners will be assessed for the 2020 project, assuring equability.

Solving Historic Sewer Problems Causing Damage to My Property

I want to assure the project work will eliminate the sewer design problem that has caused city sewage to back-up into my home multiple times. City and project engineers relayed it unlikely to be resolved by the project's separation of sewer and rain water. Rather, an additional design fix would be needed. Below is further information for consideration by the project team.

- City sewage has backed up into my home five times: 2/26/2009, 1/28/95 and three times during the period of 1987-1994.
- Each incident resulted in 1-2 inches of contaminated water and waste throughout the basement.
- The City found the cause for each back up: A blockage in the sewer line south of Gerald Ave caused by objects that shouldn't have been disposed of into the sewer such as rags and diapers.
- The City's immediate solution was to assure the lines were free from roots and other potential clogging entities by checking the lines by my home annually. However, that did not occur and the 2009 back-up occurred.
- Upon the 2009 incident, I spoke with Mark Bartholomew, NSP Water Superintendent. He conveyed, lines near my house are a concern and prone for problems whenever a clog occurs south of my home because the sewer line's lowest elevation is near my home. The sewage flows south from the upper Gerald hill (north of me), then down Gerald Ave. When a blockage occurs south of me, the flow backs up until it hits sewage moving south. It then travels the path of least resistance, which is my home's sewer drain. He further noted that my home was the only problem property. Mark and his workers conveyed the City was considering redoing the sewer lines.
- The 2009 incident was most damaging because we had built a family room in the previously unfinished basement. Damage resulted in close to \$5,000 of professional clean-up, damage repair, and replacement of carpeting. After review of City documents and interviews with City staff, the League of Minnesota Cities Insurance Trust found the City to be at fault for not maintaining a known problem area. The costs of the damage were paid for by the insurance company.
- I had my basement floor dug up and installed a back flow valve in March 2009, for which the City paid.

Request:

At the open house, project engineers shared a specific design fix is needed to resolve the low sewer elevation problem affecting my home. I would appreciate further problem resolution on this and communication to me.

CITY OF NORTH ST. PAUL

2020 STREET AND UTILITY IMPROVEMENT PROJECT

CITY COUNCIL MEETING

FEASIBILITY PRESENTATION

OCTOBER 1, 2019

Project Areas

Area 1 –

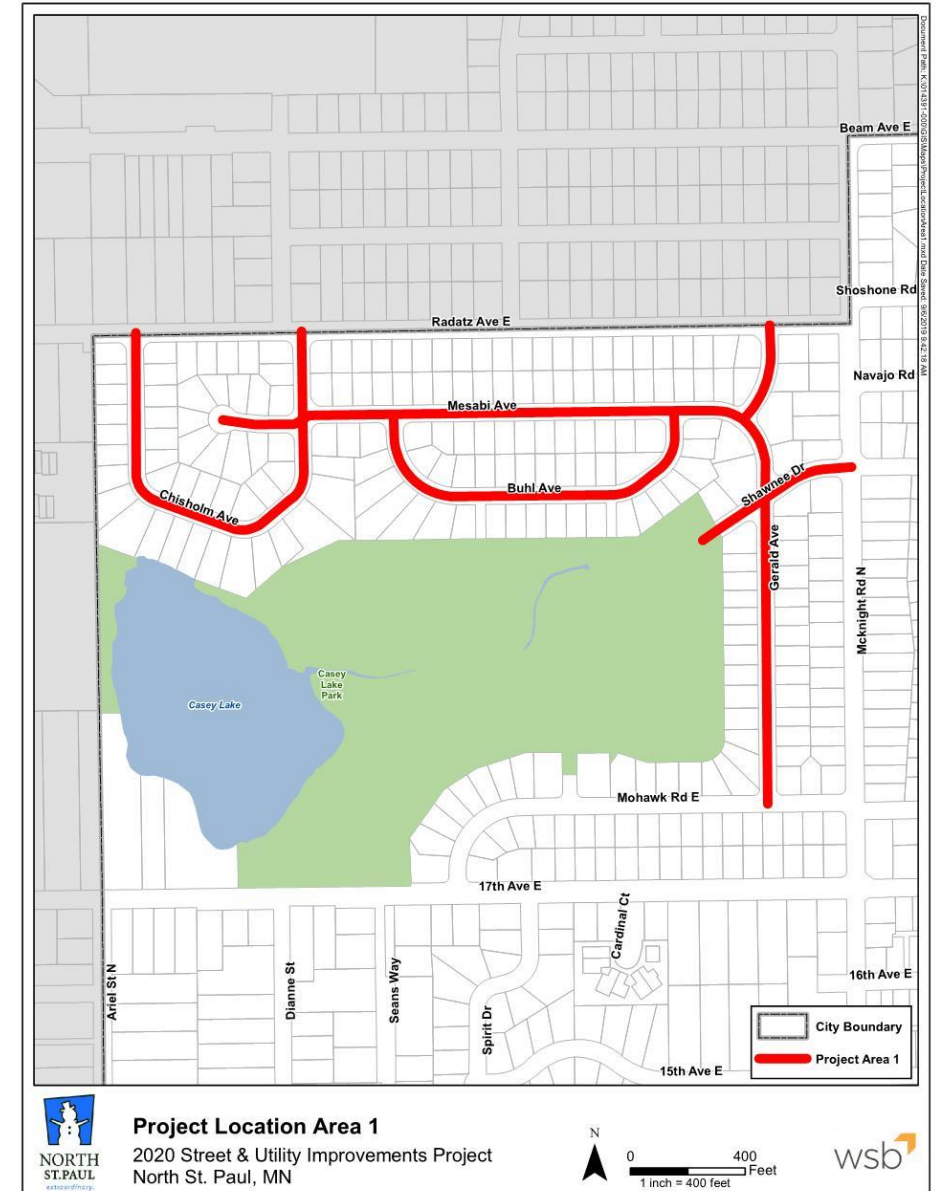
Chisholm Avenue

Mesabi Avenue

Buhl Avenue

Gerald Avenue

Shawnee Drive between Casey Lake Park and McKnight Road North

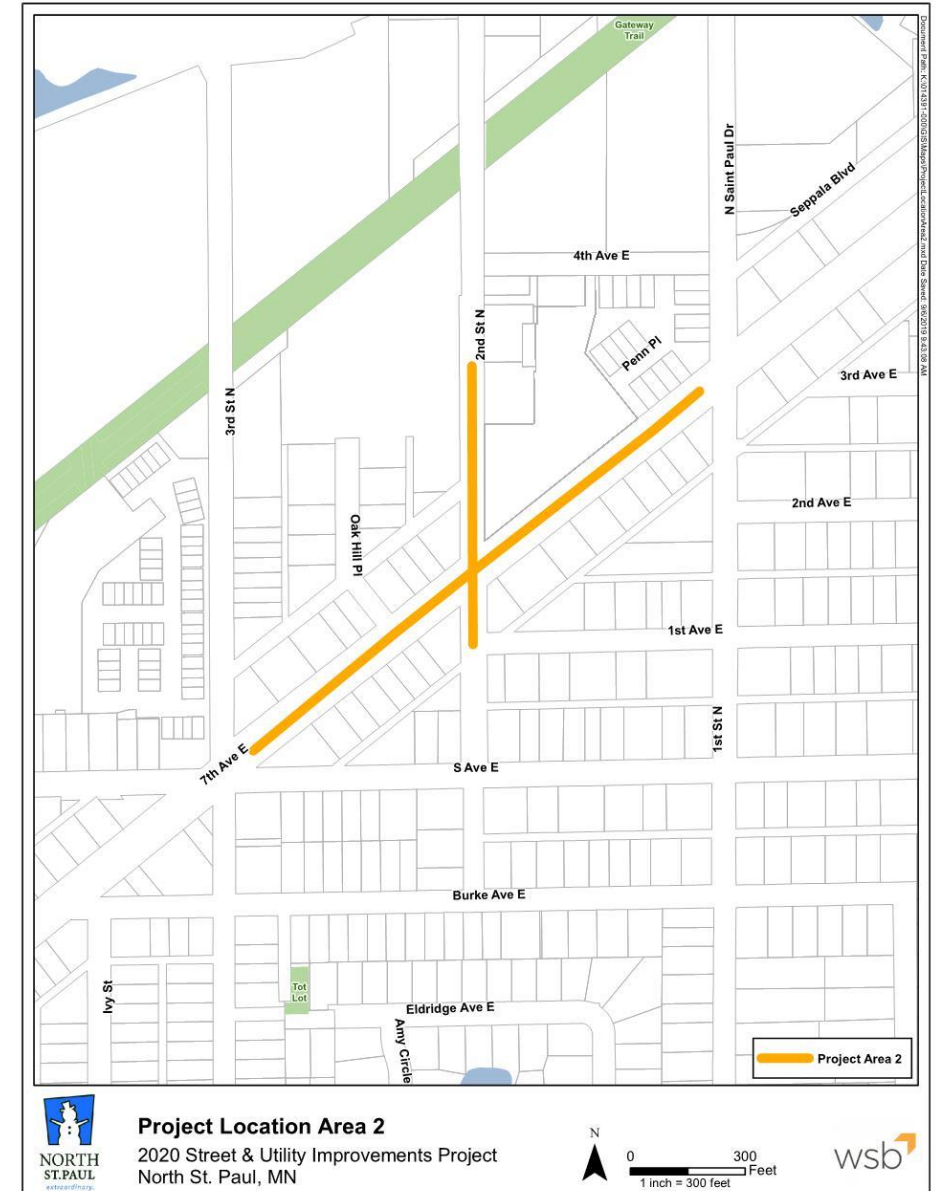


Project Areas

Area 2 –

7th Avenue East between 3rd Street North and 1st Street North

2nd Street North from approximately 600' north of 7th Avenue East to approximately 225' south.





Proposed Improvements

Surface

- Full pavement reconstruction
- New concrete barrier curb
- New & replacement sidewalks
- Medians & Trails (Area 2)
- Pave alley (Area 2)

Utilities

- Complete watermain replacement including services
- Sanitary sewer replacements or lining where necessary
- Storm sewer improvements

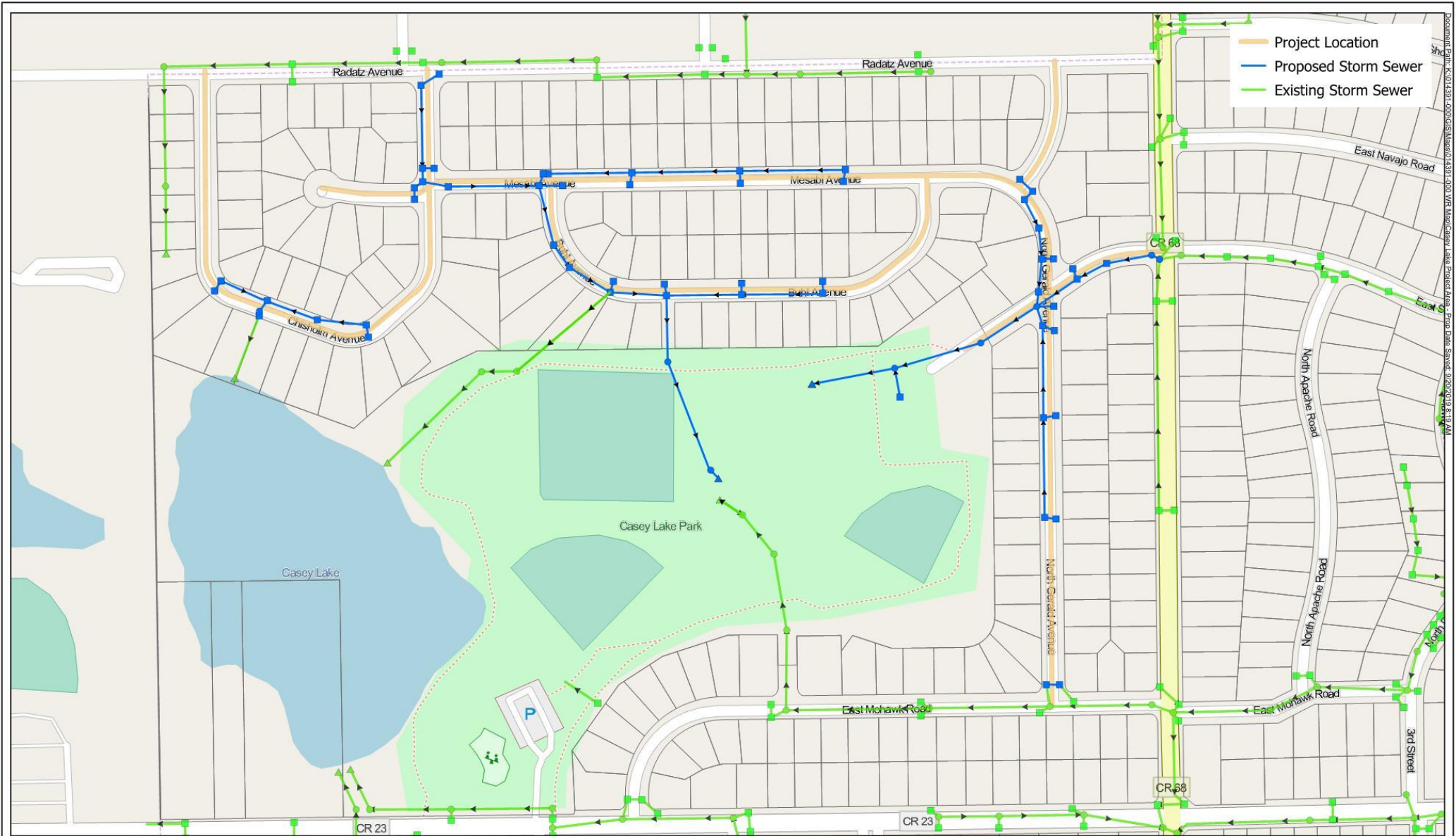


Design Considerations

Area 1

- Maintain similar existing street widths
- Sidewalk connections along Shawnee to McKnight Rd & Casey Lake Park
- Looping existing watermain
- Existing drainage issues and water quality into Casey Lake & nearby BMP
- Storm water design standards
- New watershed rules including potential credits





Casey Lake Project Area - Proposed Storm Sewer

The City of North Saint Paul
WSB Project No. 014391-000



0 230 Feet
1 inch = 230 feet



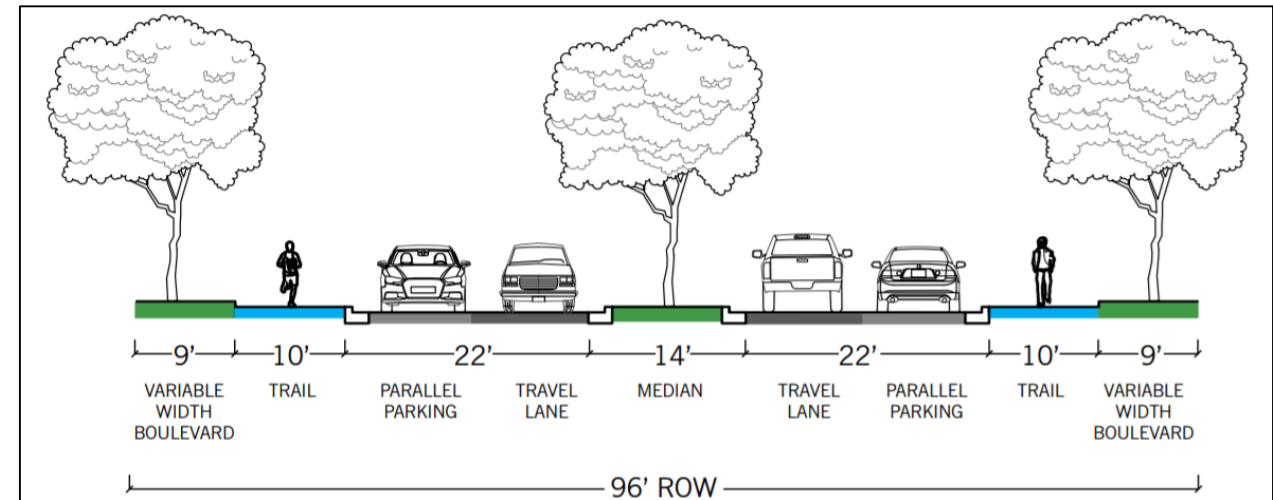
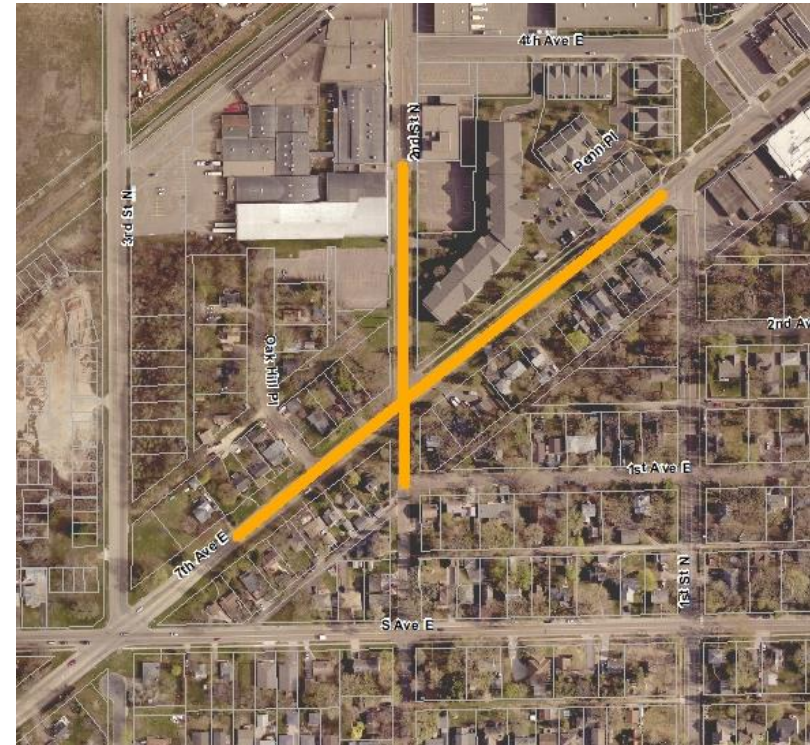
Page 152 of 248

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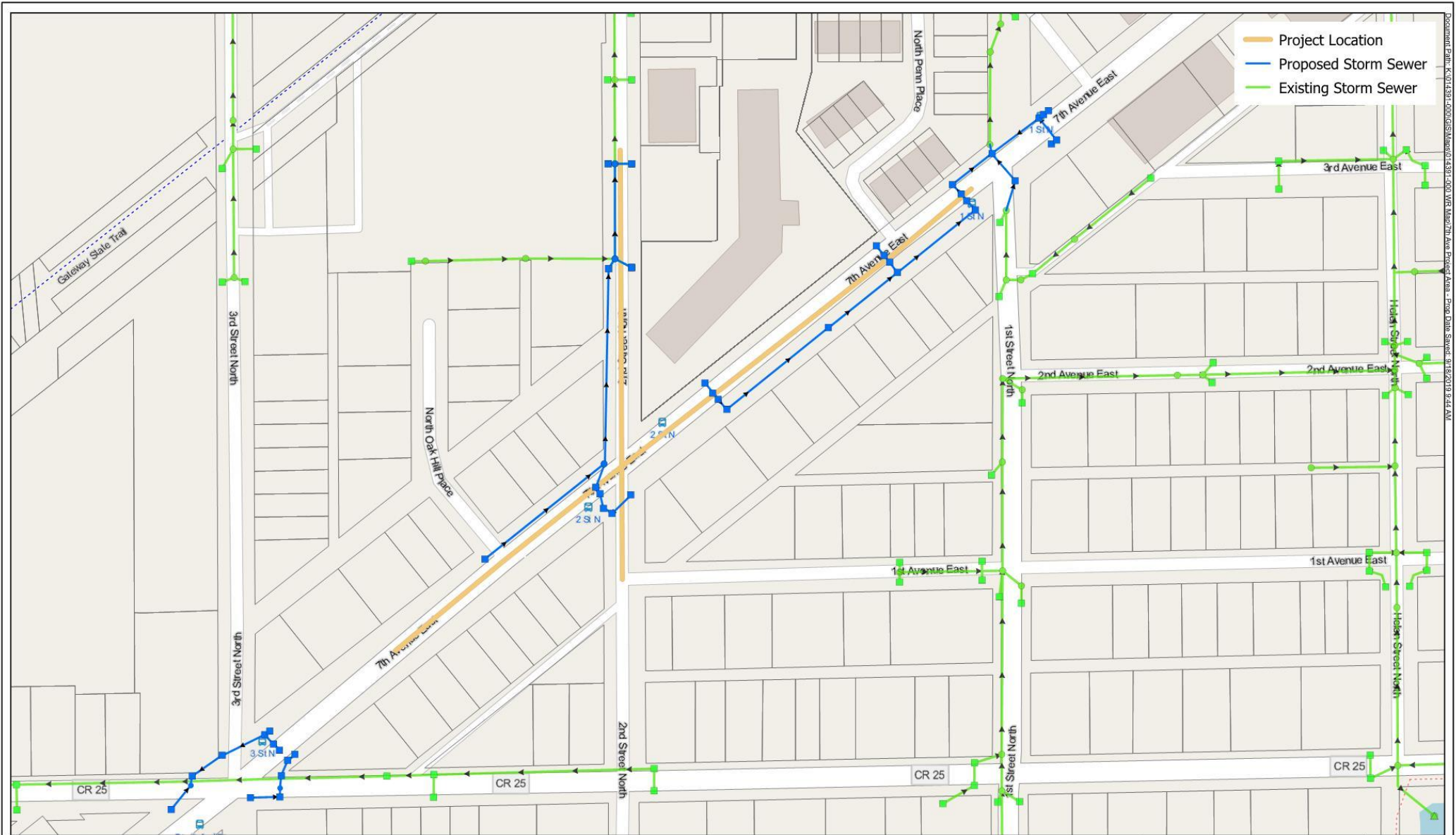
Design Considerations

Area 2

- Downtown Revitalization Plan
- Rural to urban streets including landscaped medians
- Additional parking
- Storm water design standards
- New watershed rules including potential credits
- Coordination with potential future roundabout







7th Avenue Project Area - Proposed Storm Sewer

The City of North Saint Paul
WSB Project No. 014391-000



0 150 Feet
1 inch = 150 feet



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Document Path: K:\014391-000\GIS\Map\014391-000\Map7th Ave Project Area - Prop Data Sheet 8/18/2019 9:44 AM



Anticipated Costs & Funding – Area 1

Project Funding Summary	
Fund – Area 1	Total
City Street CIP Funds	\$3,093,625.72
Waste Water Utility Fund	\$1,473,223.97
Water Utility Fund	\$1,739,510.98
Surface Water Utility Fund	\$2,196,856.96
Special Assessments	\$703,965.00
TOTAL (Area 1)	\$ 9,207,182.62



Anticipated Costs & Funding – Area 2

Project Funding Summary	
Fund – Area 2	Total
City Street CIP Funds*	\$2,525,834.14
Waste Water Utility Fund	\$195,231.36
Water Utility Fund	\$604,247.17
Surface Water Utility Fund	\$1,214,140.93
Special Assessments	\$246,787.52
TOTAL (Area 2)	\$ 4,841,481.60

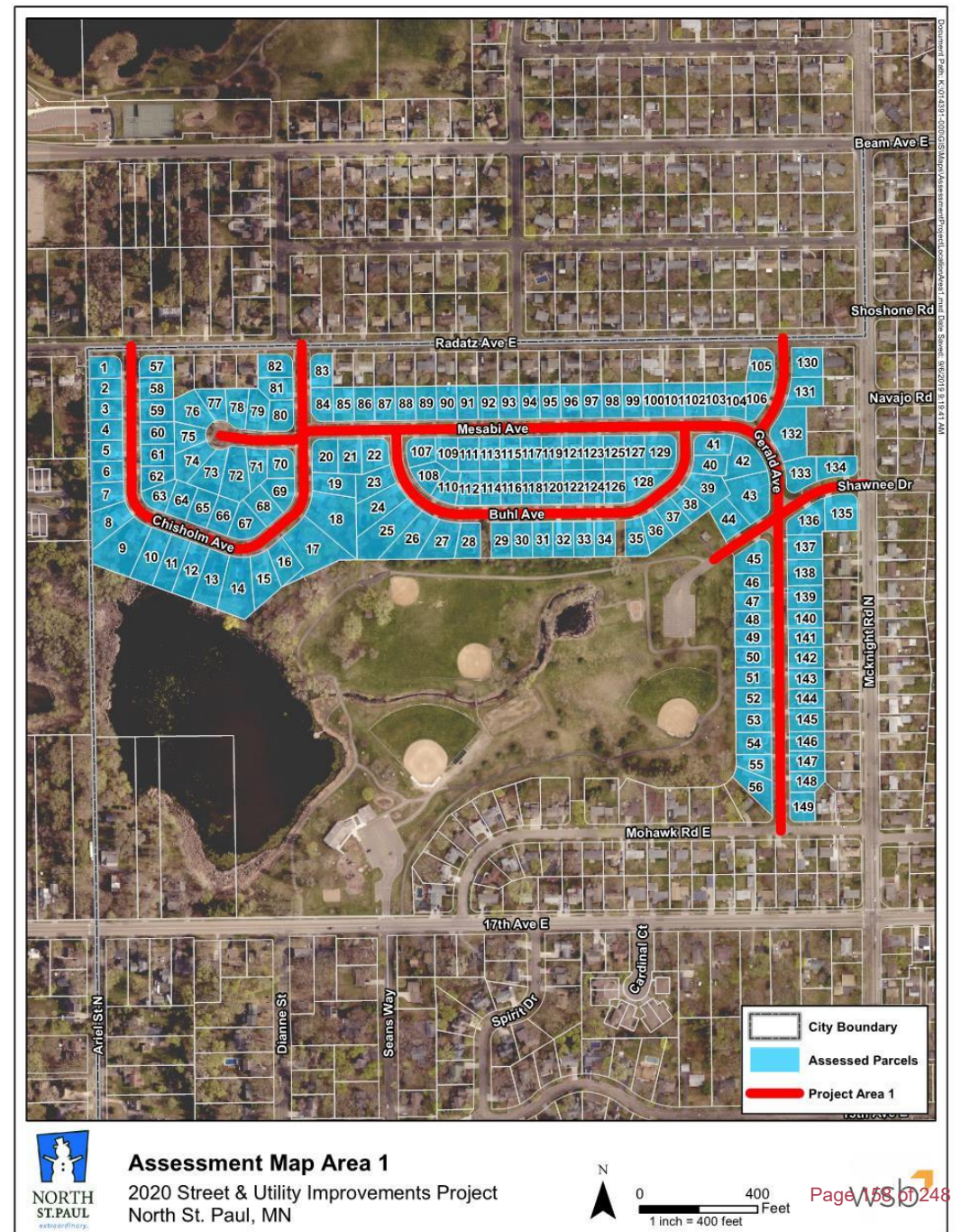
* Eligible for Municipal State Aid funding

Special Assessments – Area 1

Calculated using City's Special Assessment Policy
Average Residential Assessment | \$4,700 per unit

Assessments Based on Actual

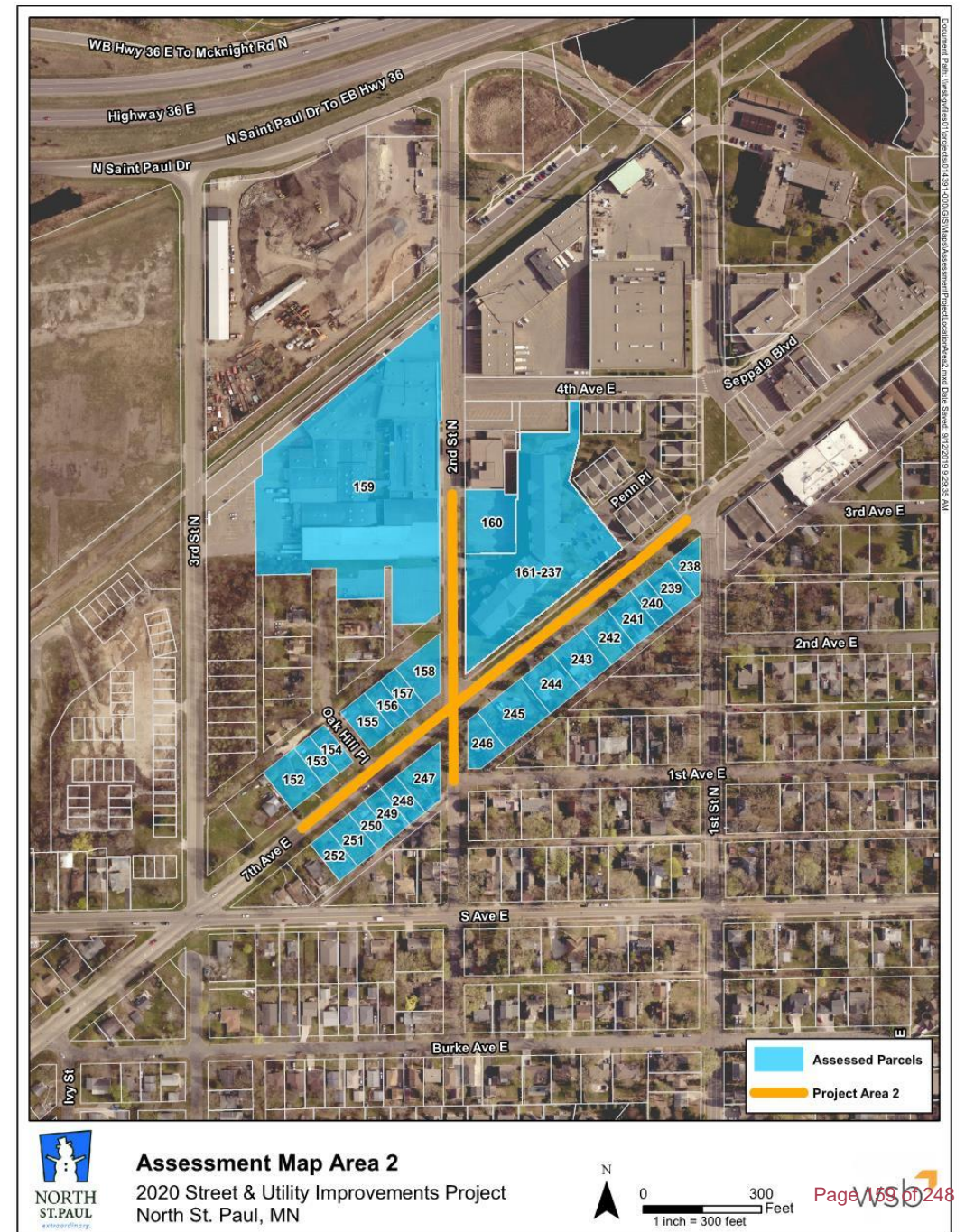
Front Foot Along Project



Special Assessments – Area 2

Calculated using City's Special Assessment Policy
Average Residential Assessment | \$4,350 per unit
Approximate Assessment 2231 Penn Pl | \$1,020 per unit
Commercial/Industrial Rate = \$96/ft

*Assessments Based on Actual
Front Foot Along Project*





Assessment Process

Assessment process follows Minnesota Statute Chapter 429 – Public Improvements.

Written intent to appeal must be presented in writing and signed by the property owner.

Assessment can be pre-paid in full or partially (25% minimum payment) without interest November 6, 2019 through a date in 2020 to be determined by City Council at City Hall.

4.611% Interest per annum beginning November 6, 2019.

Unpaid balance on assessments levied for 15-year period (single family) or 7-year period (commercial/multi-family/other) and included on property tax statement beginning Tax Year 2021.

Deferments, apply within 30 days (December 5, 2019).



Project Schedule

Order Feasibility Report.....	June 18, 2019
Neighborhood Open House – Area 2	August 21, 2019
Neighborhood Open House – Area 1	August 28, 2019
Present Feasibility Report/Set Public Hearing.....	October 1, 2019
Public Hearing/Order Project (North St. Paul)	November 5, 2019
Approve Plans/Order Ad for Bids	January 21, 2020
Open Bids.....	February 20, 2020
Begin Construction	May 2020
Substantial Completion of Construction	November 2020
Final Completion of Construction	June 2021



Next Steps

Consider resolutions setting public hearings and authorizing preparation of plans and specifications and assessment roll.



THANK YOU



**NORTH
ST. PAUL**
extraordinary.

Agenda Information Memorandum
North St. Paul City Council
October 1, 2019

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: City Business

Subject: Purchase of property at 2242 1st Street for storm water pond for flood mitigation

To: Honorable Mayor and City Council

Background/Facts:

- The Property located at 2242 1st Street suddenly came on the market for sale.
- It is over half an acre in lot size.
- The house listed at \$175,000 and the city negotiated a purchase price of \$165,000.
- Results Realtor Group has provided the City with an assignment of purchase agreement should the Council approve the purchase.
- Originally, the City was looking at purchasing two adjoining lots on 3rd Street that were for sale to use as a flood and storm water mitigation pond.
- Kevin Fuller of Reflex Medical has since purchased those two lots and is building two new homes on them, thus those lots are no longer available to the City.
- With approval of the purchase, the site would be demoed of all structures this fall in preparation for use as a storm water pond.
- Kevin Fuller, adjoining property owner, has indicated he may participate monetarily with this acquisition and improvement.
- This site will also provide storm water treatment for the proposed 2020 Street Project on 7th Avenue.
- This site should provide benefit to flooding conditions on 2nd Avenue.

Recommendation: It is recommended the City Council authorize the City to purchase the property at 2242 1st Street.

Attachments:

Assignment of purchase agreement

Respectfully submitted,

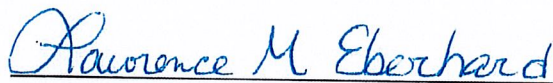
Scott Duddeck
City Manager

ASSIGNMENT OF PURCHASE AGREEMENT

This agreement is made by and between Results Realtor Group, Inc., a Minnesota Corporation, and The City of North St. Paul, Minnesota. This agreement shall reference the Purchase Agreement dated September 19, 2019 between Results Realtor Group, Inc. (buyer) and Patrick Fogel (seller). A copy of the above referenced purchase agreement shall be made part of this agreement and is attached hereto. The property address is 2242 1st Street North, North St. Paul, MN 55109. The legal description is: Lot 1 and Lot 2 Block 6, First Addition to North St. Paul.

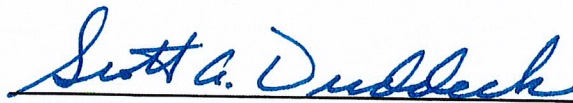
Results Realtor Group, Inc., hereby assigns and The City of North St. Paul hereby accepts all terms, conditions and interest in the above referenced purchase agreement.

It is expressly understood that this purchase agreement is a cash sale/transaction and that the closing date is on or before October 14, 2019.



Results Realtor Group, Inc.
Lawrence M. Eberhard, President

26 September 2019
Date



Scott A. Duddeck – City Manager - City of North St. Paul

9/26/2019
Date



ADDENDUM TO PURCHASE AGREEMENT: COUNTEROFFER

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1. Date September 19th, 2019
2. Page 1
3. Addendum to Purchase Agreement between parties, dated September 22nd 2019
4. pertaining to the purchase and sale of the Property at 2242 1st Street N
5. North Saint Paul MN 55109

6. ***This Counteroffer does not include the terms or conditions in any previous Counteroffer(s).***

7. The Purchase Agreement is rejected and the following Counteroffer is hereby made. All terms and conditions remain
8. the same, as stated in the Purchase Agreement, except the following:

9. *(Select appropriate changes from original offer.)*

10. ☐ Purchase price (and corresponding FHA ESCAPE CLAUSE sale price, if applicable) shall be
11. \$ _____.

12. ☐ Earnest money shall be a total of \$ _____.

13. ☐ Cash of _____ percent (%) of the sale price, which includes the earnest money.

14. ☐ Mortgage financing of _____ percent (%) of the sale price.

15. ☒ Closing date shall be October 14th, 2019.

16. ☐ Seller agrees to complete all FHA/Lender required repairs, not to exceed \$ _____.

17. ☐ Seller shall pay Buyer's closing costs, prepaids, insurance and _____
18. not to exceed \$ _____ or _____ percent (%) of the sale price.

19. ☒ **OTHER:**
20. **-Line #187 of the Purchase Agreement to read "Seller DOES NOT agree to allow Buyer to perform intrusive testing or inspection."**

21.
22. **-Seller to remove any and all garbage and personal property**
23. **(including any appliances) from the property by the closing date.**
24.
25.
26.

27. Patrick Fogel 09/22/2019
(Seller) 9/22/2019 2:33:20 PM CDT (Date)

Results Realtor Group, Inc

Lawrence M Eberhard _____
(Buyer) 9/23/2019 5:36:30 PM CDT (Date)

28. _____
(Seller) (Date) (Buyer) (Date)

29. **ATTACH ONLY THE FINAL COUNTEROFFER ADDENDUM TO THE PURCHASE AGREEMENT.**

30. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
31. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



PURCHASE AGREEMENT

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1. Date September 19th 2019

2. Page 1

3. BUYER (S): Results Realtor Group, Inc. and or Assigns
4. _____
5. Buyer's earnest money in the amount of _____
6. Two Thousand Five Hundred Dollars (\$ 2,500.00)
7. shall be delivered to listing broker, or, if checked, to ☐ _____ no later than two (2) Business
("Earnest Money Holder") _____
8. Days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller agree that earnest money shall be
9. deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt
10. of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.
11. Said earnest money is part payment for the purchase of the property located at
12. Street Address: 2242 1st Street
13. City of North Saint Paul , County of Ramsey ,
14. State of Minnesota, Zip Code 55109-3211 , legally described as Lots 1 and Lot 2 Block 6 First
15. Addition to North Saint Paul
16. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not
17. limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, and lawn watering systems;
18. sheds; storm sashes, storm doors, screens, and awnings; window shades and blinds; traverses, curtain and drapery
19. rods, valances, draperies, curtains, and window coverings and treatments; towel rods; attached lighting and bulbs;
20. fan fixtures; plumbing fixtures; garbage disposals; water softeners; water treatment systems; water heating systems;
21. heating systems; air exchange systems; environmental remediation systems (e.g., radon, vapor intrusion); sump pumps;
22. TV antennas, cable TV jacks and wiring, and TV wall mounts; wall and ceiling-mounted speakers and mounts; carpeting;
23. attached mirrors; garage door openers and all controls; smoke detectors; doorbells; thermostats; fireplace screens,
24. doors, and heatilators; **ANY OF THE FOLLOWING, IF BUILT-IN:** dishwashers, refrigerators, wine and beverage
25. refrigerators, trash compactors, ovens, cook-top stoves, warming drawers, microwave ovens, hood fans, shelving,
26. work benches, intercoms, speakers, air conditioning equipment, electronic air filters, humidifiers and dehumidifiers,
27. liquid fuel tanks and all controls, pool and spa equipment, propane tanks and all controls, security system equipment,
28. TV satellite dishes; the above-mentioned inclusions **AND** the following personal property shall be transferred with no
29. additional monetary value, and free and clear of all liens and encumbrances:
30. _____
31. Notwithstanding the foregoing, leased fixtures are not included.
32. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:
33. _____

PURCHASE PRICE:

35. Seller has agreed to sell the Property to Buyer for the sum of (\$ 165,000.00)
36. One Hundred Sixty-Five Thousand Dollars,
37. which Buyer agrees to pay in the following manner:
38. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, which includes the earnest
39. money;
40. 2. 0 percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)
41. 3. 0 percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to*
42. *Purchase Agreement: Assumption Financing*.)
43. 4. 0 percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase*
44. *Agreement: Contract for Deed Financing*.)

CLOSING DATE:

46. The date of closing shall be October 25th 2019 .

PURCHASE AGREEMENT

47. Page 2 Date September 19th 2019

48. Property located at 2242 1st Street North Saint Paul MN 55109-3211

49. **MORTGAGE FINANCING:**

50. This Purchase Agreement ☐ IS ☒ **IS NOT** subject to the mortgage financing provisions below. If **IS**, complete the _____ (Check one.) _____

51. **MORTGAGE FINANCING** section below. If **IS NOT**, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S**
52. **COSTS** section.

53. Such mortgage financing shall be: (Check one.)

54. ☐ **FIRST MORTGAGE only** ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

55. Financing ☐ **DOES** ☐ **DOES NOT** include a grant, bond program, or other loan assistance program. If "**DOES**,"
56. please specify: _____

57. Buyer shall apply for and secure, at Buyer's expense, a: (Check all that apply.)

58. ☐ **CONVENTIONAL**

59. ☐ **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**

60. ☐ **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

61. ☐ **PRIVATELY INSURED CONVENTIONAL**

62. ☐ **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

63. ☐ **OTHER** _____

64. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than _____

65. years, with an initial interest rate at no more than _____ percent (%) per annum. The mortgage application **IS**

66. **TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date of this Purchase Agreement.

67. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all documents required to
68. consummate said financing.

69. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
70. to the first mortgage and any subordinate financing. (Check one.)

71. ☐ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
72. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
73. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be

74. ☐ **REFUNDED TO BUYER** ☐ **FORFEITED TO SELLER.**

(Check one.)

75. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be prohibited.
76. See the following DVA and FHA Escape Clauses.

77. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
78. or before _____.

79. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage
80. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
81. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
82. appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close
83. the loan.

84. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for
85. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
86. are deemed accepted by Buyer:

87. (a) work orders agreed to be completed by Seller;

88. (b) any other financing terms agreed to be completed by Seller here; and

89. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

PURCHASE AGREEMENT

90. Page 3 Date September 19th 2019

91. Property located at 2242 1st Street North Saint Paul MN 55109-3211

92. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for
93. ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Seller
94. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
95. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
96. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be
97. forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

98. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement canceled
99. if the reason this Purchase Agreement does not close was due to:

- 100. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
- 101. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
- 102. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except as
- 103. specified in the contingency for sale and closing of Buyer's property.

104. If the Written Statement is not provided by the date specified on line 78, Seller may, at Seller's option, declare this
105. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
106. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,
107. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
108. directing all earnest money paid here to be refunded to Buyer.

109. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
110. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
111. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
112. money paid here to be refunded to Buyer.

113. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
114. *(Check one.)*

- 115. ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE OF THIS PURCHASE AGREEMENT; OR**
- 116. ☐ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

117. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ _____ to make
118. repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which the
119. cost of making said repairs shall exceed this amount, Seller shall have the following options:
120. (a) making the necessary repairs; or
121. (b) negotiating the cost of making said repairs with Buyer; or
122. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
123. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
124. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
125. amounts related thereto above the amount specified on line 117 of this Purchase Agreement.

126. ☐ **SELLER** ☐ **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
_____ *(Check one.)*

127. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
128. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur
129. any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance
130. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the
131. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the
132. appraised value of the Property as not less than \$ _____
(sale price)

133. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
134. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
135. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/
136. herself that the price and condition of the Property are acceptable."

PURCHASE AGREEMENT

137. Page 4 Date September 19th 2019

138. Property located at 2242 1st Street North Saint Paul MN 55109-3211

139. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and

140. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____.

141. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

142. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee must be paid

143. at the closing of this transaction as follows:

144. _____ paid by Buyer ☐ **AT CLOSING** ☐ **ADDED TO MORTGAGE AMOUNT**
 _____ (Check one.)

145. _____ paid by Seller

146. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

147. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,

148. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest

149. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase

150. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The

151. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without

152. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

153. **NOTE:** Verify DVA requirements relating to payment of all special assessments levied and pending, and

154. **annual installments of special assessments certified to yearly taxes.**

155. OTHER MORTGAGE FINANCING ITEMS:

156. _____

157. **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:**

158. Seller ☐ **IS** ☒ **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: *(Check one.)*
 -----*(Check one.)*-----

159. \$ _____

160. percent (%) of the sale price

161. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,

162. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any

163. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's

164. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained

165. by Seller.

166. **NOTE:** The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or

167. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

168. **INSPECTIONS:**

169. Buyer has been made aware of the availability of Property inspections. Buyer ☒ **ELECTS** ☐ **DECLINES** to have a

170. Property inspection performed at Buyer's expense.

171. This Purchase Agreement ☒ **IS** ☐ **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to
 -----(Check one.)-----

172. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase
173. Agreement.

174. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall satisfy Buyer**

175. **as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement, "intrusive testing"

176. shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original condition or otherwise

177. damages the Property.

178. Seller ☒ **DOES** ☐ **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).

 (Check one.)

179. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's

180. intrusive testing at Buyer's sole expense.

PURCHASE AGREEMENT

181. Page 5 Date September 19th 2019

182. Property located at 2242 1st Street North Saint Paul MN 55109-3211

183. Seller will provide access to attic(s) and crawlspace(s).

184. Within 15 Calendar Days of Final Acceptance Date of this Purchase Agreement, all inspection(s), test(s), and
185. resulting negotiations, if any, shall be done ("Inspection Period").

186. If this Purchase Agreement is contingent upon inspection, Buyer may cancel this Purchase Agreement based on the
187. inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of Buyer's
188. intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement, Buyer and
189. Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
190. earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before the end
191. of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase Agreement
192. shall be in full force and effect.

193. **OTHER INSPECTION ITEMS:** _____

194. _____

195. _____

196. _____

SALE OF BUYER'S PROPERTY:

197.
198. (Check one.)

199. ☐ 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
200. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

201. OR

202. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
203. _____, which is scheduled to close on

204. _____ pursuant to a fully executed purchase agreement. If Buyer's
205. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
206. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said
207. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
208. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
209. Agreement, if applicable.

210. OR

211. ☒ 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
212. and closing on any other property.

REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

214. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
215. including all penalties and interest.

216. Buyer shall pay ☒ **PRORATED FROM DAY OF CLOSING** ☐ **ALL** ☐ **NONE** ☐ _____ /12ths OF real estate taxes
(Check one.)
217. due and payable in the year of closing.

218. Seller shall pay ☒ **PRORATED TO DAY OF CLOSING** ☐ **ALL** ☐ **NONE** ☐ _____ /12ths OF real estate taxes due and
(Check one.)
219. payable in the year of closing.

220. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller ☒ **SHALL** ☐ **SHALL NOT**
(Check one.)
221. pay the difference between the homestead and non-homestead.

222. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
223. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

PURCHASE AGREEMENT

224. Page 6 Date September 19th 2019

225. Property located at 2242 1st Street North Saint Paul MN 55109-3211

226 DEFERRED TAXES/SPECIAL ASSESSMENTS:

227. ☐ BUYER SHALL PAY ☒ SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green
(Check one.)

228. Acres) or special assessments, payment of which is required as a result of the closing of this sale.

229. ☐ BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING ☒ SELLER SHALL PAY ON
(Check one.)

230. DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and
231. payable in the year of closing.

232. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PAY on date of closing all other special assessments levied as
(Check one.)

233. of the Date of this Purchase Agreement.

234. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as
(Check one.)

235. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
236. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments
237. or less, as required by Buyer's lender.)

238. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
239. which is not otherwise here provided.

240. As of the Date of this Purchase Agreement, Seller represents that Seller ☐ HAS ☒ HAS NOT received a notice
(Check one.)

241. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
242. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing
243. shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on
244. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
245. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
246. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
247. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
248. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
249. directing all earnest money paid here to be refunded to Buyer.

250. ADDITIONAL PROVISIONS:

251. PREVIOUSLY WRITTEN PURCHASE AGREEMENT: This Purchase Agreement ☐ IS ☒ IS NOT subject to
(Check one.)

252. cancellation of a previously written purchase agreement dated _____

253. (If answer is IS, said cancellation shall be obtained no later than _____

254. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately
255. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
256. be refunded to Buyer.)

257. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

258. ☒ WARRANTY DEED ☐ PERSONAL REPRESENTATIVE'S DEED ☐ CONTRACT FOR DEED ☐ TRUSTEE'S DEED

259. ☐ OTHER: _____ DEED joined in by spouse, if any, conveying marketable title, subject to

260. (a) building and zoning laws, ordinances, and state and federal regulations;

261. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

262. (c) reservation of any mineral rights by the State of Minnesota;

263. (d) utility and drainage easements which do not interfere with existing improvements;

264. (e) rights of tenants as follows (unless specified, not subject to tenancies): _____

265. _____; and

266. (f) others (must be specified in writing): _____

267. _____

PURCHASE AGREEMENT

268. Page 7 Date September 19th 2019

269. Property located at 2242 1st Street North Saint Paul MN 55109-3211

270. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*

271. ☒ **IMMEDIATELY AFTER CLOSING;** or

272. ☐ **OTHER:** _____

273. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
274. by possession date.

275. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
276. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
277. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
278. Agreement.

279. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
280. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
281. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

282. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
283. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
284. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
285. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
286. assisting Seller, upon cancellation of this Purchase Agreement; and
287. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
288. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
289. title opinion at Buyer's selection and cost and provide a copy to Seller.

290. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
291. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the
292. following:

293. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty
294. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In
295. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing
296. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to
297. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
298. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
299. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be
300. refunded to Buyer.

301. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
302. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
303. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording as
304. of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary lines
305. of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.

306. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
307. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
308. construction, alteration, or repair of any structure on, or improvement to, the Property.

309. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
310. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
311. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
312. such notices received by Seller shall be provided to Buyer immediately.

313. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
314. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
315. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

316. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
317. inspections agreed to here.

PURCHASE AGREEMENT

318. Page 8 Date September 19th 2019

319. Property located at 2242 1st Street North Saint Paul MN 55109-3211

320. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of
321. closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If
322. the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled,
323. at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase
324. Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation
325. and directing all earnest money paid here to be refunded to Buyer.

326. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

327. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
328. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)
329. ending at 11:59 P.M. on the last day.

330. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
331. stated elsewhere by the parties in writing.

332. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays.

333. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest money
334. from the Earnest Money Holder's trust account:

- 335. (a) at or upon the successful closing of the Property;
- 336. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
337. *Agreement* executed by both Buyer and Seller;
- 338. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- 339. (d) upon receipt of a court order.

340. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
341. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller
342. shall affirm the same by a written cancellation agreement.

343. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions
344. of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any
345. of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may
346. cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase
347. Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN
348. Statute 559.217, Subd. 4.

349. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
350. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
351. performance, such action must be commenced within six (6) months after such right of action arises.

352. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
353. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained
354. by contacting the local law enforcement offices in the community where the Property is located or the Minnesota
355. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at
356. www.corr.state.mn.us.

357. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
358. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF**
359. **THIS PURCHASE AGREEMENT.**

360. BUYER HAS RECEIVED A: (Check any that apply.) ☒ **DISCLOSURE STATEMENT: SELLER'S PROPERTY**
361. **DISCLOSURE STATEMENT** OR A ☐ **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES** FORM.

362. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property Disclosure Statement* or
363. *Disclosure Statement: Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if
364. any.

365. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

366. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY**
367. **AND ITS CONTENTS.**

PURCHASE AGREEMENT

368. Page 9 Date September 19th 2019

369. Property located at 2242 1st Street North Saint Paul MN 55109-3211

370. (Check appropriate boxes.)

371. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

372. CITY SEWER ☒ YES ☐ NO / CITY WATER ☒ YES ☐ NO

373. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

374. SELLER ☐ DOES ☒ DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
(Check one.)

375. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*

376. *Statement: Subsurface Sewage Treatment System.*)

377. **PRIVATE WELL**

378. SELLER ☐ DOES ☒ DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.
(Check one.)

379. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)

380. THIS PURCHASE AGREEMENT ☐ IS ☒ IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
(Check one.)

381. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**

382. (If answer is **IS**, see attached *Addendum.*)

383. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
384. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**
385. **TREATMENT SYSTEM.**

386. **HOME PROTECTION/WARRANTY PLAN:** Buyer and Seller are advised to investigate the various home protection/
387. warranty plans available for purchase. Different home protection/warranty plans have different coverage options,
388. exclusions, limitations, and service fees. Most plans exclude pre-existing conditions. (Check one.)

389. ☐ A Home Protection/Warranty Plan will be obtained by ☐ **BUYER** ☐ **SELLER** and paid for by
(Check one.)

390. ☐ **BUYER** ☐ **SELLER** to be issued by _____
(Check one.)

391. at a cost not to exceed \$ _____.

392. ☒ No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect
393. to purchase a Home Protection/Warranty Plan.

394.

AGENCY NOTICE

395. Benjamin J. Fritz
(Licensee)

is ☒ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Check one.)

396. Re/Max Prodigy
(Real Estate Company Name)

397. Lawrence M Eberhard
(Licensee)

is ☐ Seller's Agent ☒ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Check one.)

398. Keller Williams Premier Realty
(Real Estate Company Name)

399. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

PURCHASE AGREEMENT

400. Page 10 Date September 19th 2019

401. Property located at 2242 1st Street North Saint Paul MN 55109-3211

402. DUAL AGENCY REPRESENTATION

403. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

404. ☒ Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 405-421.*

405. ☐ Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 406-421.*

406. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
407. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
408. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
409. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
410. Seller(s) and Buyer(s) acknowledge that

411. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
412. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
413. information will be shared;

414. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

415. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
416. the sale.

417. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
418. and its salesperson to act as dual agents in this transaction.

419. Seller _____ Buyer _____

420. Seller _____ Buyer _____

421. Date _____ Date _____

422. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
423. cash outlay at closing or reduce the proceeds from the sale.

424. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
425. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved in
426. the transaction at the time these documents are provided to Buyer and Seller.

427. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
428. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
429. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
430. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

431. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
432. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
433. the closing and delivery of the deed.

434. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
435. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
436. identification numbers or Social Security numbers.

437. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
438. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
439. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**
440. **party whether the transaction is exempt from FIRPTA withholding requirements.**

PURCHASE AGREEMENT

441. Page 11 Date September 19th 2019

442. Property located at 2242 1st Street North Saint Paul MN 55109-3211

443. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall
 444. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and
 445. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
 446. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and
 447. Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
 448. Agreement.

449. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
 450. transaction constitute valid, binding signatures.

451. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy
 452. must be delivered.

453. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
 454. for deed.

455. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
 456. (1) of this Purchase Agreement.

457. **OTHER:**
 458. **RESULTS REALTOR GROUP, INC. IS A MINNESOTA CORPORATION. THE**
 459. **CORPORATION IS OWNED BY LAWRENCE M. EBERHARD. LAWRENCE M. EBERHARD IS**
 460. **A LICENSED REAL ESTATE AGENT IN THE STATE OF MINNESOTA.**

461. **This purchase agreement is contingent upon Results Realtor Group's**
 462. **successful, written assignment of this purchase agreement on or before**
 463. **October 4, 2019.**

464.

465.

466.

467.

468.

469. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

470. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

471. ☐ Addendum to Purchase Agreement

472. ☐ Addendum to Purchase Agreement: Assumption Financing

473. ☐ Addendum to Purchase Agreement: Buyer Move-In Agreement

474. ☒ Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability

475. ☐ Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community
 476. ("CIC")

477. ☐ Addendum to Purchase Agreement: Contract for Deed Financing

478. ☒ Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint
 479. Hazards

480. ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency

481. ☐ Addendum to Purchase Agreement: Seller's Rent Back Agreement

482. ☐ Addendum to Purchase Agreement: Short Sale Contingency

483. ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency

PURCHASE AGREEMENT484. Page 12 Date September 19th 2019485. Property located at 2242 1st Street North Saint Paul MN 55109-3211486. I agree to sell the Property for the price and on the
487. terms and conditions set forth above.488. **I have reviewed all pages of this Purchase**
489. **Agreement.**I agree to purchase the Property for the price and on
the terms and conditions set forth above.**I have reviewed all pages of this Purchase**
Agreement.490. ☐ **If checked, this Purchase Agreement is subject to**
491. **attached Addendum to Purchase Agreement:**
492. **Counteroffer.**493. **FIRPTA:** Seller represents and warrants, under penalty
494. of perjury, that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a
----- (Check one.) -----495. non-resident alien individual, foreign corporation, foreign
496. partnership, foreign trust, or foreign estate for purposes of
497. income taxation. (See lines 427-440.) This representation
498. and warranty shall survive the closing of the transaction
499. and the delivery of the deed.500. X Patrick Fogel 09/22/2019
(Seller's Signature) (Date)X Lawrence M. Eberhard
(Buyer's Signature) (Date)501. X _____
(Seller's Printed Name)X Results Realtor Group, Inc. Lawrence M. Eberhard
(Buyer's Printed Name)502. X _____
(Marital Status)X N/A
(Marital Status)503. X _____
(Seller's Signature) (Date)X _____
(Buyer's Signature) (Date)504. X _____
(Seller's Printed Name)X _____
(Buyer's Printed Name)505. X _____
(Marital Status)X _____
(Marital Status)

September 23, 2019

506. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date

507. is the date on which the fully executed Purchase Agreement is delivered.

508. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
509. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**510. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE**
511. **STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,**
512. **WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.**513. **SELLER(S)** Patrick Fogel
9/22/2019 2:33:25 PM CDT**BUYER(S)** Results Realtor Group, Inc514. **SELLER(S)** _____**BUYER(S)** Lawrence M. Eberhard
9/18/2019 8:49:16 PM CDT

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

THESE SOPHISTICATED CRIMINALS COULD:

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

Results Realtor Group, Inc

(Signature)
AuthentiSIGN
Lawrence M Eberhard
9/18/2019 8:49:40 PM CDT

(Date)

AuthentiSIGN
Patrick Fogel
(Signature)
9/22/2019 2:33:26 PM CDT

09/22/2019

(Date)

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ADDENDUM TO PURCHASE AGREEMENT: BUYER PURCHASING "AS IS" AND LIMITATION OF SELLER LIABILITY

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1. Date September 19th, 2019
2. Page 1

3. **IN THE EVENT SELLER HAS COMPLETED, AND BUYER HAS RECEIVED, A**
4. **SELLER'S PROPERTY DISCLOSURE STATEMENT, DO NOT USE THIS**
5. **ADDENDUM WITHOUT FIRST SEEKING LEGAL ADVICE.**

6. Addendum to Purchase Agreement between parties, dated September 19th 2019, pertaining to the
7. purchase and sale of the Property at 2242 1st Street
8. North Saint Paul MN 55109-3211

9. Limitation of Seller Liability: The Property is being sold in its existing condition. Buyer acknowledges that the Property,
10. including all improvements, is being sold on an "As-Is" and "Where-Is" basis, with all existing faults. Prior to closing,
11. Buyer will make such inspections of the Property as are consistent with the terms of this Purchase Agreement in order
12. to satisfy Buyer as to the condition of the Property. The Seller warranties contained in the Purchase Agreement shall
13. remain unmodified by this Addendum.

14. The "Risk of Loss" provisions of the Purchase Agreement shall remain unmodified by this Addendum.

15. Seller and Buyer shall execute a *Disclosure Statement: Seller's Disclosure Alternatives* with the "Waiver" section completed.
16. Seller remains obligated to make "Other Required Disclosures" in the *Disclosure Statement: Seller's Disclosure Alternatives*.
17. Except for "Other Required Disclosures," Buyer acknowledges that Seller has not made any oral or written representations
18. regarding the condition of the Property subject to this Purchase Agreement. By accepting delivery of the deed at closing,
19. Buyer will be deemed to have accepted the condition of the Property subject to this Purchase Agreement as satisfactory
20. to Buyer, and Seller shall have no liability with respect to the condition of such Property. Buyer waives any claims
21. related in any way to the condition of the Property.

22. **WARNING: THIS ADDENDUM WILL AFFECT THE LEGAL RIGHTS OF BUYER**
23. **AND SELLER. BUYER AND SELLER ARE STRONGLY ENCOURAGED TO OBTAIN**
24. **LEGAL ADVICE BEFORE AGREEING TO THIS ADDENDUM.**

25. Patrick Fogel 09/22/2019
(Seller) (Date)

Results Realtor Group, In
(Buyer) (Date)

26. _____
(Seller) (Date)

Lawrence M. Eberhard
9/18/2019 8:49:57 PM CDT
(Buyer) (Date)

27. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
28. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN:APA:AI (8/19)



DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

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1. Page 1

2.

ARBITRATION DISCLOSURE

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or
4. enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, **you give up your right to go to court for claims over \$15,000.**

6. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on
7. page two (2), you agree to the following:

8. (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the
9. applicable conciliation court; and

10. (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration
11. System ("Arbitration System") administered by National Center for Dispute Settlement ("NCDS") and endorsed
12. by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is enforceable only
13. if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The
14. ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your *Purchase Agreement* will still**
15. **be valid whether or not you sign the ARBITRATION AGREEMENT.**

16. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not
17. government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS and
18. the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.

19. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding
20. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims
21. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under
22. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to
23. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that
24. regulates the real estate profession, about licensee compliance with state law.

25. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial
26. court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation
27. court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate
28. disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to
29. appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

30. **A request for arbitration must be filed within 24 months of the date of the closing on the property or else the**
31. **claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation**
32. **period provided herein.**

33. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS.
34. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator
35. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request
36. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,
37. architecture, engineering, construction or other related fields.

38. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance.
39. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five (5) days
40. advance notice to the other party and to NCDS. Each party may present evidence, including documents or testimony
41. by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be
42. in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties'
43. agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an
44. award. The arbitrator may require the party who does not prevail to pay the administrative fee.

45. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview**
46. **of the Arbitration System rules.** For specific information regarding the administrative fee, please see the Fee Schedule
47. located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 727-8119
48. or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions about arbitration, call NCDS
49. at (866) 727-8119 or consult a lawyer.

DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

50. Page 2

51. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**
52. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**

53. RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

54. For the property located at 2242 1st Street

55. City of North Saint Paul, County of Ramsey

56. State of Minnesota, Zip Code 55109-3211

57. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
58. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
59. dated September 19th 2019, including claims of fraud, misrepresentation, warranty and negligence, shall
60. be settled as specified in the Arbitration Disclosure above. National Center for Dispute Settlement shall be the arbitration
61. service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of
62. REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect
63. at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one
64. (1). This Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement
65. is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
66. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
67. broker shall bind the broker and all licensees of that broker.

68.  Patrick Fogel 09/22/2019
(Seller's Signature) (Date)
09/22/2019 2:53:29 PM CDT

69. Patrick Fogel
(Seller's Printed Name)

 Lawrence M Eberhard
(Buyer's Signature) (Date)
09/22/2019 2:53:29 PM CDT

Results Realtor Group, Inc - Lawrence M. Eberhard
(Buyer's Printed Name)

70. _____
(Seller's Signature) (Date)

(Buyer's Signature) (Date)

71. _____
(Seller's Printed Name)

(Buyer's Printed Name)

72.  Benjamin J Fritz 09/22/2019
(Licensee Representing or Assisting Seller) (Date)
09/22/2019 10:35:04 AM CDT

73. RE/MAX Prodigy
(Company Name)

 Lawrence M Eberhard
(Licensee Representing or Assisting Buyer) (Date)
09/22/2019 10:35:04 AM CDT

Keller Williams Realty
(Company Name)

74. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**
75. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**



DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Date September 19th, 2019
2. Page 1 of 5 pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED AND MADE A
4. PART OF THIS DISCLOSURE

5. Property located at 2242 1st Street 55109,
6. City of North Saint Paul, County of Ramsey,
7. State of Minnesota, Zip Code 55109 ("Property").

8. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes
9. 513.52 through 513.60. **To comply with the statute, Seller must provide either a written disclosure to the**
10. **prospective Buyer (see Disclosure Statement: Seller's Property Disclosure Statement) or satisfy one of the**
11. **following two options.** Disclosures made here, if any, are not a warranty or guarantee of any kind by Seller or
12. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or
13. warranties the party(ies) may wish to obtain.

14. **(Select one option only.)**

15. 1) ☐ **QUALIFIED THIRD-PARTY INSPECTION:** Seller shall provide to prospective Buyer a written report that
16. discloses material information relating to the real Property that has been prepared by a qualified third party.
17. "Qualified third party" means a federal, state, or local governmental agency, or any person whom Seller or
18. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice
19. for the type of inspection or investigation that has been conducted by the third party in order to prepare the
20. written report.

21. **Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information**
22. **that is included in a written report, or material facts known by Seller that are not included in the**
23. **report.**

24. The inspection report was prepared by _____
25. _____, and dated _____.

26. Seller discloses to Buyer the following material facts known by Seller that contradict any information included
27. in the above referenced inspection report.

28. _____
29. _____
30. _____

31. Seller discloses to Buyer the following material facts known by Seller that are not included in the above
32. referenced inspection report.

33. _____
34. _____
35. _____

36. 2) ☒ **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing. Seller
37. and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. **NOTE:** If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under
39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller
40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any
41. intended use of the Property, other than those disclosure requirements created by any other law.
42. Seller is not obligated to update Buyer on any changes made to material facts of which Seller is aware that could
43. adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of the
44. Property that occur, other than those disclosure requirements created by any other law.

45. **Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit, or**
46. **abridge any obligation for Seller disclosure created by any other law.**

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

47. Page 2

48. Property located at 2242 1st Street 55109 North Saint Paul MN 55109-3211.
49. **OTHER REQUIRED DISCLOSURES:**
50. **NOTE:** In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also
51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.
52. Additionally, there may be other required disclosures by federal, state, local, or other governmental entities
53. that are not listed below.
54. **A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (A subsurface sewage treatment system
55. disclosure is required by MN Statute 115.55.) *(Check appropriate box.)*
56. Seller ☐ **DOES** ☒ **DOES NOT** know of a subsurface sewage treatment system on or serving the above-described
57. *(Check one.)*
58. real Property. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement: Subsurface Sewage Treatment System*.)
59. ☐ There is a subsurface sewage treatment system on or serving the above-described real Property.
60. *(See Disclosure Statement: Subsurface Sewage Treatment System.)*
61. ☐ There is an abandoned subsurface sewage treatment system on the above-described real Property.
62. *(See Disclosure Statement: Subsurface Sewage Treatment System.)*
63. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 103I.235.)
64. *(Check appropriate box(es).)*
65. ☒ Seller does not know of any wells on the above-described real Property.
66. ☐ There are one or more wells located on the above-described real Property. *(See Disclosure Statement: Well.)*
67. ☐ This Property is in a Special Well Construction Area.
68. ☐ There are wells serving the above-described Property that are not located on the Property.
69. Comments: _____
70. _____
71. **C. VALUATION EXCLUSION DISCLOSURE:** (Required by MN Statute 273.11, Subd. 18)
72. There ☐ **IS** ☒ **IS NOT** an exclusion from market value for home improvements on this Property. Any valuation
73. *(Check one.)*
74. exclusion shall terminate upon sale of the Property, and the Property's estimated market value for property tax purposes
75. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax consequences.
76. Additional comments: _____
77. _____
78. **D. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
79. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
80. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.
81. Seller represents that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation,
82. *(Check one.)*
83. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall survive the closing of any transaction involving the Property described here.
84. **NOTE:** If the above answer is "**IS**," Buyer may be subject to income tax withholding in connection with the
85. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
86. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.
87. If the above answer is "**IS NOT**," Buyer may wish to obtain specific documentation from Seller ensuring
88. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
89. Revenue Code.
90. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
91. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**
92. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**
93. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**

MN:DS:SDA-2 (8/19)

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

94. Page 3

95. Property located at 2242 1st Street 55109 North Saint Paul MN 55109-3211

96. **E. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

97. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

98. ☒ Seller is not aware of any methamphetamine production that has occurred on the Property.

99. ☐ Seller is aware that methamphetamine production has occurred on the Property.

100. (See Disclosure Statement: Methamphetamine Production.)

101. **F. RADON DISCLOSURE:**

102. (The following Seller disclosure satisfies MN Statute 144.496.)

103. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL
104. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having
105. the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily
106. be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

107. Every buyer of any interest in residential real property is notified that the property may present exposure to
108. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
109. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading
110. cause overall. The seller of any interest in residential real property is required to provide the buyer with any
111. information on radon test results of the dwelling.

112. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
113. Department of Health's publication entitled **Radon in Real Estate Transactions**, which is attached hereto and
114. can be found at www.health.state.mn.us/communities/environment/air/radon/radonre.html.

115. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts
116. pertaining to radon concentrations in the Property, is liable to the Buyer. A buyer who is injured by a violation of MN
117. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by
118. the court. Any such action must be commenced within two years after the date on which the buyer closed the
119. purchase or transfer of the real Property.

120. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual
121. knowledge.

122. (a) Radon test(s) ☐ HAVE ☒ HAVE NOT occurred on the Property.
----- (Check one.) -----

123. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** Seller shall attach the most
124. current records and reports pertaining to radon concentration within the dwelling:

125. _____

126. _____

127. _____

128. (c) There ☐ IS ☒ IS NOT a radon mitigation system currently installed on the Property.
----- (Check one.) -----

129. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system
130. description and documentation.

131. _____

132. _____

133. _____

134. **G. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
135. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
136. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
137. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

138. Page 4

139. Property located at 2242 1st Street 55109 North Saint Paul MN 55109-3211

140. **H. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

141. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping
142. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the
143. sale of the home.

144. **I. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect many
145. homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the
146. home.

147. Examples of exterior moisture sources may be

- 148. • improper flashing around windows and doors,
- 149. • improper grading,
- 150. • flooding,
- 151. • roof leaks.

152. Examples of interior moisture sources may be

- 153. • plumbing leaks,
- 154. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 155. • overflow from tubs, sinks, or toilets,
- 156. • firewood stored indoors,
- 157. • humidifier use,
- 158. • inadequate venting of kitchen and bath humidity,
- 159. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 160. • line-drying laundry indoors,
- 161. • houseplants—watering them can generate large amounts of moisture.

162. In addition to the possible structural damage water intrusion may do to the Property, water intrusion may also result
163. in the growth of mold, mildew, and other fungi. Mold growth may also cause structural damage to the Property.
164. Therefore, it is very important to detect and remediate water intrusion problems.

165. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.
166. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,
167. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.

168. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
169. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having
170. the Property inspected for moisture problems before entering into a purchase agreement or as a condition of your
171. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the
172. Property.

173. **J. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
174. offender registry and persons registered with the predatory offender registry under MN Statute 243.166
175. may be obtained by contacting the local law enforcement offices in the community where the property is
176. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections
177. web site at www.corr.state.mn.us.

MN:DS:SDA-4 (8/19)

DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES

178. Page 5

179. Property located at 2242 1st Street 55109 North Saint Paul MN 55109-3211

180. K. SELLER'S STATEMENT:

181. *(To be signed at time of listing.)*

182. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
 183. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the
 184. Property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a
 185. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a
 186. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is
 187. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must
 188. provide a copy to the prospective buyer.

189. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party
 190. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware
 191. that could adversely and significantly affect the Buyer's use or enjoyment of the Property or any intended use of
 192. the Property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment to*
 193. *Disclosure Statement* form.

194. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose
 195. and will NOT disclose any new or changed information regarding facts.

196. **OTHER REQUIRED DISCLOSURES (Sections A-F):** Whether Seller has elected a Qualified-Third Party Inspection
 197. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required
 198. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*
 199. *Disclosure* form.

200.  Patrick Fogel 09/22/2019
 (Seller) (Date) (Seller) (Date)

201. L. BUYER'S ACKNOWLEDGEMENT:

202. *(To be signed at time of purchase agreement.)*

203. I/We, the Buyer(s) of the Property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to
 204. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have
 205. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of
 206. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute
 207. for any inspections or warranties the party(ies) may wish to obtain.

208. The information disclosed is given to the best of the Seller's knowledge.

209. Results Realtor Group, Inc
 (Buyer) (Date) (Buyer) (Date)

210.  Lawrence M Eberhard
 211. 09/22/2019 2:33:30 PM CDT
**LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE
 NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

MN:DS:SDA-5 (8/19)



Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless **radioactive gas** that can seep into homes from the soil. When inhaled, its radioactive particles can damage the lungs. Long-term exposure to radon can lead to **lung cancer**. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L (picocuries per liter) action level. Whether a home is old or new, **any home can have high levels of radon**.

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. **Before signing a purchase agreement to sell or transfer residential real property**, the seller shall provide this publication and shall disclose in writing to the buyer:

1. whether a radon test or tests have occurred on the property
2. the most current records and reports pertaining to radon concentrations within the dwelling
3. a description of any radon levels, mitigation, or remediation
4. information on the radon mitigation system, if a system was installed
5. a radon warning statement

Radon Facts

How dangerous is radon? Radon is the number one cause of lung cancer in non-smokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

Where is your greatest exposure to radon? For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

What is the recommended action based on my results? If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk.

Radon Warning Statement

"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling".

Radon Testing

Any test lasting less than three months requires **closed-house conditions**. This means keep all windows and doors closed, except for normal entry and exit.

Before testing: Begin closed-house conditions at least 12 hours before the start of the radon test.

During testing: Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test.

Where should the test be conducted? Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished.

Place the test kit:

- twenty inches to six feet above the floor
- in a location where it won't be disturbed
- at least three feet from exterior walls
- not in enclosed areas or areas of high heat or humidity
- four inches away from other objects

How are radon tests conducted in real estate transactions?

There are special protocols for radon testing in real estate transactions. Here are the two most common.

Continuous Radon Monitor

This test is completed by a licensed radon measurement professional with a calibrated CRM for a minimum of 48 hours. The data is analyzed to ensure a valid test. A report is generated by the measurement professional.

Simultaneous Short-Term Testing

Two short-term test kits are used at the same time, placed 4 inches apart, for a minimum of 48 hours. Test kits are sent to the lab for analysis. The lab generates a report. The two test results are averaged to get the radon level.

All radon tests should be conducted by a licensed professional. This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these licensed radon measurement professionals can be found at MDH's Radon web site.

Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a nationally certified and MDH-listed radon mitigation professional.

Radon mitigation is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a radon mitigation system is to reduce the indoor radon levels to below the action level. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system is often able to reduce the annual average radon level to below 2.0 pCi/L. The cost of a radon mitigation system averages \$1,200 to \$2,500.

After a radon mitigation system is installed perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This short-term test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

Radon Information on the Web:
www.health.state.mn.us/radon

Last Updated 1/2019

MDH Indoor Air Unit
 PO Box 64975
 St Paul, MN 55164-0975
 651-201-4601
 800-798-9050

health.indoorair@state.mn.us



ADDENDUM TO PURCHASE AGREEMENT: DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Date September 19th, 2019
2. Page 1

3. Addendum to Purchase Agreement between parties, dated September 19th 2019, pertaining to
4. the purchase and sale of the Property at 2242 1st Street
5. North Saint Paul MN 55109-3211

6. Lead Warning Statement

7. *Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified*
8. *that such property may present exposure to lead from lead-based paint that may place young children at risk of*
9. *developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including*
10. *learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also*
11. *poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide*
12. *the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's*
13. *possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible*
14. *lead-based paint hazards is recommended prior to purchase.*

15. Seller's Disclosure (Check one.)

16. ☒ Seller has no knowledge of, or records or reports relating to, lead-based paint and/or lead-based paint hazards
17. in the housing.
18. ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing and has provided Buyer
19. with all available details, records, and reports, if any, pertaining to lead-based paint and/or lead-based paint hazards
20. in the housing. (Please explain and list documents below.):
21. _____
22. _____
23. _____

24. Buyer's Acknowledgment

25. Buyer has received copies of all information listed above, if any.
26. Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.
27. Buyer has: (Check one.)
28. ☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
29. lead-based paint hazards; or
30. ☐ Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for
31. the presence of lead-based paint and/or lead-based paint hazards.
32. If checked, this contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
33. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
34. shall be completed within ☐ **TEN (10)** ☐ _____ Calendar Days after Final Acceptance of the Purchase
35. Agreement. (Check one.)

ADDENDUM TO PURCHASE AGREEMENT: DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

36. Page 2

37. Property located at 2242 1st Street North Saint Paul MN 55109-3211.
38. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect,
39. unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee
40. representing or assisting Seller, within three (3) Calendar Days after the assessment or inspection is timely
41. completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk
42. assessment or inspection report. If Buyer and Seller have not agreed in writing within three (3) Calendar Days
43. after delivery of the written list of required corrections that:
44. (A) some or all of the required corrections will be made; or
45. (B) Buyer waives the deficiencies; or
46. (C) an adjustment to the purchase price will be made;
47. this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
48. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. It is
49. understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that
50. Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee representing or
51. assisting Seller of the waiver or removal, in writing, within the time specified.

52. Real Estate Licensee's Acknowledgment

53. Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware of licensee's
54. responsibility to ensure compliance.

55. Certification of Accuracy

56. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information
57. provided by the signatory is true and accurate.

58. <u>AuthentiSIGN</u> <u>09/22/2019</u> <u>Patrick Fogel</u> (Seller) (Date) 9/22/2019 2:33:31 PM CDT	Results Realtor Group, Inc <u>AuthentiSIGN</u> (Date) <u>Lawrence M Eberhard</u> 9/18/2019 8:50:44 PM CDT
59. _____ (Seller) (Date)	_____ (Buyer) (Date)
60. <u>AuthentiSIGN</u> <u>09/22/2019</u> <u>Benjamin J Fritz</u> (Real Estate Licensee) (Date) 9/22/2019 10:35:45 AM CDT	<u>AuthentiSIGN</u> <u>09/18/2019</u> <u>Lawrence M Eberhard</u> (Real Estate Licensee) (Date) 9/18/2019 1:50:55 PM CDT

TLX:SALE-2 (8/19)



EARNEST MONEY RECEIPT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Date September 19th, 2019
2. Time _____

3. Buyer's licensee representing or assisting Buyer represents that he/she has in his/her possession earnest money in
4. the amount of \$ 2,500.00 , check number _____ ,
5. related to the Purchase Agreement dated _____ , for the property located at
6. 2242 1st Street
(Street)
7. North Saint Paul MN 55109-3211
(City/State/Zip)

8. Buyer's licensee representing or assisting Buyer will deliver the earnest money pursuant to the above-referenced
9. Purchase Agreement, but to be returned to Buyer if Purchase Agreement is not accepted by Seller.

10. Buyer and Licensee Representing or Assisting Buyer Information:

11. Results Realtor Group, Inc. 
(Buyer's Name(s)) 9/18/2019 8:50:58 PM CDT

12. 
(Buyer's Licensee Representing or Assisting Buyer) 9/18/2019 8:50:58 PM CDT

MN:EMR (8/19)

Agenda Information Memorandum
North St. Paul City Council
October 1, 2019

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: City Business

Subject:

Commission Agreement – City of North St. Paul (“Seller”) and IP3 AF Properties, LLC. (“Buyer”) – Anchor Crossings – SEQ of McKnight Road and Highway 36, North St. Paul, MN

Commission Agreement – City of North St. Paul (“Seller”) and Kwik Trip, Inc. (“Buyer”) – Anchor Crossings – SEQ of McKnight Road and Highway 36, North St. Paul, MN

To: Honorable Mayor and City Council

Background/Facts:

- City staff has begun negotiating the sale of two commercial properties at the Anchor North site with broker assistance provided by Colliers International MN, LLC.
- Upon sale of the properties these agreements would provide for a 5% commission to the broker for their provided services.

Recommendation: It is recommended the City Council authorize city staff to execute the commission agreements with Colliers as specified in the attached copies.

Attachments:

Commission agreements

Respectfully submitted,

/s/ SD by mm

Scott Duddeck
City Manager



September 15, 2019

Scott Duddeck
City of North St. Paul
2400 Margaret Street
North St. Paul, MN 55109
Scott.duddeck@ci.north-saint-paul.mn.us

Re: Commission Agreement – City of North St. Paul (“Seller”) and IP3 AF Properties, LLC. (“Buyer”) – Anchor Crossings – SEQ of McKnight Road and Highway 36, North St. Paul, MN - Approximately +/-2 acres (“Premises”)

Dear Scott:

This letter acknowledges our formal registration and commission understanding regarding COLLIERS INTERNATIONAL MN, LLC. – Ted Gonsior/Bill Ritter (“Broker”) services provided in the sale for the above referenced Premises between Buyer and Seller.

In the event, you as Seller, close on a sale to Buyer for the above referenced Premises (or any portion thereof), then you as Seller agree to pay a total commission equal to five percent (5%) of the sale price to Broker. This commission shall be due and payable to Broker at closing.

This registration shall remain in effect for a period of up to and including one year. If discussions or negotiations continue beyond the registration period, or break off but are subsequently reopened, then in either event registration shall continue.

Please indicate your understanding and acceptance of the aforementioned terms by executing a copy of this letter in the place provided and return the same to my attention.

Sincerely,

Ted Gonsior
Colliers International
(952) 897-7744

AGREED AND ACCEPTED

Broker: Colliers International MN, LLC

Seller: City of North St. Paul

By: _____

By: _____

Date: _____

Date: _____



September 15, 2019

Scott Duddeck
City of North St. Paul
2400 Margaret Street
North St. Paul, MN 55109
Scott.duddeck@ci.north-saint-paul.mn.us

Re: Commission Agreement – City of North St. Paul (“Seller”) and Kwik Trip, Inc. (“Buyer”) – Anchor Crossings – SEQ of McKnight Road and Highway 36, North St. Paul, MN - Approximately +/-3 acres (“Premises”)

Dear Scott:

This letter acknowledges our formal registration and commission understanding regarding COLLIERS INTERNATIONAL MN, LLC. – Ted Gonsior/Bill Ritter (“Broker”) services provided in the sale for the above referenced Premises between Buyer and Seller.

In the event, you as Seller, close on a sale to Buyer for the above referenced Premises (or any portion thereof), then you as Seller agree to pay a total commission equal to five percent (5%) of the sale price to Broker. This commission shall be due and payable to Broker at closing.

This registration shall remain in effect for a period of up to and including one year. If discussions or negotiations continue beyond the registration period, or break off but are subsequently reopened, then in either event registration shall continue.

Please indicate your understanding and acceptance of the aforementioned terms by executing a copy of this letter in the place provided and return the same to my attention.

Sincerely,

Ted Gonsior
Colliers International
(952) 897-7744

AGREED AND ACCEPTED

Broker: Colliers International MN, LLC

Seller: City of North St. Paul

By: _____

By: _____

Date: _____

Date: _____

Agenda Information Memorandum
North St. Paul City Council
October 1, 2019

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: City Business

Subject: Membership with the Ramsey Washington Suburban Cable Commission (RWSCC)

To: Honorable Mayor and City Council

Background/Facts:

City Council has asked for a discussion about our continued membership with the Ramsey Washington Suburban Cable Commission (RWSCC), of which we've been a member of since the 1980's. City staff has prepared a variety of materials surrounding the matter.

From a high level, the franchise agreement we have with Comcast affords them the ability to operate in our rights of way to distribute cable television. The current franchise agreement between Comcast and RWSCC is 20 years old and was meant to expire four years ago. It currently has been extended until February 2020. There is a regulated franchise fee, of 5% of revenue that we charge to allow Comcast this opportunity.

In addition, Comcast distributes a PEG (Public, Education, Government) Grants to the Cable Commission, on our behalf, that allows the Cable Commission to provide and develop content for our residents that have cable. The agreement requires Comcast subscribers in the RWSCC communities to pay a fee for PEG programming. RWSCC subscribers pay an additional \$5.33 a month on their cable bill to sustain the PEG operations of the RWSCC. PEG dollars are to be used for equipment only. They paid for most of our City Council Chambers upgrade. This also pays for the facility/equipment on Bellaire Ave., as well as their mobile equipment that is used for our annual Parade.

Comcast has been in renewal negotiations with RWSCC for three years with no immediate end in sight in the near future. As we all know, the environment around communication with our residents and businesses is changing. City Council should consider the value of continued participation in the cable commission as it is currently configured.

RWSCC

The mission of the RWSCC is monitor operation of cable system, franchise agreement management, operating grant for PEG Services and insuring reasonable cable rates and service. North Saint Paul consists of about 8.93% of the total customer base within the Cable Commission. The number of customers in North Saint Paul is 1788+/-range, and declining. For 2018, the revenue produced from the franchise fee by North Saint Paul's customers was \$115,400. This amount is directly distributed to the Cable Commission, per our Joint Powers Agreement. After the Cable Commission sets a budget, they take the necessary operating costs from the revenue they receive from Comcast for North Saint Paul. In 2018, this amount was approximately \$29,753. The rest, \$85,647, was distributed back to the City, where we absorb it into the general fund.

With regard to the PEG fee, the current amount collected is \$5.33/month, or \$63.96 per year per customer. For North Saint Paul in 2018, this amount was \$5.02/month, \$60.24 per year per customer, with a total amount collected of approximately \$118,311 in North Saint Paul. In 2018, the total amount collected by the Cable Commission was approximately \$1,307,603.

Through the franchise agreement, the City does receive access to FREE use of the Institutional-Network (I-Net) however, we do not use or need this access as we utilize our own fiber connections to access the internet and the City of Roseville for our IT services. Comcast has indicated in discussions with RWSCC and other Cable Commissions that the free access/use of the I-Net is something Comcast will no longer be offering.

Litigation and Legal Costs

The Cable Commission has had legal costs associated with it. One is a legal contest with the City of Maplewood after they withdrew from the Commission. After they left, the RWSCC withheld their annual franchise fee. The City of Maplewood sued to recover this lost payment and the court agreed. Additionally, the City of Maplewood also felt that because a significant portion of the total customer base for the cable commission was from the City of Maplewood, the City had a legal right to their portion of the fund balance. RWSCC contends the Joint Powers Agreement specifically describes this scenario and the funds are forfeited if the Member chooses to leave. All the same, the Cable Commission had spent around \$65,000 defending this lawsuit against the City of Maplewood in 2017-18.

Secondly, the Cable Commission has also hired legal representation to negotiate with Comcast for 2017-18. The franchise agreement has been extended several times in the past years and is currently extended to February 2020. The legal costs associated with this negotiation continues to grow.

In Shoreview, a concern the City had was would leaving the franchise cut off their residents from the school programs. Comcast has agreed that the school programs were not proprietary to the Cable Commission and they do patch through the school channel to Shoreview residents and will do the same for North Saint Paul should we decide to leave the commission.

Conclusion

There is a lot to consider with regards to our future in the Cable Commission. Comcast conducted a survey in 2017 of the RWSCC customer base. We have a copy of that document (200 pages) if anyone wants to read it further. Generally, the survey revealed the cable access channels are rarely watched and even fewer watch these channels on a regular basis.

The ability to produce programming has become more readily available to the average person. They can film something on their phone and upload it to You Tube faster than it would take them to drive to the RWSCC production studio. Admittedly, that example may not be fair to the sophistication of producing a television show, but the sentiment is right in that technology has afforded everyone the ability to communicate with the world via the internet in high definition video. The question then becomes, are we getting the best bang for our buck being a part of the Cable Commission? Should we be asking the Cable Commission to provide different services? Do they have that drive and ability? What are other cable commissions doing that is different?

The one clear answer is that they cannot continue to provide the status quo service. It's benefiting very few in North Saint Paul at a high cost. Cable appears to be an outdated service with a dwindling revenue stream for us. There are more and more options for content delivery through the internet. It is very likely

that in coming years, the number of North Saint Paul residents with cable television will continue to decline.

Should the City of North Saint Paul decide to withdraw from the Commission, we must file a written notice with the commission secretary by October 15th giving notice of withdrawal effective December 31, 2019; and our membership shall continue until the effective date of withdrawal. This must be done in order to prevent financial obligation in the upcoming year.

If the decision is to leave the commission staff is confident in the ability to provide content through multiple different media platforms with a vendor to be determined. Staff also feels this would be a cost savings to our residents and a revenue enhancement to the city.

Staff has met with Comcast regarding direct negotiation of a 10 year Cable Franchise Agreement. The proposed agreement with Comcast and the City of North Saint Paul would provide for a 5% Franchise Fee and a 2% PEG Fee.

Recommendation: It is recommended the City Council adopt a resolution of the City of North St. Paul's intent to withdraw from the RWSCC JPA; authorize staff to provide written notice to the Secretary of the RWSCC Commission by October 15, 2019, with an effective date of withdrawal of December 31, 2019; and adopt an ordinance authorizing the City of North St. Paul to enter into an individual franchise agreement with Comcast Cable.

Attachments:

Resolution authorizing withdrawal from RWSCC

Draft Ordinance of Franchise Agreement with Comcast Cable

Respectfully submitted,

/s/ SD by mm

Scott Duddeck
City Manager

RESOLUTION NO. _____

CITY OF NORTH SAINT PAUL
RAMSEY COUNTY, MINNESOTA

**RESOLUTION APPROVING WITHDRAWAL FROM THE
RAMSEY/WASHINGTON COUNTY SUBURBAN CABLE COMMUNICATIONS
COMMISSION II JOINT AND COOPERATIVE AGREEMENT FOR THE
ADMINISTRATION OF CABLE COMMUNICATIONS FRANCHISES**

WHEREAS, the City of North Saint Paul [hereinafter: City] entered into the Ramsey/Washington County Suburban Cable Communications Commission II Joint and Cooperative Agreement for the Administration of Cable Communications Franchises [hereinafter: Joint and Cooperative Agreement];

WHEREAS, the City wishes to withdraw from the Joint and Cooperative Agreement in order to pursue franchise negotiations in the best interests of the City;

WHEREAS, the City is aware that Section 2 of the Joint and Cooperative Agreement states the following:

In order to prevent obligation for its financial contribution to the Commission for the ensuing year, a Member shall withdraw from the Commission by filing a written notice with the secretary by October 15 of any year giving notice of withdrawal effective at the end of that calendar year; and membership shall continue until the effective date of withdrawal.

WHEREAS, the City wishes to provide written notice to the secretary of the Commission by October 15, 2019, with an effective date of withdrawal of December 31, 2019, in order to prevent an obligation for financial contribution to the Commission for the year of 2020;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Saint Paul, Minnesota:

1. The City Council finds that withdrawing from the Joint and Cooperative Agreement is in the best interests of the City;
2. The City Manager is authorized and directed to provide the City's notice of withdrawal from the Joint and Cooperative Agreement to the secretary of the Commission by October 15, 2019, with an effective date of withdrawal of December 31, 2019.

PASSED AND DULY ADOPTED by the City Council of the City of North Saint Paul this _____
day of _____, 20__.

Terrence J. Furlong, Mayor

ATTEST:

Scott A. Duddeck, City Manager

CITY OF NORTH ST PAUL, MINNESOTA

ORDINANCE GRANTING A CABLE TELEVISION FRANCHISE

TO

COMCAST OF MINNESOTA, INC.

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ORDINANCE NO. _____

AN ORDINANCE RENEWING THE GRANT OF A FRANCHISE TO COMCAST OF MINNESOTA, INC. TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF NORTH ST PAUL, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR CITY REGULATION AND ADMINISTRATION OF THE CABLE SYSTEM; TERMINATING PRIOR FRANCHISE

RECITALS

The City of North St. Paul, Minnesota (“City”), pursuant to applicable federal and state law, is authorized to grant one (1) or more nonexclusive cable television franchises to construct, operate, maintain and reconstruct cable television systems within the City limits.

Comcast of Minnesota, Inc., a Delaware corporation (“Grantee”) has operated a Cable System in the City, under a cable television franchise granted pursuant to a Cable Television Franchise Ordinance passed on November 29, 1999.

Negotiations between Grantee and the City have been completed and the franchise renewal process followed in accordance with the guidelines established by Minnesota Statutes Chapter 238 and the Cable Act (47 U.S.C. §546).

The City reviewed the legal, technical and financial qualifications of Grantee and has determined that it is in the best interest of the City and its residents to renew the cable television franchise with Grantee.

NOW, THEREFORE, THE CITY OF NORTH ST. PAUL DOES ORDAIN that a franchise is hereby granted to Comcast of Minnesota, Inc., to operate and maintain a Cable System in the City upon the following terms and conditions:

SECTION 1 DEFINITIONS

For the purpose of this Franchise, the following, terms, phrases, words, derivations and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. In the event the meaning of any word or phrase not defined herein is uncertain, the definitions contained in applicable local, state or federal law shall apply.

“Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the City and shall be allocated on a pro rata basis using total Cable Service subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to National Cable Communications and Comcast Spotlight or their successors associated with sales of advertising on the Cable System

within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

“Affiliate” shall mean any Person controlling, controlled by or under common control of Grantee.

“Applicable Laws” means any law, statute, charter, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction (whether temporary, preliminary or permanent), judgment, decree or other order issued, executed, entered or deemed applicable by any governmental authority of competent jurisdiction.

“Basic Cable Service” shall be defined as set forth in applicable law, currently 47 USC § 522(3), as any means any service tier which includes the lawful retransmission of local television broadcast.

“Cable Act” means the Cable Communications Policy Act of 1984, 47 U.S.C. §§ 521 et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992, as further amended by the Telecommunications Act of 1996, as further amended from time to time.

“Cable Service” shall be defined as set forth in applicable law, currently 47 USC § 522(6), as (a) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and b) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. For the purposes of this definition, “video programming” is programming provided by, or generally considered comparable to programming provided by a television broadcast station; and, “other programming service” is information that a cable operator makes available to all Subscribers generally.

“Cable System” or “System” shall have the meaning specified for “Cable System” in the Cable Act. Unless otherwise specified, it shall in this document refer to the Cable System constructed and operated in the City under this Franchise.

“Channel” shall be defined as set forth in applicable law, currently 47 USC § 522(4), as a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as defined by the FCC by regulation.

“City” shall mean the City of North St. Paul, a municipal corporation in the State of Minnesota.

“City Code” means the Municipal Code of the City of North St. Paul, Minnesota, as may be amended from time to time.

“

“Connection” means the attachment of the Drop to the television set of the Subscriber.

“Converter” means an electronic device, including Digital Transport Adapters, which converts signals to a frequency not susceptible to interference within the television receiver of a Subscriber, and by an appropriate Channel selector also permits a Subscriber to view all signals included in the Basic Cable Service tier delivered at designated converter dial locations.

“Council” shall mean the governing body of the City.

“Day” unless otherwise specified shall mean a calendar day.

“Demarcation Point” is the point agreed upon by the Grantee and the City upon which one side is the responsibility of the Grantee, and the other side is the responsibility of the City.

“Drop” shall mean the cable that connects the Subscriber terminal to the nearest feeder cable of the cable.

“Effective Date” shall mean [X].

“FCC” means the Federal Communications Commission, or a designated representative.

“Franchise” shall mean the right granted by this Franchise Ordinance and conditioned as set forth herein.

“Franchise Area” means the entire geographic area within the City as it is now constituted or may in the future be constituted.

“Franchise Fee” shall mean the fee assessed by the City to Grantee, determined in amount as a percentage of Grantee’s Gross Revenues and limited to the maximum percentage allowed for such assessment by federal law. The term Franchise Fee does not include the exceptions noted in 47 U.S.C. §542(g)(2)(A-E).

“GAAP” means generally accepted accounting principles as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”).

“Gross Revenues” means, and shall be construed broadly to include, all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the City. Gross Revenues shall include revenue received by any Affiliate to prevent evasion or avoidance of the obligation under this Franchise to pay Franchise and PEG Fees. Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate and that would otherwise constitute Gross Revenues shall be included for purposes of determining “Gross Revenues.” Except as provided herein, Gross Revenues shall not be net of: (1) any operating expense or other expenditure; (2) any prior actual or claimed overpayment of Franchise or PEG Fees, or (3) any accrual, including, without limitation, for commissions. Gross revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the City;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees, and administrative fees, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees;
- Except as provided in subsection (B) below, any fee, tax, including without limitation, the City's utility tax, or other charge assessed against Grantee by municipality, which Grantee chooses to pass through and collect from its Subscribers; and
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City.

(a) "Gross Revenues" shall not include:

- actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- Public, Educational and Governmental (PEG) Fees; and
- unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues.

Grantee shall allocate fees and revenues generated from bundled packages and services to cable revenues pro rata based on current published rate card for the packaged services delivered on a stand-alone basis as follows:

- i. To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a GAAP methodology that allocates revenue, on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law (for example, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value). The City reserves its right to review and to challenge Grantee's calculations.
- ii. Grantee reserves the right to change the allocation methodologies set forth in this section in order to meet the standards required by governing accounting principles as

promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”). Grantee will explain and document the required changes to the City upon request or as part of any audit or review of franchise fee payments, and any such changes shall be subject to the next subsection below.

iii. Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles (“GAAP”) as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”). Notwithstanding the forgoing, the City reserves its right to challenge Grantee’s calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

“Interactive Services” are those services provided to Subscribers whereby the Subscriber either (a) both receives information consisting of either television or other signal and transmits signals generated by the Subscriber or equipment under his/her control for the purpose of selecting what information shall be transmitted to the Subscriber or for any other purpose or (b) transmits signals to any other location for any purpose.

“Minnesota Cable Communications Act” means the provisions of Minnesota law governing the requirements for a cable television franchise as set forth in Minn. Stat. Ch. 238, as may be amended.

“Normal Business Hours” means those hours during which most similar businesses in City are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours, at least one (1) night per week and/or some weekend hours.

“Normal Operating Conditions” means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

“Pay Service” means programming (such as certain on-demand movie channels or pay-per-view programs) offered individually to Subscribers on a per-channel, per-program or per-event basis.

“PEG” means public, educational and governmental.

“PEG Access Channels” means any channels or portions of channels made available for use by the City for public, educational or governmental programming.

“Person” means any natural person and all domestic and foreign corporations, closely-held corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, businesses, common law trusts, societies and/or any other legal entity.

“Street” shall mean the surface of and the space above and below any public Street, road, highway, freeway, lane, path, trail, public way, alley, court, sidewalk, boulevard, parkway, drive or any easement or right-of-way now or hereafter held by City which shall, within its proper use and meaning in the sole opinion of City, entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, man-holes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to a Cable System.

“Subscriber” means a Person who lawfully receives Cable Service.

“Wireline MVPD” means a multichannel video programming distributor that utilizes the Streets to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, multiple Channels of video programming in the City.

SECTION 2 FRANCHISE

2.1 Grant of Franchise. The City hereby authorizes Grantee to occupy or use the City’s Streets subject to: 1) the provisions of this non-exclusive Franchise to provide Cable Service within the City; and 2) all applicable provisions of the City Code. Nothing in this Franchise shall be construed to prohibit Grantee from: (1) providing services other than Cable Services to the extent not prohibited by Applicable Law; or (2) challenging any exercise of the City’s legislative or regulatory authority in an appropriate forum. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law and no provision herein shall be construed to limit or give up any right to regulate.

2.2 Reservation of Authority. The Grantee specifically agrees to comply with the lawful provisions of the City Code and applicable regulations of the City. Subject to the police power exception below, in the event of a conflict between A) the lawful provisions of the City Code or applicable regulations of the City and B) this Franchise, the express provisions of this Franchise shall govern. Subject to express federal and state preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to the City Code, ordinances or any regulation of City, except in the lawful exercise of City’s police power. Grantee acknowledges that the City may modify its regulatory policies by lawful exercise of the City’s police powers throughout the term of this Franchise. Grantee agrees to comply with such lawful modifications to the City Code; however, Grantee reserves all rights it may have to challenge such modifications to the City Code whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law. Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, including the Right of Way ordinance, or (C) be construed as a waiver or release of the rights of the City in and to the Streets.

2.3 Franchise Term. The term of the Franchise shall be ten (10) years from the Effective Date, unless extended by mutual written consent in accordance with Section 17.7 or terminated sooner in accordance with this Franchise.

2.4 Franchise Area. This Franchise is granted for the Franchise Area defined herein. Grantee shall extend its Cable System to provide Service to any residential unit in the City in accordance with Section 6.8 herein.

2.5 Franchise Nonexclusive. The Franchise granted herein shall be nonexclusive. The City specifically reserves the right to grant, at any time, such additional franchises for a Cable System as it deems appropriate provided, however, such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to Grantee other than as described in Section 17.18. The grant of any additional franchise shall not of itself be deemed to constitute a modification, revocation, or termination of rights previously granted to Grantee. Any additional cable franchise grants shall comply with Minn. Stat. § 238.08 and any other applicable federal level playing field requirements.

2.6 Periodic Public Review of Franchise. Within sixty (60) Days of the third (3rd) and sixth (6th) annual anniversary of the Effective Date of this Franchise, the City may conduct a public review of the Franchise. The purpose of any such review shall be to ensure, with the benefit of full opportunity for public comment, that the Grantee continues to effectively serve the public in the light of new developments in cable law and regulation, cable technology, cable company performance with the requirements of this Franchise, local regulatory environment, community needs and interests, and other such factors. Both the City and Grantee agree to make a full and good faith effort to participate in the review. So long as Grantee receives reasonable notice, Grantee shall participate in the review process and shall fully cooperate. The review shall not operate to modify or change any provision of this Franchise without mutual written consent in accordance with Section 17.7 of this Franchise.

2.7 Transfer of Ownership.

(a) No sale, transfer, assignment or “fundamental corporate change”, as defined in Minn. Stat. § 238.083, of this Franchise shall take place until the parties to the sale, transfer, or fundamental corporate change files a written request with City for its approval, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure an indebtedness.

(b) City may determine that a public hearing is necessary due to potential adverse effect on Grantee’s Subscribers resulting from the sale or transfer.

(c) If a public hearing is deemed necessary pursuant to (b) above, such hearing shall be commenced within thirty (30) Days of such determination and notice of any such hearing shall be given in accordance with local law. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by City.

(d) City shall approve or deny in writing the sale or transfer request. City shall set forth in writing with particularity its reason(s) for denying approval. City shall not unreasonably withhold its approval.

(e) The parties to a sale or transfer of the Franchise only, without the inclusion of the System in which substantial construction has commenced, shall establish that the sale or transfer of only the Franchise will be in the public interest.

(f) Any sale or transfer of stock in Grantee so as to create a new controlling interest in the System shall be subject to the requirements of this Section 2.7. The term “controlling interest” as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.

(g) In no event shall a transfer or assignment of ownership or control be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City.

(h) In accordance with Minn. Stat. § 238.084, Subd. 1(y), the City shall have the right to purchase the System in the event the Franchise or System is proposed to be transferred or sold on the same terms and conditions as the offer pursuant to which transfer notice was provided pursuant to this section. The City shall have thirty (30) days from receipt of an application for consent under this Section 2.7 in which to give notice of its intention to exercise such right.

2.8 Expiration. Upon expiration of the Franchise, the City shall have the right at its own election and subject to Grantee’s rights under Section 626 of the Cable Act to:

- (a) extend the Franchise, though nothing in this provision shall be construed to require such extension;
- (b) renew the Franchise, in accordance with Applicable Laws;
- (c) invite additional franchise applications or proposals;
- (d) terminate the Franchise subject to any rights Grantee has under Section 626 of the Cable Act; or
- (e) take such other action as the City deems appropriate.

2.9 Right to Require Removal of Property. At the expiration of the term for which the Franchise is granted provided no renewal is granted, or upon its forfeiture or revocation as provided for herein, the City shall have the right to require Grantee to remove at Grantee’s own expense all or any part of the Cable System from all Streets and public ways within the Franchise Area within a reasonable time. If Grantee fails to do so, the City may perform the work and collect the cost thereof from Grantee. However, Grantee shall have no obligation to remove the Cable System where it utilizes the system to provide other non-cable services and has any other authority under

applicable law to maintain facilities in the public rights-of-way, or where Grantee is able to find a purchaser of the Cable System who holds such authorization.

2.10 Continuity of Service Mandatory. It shall be the right of all Subscribers to receive all available services insofar as their financial and other obligations to Grantee are honored. In the event that Grantee elects to overbuild, rebuild, modify, or sell the system, or the City revokes or fails to renew the Franchise, Grantee shall make its best effort to ensure that all Subscribers receive continuous uninterrupted service, regardless of the circumstances, while the Franchise remains effective. In the event of expiration, purchase, lease-purchase, condemnation, acquisition, taking over or holding of plant and equipment, sale, lease, or other transfer to any other Person, including any other grantee of a cable communications franchise, the current Grantee shall cooperate fully to operate the system in accordance with the terms and conditions of this Franchise for a temporary period sufficient in length to maintain continuity of service to all Subscribers.

SECTION 3 OPERATION IN STREETS AND RIGHTS-OF-WAY

3.1 Use of Streets.

(a) Grantee may, subject to the terms of this Franchise and the City Code, erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the Streets within the City such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Without limiting the foregoing, Grantee expressly agrees that it will construct, operate and maintain its Cable System in compliance with, and subject to, the requirements of the City Code, including by way of example and not limitation, those requirements governing the placement of Grantee's Cable System; and with other applicable City Codes, and will obtain and maintain all permits and bonds required by the City Code in addition to those required in this Franchise.

(b) All wires, conduits, cable and other property and facilities of Grantee shall be so located, constructed, installed and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic and travel upon, or other use of the Streets of City. Grantee shall keep and maintain all of its property in good condition, order and repair so that the same shall not menace or endanger the life or property of any Person. Grantee shall keep accurate maps and records of all of its wires, conduits, cables and other property and facilities located, constructed and maintained in the City.

(c) All wires, conduits, cables and other property and facilities of Grantee, shall be constructed and installed in an orderly and professional manner. All wires, conduits and cables shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations.

3.2 Construction or Alteration. Grantee shall in all cases comply with applicable sections of the City Code, City resolutions and City regulations regarding the acquisition of permits and/or such other items as may be reasonably required in order to construct, alter or maintain the

Cable System. Grantee shall, upon request, provide information to the City regarding its progress in completing or altering the Cable System.

3.3 Non-Interference. Grantee shall exert its best efforts to construct and maintain a Cable System so as not to interfere with other use of Streets. Grantee shall, where possible in the case of above ground lines, make use of existing poles and other facilities available to Grantee. When residents receiving underground service or who will be receiving underground service will be affected by proposed construction or alteration, Grantee shall provide such notice as set forth in the permit or in City Code of the same to such affected residents.

3.4 Consistency with Designated Use. Notwithstanding the above grant to use Streets, no Street shall be used by Grantee if the City, in its sole opinion, determines that such use is inconsistent with the terms, conditions or provisions by which such Street was created or dedicated, or presently used under Applicable Laws.

3.5 Undergrounding. Grantee shall place underground all of its transmission lines which are located or are to be located above or within the Streets of the City in the following cases:

- (a) all other existing utilities are required to be placed underground by statute, resolution, policy or other Applicable Law;
- (b) Grantee is unable to get pole clearance;
- (c) underground easements are obtained from developers of new residential areas; or
- (d) utilities are overhead but residents prefer underground (undergrounding provided at cost paid by benefitted residents).

If an ordinance is passed which involves placing underground certain utilities including Grantee's cable plant which is then located overhead, Grantee shall participate in such underground project and shall remove poles, cables and overhead wires if requested to do so and place facilities underground. Nothing herein shall mandate that City provide reimbursement to Grantee for the costs of such relocation and removal. However, if the City makes available funds for the cost of placing facilities underground, nothing herein shall preclude the Grantee from participating in such funding to the extent consistent with the City Code or Applicable Laws.

Grantee shall use conduit or its functional equivalent to the greatest extent possible for undergrounding, except for Drops from pedestals to Subscribers' homes and for cable on other private property where the owner requests that conduit not be used. Cable and conduit shall be utilized which meets the highest industry standards for electronic performance and resistance to interference or damage from environmental factors. Grantee shall use, in conjunction with other utility companies or providers, common trenches for underground construction wherever available.

3.6 Maintenance and Restoration.

(a) **Restoration.** In case of disturbance of any Street, public way, paved area or public improvement, Grantee shall, at its own cost and expense and in accordance with the requirements of the City Code restore such Street, public way, paved area or public improvement to substantially the same condition as existed before the work involving such disturbance took place. All requirements of this section pertaining to public property shall also apply to the restoration of private easements and other private property. Grantee shall perform all restoration work within a reasonable time and with due regard to seasonal working conditions, but not to exceed ninety (90) days. If Grantee fails, neglects or refuses to make restorations as required under this section, then the City may do such work or cause it to be done, and the cost thereof to the City shall be paid by Grantee. If Grantee causes any damage to private property in the process of restoring facilities, Grantee shall repair such damage.

(b) **Maintenance.** Grantee shall maintain all above ground improvements that it places on City right-of-way pursuant to the City Code and any permit issued by the City. In order to avoid interference with the City's ability to maintain the right-of-way, Grantee shall provide such clearance as is required by the City Code and any permit issued by the City. If Grantee fails to comply with this provision, and by its failure, property is damaged, Grantee shall be responsible for all damages caused thereby.

(c) **Disputes.** In any dispute over the adequacy of restoration or maintenance relative to this section, final determination shall be the prerogative of the City, Department of Public Works and consistent with the City Code and any permit issued by the City.

3.7 Work on Private Property. Grantee, with the consent of property owners, shall have the authority, pursuant to the City Code, to trim trees upon and overhanging Streets, alleys, sidewalks, and public ways so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the reasonable expense of Grantee.

3.8 Relocation.

(a) **Public Property.** Grantee shall relocate its System and facilities in accordance with the City Code. In addition, if, during the term of the Franchise, the City or any government entity elects or requires a third party to alter, repair, realign, abandon, improve, vacate, reroute or change the grade of any Street, public right-of-way or other public property; or to construct, maintain or repair any public improvement; or to replace, repair install, maintain, or otherwise alter any cable, wire conduit, pipe, line, pole, wire-holding structure, structure, or other facility, including a facility used for the provision of utility or other services or transportation of drainage, sewage or other liquids, for any public purpose, Grantee shall, upon request, except as otherwise hereinafter provided, at its sole expense remove or relocate as necessary its poles, wires, cables, underground conduits, vaults, pedestals, manholes and any other facilities which it has installed. Nothing herein shall mandate that City provide reimbursement to Grantee for the costs of such relocation and removal. However, if the City makes available funds for the cost of placing facilities underground, nothing herein shall preclude the Grantee from participating in such funding to the extent consistent with the City Code or Applicable Laws.

(b) Utilities and Other Franchisees. If, during the term of the Franchise, another entity which holds a franchise or any utility requests Grantee to remove or relocate such facilities to accommodate the construction, maintenance or repair of the requesting party's facilities, or their more efficient use, or to "make ready" the requesting party's facilities for use by others, or because Grantee is using a facility which the requesting party has a right or duty to remove, Grantee shall do so. The companies involved may decide among themselves who is to bear the cost of removal or relocation, pursuant to City Code, and provided that the City shall not be liable for such costs.

(c) Notice to Remove or Relocate. Any Person requesting Grantee to remove or relocate its facilities shall give Grantee no less than forty-five (45) Days' advance written notice to Grantee advising Grantee of the date or dates removal or relocation is to be undertaken; provided, that no advance written notice shall be required in emergencies or in cases where public health and safety or property is endangered.

(d) Failure by Grantee to Remove or Relocate. If Grantee fails, neglects or refuses to remove or relocate its facilities as directed by the City; or in emergencies or where public health and safety or property is endangered, the City may do such work or cause it to be done, and the cost thereof to the City shall be paid by Grantee. If Grantee fails, neglects or refuses to remove or relocate its facilities as directed by another franchisee or utility, that franchisee or utility may do such work or cause it to be done, and if Grantee would have been liable for the cost of performing such work, the cost thereof to the party performing the work or having the work performed shall be paid by Grantee.

(e) Procedure for Removal of Cable. Grantee shall not remove any underground cable or conduit which requires trenching or other opening of the Streets along the extension of cable to be removed, except as hereinafter provided. Grantee may remove any underground cable from the Streets which has been installed in such a manner that it can be removed without trenching or other opening of the Streets along the extension of cable to be removed. Subject to Applicable Law, Grantee shall remove, at its sole cost and expense, any underground cable or conduit by trenching or opening of the Streets along the extension thereof or otherwise which is ordered to be removed by the City based upon a determination, in the sole discretion of the City, that removal is required in order to eliminate or prevent a hazardous condition. Underground cable and conduit in the Streets which is not removed shall be deemed abandoned and title thereto shall be vested in the City.

(f) Movement of Buildings. Grantee shall, upon request by any Person holding a building moving permit, franchise or other approval issued by the City, temporarily remove, raise or lower its wire to permit the movement of buildings. The expense of such removal, raising or lowering shall be paid by the Person requesting same, and Grantee shall be authorized to require such payment in advance. The City shall require all building movers to provide not less than fifteen (15) Days' notice to the cable company to arrange for such temporary wire changes.

SECTION 4 REMOVAL OR ABANDONMENT OF SYSTEM

4.1 Removal of Cable System. In the event that: (1) the use of the Cable System is discontinued for any reason for a continuous period of twelve (12) months; or (2) the Cable System has been installed in a Street without complying with the requirements of this Franchise, Grantee, at its expense shall, at the demand of the City remove promptly from the Streets all of the Cable System other than any which the City may permit to be abandoned in place. In the event of any such removal Grantee shall promptly restore the Street to a condition as nearly as possible to its prior condition the Street or other public places in the City from which the System has been removed. However, Grantee shall have no obligation to remove the Cable System where it utilizes the system to provide other non-cable services and has any other authority under applicable law to maintain facilities in the public rights-of-way, or where Grantee is able to find a purchaser of the Cable System who holds such authorization.

4.2 Abandonment of Cable System. In the event of Grantee's abandonment of the Cable System, City shall have the right to require Grantee to conform to the state right-of-way rules, Minn. Rules, Chapter 7819. The Cable System to be abandoned in place shall be abandoned in the manner prescribed by the City. Grantee may not abandon any portion of the System without having first given three (3) months written notice to the City. Grantee may not abandon any portion of the System without compensating the City for damages resulting from the abandonment.

4.3 Removal after Abandonment or Termination. If Grantee has failed to commence removal of System, or such part thereof as was designated by City, within thirty (30) days after written notice of City's demand for removal consistent with Minn. Rules, Ch. 7819, is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, City shall have the right to apply funds secured by the letter of credit and performance bond toward removal and/or declare all right, title, and interest to the Cable System to be in City with all rights of ownership including, but not limited to, the right to operate the Cable System or transfer the Cable System to another for operation by it.

4.4 City Options for Failure to Remove Cable System. If Grantee has failed to complete such removal within the time given after written notice of the City's demand for removal is given, the City shall have the right to exercise one of the following options:

(a) Declare all right, title and interest to the System to be in the City or its designee with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it; or

(b) Declare the System abandoned and cause the System, or such part thereof as the City shall designate, to be removed at no cost to the City. The cost of said removal shall be recoverable from the security fund, indemnity and penalty section provided for in this Franchise or from Grantee directly.

(c) Upon termination of service to any Subscriber, Grantee shall promptly remove all its facilities and equipment from within the dwelling of a Subscriber who owns such dwelling upon his or her written request, except as provided by Applicable Law. Such

Subscribers shall be responsible for any costs incurred by Grantee in removing the facilities and equipment.

4.5 System Construction and Equipment Standards. The Cable System shall be installed and maintained in accordance with standard good engineering practices and shall conform, when applicable, with the National Electrical Safety Code, the National Electrical Code and the FCC's Rules and Regulations.

4.6 System Maps and Layout. Grantee shall maintain complete and accurate system maps, which shall include trunks, distribution lines, and nodes. Such maps shall include up-to-date route maps showing the location of the Cable System adjacent to the Streets. Grantee shall make all maps available for review by the appropriate City personnel.

SECTION 5 SYSTEM DESIGN AND CAPACITY

5.1 Availability of Signals and Equipment.

(a) The Cable System utilizes a Fiber to the Fiber node architecture, with Fiber Optic cable deployed from Grantee's Headend to Grantee's Fiber nodes, tying into Grantee's coaxial Cable System serving Subscribers. The System is currently passing a minimum of 750 MHz (with a minimum passband of between 50 and 750 MHz) and shall be maintained to provide to Subscribers at least 200 or more activated minimum downstream video Channels, or such comparable video viewing capability as is provided in light of developing technologies and video distribution practices in the future.

(b) The entire System shall be technically capable of transmitting industry-standard digital television signals in a manner and quality consistent with applicable FCC regulations.

(c) Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of the specifications in Section 5.1 (a) and (b) throughout the term of the Franchise with sufficient capability and technical quality to enable the implementation and performance of all the requirements of this Franchise, including the Exhibits hereto, and in a manner which meets or exceeds FCC technical quality standards at 47 C.F.R. § 76 Subpart K, regardless of the particular format in which a Signal is transmitted.

5.2 Equal and Uniform Service. Grantee shall provide access to equal and uniform Cable Service throughout the City to the extent required by applicable law.

5.3 System Specifications.

(a) **System Maintenance.** In all its construction and service provision activities, Grantee shall meet or exceed the construction, technical performance, extension and service requirements set forth in this Franchise.

(b) **Emergency Alert Capability.** At all times during the term of this Franchise, Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with applicable Federal law and regulations including 47 C.F.R., Part 11, and any Minnesota State Emergency Alert System requirements. The City may identify authorized emergency officials for activating the EAS insofar as the City's process is consistent with the Minnesota State Emergency Statewide Plan ("EAS Plan"). The City may also develop a local plan containing methods of EAS message distribution, insofar as the local plan is consistent with Applicable Laws and the EAS Plan.

(c) **Standby Power.** Grantee shall provide standby power generating capacity at the Cable System control center and at all hubs. Grantee shall maintain standby power system supplies, rated at least at two (2) hours' duration, throughout the trunk and distribution networks. In addition, Grantee shall have in place throughout the Franchise term a plan, and all resources necessary for implementation of the plan, for dealing with outages of more than two (2) hours.

(d) **Technical Standards.** The technical standards used in the operation of the Cable System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. The Cable System shall be installed and maintained in accordance with standard good engineering practices and shall conform with the National Electrical Safety Code and all other Applicable Laws governing the construction of the Cable System.

5.4 Performance Testing. Grantee shall perform all system tests at the intervals required by the FCC, and all other tests reasonably necessary to determine compliance with technical standards required by this Franchise.

5.5 Special Testing.

(a) Throughout the term of this Franchise, City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise. In addition, City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding such construction or installation work or pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.

(b) Before ordering such tests, Grantee shall be afforded thirty (30) Days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to

commence special tests and the thirty (30) Days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted at Grantee's expense by Grantee's qualified engineer. The City shall have a right to participate in such testing by having an engineer of City's choosing, and at City's expense, observe and monitor said testing.

SECTION 6 PROGRAMMING AND SERVICES

6.1 Categories of Programming Service. Grantee shall provide video programming services in at least the following broad categories:

- Local Broadcast (subject to federal carriage requirements)
- Public Broadcast
- News and Information
- Sports
- General Entertainment
- Arts/Performance/Humanities
- Science/Technology
- Children/Family/Seniors
- Foreign Language/Ethnic Programming
- PEG Access Programming (to the extent required by the Franchise)
- Movies
- Leased Access

6.2 Changes in Programming Services. Grantee shall provide at least thirty (30) Days' prior written notice to Subscribers and to the City of Grantee's request to effectively delete any broad category of programming or any Channel within its control, including all proposed changes in bandwidth or Channel allocation and any assignments including any new equipment requirements that may occur as a result of these changes.

6.3 Parental Control Device or Capability. Upon request by any Subscriber, Grantee shall make available a parental control or lockout device or functionality that will enable the Subscriber to block all access to any and all Channels without affecting those not blocked. Grantee shall inform Subscribers of the availability of the lockout device or functionality at the time of original subscription and annually thereafter.

6.4 FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall also be available to the City upon request.

6.5 Free Cable Service to Public Buildings.

(a) Throughout the term of this Franchise, Grantee shall provide, free of charge, one (1) service Drop, up to three (3) Converters if necessary, and Digital Starter Service or equivalent service which includes the PEG Channels ("Complimentary Service"), to all of the sites listed on Exhibit A attached hereto. City and Grantee do not waive any rights under Applicable Law regarding Complimentary Service. Should Grantee elect under Applicable Law to begin offsetting the value of Complimentary Service against Franchise

Fees, Grantee shall first provide City with notice in accordance with section 16.1(f) herein before beginning any such offset, and further provided that Grantee shall only offset for Complimentary Service in the event Grantee begins offsetting the value of similar complimentary services provided to other local franchising authorities in the Twin Cities region, and provided that Grantee shall not offset for Complimentary Service provided to schools and public libraries during the term of this Franchise.

(b) If any newly installed Drop line to a building listed on Exhibit A exceeds two hundred (200) feet, Grantee will pay the cost of such Drop up to two hundred (200) feet, with the City or other agency paying the remainder, if the City or other agency provides the necessary attachment point for aerial service or conduit pathway for underground service. If the necessary pathway is not provided, the City or other agency shall pay the incremental cost of such Drop in excess of one hundred fifty (150) feet for an aerial service Drop, or in excess of one hundred twenty-five (125) feet for an underground service Drop. For purposes of this paragraph, "incremental cost" means Grantee's actual cost to provide the Drop beyond the applicable distances, with no mark-up for profit. The recipient of the service will secure any necessary right of entry.

(c) The City or the building occupant shall have the right to extend Cable Service throughout the building to additional outlets without any fees imposed by Grantee for the provision of Complimentary Service to such additional outlets. If ancillary equipment, such as a Converter, is required to receive the signal at additional outlets, Grantee will provide (in addition to the three (3) devices per site free of charge) additional devices at Grantee's lowest residential rate charged within the Twin Cities metropolitan area.

6.6 Limitation on Free Service. Notwithstanding anything to the contrary set forth in this section, Grantee shall not be required to provide Complimentary Service to such buildings unless it is technically feasible. Outlets and maintenance of said Complimentary Service shall be provided free of fees and charges.

6.7 Annexation. Unless otherwise provided by Applicable Law, including the City Code, upon the annexation of any additional land area by City, the annexed area shall thereafter be subject to all the terms of this Franchise upon sixty (60) Days written notification to Grantee of the annexation by City. Unless otherwise required by Applicable Laws, nothing herein shall require the Grantee to expand its Cable System to serve, or to offer Cable Service to any area annexed by the City if such area is then served by another Wireline MVPD franchised to provide multichannel video programming.

6.8 Line Extension.

(a) Grantee shall construct and operate its Cable System so as to provide Cable Service within the Franchise Area where there exists a density equivalent of seven (7) dwelling units per one-quarter (1/4) mile of feeder cable as measured from the nearest active plant of the Cable System if the extension is to be constructed using aerial plant, and nine (9) dwelling units per one-quarter (1/4) mile of feeder cable as measured from the nearest active plant if the extension is to be constructed using underground plant. The City,

for its part, shall endeavor to exercise reasonable efforts to require developers and utility companies to provide the Grantee with at least fifteen (15) Days advance notice of an available open trench for the placement of necessary cable.

(b) Any residential unit located within one hundred twenty-five (125) feet from the nearest point of access on the Street from which the Cable System is designed to serve the site shall be connected to the Cable System at no charge other than the standard installation charge. Grantee shall, upon request by any potential Subscriber residing in City beyond the one hundred twenty-five (125) foot limit, extend service to such Subscriber provided that the Subscriber shall pay the net additional Drop costs, unless the Grantee agrees to waive said costs. To the extent consistent with Applicable Laws, Grantee agrees that it shall impose installation costs for non-standard installations in a uniform and nondiscriminatory manner throughout the City.

6.9 Nonvoice Return Capability. Grantee is required to use cable and associated electronics having the technical capacity for nonvoice return communications.

SECTION 7 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

7.1 Number of PEG Access Channels. Upon the Effective Date of this Franchise, Grantee will make available a minimum of 3 PEG Access Channels in Standard Definition (SD). Grantee shall provide the Access Channels on the Basic Tier or such other most-basic tier of service as may be offered by Grantee in accordance with the Cable Act, Section 611, and as further set forth in this Section 7.

(a) PEG Access Channels and programming may be delivered by City to Grantee in SD or High Definition (HD) format. Grantee shall provide all necessary transmission equipment from the demarcation point and throughout Grantee's distribution system, in order to deliver the PEG Access Channels to Subscribers. Access Channel Signals delivered in HD format to Grantee shall not require Grantee to deliver such HD signals to Subscribers except as set forth in this Section 7.

(b) For purposes of this Franchise, an HD signal refers to a television signal delivering picture resolution of either 720p or greater, or such other resolution in this same range that company utilizes for other similar non-sport, non-movie programming channels on the Cable System, whichever is greater.

7.2 HD PEG Channels.

(a) Upon one hundred and twenty (120) days' written notice from the City, Grantee shall provide SD/HD simulcast capability to one (1) of the PEG Access Channels, which Channel shall be selected by the City. No sooner than twelve (12) months after the Effective Date, in the event the City produces sufficient locally-produced or local interest HD programming to program at least eight (8) hours of programming per week on a second Channel, the Grantee shall, upon one hundred and twenty (120) days' written notice by the City, provide SD/HD simulcast capability to a second SD PEG Access Channel selected by the City. Following implementation of all HD PEG Channels as set forth in this section

7.2(a), the City will have two (2) simulcast SD/HD PEG Channels and one (1) remaining SD PEG Channel.

(b) At such time as 80% of the Grantee's Basic Service tier Channels are provided exclusively in HD format, Grantee shall, upon 120 days' notice by the City, convert the remaining SD PEG Channel to HD. For purposes of calculating the 80% threshold, "on demand" programming and similar programming shall not be considered a Channel even if available to Basic Service tier Subscribers.

(c) The City acknowledges that receipt of an HD format PEG Access Channel may require Subscribers to buy or lease special equipment, or pay additional HD charges applicable to all HD services.

(d) Any costs of end-user equipment associated with the delivery of SD PEG Access channels in HD format beyond the Demarcation Point shall be borne by the City, which may be paid for out of PEG funds.

(e) The City is responsible for acquiring all equipment necessary to produce programming in HD, which may be paid for out of PEG funds.

(f) Grantee shall have the right to use any technology to deploy or deliver HD signals (including selection of compression, utilization of IP and other processing characteristics) so long as it produces signal quality for the consumer that is reasonably comparable (from the viewer's standpoint) and functionally equivalent to similar commercial HD signals carried on the cable system.

7.3 Control of PEG Access Channels. The control and administration of the PEG Access Channels shall rest with the City. The City may delegate, from time to time over the term of this Franchise, such control and administration to various entities as determined in City's sole discretion.

7.4 Transmission of Access Channels. PEG Access Channels may be used for transmission of non-video signals in compliance with Applicable Laws. This may include downstream transmission of data using a protocol such as TCP/IP or current industry standards. Should Grantee develop the capability to provide bi-directional data transmission, spectrum capacity shall be sufficient to allow Subscribers to transmit data to PEG facilities.

7.5 PEG Access Channel Locations.

(a) PEG Access Channels shall be carried on the Basic Cable Service tier as set forth in Section 7.1 herein. Nothing herein precludes the Grantee from charging for equipment needed for Basic Cable Service. Grantee shall initially continue cablecasting programming on the PEG Access Channels on the Cable System on the same Channel designations as such programming is cablecast within the City as of the Effective Date. In no event shall any PEG Access Channel reallocations be made prior to ninety (90) Days written notice to the City by Grantee, except for circumstances beyond Grantee's reasonable control. The PEG Access Channels will be located within reasonable proximity

to other commercial video or broadcast Channels, excluding pay-per-view programming offered by Grantee in the City.

(b) Grantee agrees not to encrypt the PEG Access Channels differently than other commercial Channels available on the Cable System.

(c) Grantee shall make reasonable efforts to minimize channel movements for PEG Access Channels, and shall make reasonable efforts to locate both SD and HD PEG Access Channels in its lineup in a manner that is easily accessible to subscribers. In the event an SD PEG Access Channel is moved, Grantee will pay all reasonable costs or expenses of the City arising out of the Channel move, including but not limited to, reasonable marketing and constituency notification costs, up to a maximum of \$5,000.

7.6 Navigation to PEG Access Channels/Electronic Programming Guide. Grantee agrees that if it utilizes a visual interface on its Cable System for all Channels, the PEG Access Channels shall be treated in a non-discriminatory fashion consistent with Applicable Laws so that Subscribers will have ready access to PEG Access Channels. Within sixty (60) Days of the Effective Date, Grantee will make available to City the ability to place PEG channel programming information on the interactive channel guide via the electronic programming guide (“EPG”) vendor (“EPG provider”) that Grantee utilizes to provide the guide service. Grantee will be responsible for providing the designations and instructions necessary for the PEG Access Channels to appear on the EPG. All costs and operational requirements of the EPG provider shall be the responsibility of the City. City acknowledges that Grantee is not responsible for operations of the EPG provider.

7.7 Ownership of PEG Access Channels. Grantee does not relinquish its ownership of or ultimate right of control over a Channel by designating it for PEG use. A PEG access user – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a Channel position so designated. Grantee shall not exercise editorial control over any public, educational, or governmental use of a Channel position, except Grantee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity in violation of Applicable Law.

7.8 Noncommercial Use of PEG. Only noncommercial uses of the PEG Access Channels shall be permitted. Permitted noncommercial uses of the PEG Access Channels shall include, by way of example and not limitation, the following: (1) the identification of financial supporters of PEG programming similar to what is provided on public broadcasting stations; (2) the solicitation of financial support for the provision of PEG programming by the City or third party users for charitable, educational or governmental purposes; (3) programming offered by accredited, non-profit, educational institutions which may, for example, offer telecourses over a PEG Access Channel; or (4) the delivery of governmental programming, information, or data via a PEG Access Channel.

7.9 Dedicated Fiber Return Lines. In addition to the requirements of section 7.4 above, the Grantee will maintain all existing fiber paths in place as of the Effective Date to facilitate PEG origination/return capacity in the City to allow the origination of PEG programming (video or character generated). Such fiber returns paths are listed in Exhibit B attached hereto. Grantee

shall not be responsible for fiber “replacement” but will handle any damage and all maintenance on the existing fiber. Grantee anticipates, but cannot guarantee, that this will result in minimal fiber expenditures by the City over the Franchise term.

7.10 Interconnection. Grantee shall continue to make the fiber loop known as the PRIMSA Ring available to City until the network equipment servicing the PRIMSA Ring as of the Effective Date is at the end of life. The City can use the PRIMSA Ring to send and receive live and recorded programming for playback. Grantee shall provide City access to the PRIMSA Ring at an agreed upon Demarcation Point. Grantee will provide use of and maintain the PRIMSA Ring free of charge but Grantee will not be obligated to replace network equipment on the PRIMSA Ring or for any equipment on the City’s side of the Demarcation Point.

7.11 Ancillary Equipment. Any ancillary equipment operated by Grantee for the benefit of PEG Access Channels on Grantee’s fiber paths or Cable System, whether referred to switchers, routers or other equipment, will be maintained by Grantee, at no cost to the City or schools for the life of the Franchise. Grantee is responsible for any ancillary equipment on its side of the demarcation point and the City or school is responsible for all other production/playback equipment.

7.12 Universal PEG Tier. The Grantee shall continue providing the Universal PEG Tier free of charge to all Persons receiving such service as of the Effective Date as long as it remains technically and economically possible to provide such service. The Universal PEG Tier shall be continued for the term of the Franchise or until all current recipients discontinue such service, or until such time as Grantee’s Basic Service Tier Channels are provided in HD only. The "Universal PEG Tier" shall mean all SD PEG channels identified in this Franchise or subsequently added pursuant to the Franchise.

7.13 Future Fiber Return Lines for PEG. At such time that the City determines:

(a) that the City desires the capacity to allow Subscribers in the City to receive PEG programming (video or character generated) which may originate from schools, City facilities, other government facilities or other designated facilities (other than those indicated in paragraph 9); or

(b) that the City desires to establish or change a locations from which PEG programming is originated; or

(c) that the City desires to upgrade the Connection to Grantee from an existing signal point of origination,

the City will give Grantee written notice detailing the point of origination and the capability sought by the City. After an agreement to reimburse Grantee for Grantee’s out of pocket time and material costs, Grantee will implement any necessary Cable System changes within a reasonable period of time. Nothing herein prevents the City, or a private contractor retained by the City, from constructing said return fiber.

7.14 Access Channel Carriage.

(a) Grantee shall provide all necessary transmission equipment from the demarcation point and throughout Grantee's distribution system in order to deliver the PEG Access Channels. Any and all costs associated with any modification of the Access Channels or signals after the Access Channels/signals leave the City's designated playback facilities, or any designated playback center authorized by the City shall be borne entirely by Grantee. Grantee shall not cause any programming to override PEG programming on any Access Channel, except by oral or written permission from the City, with the exception of emergency alert signals.

(b) The City may request and Grantee shall provide an additional Access Channel when the cumulative time on all the existing Access Channels combined meets the following standard: whenever one (1) of the Access Channels in use during eighty percent (80%) of the weekdays, Monday through Friday, for eighty percent (80%) of the time during a consecutive three (3) hour period for six (6) weeks running, and there is a demand for use of an additional Channel for the same purpose, the Grantee has six (6) months in which to provide a new, Access Channel for the same purpose; provided that, the provision of the additional Channel or Channels does not require the Cable System to install Converters.

(c) The VHF spectrum shall be used for one (1) of the public, educational, or governmental specially designated Access Channels.

(d) The City or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use.

(e) The Grantee shall monitor the Access Channels for technical quality to ensure that they meet FCC technical standards including those applicable to the carriage of Access Channels, provided however, that the Grantee is not responsible for the production quality of PEG programming productions. The City, or its designee, shall be responsible for the production and quality of all PEG access programming. Grantee shall carry all components of the standard definition of Access Channel including, but not limited to, closed captioning, stereo audio and other elements associated with the programming.

7.15 Access Channel Support.

(a) Effective with the first Subscriber bill after the Effective Date of this Franchise, Grantee shall pay to City a fee equal to 2% of Gross Revenues in support of PEG ("PEG Fee") for the duration of this Franchise, or such lower amount as may be subsequently determined by the City to be sufficient to fund PEG expenditures in accordance with Applicable Law. Payments pursuant to this subsection shall be paid quarterly to the City (or its designated access entity) on the same schedule as the Franchise Fee payments.

(b) The PEG Fee may be used by City to fund PEG expenditures in accordance with Applicable Law.

(c) The PEG Fee is not part of the Franchise Fee and instead falls within one or more of the exceptions in 47 U.S.C. § 542. The PEG Fee may be categorized, itemized,

and passed through to Subscribers as permissible, in accordance with 47 U.S.C. § 542 or other Applicable Laws. Grantee shall pay the PEG Fee to the City quarterly at the same time as the payment of Franchise Fees under Section 16.1 of the Franchise. Grantee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the PEG Fee.

(d) Any PEG Fees owing pursuant to this Franchise which remain unpaid more than thirty (30) Days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum or the prime lending rate published by the Wall Street Journal on the Day the payment was due plus two percent (2%), whichever is greater.

7.16 PEG Technical Quality.

(a) Grantee shall not be required to carry a PEG Access Channel in a higher quality format than that of the Channel Signal delivered to Grantee, but Grantee shall not implement a change in the method of delivery of Access Channels that results in a material degradation of signal quality or impairment of viewer reception of Access Channels, provided that this requirement shall not prohibit Grantee from implementing new technologies also utilized for commercial Channels carried on its Cable System. Grantee shall meet FCC signal quality standards when offering Access Channels on its Cable System and shall continue to comply with closed captioning pass-through requirements. There shall be no significant deterioration in an Access Channels signal from the point of origination upstream to the point of reception downstream on the Cable System.

(b) Within twenty-four (24) hours of a written or e-mailed request from City to the Grantee identifying a technical problem with a Access Channel and requesting assistance, Grantee will provide technical assistance or diagnostic services to determine whether or not a problem with a PEG signal is the result of matters for which Grantee is responsible and if so, Grantee will take prompt corrective action. If the problem persists and there is a dispute about the cause, then the parties shall meet with engineering representation from Grantee and the City in order to determine the course of action to remedy the problem.

7.17 Access Channel Promotion.

At such time as an Access Channel is moved or, relocated or launched in HD, Grantee shall provide a bill message announcing the change upon the written or e-mailed request of the City.

7.18 Change in Technology. In the event Grantee makes any change in the Cable System and related equipment and facilities or in its signal delivery technology, which requires the City to obtain new equipment in order to be compatible with such change for purposes of transport and delivery of the Access Channels, Grantee shall, at its own expense and free of charge to City or its designated entities, purchase such equipment as may be necessary to facilitate the cablecasting of the Access Channels in accordance with the requirements of the Franchise.

7.19 Relocation of Grantee's Headend. In the event Grantee relocates its headend, Grantee will be responsible for replacing or restoring the existing dedicated fiber connections at

Grantee's cost so that all the functions and capacity remain available, operate reliably and satisfy all applicable technical standards and related obligations of the Franchise free of charge to the City or its designated entities.

7.20 Regional Channel Six. Grantee shall make available Regional Channel Six as long as it is required to do so by Applicable Law.

7.21 Compliance with Minnesota Statutes Chapter 238. In addition to the requirements contained in this Section 7 of this Franchise, Grantee and City shall comply with the PEG requirements mandated by Minn. Stat. § 238.084.

SECTION 8 REGULATORY PROVISIONS

8.1 Regulation of Rates and Charges.

(a) **Right to Regulate.** The City reserves the right to regulate rates or charges for any Cable Service within the limits of Applicable Law, to enforce rate regulations prescribed by the FCC, and to establish procedures for said regulation or enforcement.

(b) **Notice of Change in Rates and Charges.** Throughout the term of this Franchise, Grantee shall give the City and all Subscribers within the City at least thirty (30) Days' notice of any intended modifications or additions to Subscriber rates or charges. Nothing in this subsection shall be construed to prohibit the reduction or waiving of rates or charges in conjunction with promotional campaigns for the purpose of attracting Subscribers or users.

(c) **Rate Discrimination Prohibited.** Within any category of Subscribers, Grantee shall not discriminate among Subscribers with regard to rates and charges made for any service based on considerations of race, color, creed, sex, marital or economic status, national origin, sexual preference, except as otherwise provided herein; and for purposes of setting rates and charges, no categorization of Subscribers shall be made by Grantee on the basis of those considerations. Nevertheless, Grantee shall be permitted to establish (1) discounted rates and charges for providing Cable Service to low-income, handicapped, or low-income elderly Subscribers, (2) promotional rates, and (3) bulk rate and package discount pricing.

SECTION 9 BOND

9.1 Performance Bond. Upon the Effective Date of this Franchise and at all times thereafter Grantee shall maintain with City a bond in the sum of \$100,000.00 in such form and with such sureties as shall be acceptable to City, conditioned upon the faithful performance by Grantee of this Franchise and the acceptance hereof given by City and upon the further condition that in the event Grantee shall fail to comply with any law, ordinance or regulation, there shall be recoverable jointly and severally from the principal and surety of the bond, any damages or losses suffered by City as a result, including the full amount of any compensation, indemnification or cost of removal of any property of Grantee, including a reasonable allowance for attorneys' fees and costs (with interest at two percent (2%) in excess of the then prime rate), up to the full amount of the bond, and which bond shall further guarantee payment by Grantee of all claims and liens

against City or any, public property, and taxes due to City, which arise by reason of the construction, operation, maintenance or use of the Cable System.

9.2 **Rights.** The rights reserved by City with respect to the bond are in addition to all other rights the City may have under this Franchise or any other law.

9.3 **Reduction of Bond Amount.** City may, in its sole discretion, reduce the amount of the bond.

SECTION 10 SECURITY FUND

10.1 **Security Fund.** If the City determines that there is an uncured breach by Grantee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise, then Grantee shall, upon written request, establish and provide to the City, as security for the faithful performance by Grantee of all of the provisions of this Franchise, an irrevocable letter of credit from a financial institution satisfactory to the City in the amount of Twenty-five Thousand and No/100 Dollars (\$25,000.00). In no event shall Grantee fail to post a Twenty-five Thousand and No/100 Dollar (\$25,000.00) letter of credit within thirty (30) days receipt of a notice of franchise violation pursuant to this Section 10.1. Failure to post said letter of credit shall constitute a separate material violation of this Franchise, unless the breach is cured within such thirty (30) Day period or longer period allowed under the Franchise. The letter of credit shall serve as a common security fund for the faithful performance by Grantee of all the provisions of this Franchise and compliance with all orders, permits and directions of the City and the payment by Grantee of any claim, liens, costs, expenses and taxes due the City which arise by reason of the construction, operation or maintenance of the Cable System. Interest on this deposit shall be paid to Grantee by the bank on an annual basis. The security may be terminated by the Grantee upon the resolution of the alleged noncompliance. The obligation to establish the security fund required by this paragraph is unconditional. The fund must be established in those circumstances where Grantee disputes the allegation that it is not in compliance, and maintained for the duration of the dispute. If Grantee fails to establish the security fund as required, the City may take whatever action is appropriate to require the establishment of that fund and shall be entitled to an award of its costs, and reasonable attorneys' fees in that action.

10.2 **Withdrawal of Funds.** The irrevocable letter of credit shall permit the City to withdraw funds upon demand (sight draft). Grantee shall not use the security fund for other purposes and shall not assign, pledge or otherwise use this security fund as security for any purpose.

10.3 **Restoration of Funds.** Within ten (10) Days after notice to it that any amount has been withdrawn by the City from the security fund pursuant to 10.4 of this section, Grantee shall deposit a sum of money sufficient to restore such security fund to the required amount.

10.4 **Liquidated Damages.** In addition to recovery of any monies owed by Grantee to City or damages to City as a result of any acts or omissions by Grantee pursuant to the Franchise, City in its sole discretion may charge to and collect from the security fund liquidated damages in the amount of two hundred and fifty dollars (\$250.00) per day for each day, or part thereof, that any Franchise breach for non-compliance occurs or continues.:

10.5 Each Violation a Separate Violation. Each violation of any provision of this Franchise shall be considered a separate violation for which separate liquidated damages can be imposed.

10.6 Maximum 120 Days. Any liquidated damages for any given violation shall be imposed upon Grantee for a maximum of one hundred twenty (120) Days. If after that amount of time Grantee has not cured or commenced to cure the alleged breach to the satisfaction of the City, the City may pursue all other remedies.

10.7 Withdrawal of Funds to Pay Taxes. If Grantee fails to pay to the City any taxes due and unpaid; or fails to repay to the City, any damages, costs or expenses which the City shall be compelled to pay by reason of any act or default of the Grantee in connection with this Franchise; or fails, after thirty (30) Days notice of such failure by the City to comply with any provision of the Franchise which the City reasonably determines can be remedied by an expenditure of the security, the City may then withdraw such funds from the security fund. Payments are not Franchise Fees as defined in Section 16 of this Franchise.

10.8 Procedure for Draw on Security Fund. Whenever the City finds that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford Grantee an opportunity to remedy or dispute the violation. Grantee shall have thirty (30) Days subsequent to receipt of the notice in which to correct the violation before the City may require Grantee to make payment of damages, and further to enforce payment of damages through the security fund. Grantee may, within ten (10) Days of receipt of notice, notify the City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and shall stay the running of the above-described time.

(a) City shall hear Grantee's dispute at a regularly scheduled or specially scheduled Council meeting within sixty (60) days of receipt of written notice of a dispute. Grantee shall have the right to speak and introduce evidence. The City shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination.

(b) If after hearing the dispute, the claim is upheld by the City, then the Grantee shall pay such liquidated damages as may be due and the City may begin to draw from the security fund.

10.9 Time for Correction of Violation. The time for Grantee to correct any alleged violation may be extended by the City if the necessary action to collect the alleged violation is of such a nature or character as to require more than thirty (30) Days within which to perform provided Grantee commences corrective action within fifteen (15) Days and thereafter uses reasonable diligence, as determined by the City, to correct the violation.

10.10 Grantee's Right to Pay Prior to Security Fund Draw. Grantee shall have the opportunity to make prompt payment of any assessed liquidated damages and if Grantee fails to

promptly remit payment to the City, the City may resort to a draw from the security fund in accordance with the terms of this Section 10 of the Franchise.

10.11 Failure to so Replenish Security Fund. If the letter of credit is set to expire prior to expiration of the Franchise, it shall be renewed or replaced prior to its expiration. If the City draws on the letter of credit, the Grantee shall replace or replenish such letter of credit to its full amount within ten (10) Days. If the security fund is not so replaced, City may draw the whole amount thereof and hold the proceeds, without interest, and use the proceeds to pay costs incurred by City in performing and paying for any or all of the obligations, duties and responsibilities of Grantee under this Franchise that are not performed or paid for by Grantee pursuant hereto, including attorneys' fees incurred by the City in so performing and paying. The failure to so replace any security fund may also, at the option of City, be deemed a default by Grantee under this Franchise. The drawing on the security fund by City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.

10.12 Collection of Funds Not Exclusive Remedy. The collection by City of any damages or monies from the security fund shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the security fund, be deemed a waiver of any right of City pursuant to this Franchise or otherwise. Notwithstanding this section, however, should the City elect to impose liquidated damages, that remedy shall remain the City's exclusive remedy for the one hundred twenty (120) Day period set forth in Section 10.6.

SECTION 11 DEFAULT

11.1 Basis for Default. City shall give written notice of default to Grantee if City, in its sole discretion, determines that Grantee has:

- (a) Violated any material provision of this Franchise or the acceptance hereto or any rule, order, regulation or determination of the City, state or federal government, not in conflict with this Franchise;
- (b) Attempted to evade any provision of this Franchise or the acceptance hereof;
- (c) Practiced any fraud or deceit upon City or Subscribers;
- (d) Made a material misrepresentation of fact in the application for or negotiation of this Franchise; or

11.2 Default Procedure. If Grantee fails to cure such default within thirty (30) Days after the giving of such notice (or if such default is of such a character as to require more than thirty (30) Days within which to cure the same, and Grantee fails to commence to cure the same within said thirty (30) Day period and thereafter fails to use reasonable diligence, in City's sole opinion, to cure such default as soon as possible), then, and in any event, such default shall be a substantial breach and City may elect to terminate the Franchise. The City may place the issue of revocation and termination of this Franchise before the governing body of City at a regular meeting. If City decides there is cause or reason to terminate, the following procedure shall be followed:

(a) City shall provide Grantee with a written notice of the reason or cause for proposed termination and shall allow Grantee a minimum of thirty (30) Days subsequent to receipt of the notice in which to correct the default.

(b) Grantee shall be provided with an opportunity to be heard at a public hearing prior to any decision to terminate this Franchise.

(c) If, after notice is given and an opportunity to cure, at Grantee's option, a public hearing is held, and the City determines there was a violation, breach, failure, refusal or neglect, the City may declare by resolution the Franchise revoked and of no further force and effect unless there is compliance within such period as the City may fix, such period may not be less than thirty (30) Days provided no opportunity for compliance need be granted for fraud or misrepresentation.

11.3 Mediation. If the Grantee and City are unable to resolve a dispute through informal negotiations during the period of thirty (30) days following the submission of the claim giving rise to the dispute by one (1) party to the other, then unless that claim has been waived as provided in the Franchise, such claim may be subject to mediation if jointly agreed upon by both parties. Mutually agreed upon Mediation shall stay other enforcement remedies of the parties for a period of ninety (90) days from the date of filing, unless stayed for a longer period by agreement of the Grantee and City. The Grantee and City shall each pay one-half of the mediator's fee and any filing fees. The mediation shall be held in the City unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. Nothing herein shall serve to modify or on any way delay the franchise enforcement process set forth in Section 10 of this Franchise.

11.4 Failure to Enforce. Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of the City to enforce prompt compliance, and City's failure to enforce shall not constitute a waiver of rights or acquiescence in Grantee's conduct.

11.5 Compliance with the Laws.

(a) If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to state laws and rules regarding cable communications not later than one (1) year after they become effective, unless otherwise stated, and shall conform to federal laws and regulations regarding cable as they become effective.

(b) If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms,

provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.

SECTION 12 FORECLOSURE AND RECEIVERSHIP

12.1 Foreclosure. Upon the foreclosure or other judicial sale of the Cable System, Grantee shall notify the City of such fact and such notification shall be treated as a notification that a change in control of Grantee has taken place, and the provisions of this Franchise governing the consent to transfer or change in ownership shall apply without regard to how such transfer or change in ownership occurred.

12.2 Receivership. The City shall have the right to cancel this Franchise subject to any applicable provisions of state law, including the Bankruptcy Act, one hundred twenty (120) Days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) Days, or unless:

(a) Within one hundred twenty (120) Days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults thereunder; and,

(b) Such receiver or trustee, within said one hundred twenty (120) Days, shall have executed an agreement, duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

SECTION 13 REPORTING REQUIREMENTS

13.1 Quarterly Reports. Within forty-five (45) calendar days after the end of each calendar quarter, Grantee shall submit to the City along with its Franchise Fee payment a report showing the basis for computation of such fees prepared by an officer of Grantee showing the basis for the computation of the Franchise Fees paid during that period in a form and substance substantially equivalent to Exhibit C attached hereto. This report shall separately indicate revenues received by Grantee within the City including, but not limited to such items as listed in the definition of “Gross Revenues” at Section 1 of this Franchise.

13.2 Monitoring and Compliance Reports. Upon request, but no more than once a year, Grantee shall provide a written report of any and all FCC technical performance tests for the residential network required in FCC Rules and Regulations as now or hereinafter constituted

13.3 Reports. Upon request of the City and in no event later than thirty (30) Days from the date of receipt of such request, Grantee shall, free of charge, prepare and furnish to the City, at

the times and in the form prescribed, such additional reports with respect to its operation, affairs, transactions, or property, as may be reasonably necessary to ensure compliance with the terms of this Franchise. Grantee and City may in good faith agree upon taking into consideration Grantee's need for the continuing confidentiality as prescribed herein. Neither City nor Grantee shall unreasonably demand or withhold information requested pursuant with the terms of this Franchise.

13.4 Communications with Regulatory Agencies.

(a) Upon written request, Grantee shall submit to City copies of any pleading, applications, notifications, communications and documents of any kind, submitted by Grantee or its Affiliates to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Franchise Area. Grantee shall submit such documents to City no later than thirty (30) Days after receipt of City's request. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency. With respect to all other reports, documents and notifications provided to any federal, State or local regulatory agency as a routine matter in the due course of operating Grantee's Cable System within the Franchise Area, Grantee shall make such documents available to City upon City's written request.

(b) In addition, Grantee and its Affiliates shall within ten (10) Days of any communication to or from any judicial or regulatory agency regarding any alleged or actual violation of this Franchise, City regulation or other requirement relating to the System, use its best efforts to provide the City a copy of the communication, whether specifically requested by the City to do so or not.

SECTION 14 CUSTOMER SERVICE PROVISIONS

14.1 Customer Service Standards. The Grantee shall at all times comply with FCC customer service standards. In addition, the Grantee shall at all times satisfy all additional or stricter customer service requirements as set forth in this Franchise, or as may be set forth in any ordinance or regulation lawfully enacted by the City.

14.2 Response to Customers and Cooperation with City. Grantee shall promptly respond to all requests for service, repair, installation and information from Subscribers. Grantee acknowledges the City's interest in the prompt resolution of all cable complaints and shall work in close cooperation with the City to resolve complaints.

14.3 Definition of "Complaint." For the purposes of Section 14, with the exception of Subsection 14.5, a "complaint" shall mean any communication to Grantee or to the City by a Subscriber or a Person who has requested Cable Service; a Person expressing dissatisfaction with any service, performance, or lack thereof, by Grantee under the obligations of this Franchise.

14.4 Customer Service Agreement and Written Information. Grantee shall provide to Subscribers a comprehensive service agreement and information in writing for use in establishing Subscriber service. Written information shall, at a minimum, contain the following information:

- (a) Services to be provided and rates for such services.
- (b) Billing procedures.
- (c) Service termination procedure.
- (d) Change in service notifications.
- (e) Liability specifications.
- (f) Converter/Subscriber terminal equipment policy.
- (g) Breach of Franchise specification.
- (h) How complaints are handled including Grantee's procedure for investigation and resolution of Subscriber complaints.

14.5 Reporting Complaints. The requirements of this Section 14.4 shall be subject to federal law regarding Subscriber privacy. Grantee shall maintain all Subscriber data available for City inspection. Subscriber data shall include the date, name, address, telephone number of Subscriber complaints as well as the subject of the complaint, date and type of action taken to resolve the complaint, any additional action taken by Grantee or the Subscriber. The data shall be maintained in a way that allows for simplified access of the data by the City.

Subject to federal law and upon reasonable request by the City, Grantee shall, within a reasonable amount of time, provide City with such Subscriber data for its review.

14.6 Customer Service Standards. The City hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. Grantee shall, upon request, which request shall include the reason for the request (such as complaints received or other reasonable evidence of concern), provide City with information which shall describe in detail Grantee's compliance with each and every term and provision of this Section 14.5. Grantee shall comply in all respects with the customer service requirements established by the FCC and those set forth herein. The City reserves the right to enact additional consumer protection laws or requirements to the extent such requirements are not inconsistent with, and preempted by, the FCC's customer service standards.

14.7 Local Office. Grantee shall maintain a convenient local customer service and bill payment location for matters such as receiving Subscriber payments, handling billing questions, equipment replacement and customer service information. Grantee shall comply with the standards and requirements for customer service set forth below during the term of this Franchise.

14.8 Cable System office hours and telephone availability.

- (a) Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a Day, seven (7) days a week.

(i) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(ii) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business Day.

(b) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

(c) Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(d) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time. Under Normal Operating Conditions, the percentage of calls abandoned or dropped shall not exceed three percent (3%).

(e) Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

14.9 Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

(a) Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system as more specifically set forth in Section 6.8 (b).

(b) Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business Day after notification of the Service problem.

(c) The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

(d) Grantee may not cancel an appointment with a customer after the close of business on the business Day prior to the scheduled appointment.

(e) If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

14.10 Communications between Grantee and Subscribers.

(a) Refunds. Refund checks will be issued promptly, but no later than either:

(i) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(ii) The return of the equipment supplied by Grantee if Cable Service is terminated.

(b) Credits. Credits for Cable Service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

14.11 Billing:

(a) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Cable Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(b) In case of a billing dispute, Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

14.12 Subscriber Information. Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:

(a) Products and Services offered;

(b) Prices and options for programming services and conditions of subscription to programming and other services;

(c) Installation and Service maintenance policies;

(d) Instructions on how to use the Cable Service;

(e) Channel positions of programming carried on the System; and

(f) Billing and complaint procedures, including the address and telephone number of the City's cable office.

Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by Grantee, including the address of the responsible

officer of the City. Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the information required by this Section 14.12.

14.13 Notice or Rate Programming Change. In addition to the requirement of this Section 14.13 Grantee shall give thirty (30) days written notice to both Subscribers and the City before implementing any rate or Service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the addition or deletion of Channels, each Channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, Grantee need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

14.14 Subscriber Contracts. Grantee shall, upon written request, provide the City with any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers.

14.15 Refund Policy. If a Subscriber's Cable Service is interrupted or discontinued, without cause, for twenty-four (24) or more consecutive hours, Grantee shall, upon request by the Subscriber, credit such Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) Days.

14.16 Late Fees. Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.

14.17 Disputes. All Subscribers and members of the general public may direct complaints, regarding Grantee's Service or performance to the chief administrative officer of the City or the chief administrative officer's designee, which may be a board or Commission of the City. Grantee must make its best efforts to contact the Subscriber who is the subject of the dispute within two (2) business Days of receiving notice of the complaint from the City. The Grantee shall establish and maintain a company "escalated complaint" contact (telephone number and email address) to whom the City may forward escalated complaints. Grantee will make its best efforts to notify City of resolution to an "escalated complaint."

14.18 Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 14.10, above, Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

14.19 Failure to Resolve Complaints. Grantee shall resolve a complaint within thirty (30) days in a manner deemed reasonable by the City under the terms of the Franchise.

14.20 Maintain a Complaint Phone Line. Grantee shall maintain a local or toll-free telephone Subscriber complaint line, available to its Subscribers twenty-four (24) hours per Day, seven (7) days a week.

14.21 Notification of Complaint Procedure. Grantee shall have printed clearly and prominently on each Subscriber bill and in the customer service agreement provided for in Section 14.3, the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to customers concerning the procedures to follow when they are unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the phone number of the City office or Person designated to handle complaints.

14.22 Subscriber Privacy.

(a) To the extent required by Minn. Stat. §238.084 Subd. 1(s) Grantee shall comply with the following: No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(b) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's business use, and also to the Subscriber subject of that information, unless Grantee has received specific written permission from the Subscriber to make such data available. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(c) Written permission from the Subscriber shall not be required for the conducting of system wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subparagraph (b) of this section.

14.23 Grantee Identification. Grantee shall provide all customer service technicians and all other Grantee employees entering private property with appropriate picture identification so that Grantee employees may be easily identified by the property owners and Subscribers.

SECTION 15 SUBSCRIBER PRACTICES

15.1 Subscriber Rates. There shall be no charge for disconnection of any installation or outlet. If any Subscriber fails to pay a properly due monthly Subscriber fee, or any other properly due fee or charge, Grantee may disconnect the Subscriber's service outlet, provided, however, that such disconnection shall not be effected until after the later of: (i) forty-five (45) Days after the original due date of said delinquent fee or charge; or (ii) ten (10) Days after delivery to Subscriber of written notice of the intent to disconnect. If a Subscriber pays before expiration of the later of (i) or (ii), Grantee shall not disconnect. After disconnection, upon payment in full of the delinquent fee or charge and the payment of a reconnection charge, Grantee shall promptly reinstate the Subscriber's Cable Service.

15.2 Refunds to Subscribers shall be made or determined in the following manner:

(a) If Grantee fails, upon request by a Subscriber, to provide any service then being offered, Grantee shall promptly refund all deposits or advance charges paid for the service in question by said Subscriber. This provision does not alter Grantee's responsibility to Subscribers under any separate contractual agreement or relieve Grantee of any other liability.

(b) If any Subscriber terminates any monthly service because of failure of Grantee to render the service in accordance with this Franchise, Grantee shall refund to such Subscriber the proportionate share of the charges paid by the Subscriber for the services not received. This provision does not relieve Grantee of liability established in other provisions of this Franchise.

(c) If any Subscriber terminates any monthly service prior to the end of a prepaid period, a proportionate amount of any prepaid Subscriber service fee, using the number of days as a basis, shall be refunded to the Subscriber by Grantee.

SECTION 16 COMPENSATION AND FINANCIAL PROVISIONS

16.1 Franchise Fees. During the term of the Franchise, Grantee shall pay to the City a Franchise Fee of five percent (5%) of Gross Revenues. If any such law, regulation or valid rule alters the five percent (5%) Franchise Fee ceiling established by the Cable Act, then the City shall have the authority to (but shall not be required to) increase the Franchise Fee accordingly, provided such increase is for purposes not inconsistent with Applicable Law. In the event Grantee bundles or combines Cable Services (which are subject to the Franchise Fee) with non-Cable Services (which are not subject to the Franchise Fee) so that Subscribers pay a single fee for more than one (1) class of service resulting in a discount on Cable Services, Grantee shall, for the purpose of calculation of the Franchise Fee, allocate to Cable Service revenue no less than a pro rata share of the revenue received for the bundled or combined services. The pro rata share shall be computed on the basis of the published charge for each service in the bundled or combined classes of services when purchased separately.

(a) Franchise Fees shall be paid quarterly not later than forty-five (45) Days following the end of a given quarter. In accordance with Section 16 of this Franchise, Grantee shall file with the City a Franchise Fee payment worksheet, attached as Exhibit C, signed by an authorized representative of Grantee, which identifies Gross Revenues earned

by Grantee during the period for which payment is made. No acceptance of any payment shall be construed as an accord that the amount paid is in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim which the City may have for further or additional sums payable under the provisions of this section.

(b) Neither current nor previously paid Franchise Fees shall be subtracted from the Gross Revenue amount upon which Franchise Fees are calculated and due for any period, unless otherwise required by Applicable Law.

(c) Any Franchise Fees owing pursuant to this Franchise which remain unpaid more than forty-five (45) Days after the dates specified herein shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum or two percent (2%) above prime lending rate as quoted by the Wall Street Journal, whichever is greater.

(d) No term or condition in this Franchise shall in any way modify or affect Grantee's obligation to pay in full the Franchise Fee percentage listed in this Franchise. Additionally, the PEG fee pursuant to Section 7, as well as any charges incidental to the awarding or enforcing of this Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage shall not be offset against Franchise Fees. Furthermore, the City and Grantee agree that any utility tax, business and occupation tax or similar local tax of general applicability shall be in addition to any Franchise Fees required herein and there shall be no offset against Franchise Fees subject to Applicable Laws. With the exception of the foregoing, Comcast reserves all rights to offset cash or non-cash payments from Franchise Fees, consistent with Applicable Laws.

(e) Furthermore, if the Grantee discovers it has materially overpaid or underpaid the City, it will provide the City a written explanation of its findings prior to making any adjustments to future franchise fee payments to correct for overpayment or underpayment. The City reserves the right to contest Grantee's claimed overpayment or underpayment including pursuant to Section 11 herein. This Section shall not apply to Grantee's regular process for truing up third party Gross Revenues derived in the ordinary course of business, such as ad sales revenues.

(f) Should Grantee elect to offset against the Franchise Fee the value of Franchise commitments or initiatives such as Complimentary Service as may be permitted by Applicable Laws including any Order resulting from the FCC's 621 proceeding, MB Docket No. 05-311, Grantee shall provide the City ninety (90) days' advance written notice. Discounted leased fiber or managed services provided under a separate contract with Comcast Business are not a non-cash commitment or initiative, and shall not be offset.

(g) Any decision or election by Grantee not to exercise any right it has under Applicable Laws, including any Order by the FCC in the 621 proceeding, to offset cash or non-cash payments from Franchise Fees under or pursuant to this Franchise, shall not constitute a waiver of any such rights Grantee may have under applicable law.

16.2 Auditing and Financial Records. Throughout the term of this Franchise, the Grantee agrees that the City, upon reasonable prior written notice of twenty (20) Days to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise. Grantee shall provide such requested information as soon as possible and in no event more than thirty (30) Days unless Grantee explains that it is not feasible to meet this timeline and provides a written explanation for the delay and an estimated reasonable date for when such information will be provided. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by the Grantee for a minimum period of seven (7) years, pursuant to Minn. Stat. § 541.05. The Grantee shall not deny the City access to any of the Grantee's records on the basis that the Grantee's records are under the control of any parent corporation, Affiliated entity or a third party. The City may request in writing copies of any such records or books that are reasonably necessary, and the Grantee shall provide such copies within thirty (30) Days of the receipt of such request. One (1) copy of all reports and records required under this or any other section shall be furnished to the City at the sole expense of the Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then the Grantee may request, in writing within ten (10) Days of receipt of such request, that the City inspect them at the Grantee's local offices or at one of Grantee's offices more convenient to City or its duly authorized agent. If any books or records of the Grantee are not kept in such office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary for the enforcement of this Franchise, then all reasonable travel expenses incurred in making such examination shall be paid by the Grantee.

16.3 Review of Record Keeping Methodology. Upon request, Grantee agrees to meet with a representative of the City to review its methodology of record-keeping, financial reporting, computing Franchise Fee obligations, and other procedures the understanding of which the City deems necessary for understanding the meaning of reports and records.

16.4 Audit of Records. The City or its authorized agent may at any time and at the City's own expense conduct an independent audit of the revenues of Grantee in order to verify the accuracy of Franchise Fees paid to the City. Grantee and each parent company of Grantee shall cooperate fully in the conduct of such audit. In the event it is determined through such audit that Grantee has underpaid Franchise Fees in an amount of five percent (5%) or more than was due the City, then Grantee shall reimburse the City for the entire cost of the audit within thirty (30) days of the completion and acceptance of the audit by the City.

16.5 Records to be reviewed. The City agrees to request access to only those books and records, in exercising its rights under this section, which it deems reasonably necessary for the enforcement and administration of the Franchise.

16.6 Indemnification by Grantee. Grantee shall, at its sole expense, fully indemnify, defend and hold harmless the City, and in their capacity as such, the officers and employees thereof, from and against any and all claims, suits, actions, liability and judgments for damage or otherwise except those arising wholly from negligence on the part of the City or its employees; for actual or alleged injury to persons or property, including loss of use of property due to an

occurrence, whether or not such property is physically damaged or destroyed, in any way arising out of or through or alleged to arise out of or through the acts or omissions of Grantee or its officers, agents, employees, or contractors or to which Grantee's or its officers, agents, employees or contractors acts or omissions in any way contribute, and whether or not such acts or omissions were authorized or contemplated by this Franchise or Applicable Law; arising out of. or alleged to arise out of any claim for damages for Grantee's invasion of the right of privacy, defamation of any Person, firm or corporation, or the violation of infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any Person, firm or corporation; arising out of or alleged to arise out of Grantee's failure to comply with the provisions of any Applicable Law. Nothing herein shall be deemed to prevent the City, its officers, or its employees from participating in the defense of any litigation by their own counsel at such parties' expense. Such participation shall not under any circumstances relieve Grantee from its duty of defense against liability or of paying any judgment entered against the City, its officers, or its employees.

16.7 Grantee Insurance. Upon the Effective Date, Grantee shall, at its sole expense take out and maintain during the term of this Franchise public liability insurance with a company licensed to do business in the state of Minnesota with a rating by A.M. Best & Co. of not less than "A-" that shall protect the Grantee, City and its officials, officers, directors, employees and agents from claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee's vehicles, products and operations. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than Three Million Dollars (\$3,000,000). The liability policy shall include:

- (a) The policy shall provide coverage on an "occurrence" basis.
- (b) The policy shall cover personal injury as well as bodily injury.
- (c) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (d) Broad form property damage liability shall be afforded.
- (e) City shall be named as an additional insured on the policy.
- (f) An endorsement shall be provided which states that the coverage is primary insurance with respect to claims arising from Grantee's operations under this Franchise and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage.
- (g) Standard form of cross-liability shall be afforded.
- (h) An endorsement stating that the policy shall not be canceled without thirty (30) Days notice of such cancellation given to City.

(i) City reserves the right to adjust the insurance limit coverage requirements of this Franchise no more than once every three (3) years. Any such adjustment by City will be no greater than the increase in the State of Minnesota Consumer Price Index (all consumers) for such three (3) year period.

(j) Upon the Effective Date, Grantee shall submit to City a certificate documenting the required insurance, as well as any necessary properly executed endorsements. The certificate and documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Grantee has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such endorsements or certificates or other evidence of insurance, or to advise Grantee of any deficiencies in such documents and receipt thereof shall not relieve Grantee from, nor be deemed a waiver of, City's right to enforce the terms of Grantee's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph or to require further documentation reasonably necessary to form an opinion regarding the adequacy of Grantee's insurance coverage.

SECTION 17 MISCELLANEOUS PROVISIONS

17.1 Posting and Publication. Grantee shall assume the cost of posting and publication of this Franchise as such posting and publication is required by law and such is payable upon Grantee's filing of acceptance of this Franchise.

17.2 Guarantee of Performance. Grantee agrees that it enters into this Franchise voluntarily in order to secure and in consideration of the grant from the City of a ten (10) year Franchise. Performance pursuant to the terms and conditions of this Franchise is guaranteed by Grantee.

17.3 Entire Agreement. This Franchise contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties. This Franchise is made pursuant to Minnesota Statutes Chapter 238 and the City Code and is intended to comply with all requirements set forth therein.

17.4 Consent. Wherever the consent or approval of either Grantee or the City is specifically required in this agreement, such consent or approval shall not be unreasonably withheld.

17.5 Prior Franchise Terminated. The cable television franchise originally granted by Ordinance 99-11-975 is hereby terminated.

17.6 Franchise Acceptance. No later than 45 Days following City Council approval of this Franchise, Grantee shall execute and return to the City three (3) original franchise agreements. The executed agreements shall be returned to the City accompanied by performance bonds, security funds, and evidence of insurance, all as provided in this Franchise. In the event Grantee fails to accept this Franchise, or fails to provide the required documents, this Franchise shall be

17.7 Amendment of Franchise. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made to address technology changes or advances subsequent to a review session pursuant to Section 2.6 or at any other time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws; provided, however, nothing herein shall restrict City's exercise of its police powers.

To the City: City of North St. Paul
Attention: City Manager

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the Person of record as specified above.

17.10 Work of Contractors and Subcontractors. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors, and others performing work on its behalf as if the work were performed by it and shall ensure that all such work is performed in compliance with this Franchise, the City Code and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all

damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise, the City Code and other Applicable Laws governing the work performed by them.

17.11 Abandonment of System. Grantee may not abandon the System or any portion thereof during the Term of this Franchise, and thereafter without having first given three (3) months written notice to City and conforming to the City Code, as well as the state right-of-way rules, Minn. Rules, Chapter 7819. To the extent required by Minn. Stat. § 238.084, Subd. 1 (w), Grantee shall compensate City for damages resulting from the abandonment.

17.12 Removal After Abandonment. In the event of Grantee's abandonment of the System, City shall have the right to require Grantee to conform to Section 405 of the City Code, as well as the state right-of-way rules, Minn. Rules, Chapter 7819. If Grantee has failed to commence removal of System, or such part thereof as was designated by City, within thirty (30) days after written notice of City's demand for removal consistent with Section 405 of the City Code and Minn. Rules, Ch. 7819, is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given City shall have the right to apply funds secured by the Performance Bond toward removal and/or declare all right, title, and interest to the System to be in City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

17.13 Governing Law. This Franchise shall be deemed to be executed in the State of Minnesota, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Minnesota, as applicable to contracts entered into and performed entirely within the State.

17.14 Nonenforcement by City. Grantee shall not be relieved of its obligation to comply with any of the provisions of this Franchise by reason of any failure of the City or to enforce prompt compliance.

17.15 Captions. The paragraph captions and headings in this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning of interpretation of this Franchise.

17.16 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last Day of the prescribed or fixed period or duration of time. When the last Day of the period falls on Saturday, Sunday or a legal holiday, that Day shall be omitted from the computation and the next business Day shall be the last Day of the period.

17.17 Survival of Terms. Upon the termination or forfeiture of the Franchise, Grantee shall no longer have the right to occupy the Streets for the purpose of providing Cable Service. However, Grantee's obligations to the City (other than the obligation to provide service to Subscribers) shall survive according to their terms.

17.18 Competitive Equity.

(a) The Grantee acknowledges and agrees that the City is authorized to grant one (1) or more additional franchises or other similar lawful authorization to utilize the Rights-of-Way in order to provide Cable Services or similar video programming service within the City, and that the City has previously issued an additional franchise to another provider to provide Cable Services in the City. If, after the Effective Date of this Franchise, the City grants such an additional franchise or other similar lawful authorization to utilize the Rights-of-Way for Cable Services or similar video programming services containing material terms and conditions that differ from Grantee's material obligations under this Franchise, or declines to require such franchise or other similar lawful authorization where it has the legal authority to do so, then the Grantee may provide written notice to the City as provided in Section 17.18(b) below. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; complementary services; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches.

(b) The Grantee's notice shall address the following: (1) identify the specific terms or conditions in the competitive cable services franchise that are materially different from Grantee's obligations under this Franchise; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent.

(c) Upon receipt of Grantee's written notice as provided in Section 17.18(b), the City shall ensure that material terms and conditions of both franchises are materially equivalent pursuant to the processes set forth herein. The City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications.

(d) If the Franchise modification negotiations as provided for in Section 17.18(c) do not result in mutual agreement, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another multi-channel video programming provider, with the understanding that Grantee may use its current system design and technology infrastructure to meet any requirements of the new franchise, so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other multi-channel video programming provider.

(e) Notwithstanding anything contained in this Section 17.18 (a) through (d) to the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar video programming services available for purchase by Subscribers or customers under its franchise agreement with the City.

Passed and adopted this _____ day of _____ 2019.

ATTEST

CITY OF NORTH ST. PAUL,
MINNESOTA

By: _____
Its: City Clerk

By: _____
Its: Mayor

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

COMCAST OF MINNESOTA, INC.

Date: _____

By: _____

Its: _____

SWORN TO BEFORE ME this
____ day of _____, 2019.

NOTARY PUBLIC

Exhibit A
Complimentary Cable Service to Public Buildings

| [TO BE DETERMINED](#)

Exhibit B
Fiber Return Lines

| [TO BE DETERMINED](#)

Exhibit C

Franchise Fee Payment Worksheet

TRADE SECRET – CONFIDENTIAL

	Month/Year	Month/Year	Month/Year	Total
A la Carte Video Services				
Audio Services				
Basic Cable Service				
Installation Charge				
Bulk Revenue				
Expanded Basic Cable Service				
Pay Service				
Pay-per-view				
Guide Revenue				
Franchise Fee Revenue				
Advertising Revenue				
Home Shopping Revenue				
Digital Services				
Inside Wiring				
Other Revenue				
Equipment Rental				
Processing Fees				
PEG Fee				
FCC Fees				
Bad Debt				
Late Fees				
REVENUE				
Fee Calculated				

Fee Factor: 5%