

**CITY OF NORTH ST. PAUL  
CITY COUNCIL  
REGULAR MEETING AGENDA  
NOVEMBER 19, 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**

Fire Prevention Poster Awards

**VI. CONSENT AGENDA**

- A. November 5, 2019 regular meeting minutes.
- B. General accounts payable: \$1,988,167.97.
- C. HRA accounts payable: \$2,688.12.
- D. Reschedule December 10, 2019 Council Retreat Workshop to Tuesday, November 26, 2019 at 6:00 p.m.
- E. 2019-2020 Well Sealing Policy.

**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 / MEETINGS**

- A. 2018 Stormwater Pollution Prevention Plan (SWPPP) annual review and public meeting.

**IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS**

- A. 2104 Eldridge minor subdivision and Conditional Use Permit
- B. Authorize amended Feasibility Study for 2020 Street and Utilities 7<sup>th</sup> Avenue Project
- C. 2020 Fee Schedule – first review and reading

**X. REPORTS OF CITY MANAGER & DEPARTMENTS**

**XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES**

**XII. GENERAL BUSINESS**

**XIII. CLOSED SESSION**

- A. There are no closed sessions.

**XIV. ADJOURNMENT**

**The next regularly scheduled City Council meeting is Tuesday, December 3, 2019 at 6:30 p.m.**



November 13, 2019



## North St. Paul Fire Department 2019 Fire Prevention Week Poster Contest Winners

*Not every hero wears a cape.  
PLAN and PRACTICE your ESCAPE!*

### **Kindergarten – 1<sup>st</sup> Grade**

|                        |                  |                       |                 |
|------------------------|------------------|-----------------------|-----------------|
| 1 <sup>st</sup> Place: | Hazel Evgen      | 1 <sup>st</sup> Grade | Christ Lutheran |
| 2 <sup>nd</sup> Place: | Ella Pederson    | 1 <sup>st</sup> Grade | St. Peter       |
| 3 <sup>rd</sup> Place: | Ashlynn Hansmann | 1 <sup>st</sup> Grade | Christ Lutheran |

### **2<sup>nd</sup> Grade – 3<sup>rd</sup> Grade**

|                        |                  |                       |         |
|------------------------|------------------|-----------------------|---------|
| 1 <sup>st</sup> Place: | Le'trice Sanders | 3 <sup>rd</sup> Grade | Webster |
| 2 <sup>nd</sup> Place: | Aubrie McCoy     | 2 <sup>nd</sup> Grade | Cowern  |
| 3 <sup>rd</sup> Place: | Elizabella Yang  | 3 <sup>rd</sup> Grade | Webster |

### **4<sup>th</sup> Grade – 5<sup>th</sup> Grade**

|                        |                  |                       |                 |
|------------------------|------------------|-----------------------|-----------------|
| 1 <sup>st</sup> Place: | Lauren Radcliffe | 4 <sup>th</sup> Grade | St. Peter       |
| 2 <sup>nd</sup> Place: | Jack Gill        | 4 <sup>th</sup> Grade | St. Peter       |
| 3 <sup>rd</sup> Place: | Daniel           | 4 <sup>th</sup> Grade | Christ Lutheran |

The 2019 Fire Prevention Week Poster Contest received over 500 entries from the elementary schools in North St. Paul. The North St. Paul Fire Department appreciates these students' hard work and dedication to fire prevention and safety.



2400 Margaret Street, North St. Paul, MN 55109 | [northstpaul.org](http://northstpaul.org) | office 651.747.2405 | fax 651.747.2550

**City of North Saint Paul  
November 5, 2019  
Proposed Regular City Council Meeting Minutes**

**I. CALL TO ORDER**

Mayor Furlong called the meeting to order at 4:00 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, Finance Director Jason Zimmerman, City Attorney Soren Mattick, and Deputy Clerk Mary Mills.

**IV. ADOPT AGENDA**

*On motion by Council Member Petersen, seconded by Council Member Sonnek, 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**

*On motion by Council Member Walczak, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to approve the consent agenda, Resolution No. 2019-147 consisting of:*

- A. October 15, 2019 workshop meeting minutes.
- B. October 15, 2019 regular meeting minutes.
- C. General accounts payable: \$1,487,266.87.
- D. HRA accounts payable: \$2,452.80.
- E. ISD 622 School Resource Officer (SRO) Agreement for 2019-2020. Resolution No. 2019-148.
- F. 2020 SCORE Grant Fund Application. Resolution No. 2019-149.
- G. Schedule additional City Council workshop for Tuesday, November 12, 2019 at 6:00 p.m.

Council Member Thorsen stated, with regard to Consent Agenda item E, the School Resource Officer agreement and contract should be reviewed by the City Council before August 31, 2019, before the contract is already in place. Mayor Furlong agreed, adding the City Council has discussed this issue before.

City Manager Scott Duddeck agreed the contracts should be done before the start of the year. He added he will work with the School District representatives to ensure the process is completed ahead of time.

Mr. Duddeck expressed appreciation for the efforts of Police Chief Tom Lauth for instituting a 3% increase, which was a positive outcome.

## **VII. MEETING OPEN TO PUBLIC**

There were no comments.

## **VIII. PUBLIC HEARINGS**

A. CANCELLED – the 2020 Street and Utility Improvements Project and Assessment hearings have been cancelled and will be rescheduled at a later date.

## **IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS**

There were no City Business items.

## **X. REPORTS OF CITY MANAGER AND DEPARTMENTS**

Mr. Duddeck stated City Engineer Morgan Dawley would give a brief presentation to provide background on the cancelled Street and Utility Project public hearing.

City Engineer Morgan Dawley stated the public hearing originally on tonight's agenda was cancelled by City Staff as it was decided that there is more work to be done in reviewing special assessments, to ensure efficiency and accuracy. He added there are no changes planned in the scope of the project. Notice of the cancelled public hearing was mailed to residents and will be rescheduled and addressed by formal action at an upcoming regular City Council meeting.

Mr. Duddeck stated, regarding the Penn Place Townhomes project, residents were originally asked to sign an easement back to the City, but it appears that was never completed. He added that will need to be resolved before the public hearing can take place.

Mayor Furlong asked whether the cancellation will result in a project delay. Mr. Dawley stated no delays are anticipated for the project, which will begin as scheduled in early 2020.

City Attorney Soren Mattick stated notice was mailed to residents on the public improvement as well as the assessment roll, and it will be necessary to start the process over. All residents will get another notice and have an opportunity to be heard if they have an objection.

Mr. Duddeck stated all properties that are affected were sent a notice in the mail, and a notice was placed on the City website and in the City's newspaper.

Mr. Duddeck stated the new high-definition digital cable cast equipment has been installed in the Council Chambers, which will result improved picture and sound quality. The system should be fully functional by November 19, 2019. Larger screens and improved presentation equipment are new features in Council Chambers. He requested comments or feedback from the viewing audience to be directed to City Staff.

Mr. Duddeck stated an informational meeting is planned to review Highways 36/120 intersection reconstruction and related projects, including trails, hosted by Washington County. The meeting will be held on November 13, 2019 at 6:45 p.m. in the North St. Paul City Hall Training Room. Meeting attendees include representatives from Washington and Ramsey Counties as well as each of the surrounding cities.

Council Member Walczak asked whether this meeting will be open to the public. Mr. Duddeck confirmed it is a public meeting.

Mr. Duddeck reviewed development projects, including installation of a sign announcing the Uptown Commons project that has generated interest and excitement in the community. He added the sign was installed at the corner of 7<sup>th</sup> Avenue and Margaret Street. He noted the final approval document will be reviewed by the City Council at an upcoming Regular Meeting, with demolition and construction to begin around December 1, 2019.

Mr. Duddeck stated M&I Townhomes are under construction at the Anchor North site, with 7-8 townhomes sold and ready for occupation by the end of November 2019. Grading is being completed on the north half in preparation for development in the spring, and positive responses have been received from the three end users.

Council Member Walczak asked whether the road will be constructed as part of the Spring 2020 project. Mr. Duddeck confirmed this.

## **XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES**

Council Member Sonnek stated the Planning Commission will meet Thursday, November 7, 2019 at 6:15 p.m. in Council Chambers. He added there is a full agenda, including public hearing regarding minor subdivision and CUP for a property on Eldridge Avenue; 0 Burke PUD that has been reviewed previously; concept plan for a potential townhome development at 17<sup>th</sup> Avenue E and Delaware Avenue; Concept plan only that will be reviewed; and 2040 Comprehensive Plan adoption.

Council Member Sonnek stated the Metropolitan Council has formally accepted the 2040 Comprehensive Plan, and approval is required. He encouraged residents to review the 2040 Comprehensive Plan and Comprehensive Sewer Plan on the City's website.

Council Member Walczak stated the City's Pumpkin Drop is still available for 1 more night. She added residents can drop off their pumpkins for recycling use at a local farm. She noted this successful program has been a special part of the City for over 10 years, and every year the number of pumpkins increases.

Council Member Petersen stated the Design Review Committee will meet Thursday November 7, 2019 at 5:00 p.m. She added the Committee will review Home Improvement Award winners.

Council Member Petersen stated the newly renovated tennis courts at Silver Lake look great. She added the courts will be used for pickle ball as well as tennis. City Staff are requesting the residents refrain from using or walking on the courts.

Council Member Thorsen stated the Economic Development Authority held a special meeting on October 29, 2019 to discuss potential redevelopment opportunities, including purchase of the BP Station on Highway 120. He added the EDA recommended to City Staff that the acquisition should be pursued in anticipation of road reconstruction projects at Highway 120 and Highway 36. City Staff is in the process of negotiating the purchase and will provide additional information at an upcoming City Council meeting.

Council Member Thorsen stated the EDA discussed the pending sale of the Community Center. He added the EDA expressed their support of a sale.

Council Member Thorsen stated the EDA discussed the potential purchase of the Lillie Newspapers building. It was decided that the EDA would not pursue that option.

Mayor Furlong stated a college student contacted the Veterans Park Committee and requested permission to film a documentary at Veterans Park, which would be good exposure for the City. He added it turned out the student was in North St. Paul, Nebraska.

## **XII. GENERAL BUSINESS**

Council Member Petersen stated she recently scheduled a Safe Haven inspection through the Red Cross-sponsored free home inspection program. She added firefighters came to her home, installed carbon monoxide detects and inspected smoke detectors. She added the inspection took 15 minutes. She encouraged residents to have the inspection completed at their homes.

Council Member Petersen stated the North High School Girls' Volleyball Team is going to the State Tournament for the first time in history. The North St. Paul Fire Truck will transport the team out of the City for a special send-off.

Mr. Duddeck stated the roads improvement project near Richardson School has been completed. He added this includes the 1<sup>st</sup> Street and 15<sup>th</sup> Avenue overlay project.

Mr. Duddeck stated the home at 2242 1<sup>st</sup> Street is being prepared for demolition. He added the purchase of the property was approved by the City Council. Asbestos testing and site survey work is being completed, as City Staff moves forward with plans for next year's street projects.

Mr. Duddeck stated a review of a proposal regarding the community center is proposed for the City Council's December 3, 2019 work session.

Finance Director Jason Zimmerman stated City Staff are working on an automated message for residents regarding trash hauler schedule changes and other information.

City Council Member Thorsen asked whether text messages will be an available option.

Mr. Zimmerman stated the 20-year old technology that is being used is relatively limited, although there appears to be an option to have a text. City Staff are reviewing the software options, which would be the same process used to notify residents regarding delinquent utility bills.

Mr. Duddeck stated Everbridge software is available for use by Ramsey County cities, which is a notification process into which City Staff would import all resident contact information. He added this software process is being reviewed.

Mayor Furlong stated the City Council had discussed holding an annual City Council meeting at North High School to encourage students to become involved in local government. He added a meeting could be scheduled at the High school in late January or early February. The City Council Members agreed.

Council Member Walczak stated a meeting at the high school could be held earlier in the school year to encourage greater participation. She added it would be beneficial to have youth participants on the City Commissions, to get their important input and gain a different perspective. She noted the meeting at the high school could be held in September or October at the latest.

Mayor Furlong stated a daylong memorial program will be held on Veteran's Day, November 11, 2019, with members of the ROTC standing at attention for half-hour watches from 6:00 a.m. – 4:00 p.m. The program will begin at 10:50 a.m. with welcome words and Pledge of Allegiance followed by rifle volleys and Taps played by the VFW Honor Guard. A memorial wreath will be laid at Memorial Hall at 11:15 a.m. by Angela Strong. VFW Chaplain Jerry Nalipinski will give an Invocation and the North High School Choir will sing patriotic songs. Hot coffee and cocoa will be provided, and the event will proceed regardless of weather.

### **XIII. CLOSED SESSION**

There was no closed session.

#### XIV. ADJOURNMENT

***There being no further business, on motion by Council Member Walczak, Seconded by Council Member Petersen, with all present voting aye (5-0), Mayor Furlong adjourned the meeting at 4:35 p.m.***

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Terrence J. Furlong, Mayor

Attest: \_\_\_\_\_  
Scott A. Duddeck, City Manager/Clerk



**NORTH  
ST. PAUL**  
*extraordinary.*

## MEMORANDUM

TO: Mayor & Council Members  
FROM: Jacquelyn Lutmer - Accounting Technician  
DATE: November 19, 2019  
SUBJECT: Recommendation of approval of GENERAL claims list.

### Claim Date

|                                   |                     |
|-----------------------------------|---------------------|
| 11/8/2019 Payroll Register DD     | \$108,434.94        |
| 11/8/2019 Payroll Direct Payables | \$92,482.21         |
| Payroll Subtotal                  | <u>\$200,917.15</u> |

|                                      |               |    |                     |                            |
|--------------------------------------|---------------|----|---------------------|----------------------------|
| 11/6/2019 A/P Early Release          | 134792-134793 | \$ | 9,150.00            | Pre-Approved by S. Duddeck |
| 11/12/2019 Lost Check Reissued       | 134794        | \$ | -                   |                            |
| 11/20/2019 Park Rental Refund Checks | 134795-134797 | \$ | 1,200.00            |                            |
| 11/20/2019 Utility Refund Checks     | 134798-134828 | \$ | 2,659.37            |                            |
| 11/20/2019 A/P Checks                | 134829-134884 | \$ | 1,347,554.48        |                            |
| 11/20/2019 Drafts                    | 000574-000575 | \$ | 426,686.97          |                            |
| AP Subtotal                          |               | \$ | <u>1,787,250.82</u> |                            |

Grand Total \$ 1,988,167.97

Approved this 19th day of November, 2019

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Mayor



11-04-2019 1:54 PM

PAYROLL CHECK REGISTER

PAGE: 1

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 11/08/2019

\*\*\* REGISTER TOTALS \*\*\*

|                                |    |            |
|--------------------------------|----|------------|
| REGULAR CHECKS:                |    |            |
| DIRECT DEPOSIT REGULAR CHECKS: | 60 | 108,434.94 |
| MANUAL CHECKS:                 |    |            |
| PRINTED MANUAL CHECKS:         |    |            |
| DIRECT DEPOSIT MANUAL CHECKS:  |    |            |
| VOIDED CHECKS:                 |    |            |
| NON CHECKS:                    |    |            |
| -----                          |    |            |
| TOTAL CHECKS:                  | 60 | 108,434.94 |

\*\*\* NO ERRORS FOUND \*\*\*

\*\* END OF REPORT \*\*

PACKET: 04323 11/8/19 PAYROLL - 9

VENDOR SET: 01 City of North St Paul

\*\*\* DRAFT/OTHER LISTING \*\*\*

BANK: AP PREMIER BANK

| VENDOR | I.D.              | NAME                        | ITEM<br>TYPE | ITEM<br>DATE | DISCOUNT | AMOUNT    | ITEM<br>NO# | ITEM<br>AMOUNT |
|--------|-------------------|-----------------------------|--------------|--------------|----------|-----------|-------------|----------------|
| E05000 |                   | EFTPS                       |              |              |          |           |             |                |
|        | I-T1 201911045210 | FEDERAL WITHHOLDING         | D            | 11/08/2019   |          | 14,950.15 | 000568      |                |
|        | I-T3 201911045210 | FICA TAXES                  | D            | 11/08/2019   |          | 13,198.82 | 000568      |                |
|        | I-T4 201911045210 | MEDICARE TAXES              | D            | 11/08/2019   |          | 4,797.68  | 000568      | 32,946.65      |
| H08033 |                   | H S A BANK                  |              |              |          |           |             |                |
|        | I-444201911045210 | HSA ACCOUNT                 | D            | 11/08/2019   |          | 3,710.83  | 000569      | 3,710.83       |
| I09137 |                   | I C M A DISTRIBUTION CENTER |              |              |          |           |             |                |
|        | I-2 201911045210  | EMP/EMPR DEFERRED COMP      | D            | 11/08/2019   |          | 10,477.29 | 000570      |                |
|        | I-21 201911045210 | EMP/EMPR DEFERRED COMP      | D            | 11/08/2019   |          | 2,956.36  | 000570      |                |
|        | I-26 201911045210 | LOAN PAYMENTS TO ICMA       | D            | 11/08/2019   |          | 522.63    | 000570      |                |
|        | I-2CM201911045210 | CITY MGR 9% DEFERRED COMP   | D            | 11/08/2019   |          | 643.29    | 000570      |                |
|        | I-2IR201911045210 | EMP/EMPR DEFERRED COM       | D            | 11/08/2019   |          | 1,135.00  | 000570      | 15,734.57      |
| M12900 |                   | MNEFTS                      |              |              |          |           |             |                |
|        | I-T2 201911045210 | MN Income Tax WH            | D            | 11/08/2019   |          | 6,769.57  | 000571      | 6,769.57       |
| M13320 |                   | MN STATE RETIREMENT SYSTEM  |              |              |          |           |             |                |
|        | I-12 201911045210 | POST DEDUCTIONS             | D            | 11/08/2019   |          | 950.00    | 000572      | 950.00         |
| P16470 |                   | P E R A                     |              |              |          |           |             |                |
|        | I-91 201911045210 | 6634-00 REG PERA            | D            | 11/08/2019   |          | 14,844.21 | 000573      |                |
|        | I-92 201911045210 | 6634-00 PERA PD             | D            | 11/08/2019   |          | 17,526.38 | 000573      | 32,370.59      |

| * * 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      | 92,482.21 | 92,482.21     |
| 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      | 92,482.21 | 92,482.21     |



**NORTH  
ST. PAUL**  
*extraordinary.*

## MEMORANDUM

TO: Mayor & Council Members  
FROM: Jacquelyn Lutmer - Accounting Technician  
DATE: November 6, 2019  
SUBJECT: Recommendation of approval of GENERAL claims list.

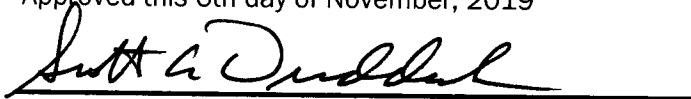
Claim Date

11/6/2019 A/P Checks

|               |    |          |
|---------------|----|----------|
| 134792-134793 | \$ | 9,150.00 |
| AP Subtotal   | \$ | 9,150.00 |

|             |    |          |
|-------------|----|----------|
| Grand Total | \$ | 9,150.00 |
|-------------|----|----------|

Approved this 6th day of November, 2019



City Manager - Pre-Approval

11/06/2019 9:18 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04325 Regular Payments

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D.            | DESC                | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT     | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|------------------------|---------------------|---------------|---------------|----------|------------|--------------|-----------------|
| L12045 | LARSON CONTRACTING INC |                     |               |               |          |            |              |                 |
|        | I-9068                 | CATCH BASIN REPAIRS | R             | 11/06/2019    |          | 9,100.00CR | 134792       | 9,100.00        |

## \* \* T O T A L S \* \*

|                     | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---------------------|-----|-----------|-----------|---------------|
| REGULAR CHECKS:     | 1   | 0.00      | 9,100.00  | 9,100.00      |
| HANDWRITTEN CHECKS: | 0   | 0.00      | 0.00      | 0.00          |
| PRE-WRITE CHECKS:   | 0   | 0.00      | 0.00      | 0.00          |
| DRAFTS:             | 0   | 0.00      | 0.00      | 0.00          |
| VOID CHECKS:        | 0   | 0.00      | 0.00      | 0.00          |
| NON CHECKS:         | 0   | 0.00      | 0.00      | 0.00          |
| CORRECTIONS:        | 0   | 0.00      | 0.00      | 0.00          |
| REGISTER TOTALS:    | 1   | 0.00      | 9,100.00  | 9,100.00      |

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04325 Regular Payments

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D. | DESC | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|-------------|------|---------------|---------------|----------|--------|--------------|-----------------|
|--------|-------------|------|---------------|---------------|----------|--------|--------------|-----------------|

## \*\* POSTING PERIOD RECAP \*\*

| FUND | PERIOD  | AMOUNT     |
|------|---------|------------|
| 052  | 11/2019 | 9,100.00CR |
| ALL  |         | 9,100.00CR |

11/06/2019 1:02 PM

## A / P CHECK REGISTER

PAGE: 1

PACKET: 04327 Regular Payments

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D.         | DESC                 | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT  | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|---------------------|----------------------|---------------|---------------|----------|---------|--------------|-----------------|
| 1      | MATT & LAUREL TROST |                      |               |               |          |         |              |                 |
|        | I-201911065211      | MATT & LAUREL TROST: | R             | 11/06/2019    |          | 50.00CR | 134793       | 50.00           |

## \* \* T O T A L S \* \*

|                     | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---------------------|-----|-----------|-----------|---------------|
| REGULAR CHECKS:     | 1   | 0.00      | 50.00     | 50.00         |
| 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      | 50.00     | 50.00         |

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

11/12/2019 1:10 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04333 void reissue

VENDOR SET: 01

\*\*\*\*\* CHECK LISTING \*\*\*\*\*

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D.       | DESC      | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT   | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|-------------------|-----------|---------------|---------------|----------|----------|--------------|-----------------|
| 1      | LOR, SANDIE       |           |               |               |          |          |              |                 |
|        | I-000201910145164 | BL REFUND | R             | 11/12/2019    |          | 300.00CR | 134794       | 300.00          |

## \* \* T O T A L S \* \*

|                     | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---------------------|-----|-----------|-----------|---------------|
| REGULAR CHECKS:     | 1   | 0.00      | 300.00    | 300.00        |
| HANDWRITTEN CHECKS: | 0   | 0.00      | 0.00      | 0.00          |
| PRE-WRITE CHECKS:   | 0   | 0.00      | 0.00      | 0.00          |
| DRAFTS:             | 0   | 0.00      | 0.00      | 0.00          |
| VOID CHECKS:        | 0   | 0.00      | 0.00      | 0.00          |
| NON CHECKS:         | 0   | 0.00      | 0.00      | 0.00          |
| CORRECTIONS:        | 0   | 0.00      | 0.00      | 0.00          |
| REGISTER TOTALS:    | 1   | 0.00      | 300.00    | 300.00        |

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04321 BL - Refund

VENDOR SET: 01 City of North St Paul

\*\*\*\*\* CHECK LISTING \*\*\*\*\*

BANK: AP PREMIER BANK

| VENDOR | I.D.              | NAME             | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|-------------------|------------------|---------------|---------------|----------|--------|--------------|-----------------|
| 1      |                   | ZIMMERMAN, BONNY |               |               |          |        |              |                 |
|        | I-000201911045207 | ZIMMERMAN, BONNY | R             | 11/20/2019    |          | 600.00 | 134795       | 600.00          |
| 1      |                   | VANG, MAO        |               |               |          |        |              |                 |
|        | I-000201911045208 | VANG, MAO        | R             | 11/20/2019    |          | 300.00 | 134796       | 300.00          |
| 1      |                   | THAO, SANDY      |               |               |          |        |              |                 |
|        | I-000201911045209 | THAO, SANDY      | R             | 11/20/2019    |          | 300.00 | 134797       | 300.00          |

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

|                     | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---------------------|-----|-----------|-----------|---------------|
| REGULAR CHECKS:     | 3   | 0.00      | 1,200.00  | 1,200.00      |
| HANDWRITTEN CHECKS: | 0   | 0.00      | 0.00      | 0.00          |
| PRE-WRITE CHECKS:   | 0   | 0.00      | 0.00      | 0.00          |
| DRAFTS:             | 0   | 0.00      | 0.00      | 0.00          |
| VOID CHECKS:        | 0   | 0.00      | 0.00      | 0.00          |
| NON CHECKS:         | 0   | 0.00      | 0.00      | 0.00          |
| CORRECTIONS:        | 0   | 0.00      | 0.00      | 0.00          |
| BANK TOTALS:        | 3   | 0.00      | 1,200.00  | 1,200.00      |



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REFUNDS CHECK REGISTER

PAGE: 2

PACKET: 04321 BL - Refund

VENDOR SET: 01 City of North St Paul

\*\*\*\* CHECK LISTING \*\*\*\*

BANK: ALL

\*\* REGISTER GRAND TOTALS \*

| * * T O T A L S * * | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---------------------|-----|-----------|-----------|---------------|
| REGULAR CHECKS:     | 3   | 0.00      | 1,200.00  | 1,200.00      |
| HANDWRITTEN CHECKS: | 0   | 0.00      | 0.00      | 0.00          |
| PRE-WRITE CHECKS:   | 0   | 0.00      | 0.00      | 0.00          |
| DRAFTS:             | 0   | 0.00      | 0.00      | 0.00          |
| VOID CHECKS:        | 0   | 0.00      | 0.00      | 0.00          |
| NON CHECKS:         | 0   | 0.00      | 0.00      | 0.00          |
| CORRECTIONS:        | 0   | 0.00      | 0.00      | 0.00          |
| REGISTER TOTALS:    | 3   | 0.00      | 1,200.00  | 1,200.00      |

\*\* POSTING PERIOD RECAP \*\*

| FUND | PERIOD  | AMOUNT     |
|------|---------|------------|
| 001  | 11/2019 | 1,200.00CR |
| ALL  |         | 1,200.00CR |

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04330 US - Refund

VENDOR SET: 01 City of North St Paul

\*\*\*\* CHECK LISTING \*\*\*\*

BANK: AP PREMIER BANK

| VENDOR | I.D.              | NAME                                                     | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|-------------------|----------------------------------------------------------|---------------|---------------|----------|--------|--------------|-----------------|
| 1      | I-000201911125212 | MAGILL, TYLER<br>MAGILL, TYLER                           | R             | 11/20/2019    |          | 102.73 | 134798       | 102.73          |
| 1      | I-000201911125213 | KUNIN, JULIEANN<br>KUNIN, JULIEANN                       | R             | 11/20/2019    |          | 83.56  | 134799       | 83.56           |
| 1      | I-000201911125214 | JONES, MARIANNE G<br>JONES, MARIANNE G                   | R             | 11/20/2019    |          | 55.81  | 134800       | 55.81           |
| 1      | I-000201911125215 | DUNLEAVY, DONCUN & KELSEY<br>DUNLEAVY, DONCUN & KELSEY   | R             | 11/20/2019    |          | 98.23  | 134801       | 98.23           |
| 1      | I-000201911125216 | FLAHERTY, ESTHER & JACOB<br>FLAHERTY, ESTHER & JACOB     | R             | 11/20/2019    |          | 148.49 | 134802       | 148.49          |
| 1      | I-000201911125217 | FOGEL, PATRICK<br>FOGEL, PATRICK                         | R             | 11/20/2019    |          | 80.74  | 134803       | 80.74           |
| 1      | I-000201911125218 | MILLIGAN, RONALD J<br>MILLIGAN, RONALD J                 | R             | 11/20/2019    |          | 25.59  | 134804       | 25.59           |
| 1      | I-000201911125219 | SELECT PORTFOLIO SERVICING<br>SELECT PORTFOLIO SERVICING | R             | 11/20/2019    |          | 49.00  | 134805       | 49.00           |
| 1      | I-000201911125220 | OPENDOOR LABS, INC<br>OPENDOOR LABS, INC                 | R             | 11/20/2019    |          | 489.38 | 134806       | 489.38          |
| 1      | I-000201911125221 | VANG, NAKE<br>VANG, NAKE                                 | R             | 11/20/2019    |          | 49.54  | 134807       | 49.54           |
| 1      | I-000201911125222 | JOHNSON, JORDINE M<br>JOHNSON, JORDINE M                 | R             | 11/20/2019    |          | 76.73  | 134808       | 76.73           |
| 1      | I-000201911125223 | PARADOVSKAYA, DARYA<br>PARADOVSKAYA, DARYA               | R             | 11/20/2019    |          | 13.02  | 134809       | 13.02           |
| 1      | I-000201911125224 | NELSON, MALIKA<br>NELSON, MALIKA                         | R             | 11/20/2019    |          | 38.21  | 134810       | 38.21           |
| 1      | I-000201911125225 | MOUA, SOUK<br>MOUA, SOUK                                 | R             | 11/20/2019    |          | 56.70  | 134811       | 56.70           |
| 1      | I-000201911125226 | GIMPEL, MADISON<br>GIMPEL, MADISON                       | R             | 11/20/2019    |          | 39.50  | 134812       | 39.50           |

PACKET: 04330 US - Refund

VENDOR SET: 01 City of North St Paul

\*\*\*\* CHECK LISTING \*\*\*\*

BANK: AP PREMIER BANK

| VENDOR | I.D.              | NAME              | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|-------------------|-------------------|---------------|---------------|----------|--------|--------------|-----------------|
| 1      |                   | WESS, JOSEPH      |               |               |          |        |              |                 |
|        | I-000201911125227 | WESS, JOSEPH      | R             | 11/20/2019    |          | 39.40  | 134813       | 39.40           |
| 1      |                   | YANG, CHINO       |               |               |          |        |              |                 |
|        | I-000201911125228 | YANG, CHINO       | R             | 11/20/2019    |          | 154.78 | 134814       | 154.78          |
| 1      |                   | KONG, GAO         |               |               |          |        |              |                 |
|        | I-000201911125229 | KONG, GAO         | R             | 11/20/2019    |          | 51.87  | 134815       | 51.87           |
| 1      |                   | VANG, PA MEE      |               |               |          |        |              |                 |
|        | I-000201911125230 | VANG, PA MEE      | R             | 11/20/2019    |          | 131.99 | 134816       | 131.99          |
| 1      |                   | HUYNH, DANNY      |               |               |          |        |              |                 |
|        | I-000201911125231 | HUYNH, DANNY      | R             | 11/20/2019    |          | 129.54 | 134817       | 129.54          |
| 1      |                   | GUTIERREZ, CHERIE |               |               |          |        |              |                 |
|        | I-000201911125232 | GUTIERREZ, CHERIE | R             | 11/20/2019    |          | 133.68 | 134818       | 133.68          |
| 1      |                   | FORT, GEORGIA     |               |               |          |        |              |                 |
|        | I-000201911125233 | FORT, GEORGIA     | R             | 11/20/2019    |          | 39.70  | 134819       | 39.70           |
| 1      |                   | WEBER, WANDA      |               |               |          |        |              |                 |
|        | I-000201911125234 | WEBER, WANDA      | R             | 11/20/2019    |          | 28.39  | 134820       | 28.39           |
| 1      |                   | YANG, KIA         |               |               |          |        |              |                 |
|        | I-000201911125235 | YANG, KIA         | R             | 11/20/2019    |          | 12.33  | 134821       | 12.33           |
| 1      |                   | HOLTZ, HEATHER    |               |               |          |        |              |                 |
|        | I-000201911125236 | HOLTZ, HEATHER    | R             | 11/20/2019    |          | 62.54  | 134822       | 62.54           |
| 1      |                   | BLEILER, CHARLENE |               |               |          |        |              |                 |
|        | I-000201911125237 | BLEILER, CHARLENE | R             | 11/20/2019    |          | 40.57  | 134823       | 40.57           |
| 1      |                   | BAKEWELL, TROY    |               |               |          |        |              |                 |
|        | I-000201911125238 | BAKEWELL, TROY    | R             | 11/20/2019    |          | 81.57  | 134824       | 81.57           |
| 1      |                   | TEFERA, TEHUT     |               |               |          |        |              |                 |
|        | I-000201911125239 | TEFERA, TEHUT     | R             | 11/20/2019    |          | 13.28  | 134825       | 13.28           |
| 1      |                   | POWELL, SCOTT     |               |               |          |        |              |                 |
|        | I-000201911125240 | POWELL, SCOTT     | R             | 11/20/2019    |          | 119.10 | 134826       | 119.10          |
| 1      |                   | BENSCOTER, MATT   |               |               |          |        |              |                 |
|        | I-000201911125241 | BENSCOTER, MATT   | R             | 11/20/2019    |          | 96.67  | 134827       | 96.67           |

PACKET: 04330 US - Refund

VENDOR SET: 01 City of North St Paul

\*\*\*\* CHECK LISTING \*\*\*\*

BANK: AP PREMIER BANK

| VENDOR | I.D.              | NAME               | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|-------------------|--------------------|---------------|---------------|----------|--------|--------------|-----------------|
| 1      |                   | REISINGER, MICHELE |               |               |          |        |              |                 |
|        | I-000201911125242 | REISINGER, MICHELE | R             | 11/20/2019    |          | 116.73 | 134828       | 116.73          |

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

|                     | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---------------------|-----|-----------|-----------|---------------|
| REGULAR CHECKS:     | 31  | 0.00      | 2,659.37  | 2,659.37      |
| 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:        | 31  | 0.00      | 2,659.37  | 2,659.37      |

PACKET: 04335 Regular Payments

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D.                                                    | DESC                                                     | CHECK<br>TYPE | CHECK<br>DATE                          | DISCOUNT | AMOUNT                           | CHECK<br>NO#               | CHECK<br>AMOUNT |
|--------|----------------------------------------------------------------|----------------------------------------------------------|---------------|----------------------------------------|----------|----------------------------------|----------------------------|-----------------|
| A00995 | A-1 HYDRAULIC SALES & SER<br>I-0120679-IN                      | COUPLERS                                                 | R             | 11/20/2019                             |          | 164.03CR                         | 134829                     | 164.03          |
| A01176 | ALPHA VIDEO AND AUDIO INC<br>I-SYSINV26828                     | VIDEO/AUDIO INSTALLATION                                 | R             | 11/20/2019                             |          | 110,055.95CR                     | 134830                     | 110,055.95      |
| B02023 | BAKER TILLY MUNICIPAL ADVISORS<br>I-BTMA2723                   | ARBITRAGE COMPLIANCE REPORT                              | R             | 11/20/2019                             |          | 3,100.00CR                       | 134831                     | 3,100.00        |
| B02053 | BLUE CROSS BLUE SHIELD OF MN<br>I-191101117568                 | DEC 2019 PREMIUM                                         | R             | 11/20/2019                             |          | 39,195.78CR                      | 134832                     | 39,195.78       |
| C03002 | CAMPBELL KNUTSON PA<br>I-14-2076-0061G<br>I-17-2076-0066G      | LEGAL SERVICES<br>LEGAL SERVICES                         | R<br>R        | 11/20/2019<br>11/20/2019               |          | 518.00CR<br>336.00CR             | 134833<br>134833           | <br>854.00      |
| C03066 | CINTAS<br>I-4034068620<br>I-4034068655<br>I-4034068704         | UNIFORM SERVICES<br>UNIFORM SERVICES<br>UNIFORM SERVICES | R<br>R<br>R   | 11/20/2019<br>11/20/2019<br>11/20/2019 |          | 102.71CR<br>78.17CR<br>8.93CR    | 134834<br>134834<br>134834 | <br><br>189.81  |
| C03067 | CENTURY FENCE COMPANY<br>I-198680101                           | TENNIS COURT FENCING S LAKE                              | R             | 11/20/2019                             |          | 2,840.00CR                       | 134835                     | 2,840.00        |
| C03078 | CERTIFIED RECYCLING<br>I-52522                                 | RECYCLING                                                | R             | 11/20/2019                             |          | 293.25CR                         | 134836                     | 293.25          |
| C03198 | CRYSTEEL TRUCK EQUIPMENT<br>I-F45569<br>I-F45628<br>I-FP174154 | HEADLAMP KIT<br>PARTS<br>SPRING EYEBOLT PAINT            | R<br>R<br>R   | 11/20/2019<br>11/20/2019<br>11/20/2019 |          | 207.06CR<br>101.31CR<br>128.21CR | 134837<br>134837<br>134837 | <br><br>436.58  |
| D04012 | DAKOTA SUPPLY GROUP<br>I-E946618<br>I-F124328                  | BRONZE LIGHT POLE<br>RAD ELBOW                           | R<br>R        | 11/20/2019<br>11/20/2019               |          | 3,744.00CR<br>890.00CR           | 134838<br>134838           | <br>4,634.00    |
| D04042 | DC GROUP INC<br>I-FS19-15414                                   | MAINT CONTRACT10/1/19-9/30/20                            | R             | 11/20/2019                             |          | 2,600.00CR                       | 134839                     | 2,600.00        |
| D04063 | COREMARK METALS<br>I-5004431                                   | COLD ROLLED STEEL                                        | R             | 11/20/2019                             |          | 9.86CR                           | 134840                     | 9.86            |

11/14/2019 2:50 PM  
 PACKET: 04335 Regular Payments  
 VENDOR SET: 01  
 BANK : AP PREMIER BANK

A / P CHECK REGISTER

PAGE: 2

\*\*\*\* CHECK LISTING \*\*\*\*

| VENDOR | NAME / I.D.                           | DESC                          | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT     | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|---------------------------------------|-------------------------------|---------------|---------------|----------|------------|--------------|-----------------|
| D04085 | DIRKS BROS LLC                        |                               |               |               |          |            |              |                 |
|        | I-1028196867                          | SNAP ON TOOLS                 | R             | 11/20/2019    |          | 94.10CR    | 134841       | 94.10           |
| E05012 | ECOLAB INSTITUTIONAL                  |                               |               |               |          |            |              |                 |
|        | I-6252202587                          | ENZYMATIC                     | R             | 11/20/2019    |          | 301.72CR   | 134842       | 301.72          |
| E05125 | EMERGENCY APPARATUS MTN               |                               |               |               |          |            |              |                 |
|        | I-108451                              | SERVICE ON LADDER 530         | R             | 11/20/2019    |          | 1,502.92CR | 134843       |                 |
|        | I-108452                              | ENGINE 520 SERVICE REPAIRS    | R             | 11/20/2019    |          | 1,142.11CR | 134843       |                 |
|        | I-108903                              | ENGINE 520 SERVICE            | R             | 11/20/2019    |          | 1,942.82CR | 134843       | 4,587.85        |
| E05126 | EMERGENCY AUTOMOTIVE TECHNOLOGIES INC |                               |               |               |          |            |              |                 |
|        | I-AW110119-1                          | ECCO SMART ALARM              | R             | 11/20/2019    |          | 184.94CR   | 134844       |                 |
|        | I-DL102419-24                         | LED LIGHTHEADS                | R             | 11/20/2019    |          | 369.00CR   | 134844       |                 |
|        | I-DL10241924A                         | ROOFTOP BRAKE LIGHT           | R             | 11/20/2019    |          | 289.00CR   | 134844       | 842.94          |
| E05230 | ESS BROTHERS & SONS INC               |                               |               |               |          |            |              |                 |
|        | I-ZZ10284                             | ADJ RING                      | R             | 11/20/2019    |          | 154.00CR   | 134845       | 154.00          |
| F06008 | ENTIRA FAMILY CLINICS                 |                               |               |               |          |            |              |                 |
|        | I-201911135243                        | EMPLOYEE TESTING              | R             | 11/20/2019    |          | 54.00CR    | 134846       |                 |
|        | I-201911135244                        | EMPLOYEE TESTING              | R             | 11/20/2019    |          | 93.00CR    | 134846       |                 |
|        | I-201911135245                        | FLU SHOTS                     | R             | 11/20/2019    |          | 888.00CR   | 134846       | 1,035.00        |
| G07176 | GOPHER STATE ONE CALL                 |                               |               |               |          |            |              |                 |
|        | I-9100636                             | LOCATES                       | R             | 11/20/2019    |          | 400.95CR   | 134847       | 400.95          |
| G07280 | GRAINGER INC                          |                               |               |               |          |            |              |                 |
|        | I-9308364265                          | DOOR CLOSER                   | R             | 11/20/2019    |          | 235.54CR   | 134848       |                 |
|        | I-9339453814                          | DOORCLOSER                    | R             | 11/20/2019    |          | 435.97CR   | 134848       | 671.51          |
| G07300 | GRUBER'S POWER EQUIPMENT              |                               |               |               |          |            |              |                 |
|        | I-193027                              | CHAINSAW OIL                  | R             | 11/20/2019    |          | 58.99CR    | 134849       | 58.99           |
| H08162 | HOLIDAY                               |                               |               |               |          |            |              |                 |
|        | I-201911135246                        | GAS 1400015462876 FIRE DEPT   | R             | 11/20/2019    |          | 636.96CR   | 134850       |                 |
|        | I-201911135247                        | GAS 1400015462884 OH ELECTRIC | R             | 11/20/2019    |          | 438.25CR   | 134850       |                 |
|        | I-201911135248                        | GAS 1400015462957 UG ELECTRIC | R             | 11/20/2019    |          | 551.64CR   | 134850       | 1,626.85        |
| H08165 | HOME DEPOT                            |                               |               |               |          |            |              |                 |
|        | I-513320                              | KEYS                          | R             | 11/20/2019    |          | 9.10CR     | 134851       | 9.10            |

11/14/2019 2:50 PM  
 PACKET: 04335 Regular Payments  
 VENDOR SET: 01  
 BANK : AP PREMIER BANK

A / P CHECK REGISTER

PAGE: 3

\*\*\*\* CHECK LISTING \*\*\*\*

| VENDOR | NAME / I.D.                                      | DESC                        | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT      | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|--------------------------------------------------|-----------------------------|---------------|---------------|----------|-------------|--------------|-----------------|
| I09045 | IMPACT<br>I-143817                               | NOV NEWSLETTER              | R             | 11/20/2019    |          | 1,005.00CR  | 134852       | 1,005.00        |
| I09187 | IDC AUTOMATIC<br>I-0013352-IN                    | LIMIT SWITCH                | R             | 11/20/2019    |          | 160.92CR    | 134853       | 160.92          |
| L12028 | LAKE ELMO SOD FARM LLC<br>I-18769                | SOD                         | R             | 11/20/2019    |          | 150.10CR    | 134854       | 150.10          |
| L12049 | LANO EQUIPMENT<br>I-02-713136                    | WASHER & COLLAR             | R             | 11/20/2019    |          | 4.34CR      | 134855       | 4.34            |
| L12099 | LAW ENFORCEMENT LABOR SERVICES<br>I-201911145252 | NOV 2019 UNION DUES         | R             | 11/20/2019    |          | 663.00CR    | 134856       | 663.00          |
| L12103 | LAWSON PRODUCTS INC<br>I-9307126935              | FLOW BOLTS                  | R             | 11/20/2019    |          | 437.25CR    | 134857       | 437.25          |
| L12384 | LOCAL UNION #320<br>I-201911145251               | NOV 2019 UNION DUES         | R             | 11/20/2019    |          | 1,385.00CR  | 134858       | 1,385.00        |
| M13056 | CITY OF MAPLEWOOD<br>I-201911145253              | MAPLEWOOD NOV BILL OCT SERV | R             | 11/20/2019    |          | 28,925.09CR | 134859       | 28,925.09       |
| M13074 | MET COUNCIL ENVIRONMENTAL SVCS<br>I-0001102545   | DEC WASTE WATER SERVICE     | R             | 11/20/2019    |          | 86,520.30CR | 134860       | 86,520.30       |
| M13110 | MENARDS-OAKDALE<br>I-90277                       | PVC CONDUIT                 | R             | 11/20/2019    |          | 207.68CR    | 134861       | 207.68          |
| M13192 | MN BENEFIT ASSOC<br>I-2019-0075287               | NOV LIFE INSURANCE          | R             | 11/20/2019    |          | 71.17CR     | 134862       | 71.17           |
| M14074 | MNSPECT LLC<br>I-7993                            | INSPECTIONS                 | R             | 11/20/2019    |          | 14,202.06CR | 134863       | 14,202.06       |
| M16475 | NCPERS GROUP LIFE INS.<br>I-663400112019         | NOV 2019 LIFE INSURANCE     | R             | 11/20/2019    |          | 128.00CR    | 134864       | 128.00          |
| N14177 | NAC MECHANICAL & ELECTRICAL SERVIES<br>I-164943  | HVAC REPAIRS                | R             | 11/20/2019    |          | 807.51CR    | 134865       |                 |
|        | I-165531                                         | HVAC REPAIRS                | R             | 11/20/2019    |          | 407.00CR    | 134865       | 1,214.51        |

PACKET: 04335 Regular Payments

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D.                                                                       | DESC                                                                    | CHECK<br>TYPE    | CHECK<br>DATE                                        | DISCOUNT | AMOUNT                                    | CHECK<br>NO#                         | CHECK<br>AMOUNT |
|--------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------|------------------|------------------------------------------------------|----------|-------------------------------------------|--------------------------------------|-----------------|
| O15006 | OAKDALE RENTAL CENTER<br>I-140957                                                 | CONCRETE #3 TRAILER                                                     | R                | 11/20/2019                                           |          | 239.00CR                                  | 134866                               | 239.00          |
| O15026 | OMG MIDWEST INC dba MN PAVING & MATERIALS<br>I-PAYVOUCHER#5                       | 2018 ST/UTILITY IMPRV PRJCT                                             | R                | 11/20/2019                                           |          | 529,208.25CR                              | 134867                               | 529,208.25      |
| O15032 | ON-SITE SANITATION<br>I-0000841942                                                | ON-SITE SANITATION                                                      | R                | 11/20/2019                                           |          | 130.00CR                                  | 134868                               | 130.00          |
| P16266 | PLAY BY DESIGN<br>I-201911145249<br>I-201911145250                                | REPLACEMENT SPRING<br>PLAYGROUND PARTS                                  | R<br>R           | 11/20/2019<br>11/20/2019                             |          | 408.00CR<br>45.00CR                       | 134869<br>134869                     | 453.00          |
| R17985 | RACHEL CONTRACTING INC<br>I-PAYVOUCHER#1                                          | ANCHOR BLOCK GRADING                                                    | R                | 11/20/2019                                           |          | 489,617.19CR                              | 134870                               | 489,617.19      |
| R18010 | RAMSEY COUNTY<br>I-PUBW-018226                                                    | ROAD STRIPING                                                           | R                | 11/20/2019                                           |          | 12,633.32CR                               | 134871                               | 12,633.32       |
| S19003 | INNOVATIVE OFFICE SOLUTIONS LLC<br>I-IN2739235<br>I-IN2742296                     | TONER<br>FLAGS, PAPER CLIPS, FOLDERS                                    | R<br>R           | 11/20/2019<br>11/20/2019                             |          | 99.10CR<br>39.62CR                        | 134872<br>134872                     | 138.72          |
| S19172 | SHAMROCK GROUP<br>I-2437355                                                       | SODA REFILLS                                                            | R                | 11/20/2019                                           |          | 228.50CR                                  | 134873                               | 228.50          |
| S19178 | SHERWIN-WILLIAMS<br>I-6277-2<br>I-6652-7                                          | PAINT<br>PAINT                                                          | R<br>R           | 11/20/2019<br>11/20/2019                             |          | 90.52CR<br>53.08CR                        | 134874<br>134874                     | 143.60          |
| S19433 | STAPLES ADVANTAGE<br>I-3428557965<br>I-3428557966<br>I-3430483170<br>I-3430556949 | STAPLES, STAPLER, SHT PRTCTRS<br>BINDERS<br>COPY PAPER<br>MOUNTING TAPE | R<br>R<br>R<br>R | 11/20/2019<br>11/20/2019<br>11/20/2019<br>11/20/2019 |          | 89.64CR<br>14.82CR<br>512.11CR<br>24.57CR | 134875<br>134875<br>134875<br>134875 | 641.14          |
| S19469 | SUMMIT COMPANIES<br>I-1446385                                                     | SPRINKLER INSPECTION                                                    | R                | 11/20/2019                                           |          | 870.00CR                                  | 134876                               | 870.00          |
| T20191 | TIMESAVER OFF SITE SECRETARIAL INC.<br>I-#M25192                                  | SECRETARIAL SERVICES                                                    | R                | 11/20/2019                                           |          | 145.00CR                                  | 134877                               | 145.00          |



PACKET: 04335 Regular Payments

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D.                 | DESC                   | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT     | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|-----------------------------|------------------------|---------------|---------------|----------|------------|--------------|-----------------|
| T20215 | TOKLE INSPECTIONS INC       |                        |               |               |          |            |              |                 |
|        | I-201911145254              | INSPECTIONS            | R             | 11/20/2019    |          | 927.20CR   | 134878       | 927.20          |
| T20309 | TRUCK UTILITIES MFG CO      |                        |               |               |          |            |              |                 |
|        | I-5344109                   | COUPLER WASHER NUT CAP | R             | 11/20/2019    |          | 293.58CR   | 134879       | 293.58          |
| T20420 | TRAFFIC CONTROL CORPORATION |                        |               |               |          |            |              |                 |
|        | I-116967                    | TRAFFIC SIGNAL LIGHTS  | R             | 11/20/2019    |          | 134.00CR   | 134880       | 134.00          |
| T20470 | TWIN CITY WATER CLINIC INC  |                        |               |               |          |            |              |                 |
|        | I-13848                     | WATER SAMPLES          | R             | 11/20/2019    |          | 256.00CR   | 134881       | 256.00          |
| U21215 | UPS                         |                        |               |               |          |            |              |                 |
|        | I-0000R93F25449             | SHIPPING CHARGES       | R             | 11/20/2019    |          | 271.29CR   | 134882       | 271.29          |
| U21294 | UCARE MINNESOTA             |                        |               |               |          |            |              |                 |
|        | I-191108002608              | DEC 2019 PREMIUMS      | R             | 11/20/2019    |          | 1,530.00CR | 134883       | 1,530.00        |
| Z26030 | ZARNOTH BRUSH WORKS INC     |                        |               |               |          |            |              |                 |
|        | I-0177580-IN                | BROOM REFILL           | R             | 11/20/2019    |          | 464.00CR   | 134884       | 464.00          |

PACKET: 04335 Regular Payments

VENDOR SET: 01

\*\*\* DRAFT/OTHER LISTING \*\*\*

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D.                | DESC                     | ITEM<br>TYPE | ITEM<br>DATE | DISCOUNT | AMOUNT       | ITEM<br>NO# | ITEM<br>AMOUNT |
|--------|----------------------------|--------------------------|--------------|--------------|----------|--------------|-------------|----------------|
| M13248 | MN DEPT OF REVENUE         |                          |              |              |          |              |             |                |
|        | I-201911145255             | OCT 2019 SALES & USE TAX | D            | 11/20/2019   |          | 50,216.00CR  | 000574      | 50,216.00      |
| M13300 | M M P A - C/O AVANT ENERGY |                          |              |              |          |              |             |                |
|        | I-3162                     | OCT POWER BILL           | D            | 11/20/2019   |          | 376,470.97CR | 000575      | 376,470.97     |

## \* \* T O T A L S \* \*

|                     | NO# | DISCOUNTS | CHECK AMT    | TOTAL APPLIED |
|---------------------|-----|-----------|--------------|---------------|
| REGULAR CHECKS:     | 56  | 0.00      | 1,347,554.48 | 1,347,554.48  |
| HANDWRITTEN CHECKS: | 0   | 0.00      | 0.00         | 0.00          |
| PRE-WRITE CHECKS:   | 0   | 0.00      | 0.00         | 0.00          |
| DRAFTS:             | 2   | 0.00      | 426,686.97   | 426,686.97    |
| VOID CHECKS:        | 0   | 0.00      | 0.00         | 0.00          |
| NON CHECKS:         | 0   | 0.00      | 0.00         | 0.00          |
| CORRECTIONS:        | 0   | 0.00      | 0.00         | 0.00          |
| REGISTER TOTALS:    | 58  | 0.00      | 1,774,241.45 | 1,774,241.45  |



**NORTH  
ST. PAUL**  
*extraordinary.*

## MEMORANDUM

TO: HRA Chairman and Commissioners  
FROM: Jacquelyn Lutmer, Accounting Technician  
DATE: November 19, 2019  
SUBJECT: Recommendation of approval of HRA claims list.

Claim Date

|                               |        |                   |
|-------------------------------|--------|-------------------|
| 11/20/2019 A/P Check Register | 134885 | \$ 2,688.12       |
| Total                         |        | <u>\$2,688.12</u> |

Approved this 19th day of November, 2019

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City Manager

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Mayor

11/14/2019 2:57 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04336 HRA A/P 11/20/19

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D.                              | DESC           | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT     | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|------------------------------------------|----------------|---------------|---------------|----------|------------|--------------|-----------------|
| R18039 | RAMSEY COUNTY PROPERTY RECORDS & REVENUE |                |               |               |          |            |              |                 |
|        | I-201911145256                           | PROPERTY TAXES | R             | 11/20/2019    |          | 2,688.12CR | 134885       | 2,688.12        |

## \* \* T O T A L S \* \*

|                     | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---------------------|-----|-----------|-----------|---------------|
| REGULAR CHECKS:     | 1   | 0.00      | 2,688.12  | 2,688.12      |
| 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      | 2,688.12  | 2,688.12      |

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Agenda Information Memorandum  
North St. Paul City Council

November 19, 2019

FROM THE OFFICE OF ADMINISTRATION

**Agenda placement:** Consent Agenda

**Subject:** Reschedule Council retreat workshop from Tuesday, December 10 to Tuesday, November 26, 2019 at 6:00 p.m.

**To:** Honorable Mayor and City Council

**Background/Facts:**

- Several Council members have a conflict for the December 10, 2019 Council Retreat Workshop.
- Staff has suggested the workshop be rescheduled to Tuesday, November 26, 2019 at 6:00 p.m.

**Recommendation:** It is recommended the City Council approve the rescheduling of the December 10, 2019 council retreat workshop to Tuesday, November 26, 2019 at 6:00 p.m.

**Attachments:**

Notice

Respectfully submitted,

/s/ SD by mm

Scott Duddeck  
City Manager

**CITY OF NORTH ST. PAUL**

**NOTICE OF RESCHEDULING OF  
CITY COUNCIL RETREAT WORKSHOP  
FROM TUESDAY, DECEMBER 10, 2019 TO  
TUESDAY, NOVEMBER 26, 2019  
6:00-8:00 P.M.**

The North St. Paul City Council hereby makes public notice of the rescheduling of the December 10, 2019 council retreat workshop to Tuesday, November 26, 2019 from 6:00-8:00 p.m. in the Sandberg Room at City Hall, 2400 Margaret Street, North St. Paul.

Scott Duddeck  
City Manager

Posted Wednesday, November 20, 2019

Agenda Information Memorandum  
North St. Paul City Council  
November 19, 2019

FROM THE OFFICE OF THE CITY ENGINEER

Agenda placement: CONSENT

**Subject:** WELL SEALING POLICY AUTHORIZATION

**To:** Honorable Mayor and City Council

**Background/Facts:**

- The original purpose of the well sealing cost share policy, started in 2004, was to encourage residents to seal abandoned wells to protect the City's groundwater.
- Initially the City and the Ramsey/Washington Watershed District contributed money toward sealing abandon wells. The Watershed District no longer has funds for this purpose.
- Since 2005 the City has authorized reimbursement of 50%, with a maximum of \$600, toward the cost of well sealing.
- The City cost share policy has been utilized seven (7) times between 2004-2015. There is a current resident inquiry into the program at this time.
- Staff feels the cost share policy remains a worthwhile incentive to get these wells sealed as soon as possible and it supports our Surface Water Pollution Protection Plan and Wellhead Protection Plan.
- Staff suggests reviewing this policy annually.

**Recommendation:** To authorize continuation of the City's well sealing cost share policy at its current reimbursement level of 50% reimbursement, with a maximum of \$600, for the remainder for 2019 and through 2020.

**ATTACHMENTS**

None

Respectfully submitted,

/s/ MD by mm

Morgan Dawley  
City Engineer

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck  
City Manager

Agenda Information Memorandum  
North St. Paul City Council  
November 19, 2019

FROM THE OFFICE OF COMMUNITY SERVICES

Agenda placement: Public Hearings / Meetings

**Subject:** 2018 Stormwater Pollution Prevention Plan (SWPPP) annual review and public meeting.

**To:** Honorable Mayor and City Council

**Background/Facts:**

- The Minnesota Pollution Control Agency (MPCA) has designated the City of North St. Paul (City) as a Municipal Separate Storm Sewer System (MS4) community.
- Each MS4 community is required to develop a Stormwater Pollution Prevention Plan (SWPPP) to address the six program areas of the MS4 permit. To meet the Public Participation requirement of the MS4 permit, the City is required to hold at least one opportunity annually for the public to provide input on the adequacy of the City's SWPPP.
- At the annual meeting on November 19, 2019, staff will deliver a short presentation on this past year's accomplishments related to stormwater activities, and receive any questions or comments from the community and the City Council regarding the City's SWPPP.

**Recommendation:** It is recommended the City Council review the 2018 MS4 Annual Report.

**Attachments:**

Respectfully submitted,

/s/ KS by mm

Keith Stachowski  
Parks Coordinator

/s/ DG by mm

Debra Gustafson  
Administrative and Community Services Director

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck  
City Manager





You are currently logged in as:

North St Paul City MS4

If this is correct, click the 'Next' button. If this information is incorrect, contact Cole Landgraf (651-757-2880, [cole.landgraf@state.mn.us](mailto:cole.landgraf@state.mn.us)).

## Before you begin...

A fillable Microsoft Word document with all of the questions is available at [https://stormwater.pca.state.mn.us/index.php?title=MS4\\_Annual\\_Report](https://stormwater.pca.state.mn.us/index.php?title=MS4_Annual_Report) (for personal use only, not for submittal).

The MS4 Annual Report for 2018 will automatically save your answers when you hit the 'Next' button at the bottom of each page.

If you wish to leave the MS4 Annual Report for 2018 and complete the document at another time, you may do so by clicking 'Next' at the bottom of your current page to save your progress before exiting the document. Return to the survey by following the previously used web link, and again login using your email and assigned password credentials. Once you successfully log in, your previous answers will appear.

**The MPCA will email a PDF of your MS4 Annual Report for 2018 information to you in a confirmation email within three business days after you submit this form.**

You may print a copy of the MS4 Annual Report for 2018 for your records at any time by pressing the 'Print' button at the bottom of the page.

Additionally, it is possible to save a PDF copy of the MS4 Annual Report for 2018 if you are working on a computer with OneNote (a program often included in Microsoft Office packages). Detailed saving instructions are available at [stormwater.pca.state.mn.us/index.php/Guidance\\_for\\_saving\\_MS4\\_annual\\_reports](https://stormwater.pca.state.mn.us/index.php/Guidance_for_saving_MS4_annual_reports).

## MS4 Annual Report for 2018

**Reporting period:** January 1, 2018 to December 31, 2018

**Due:** June 30, 2019

**Instructions:** Complete this annual report to provide a summary of your activities under the 2013 MS4 Permit (Permit) between January 1, 2018 and December 31, 2018. MPCA staff may contact you for additional information.

Fillable document available at [https://stormwater.pca.state.mn.us/index.php?title=MS4\\_Annual\\_Report](https://stormwater.pca.state.mn.us/index.php?title=MS4_Annual_Report) (for personal use only, not for submittal).

**Questions:** Contact Cole Landgraf (cole.landgraf@state.mn.us, 651-757-2880)

### MS4 General Contact Information

|                 |                                    |
|-----------------|------------------------------------|
| Full name       | Nick Fleischhacker                 |
| Title           | Public Works Director              |
| Mailing address | 2400 Margaret Street               |
| City            | North St. Paul                     |
| State           | MN                                 |
| Zip code        | 55109                              |
| Phone           | 651-757-2446                       |
| Email           | nick.fleischhacker@northstpaul.org |

### Preparer Contact Information (if different from the MS4 General Contact)

|                 |                             |
|-----------------|-----------------------------|
| Full name       | Meghan Litsey               |
| Title           | Sr. Environmental Scientist |
| Organization    | WSB                         |
| Mailing address | 701 Xenia Ave S, Suite 300  |
| City            | Golden Valley               |
| State           | Minnesota                   |
| Zip code        | 55416                       |
| Phone           | 612-723-9166                |
| Email           | mlitsey@wsbeng.com          |

## MCM 1: Public Education and Outreach

The following questions refer to Part III.D.1. of the Permit.

Q2 Did you select a stormwater-related issue of high priority to be emphasized during this Permit term? [Part III.D.1.a.(1)]

- ☒ Yes  
☐ No

Q3 What is your stormwater-related issue(s)? Check all that apply.

- ☒ TMDL(s)
- ☒ Local businesses
- ☒ Residential BMPs
- ☐ Pet waste
- ☒ Yard waste
- ☒ Deicing materials
- ☐ Household chemicals
- ☐ Construction activities
- ☐ Post-construction activities
- ☐ Other

Q4 Have you distributed educational materials or equivalent outreach to the public focused on illicit discharge recognition and reporting? [Part III.D.1.a.(2)]

- ☒ Yes
- ☐ No

Q5 Do you have an implementation plan as required by the Permit? [Part III.D.1.b.]

- ☒ Yes
- ☐ No

Q6 How did you distribute educational materials or equivalent outreach? Check all that apply and provide circulation/audience associated with each item. [Part III.D.1.a.]

- ☒ Brochure
- ☒ Newsletter
- ☐ Utility bill insert
- ☐ Newspaper ad
- ☐ Radio ad
- ☐ Television ad
- ☐ Cable access channel
- ☒ Stormwater-related event
- ☐ School presentation or project
- ☒ Website
- ☒ Other (1)
- ☐ Other (2)
- ☐ Other (3)

Other (1),  
describe:

Facebook

Q7 Intended audience? Check all that apply.

|                              | Residents                           | Local<br>Businesses                 | Developers                          | Students                            | Employees                | Other                    |
|------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|
| Brochure                     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| Newsletter                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| Stormwater-<br>related event | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Website                      | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (1)                    | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Q8 Enter the total circulation/audience (if unknown, use best estimate):**

|                          |      |
|--------------------------|------|
| Brochure                 | 75   |
| Newsletter               | 7100 |
| Stormwater-related event | 200  |
| Website                  | 1000 |
| Other (1)                | 1000 |

Provide a brief description of each activity related to public education and outreach (e.g. rain garden workshop, school presentation, public works open house) held and the date each activity was held from January 1, 2018 to December 31, 2018. [Part III.D.1.c.(4)]

**Q9 Date of activity****Q10 Description of activity**

Date (mm/dd/yyyy) 04/11/2018

Smart Salting Level 2 training: city/county staff and private contractors

Date (mm/dd/yyyy) 05/08/2018

Alternative Turf/Bee Lawn training for Master Gardeners and Master Water Stewards

Date (mm/dd/yyyy) 10/11/2018

Smart Salting Level 1 training: city/county staff

Date (mm/dd/yyyy) 06/01/2018

Throughout 2018: Master Water Stewards classes, field trips, capstone projects, tours, and outreach

Date (mm/dd/yyyy) 06/01/2018

Throughout 2018: newsletter/blog posts

Date (mm/dd/yyyy) 

Date (mm/dd/yyyy) 

Date (mm/dd/yyyy) 

**Q11** Between January 1, 2018 and December 31, 2018, did you modify your BMPs, measurable goals, or future plans for your public education and outreach program? [Part IV.B.]

- ☐ Yes  
☒ No

**MCM 2: Public Participation/Involvement**

The following questions refer to Part III.D.2.a. of the Permit.

Q12 You must provide a minimum of one opportunity each year for the public to provide input on the adequacy of your Stormwater Pollution Prevention Program (SWPPP). Did you provide this opportunity between January 1, 2018 and December 31, 2018? [Part III.D.2.a.(1)]

- ☒ Yes  
☐ No

Q13 What was the opportunity that you provided? Check all that apply.

- ☒ Public meeting  
☐ Public event  
☐ Other

Q14 Did you hold a stand-alone meeting or combine it with another event?

- ☐ Stand-alone  
☒ Combined

Enter the date  
of the public  
meeting  
(mm/dd/yyyy):

10/24/2018

Enter the  
number of  
citizens that  
attended and  
were  
informed  
about your  
SWPPP:

5

Q17 Between January 1, 2018 and December 31, 2018, did you receive any input regarding your SWPPP?

- ☐ Yes  
☒ No

Q19 Between January 1, 2018 and December 31, 2018, did you modify your BMPs, measurable goals, or future plans for your public participation/involvement program? [Part IV.B.]

- ☐ Yes  
☒ No

### MCM 3: Illicit Discharge Detection and Elimination

The following questions refer to Part III.D.3. of the Permit.

Q20 Do you have a regulatory mechanism which prohibits non-stormwater discharges to your MS4? [Part III.D.3.b.]

- ☒ Yes  
☐ No

- Q21 Did you identify any illicit discharges between January 1, 2018 and December 31, 2018? [Part III.D.3.h.(4)]
- ☐ Yes  
☒ No
- Q30 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your illicit discharge regulatory mechanism(s)? [Part III.B.]
- ☒ Yes  
☐ No
- Q31 Between January 1, 2018 and December 31, 2018, did you train all field staff in illicit discharge recognition (including conditions which could cause illicit discharges) and reporting illicit discharges for further investigations? [Part III.D.3.e.]
- ☒ Yes  
☐ No
- Q32 How did you train your field staff? Check all that apply.
- ☐ Email  
☐ PowerPoint  
☐ Presentation  
☐ Video  
☒ Field Training  
☐ Other

The following questions refer to Part III.C.1. of the Permit.

- Q33 Did you update your storm sewer system map between January 1, 2018 and December 31, 2018? [Part III.C.1.]
- ☒ Yes  
☐ No
- Q34 Does your storm sewer map include all pipes 12 inches or greater in diameter and the direction of stormwater flow in those pipes? [Part III.C.1.a.]
- ☒ Yes  
☐ No
- Q35 Does your storm sewer map include outfalls, including a unique identification (ID) number and an associated geographic coordinate? [Part III.C.1.b.]
- ☒ Yes  
☐ No
- Q36 Does your storm sewer map include all structural stormwater BMPs that are part of your MS4? [Part III.C.1.c.]
- ☒ Yes  
☐ No

- Q37 Does your storm sewer map include all receiving waters? [Part III.C.1.d.]
- ☒ Yes  
☐ No
- Q38 In what format is your storm sewer map available?
- ☐ Hardcopy only  
☒ GIS  
☐ CAD  
☐ Other
- Q39 Between January 1, 2018 and December 31, 2018, did you modify your BMPs, measurable goals, or future plans for your illicit discharge detection and elimination (IDDE) program? [Part IV.B.]
- ☐ Yes  
☒ No

#### MCM 4: Construction Site Stormwater Runoff Control

The following questions refer to Part III.D.4. of the Permit.

- Q40 Do you have a regulatory mechanism that is at least as stringent as the Agency's general permit to Discharge Stormwater Associated with Construction Activity (CSW Permit) No. MN R100001 (<http://www.pca.state.mn.us/index.php/view-document.html?gid=18984>) for erosion and sediment controls and waste controls? [Part III.D.4.a.]
- ☒ Yes  
☐ No
- Q41 Have you developed written procedures for site plan reviews as required by the Permit? [Part III.D.4.b.]
- ☒ Yes  
☐ No
- Q42 Have you documented each site plan review as required by the Permit? [Part III.D.4.f.]
- ☒ Yes  
☐ No
- Q43 Enter the number of site plan reviews conducted for sites an acre or greater of soil disturbance between January 1, 2018 and December 31, 2018:

4

Q44 What types of enforcement actions do you have available to compel compliance with your regulatory mechanism? Check all that apply and enter the number of each used from January 1, 2018 to December 31, 2018.

- ☒ Verbal warnings
- ☒ Notice of violation
- ☐ Administrative orders
- ☒ Stop-work orders
- ☒ Fines
- ☒ Forfeit of security of bond money
- ☐ Withholding of certificate of occupancy
- ☐ Criminal actions
- ☒ Civil penalties
- ☐ Other

Enter the number of verbal warnings issued:

Enter the number of notice of violations issued:

Enter the number of stop-work orders issued:

Enter the number of fines issued:

Enter the number of forfeitures of security bond money issued:

Enter the number of civil penalties issued:

Q45 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your construction site stormwater runoff control regulatory mechanism(s)? [Part III.B.]

- ☒ Yes
- ☐ No



Q46 Enter the number of active construction sites an acre or greater that were in your jurisdiction between January 1, 2018 and December 31, 2018:

3

Q47 Do you have written procedures for identifying priority sites for inspections? [Part III.D.4.d.(1)]

- ☒ Yes  
☐ No

Q48 How are sites prioritized for inspections? Check all that apply.

- ☐ Site topography  
☐ Soil characteristics  
☒ Types of receiving water(s)  
☐ Stage of construction  
☐ Compliance history  
☐ Weather conditions  
☐ Citizen complaints  
☐ Project size  
☐ Other

Q49 Do you have a checklist or other written means to document site inspections when determining compliance? [Part III.D.4.d.(4)]

- ☒ Yes  
☐ No

Q50 Enter the number of site inspections conducted for sites an acre or greater between January 1, 2018 and December 31, 2018:

24

Q51 Enter the frequency at which site inspections are conducted (e.g. daily, weekly, monthly): [Part III.D.4.d.(2)]

Weekly or monthly

Q52 Enter the number of trained inspectors that were available for construction site inspections between January 1, 2018 and December 31, 2018:

1

**Q53** Provide the contact information for the inspector(s) and/or organization that conducts construction stormwater inspections for your MS4. List your primary construction stormwater contact first if you have multiple inspectors.

**(1)**

**Inspector name**

Nicole Soderholm

Organization

RWMWD

Phone  
(Office)

651-792-7976

Phone  
(Work Cell)

Email

nicole.soderholm@rwmwd.org

Preferred  
contact  
method

phone

**(2)**

**Inspector name**

Organization

Phone  
(Office)

Phone  
(Work Cell)

Email

Preferred  
contact  
method

**(3)**

**Inspector name**

Organization

Phone  
(Office)

Phone  
(Work Cell)

Email

Preferred  
contact  
method

**Q54** What training did inspectors receive? Check all that apply.

- ☒ University of Minnesota Erosion and Stormwater Management Certification Program
- ☐ Qualified Compliance Inspector of Stormwater (QCIS)
- ☐ Minnesota Laborers Training Center Stormwater Pollution Prevention Plan Installer or Supervisor
- ☐ Minnesota Utility Contractors Association Erosion Control Training
- ☐ Certified Professional in Erosion and Sediment Control (CPESC)
- ☐ Certified Professional in Stormwater Quality (CPSWQ)
- ☐ Certified Erosion, Sediment and Storm Water Inspector (CESSWI)
- ☐ Other

Q55 Between January 1, 2018 and December 31, 2018, did you modify your BMPs, measurable goals, or future plans for your construction site stormwater runoff control program? [Part IV.B.]

- ☐ Yes  
☒ No

## MCM 5: Post-Construction Stormwater Management

The following questions refer to Part III.D.5. of the Permit.

Q56 Do you have a regulatory mechanism which meets all requirements as specified in Part III.D.5.a. of the Permit?

- ☒ Yes  
☐ No

Q57 What approach are you using to meet the performance standard for Volume, Total Suspended Solids (TSS), and Total Phosphorus (TP) as required by the Permit? [Part III.D.5.a.(2)]

Check all that apply.

Refer to the link <http://www.pca.state.mn.us/index.php/view-document.html?gid=17815> for guidance on stormwater management approaches.

- ☐ Retain a runoff volume equal to one inch times the area of the proposed increase of impervious surfaces on-site
- ☐ Retain the post-construction runoff volume on site for the 95th percentile storm
- ☐ Match the pre-development runoff conditions
- ☐ Adopt the Minimal Impact Design Standards (MIDS)
- ☐ An approach has not been selected
- ☒ Other method (Must be technically defensible--e.g. based on modeling, research and acceptable engineering practices)

Other, describe:

Defer to local watershed district for projects over one acre.

Q58 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your post-construction stormwater management regulatory mechanism(s)? [Part III.B.]

- ☒ Yes  
☐ No

Q59 Between January 1, 2018 and December 31, 2018, did you modify your BMPs, measurable goals, or future plans for your post-construction stormwater management program? [Part IV.B.]

- ☐ Yes  
☒ No

## MCM 6: Pollution Prevention/Good Housekeeping for Municipal Operations

The following questions refer to Part III.D.6. of the Permit.

- Q60 Enter the total number of structural stormwater BMPs, outfalls (excluding underground outfalls), and ponds within your MS4 (exclude privately owned).

|                            |                                 |
|----------------------------|---------------------------------|
| Structural stormwater BMPs | <input type="text" value="9"/>  |
| Outfalls                   | <input type="text" value="93"/> |
| Ponds                      | <input type="text" value="10"/> |

- Q61 Enter the number of structural stormwater BMPs, outfalls (excluding underground outfalls), and ponds that were inspected from January 1, 2018 to December 31, 2018 within your MS4 (exclude privately owned). [Part III.D.6.e.]

|                            |                                 |
|----------------------------|---------------------------------|
| Structural stormwater BMPs | <input type="text" value="9"/>  |
| Outfalls                   | <input type="text" value="36"/> |
| Ponds                      | <input type="text" value="10"/> |

- Q62 Have you developed an alternative inspection frequency for any structural stormwater BMPs, as allowed in Part III.D.6.e.(1) of the Permit?

☐ Yes  
☒ No

- Q63 Based on inspection findings, did you conduct any maintenance on any structural stormwater BMPs? [Part III.D.6.e.(1)]

☒ Yes  
☐ No

- Q64 Briefly describe the maintenance that was conducted:

- Q65 Do you own or operate any stockpiles, and/or storage and material handling areas? [Part III.D.6.e.(3)]

☒ Yes  
☐ No

- Q66 Did you inspect all stockpiles and storage and material handling areas quarterly? [Part III.D.6.e.(3)]

☒ Yes  
☐ No

- Q67 Based on inspection findings, did you conduct maintenance at any of the stockpiles and/or storage and material handling areas?

☒ Yes  
☐ No

Q68 Briefly describe the maintenance that was conducted:

Swept the public work's yard regularly, removed excess material, and maintained salt storage facility to properly contain salt.

Q69 Between January 1, 2018 and December 31, 2018, did you modify your BMPs, measurable goals, or future plans for your pollution prevention/good housekeeping for municipal operations program? [Part IV.B.]

- ☐ Yes  
☒ No

## Discharges to Impaired Waters with a USEPA-Approved TMDL that Includes an Applicable WLA

You must complete the **TMDL Annual Report Form**, available at:

[https://stormwater.pca.state.mn.us/index.php?title=Download\\_page\\_with\\_TMDL\\_forms](https://stormwater.pca.state.mn.us/index.php?title=Download_page_with_TMDL_forms).

Attach your completed TMDL Annual Report Form to this Annual Report as instructed below. [Part III.E.]

Q71 Click the "up arrow" icon below to upload your TMDL Annual report form. When it has uploaded successfully, a unique ID will appear in the box. Only files less than 10 MB in size will upload.

ref:0000000031:Q71

## Partnerships

Q78 Did you rely on any other regulated MS4s to satisfy one or more Permit requirements?

- ☒ Yes  
☐ No

Q79 Describe the agreements you have with other regulated MS4s and which Permit requirements the other regulated MS4s help satisfy: [Part IV.B.6.]

The RWMWD and Valley Branch Watershed District are delegated site plan review, post-construction stormwater management, inspection, and enforcement of construction sites one acre or larger. In addition, the City has an MOU with RWMWD for partnership on MCM 1-6 and TMDL requirements.

## Additional Information

If you would like to provide any additional files to accompany your annual report, use the space below to upload those files. For each space, you may attach one file. You may provide additional explanation and/or information in an email with the subject *YourMS4NameHere\_2018AR* to [ms4permitprogram.pca@state.mn.us](mailto:ms4permitprogram.pca@state.mn.us).

Q80 Click the "up arrow" icon below to upload a file. When it has uploaded successfully, a unique ID will appear in the box. Only files less than 10 MB in size will upload.

ref:0000000031:Q80

- Q81 Click the "up arrow" icon below to upload a file. When it has uploaded successfully, a unique ID will appear in the box. Only files less than 10 MB in size will upload.



- Q82 Click the "up arrow" icon below to upload a file. When it has uploaded successfully, a unique ID will appear in the box. Only files less than 10 MB in size will upload.



- Q83 Optional, describe the file(s) uploaded:

## Owner or Operator Certification

The person with overall administrative responsibility for SWPPP implementation and Permit compliance must certify this MS4 Annual Report. This person must be duly authorized and should be either a principal executive (i.e., Director of Public Works, City Administrator) or ranking elected official (i.e., Mayor, Township Supervisor).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete (Minn. R. 7001.0070). I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment (Minn. R. 7001.0540).

☒ Yes

By typing my name in the following box, I certify the above statements to be true and correct, to the best of my knowledge, and that information can be used for the purpose of processing my MS4 Annual Report.

|                       |                                                    |
|-----------------------|----------------------------------------------------|
| Name:                 | <input type="text" value="Nick Fleischhacker"/>    |
| Title:                | <input type="text" value="Public Works Director"/> |
| Date:<br>(mm/dd/yyyy) | <input type="text" value="06/27/2019"/>            |

## When you are ready to submit, you must click the 'Submit' button at the bottom of this page.

Provide the email(s) of the individual(s) you would like to receive the MS4 Annual Report for 2018 submittal confirmation email from the MPCA. After you click the Submit button below, please allow up to three business days to receive this email.

|              |                                                                 |
|--------------|-----------------------------------------------------------------|
| Email<br>(1) | <input type="text" value="nick.fleischhacker@northstpaul.org"/> |
| Email<br>(2) | <input type="text" value="Keith.Stachowski@northstpaul.org"/>   |
| Email<br>(3) | <input type="text" value="mlitsey@wsbeng.com"/>                 |

**Print or save a copy of your completed MS4 Annual Report for 2018 for your records. The MPCA will email a PDF of your MS4 Annual Report for 2018 information in a confirmation email within three business days after you submit this form to the email(s) you provided above.**

You may print a copy of the MS4 Annual Report for 2018 for your records by pressing the 'Print' button at the bottom of the page.

Additionally, it is possible to save a PDF copy of the MS4 Annual Report for 2018 if you are working on a computer with OneNote (a program often included in Microsoft Office packages). Detailed saving instructions are available at [stormwater.pca.state.mn.us/index.php/Guidance\\_for\\_saving\\_MS4\\_annual\\_reports](http://stormwater.pca.state.mn.us/index.php/Guidance_for_saving_MS4_annual_reports).

If you have any questions, contact MPCA staff Cole Landgraf (cole.landgraf@state.mn.us, 651-757-2880).

Agenda Information Memorandum  
North St. Paul City Council  
November 14, 2019

FROM THE OFFICE OF THE CITY PLANNER

Agenda placement: CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

**Subject:** 2104 and 2120 Eldridge – Minor Subdivision and CUP for Special Infill Housing

**To:** Honorable Mayor and City Council

**Background/Facts:**

- Applications for minor subdivision and conditional use permit for special infill housing were received in October 2019.
- The applicant proposes subdividing the property to create two new residential lots.
- The lots are smaller and narrower than the R-1 district standards, but are compliant with the Special Infill Housing provisions.
- Special Infill Housing allows for the creation of lots with up to a 10% reduction in lot area and width through the issuance of a CUP. Special Infill Housing requires that the proposed homes be of quality design, materials and development plan.
- The Planning Commission held a public hearing on November 7<sup>th</sup>. One resident expressed concerns about density and drainage.
- The Planning Commission unanimously recommended conditional approval of both applications, with conditions detailed in the attached staff report and resolution.

**Recommendation:** It is recommended the City Council approve the Minor Subdivision and Conditional Use Permit for Special Infill Housing per the Planning Commission's recommendation.

**Attachments:**

Staff Report  
Resolution of Conditional Approval  
Application Materials

Respectfully submitted,



Erin Perdu  
City Planner

APPROVED FOR AGENDA ENCLOSURE:



Scott Duddeck  
City Manager

## **MEMORANDUM**

Date: 11/14/2019  
To: Planning Commission Members  
From: Erin Perdu, AICP, City Planner  
Ryan Krzos, AICP, Planning Consultant  
CC: Scott Duddeck, City Manager  
Debra Gustafson, Administrative and Community Services Director  
Re: Application for a Minor Subdivision of property located at 2104 and 2120 Eldridge Avenue E and a Conditional Use Permit for Special Infill Housing

### **PLANNING COMMISSION RECOMMENDATION**

The Planning Commission held a public hearing on November 7<sup>th</sup> regular meeting. One resident spoke with concerns about density and drainage with new development on the site. The Planning Commission unanimously recommended that the City Council approve the project with the conditions outlined in this staff report. Further, the Commission stated that staff should thoroughly review future building permits for these parcels to ensure that drainage would not negatively impact surrounding properties.

### **BACKGROUND**

Seth Peterson of Coastland Productions, Inc (“the applicant”) on behalf of Donald Quist is requesting approval of a preliminary plat for a minor subdivision of property located at 2104 Eldridge Avenue E and a Conditional Use Permit (CUP) for Special Infill Housing on the site. The 0.51-acre subject site is currently zoned R-1, Single Family Residential District. An existing single-family dwelling with detached garage, addressed as 2104 Eldridge Ave, would be demolished to accommodate the project. The proposed land division would create four lots where two currently exist (so two new lots), using the provisions of the Special Infill Housing section of the Zoning Ordinance. Three of the four lots would contain the new Special Infill Housing dwellings, and the fourth would contain an existing residence addressed as 2120 Eldridge Ave. The property owners at 2120 Eldridge Ave have entered into an agreement with the applicant, to sell a portion of their existing lot to provide enough land to create the new lots.

Special Infill Housing allows for the creation of lots with a 10% reduction in the lot area and lot width standards through the issuance of a Conditional Use Permit in the R-1 district. The 2030 and draft 2040 Comprehensive Plans guide the subject property for low-density residential land uses. The proposed subdivision and CUP would enable the development of the site in a manner consistent with the Plan’s guidance.

The Planning Commission is asked to make a recommendation to the City Council to approve or deny the preliminary plat for a minor subdivision of property located at 2104 Eldridge Avenue E and the Conditional Use Permit for three Special Infill Housing units.



## FINDINGS

### **Preliminary Plat Review**

Standards for the review and approval of subdivisions of land are found in Chapter 153 of the City Code. The proposed lots would comply with the dimensional standards of the R-1 Zoning District provided approval for Special Infill Housing is granted. Without approval of the CUP, the proposed lots would be deficient with regard to required lot width and lot area in the R-1 District.

Note that the existing driveway for the home at 2120 Eldridge would be saw cut to remove 3 ft. of width so that it conforms to required side setbacks based on the location of the new property line.

### **Conditional Use Permit Review**

Standards for the review and approval of Conditional Use Permits are found in Chapter 154.004 Section F of the City Code are listed below in italics. Staff comments on each of the review criteria follow.

- i. *The use is consistent with the general purposes and intent of the Comprehensive Plan;*
  - The 2030 and draft 2040 Comprehensive Plans guide the site for Low Density Residential land uses. This designation allows for single-family detached uses at between 3 and 5.5 units per acre. The special infill housing development would add three single-family detached residential structures where one currently exists. The three lots containing the proposed structures totals 22,254 square feet in area or 0.51 acres. This equates to a density of 5.87 units per acre. The upper limit of this plan guidance was derived from the R-1 minimum lot area requirement of 7,920 sq. ft. per dwelling unit; which does not account for special infill housing reductions. Additionally, when accounting for the residence and land area that remains on parcel D, the overall density on the site is 5.03 units per acre.
- ii. *The use will not adversely affect the health, safety, or general welfare of the city;*
  - The Special Infill Housing request allows for the development of three new single-family detached residences. Staff does not find that the proposed use will negatively impact the health, safety, or welfare of the City.
- iii. *The use is compatible with present and future land uses in the surrounding area and reasonably related to the overall needs of the city;*
  - The proposed use would create additional single-family detached dwellings within an existing low-density neighborhood. Adjacent properties are all single-family detached dwellings and are zoned and are planned to remain as such. The proposed development would be consistent with the housing goals of the Comprehensive Plan to revitalize and enhance the quality of the housing stock so that it is attractive and appropriate for new buyers.
- iv. *The use or appearance of the use is compatible with adjacent properties;*

- The proposed residential structures are split-level style floor plans with pitched roofs finished with vinyl siding. These units would be of a similar character as residences in the vicinity.
- v. *The use can be adequately supported by public urban services including the water supply, transportation system and capacity, police and fire protection, utilities, and sanitary waste disposal and stormwater disposal systems;*
  - Water and sewer mains are available within the Eldridge Avenue right-of-way. The new residences will add a nominal demand on the existing transportation systems, and police and fire protection.
- vi. *The use will not create an excessive burden on existing parks, schools, and other public facilities which serve or are proposed to serve the area;*
  - The special infill housing development would add three households where one currently exists (or, when accounting for lot D, four where two currently exists). The two additional households would add a nominal number of users of parks, schools, or other public facilities.
- vii. *The use will be sufficiently compatible or separated by distance or screening from adjacent residentially zoned land;*
  - The single-family detached units to be developed under this special infill housing request would be within residentially zoned land and would be consistent with surrounding residential uses. Therefore, screening is not necessary.
- viii. *The use is in harmony with the general purposes and intent of this chapter and the zoning district in which the applicant intends to locate the proposed use;*
  - The purpose of the R-1 Zoning District is to allow, preserve and protect areas of lower-density residential and development consistent with the Comprehensive Plan. The requested Special Infill Housing development would provide additional detached residential units within the existing low-density neighborhood.
- ix. *The use will not create an intrusion of excessive noise, glare, or general unsightliness; and If applicable, the proposed use is consistent with officially adopted city plans and overlays.*
  - As noted above, the use is consistent with the Comprehensive Plan. There are no overlay districts governing the subject area. Lastly, the use is not anticipated to produce excess noise, glare, or unsightliness.

#### Additional Standards

Additional standards relevant to this site are located throughout the ordinance, and include the following:

#### **Section 154.006 Residential Zones, (C) Use, lot and design requirements**

The table below summarizes the requirements contained in this section of the code for the R-1 zoning designation and the proposed development

| <b>Requirement</b>               | <b>R-1</b>                                                                           | <b>Proposed</b>                                                                                       |
|----------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Minimum Lot Area                 | 7,920 <i>sf per dwelling unit (May be reduced by 10% for Special Infill Housing)</i> | <b>7,415 sq. ft.</b> Lots A, B, & C (a 6.3% reduction)<br>12,358 ft. Lot D                            |
| Minimum Lot Width                | 60 ft <i>(May be reduced by 10% for Special Infill Housing)</i>                      | <b>59.91 ft</b> Lots A, B, & C (a 0.15% reduction);<br>99.85 ft. Lot D                                |
| Front Yard Setback               | 25 ft                                                                                | <b>25 ft.</b> Lots A, B, & C;<br>23.72 Lot D (Existing Legal Non-Conformity)                          |
| Rear Yard Setback                | 25 ft                                                                                | <b>49 ft.</b> Lots A, B, & C;<br>72 ft. Lot D                                                         |
| Side Yard Setback                | 6 ft <i>internal, 15 ft corner</i>                                                   | <b>6 ft</b>                                                                                           |
| Maximum Height                   | Two (2) stories or 35 ft. <i>in height</i>                                           | Buildings will be One (1) or two (2) stories in height. None will exceed 35 ft as stated by applicant |
| Limit of Surfacing in Front Yard | 40%                                                                                  | <b>34%</b> Lots A, B, & C                                                                             |
| Minimum Livable Space            | 900 <i>sf 1 story, 1,200 sf 2 stories</i>                                            | The floor plans show <b>2,566</b> sq. ft. on two levels.                                              |
| Lot Coverage                     | 40%                                                                                  | <b>30%</b> Lots A, B, & C;<br>16% Lot D                                                               |
| Density                          | <i>Low (3 – 5.5 units/ac)</i>                                                        | 5.05 units per acre                                                                                   |

**Section 154.010 General Regulations, (A) Development standards, 7) Outdoor lighting**

*All outdoor lighting shall be directed away from adjoining property and from the street unless globe lighting is used. Bare incandescent light bulbs shall not be permitted in view of adjacent property or the public right-of-way, except decorative holiday lights having 7.5 watts or less. No exterior lighting shall exceed 0.4 foot candles at the lot line. Yard lights shall not be closer than five feet from the property line, provided the direct source of light is not visible from the public right-of-way or adjacent residential property.*

- No exterior lighting is shown on the submitted materials. Any installed exterior lighting fixtures would be required to comply with this requirement.

**Section 154.010 General Regulations, (A) Development standards, 9) Utility installations**

*All on site utility installations shall be placed underground.*

- Water and sanitary sewer service laterals will extend from existing mains in the Eldridge Avenue right-of-way. No information was provided with regard to electrical, cable, gas or any other utilities. Installation of any of these facilities would need to be underground.

**Section 154.010 General Regulations, (D) Supplemental regulations, 41) Special infill housing**

*(a) The parcel must be within 10% of meeting the conventional minimum lot width and lot area of the zoning district.*



*(b) Proposed houses must be of quality design, utilize high quality materials and are governed by a superior development plan with respect to design, orientation and location of the house and any accessory garages and building, the location of the driveway, required parking, landscaping, accessory buildings, if any, and other factors and features relevant to the site development and adjacent property.*

*(c) Due regard has been given to adjacent property.*

- As noted above, the proposed lots A, B, and C are within 6.0% and 0.15% of the lot area and lot width requirements of the R-1 district respectively.
- The submitted building elevations propose structures that are of a contemporary residential style. The proposed buildings locations are outside of required setback areas, and oriented with the front façade and front entryway facing the right-of-way.
- The design and layout of residences is consistent with the surrounding low-density residential neighborhood context which contains similar architectural styles.

***Section 154.010 General Regulations, (E) Architectural requirements, 3) General requirements, (b) Utilities***

*Building utility services and structures such as meters, transformers, refuse containers, including dumpsters, ancillary equipment and the like shall be either located inside the principal building, inside an accessory building, or, where outside be entirely screened from off-site views. For new buildings, all utilities shall be underground.*

- As noted above, water and sewer are available from underground mains in the Eldridge Avenue right-of-way. Any other utilities would need to be underground.

***Section 154.010 General Regulations, (E) Architectural requirements, 3) General requirements, (e) Pedestrian ways.***

*Buildings shall be designed with proper provision and orientation for a pedestrian system to serve and link development.*

- The proposed structures are oriented with their front facades and front entries facing the street. Each home would have a small covered porch and a concrete walkway providing a connection to the right-of-way. This block does not have existing sidewalk connections.

***Section 154.010 General Regulations, (E) Architectural requirements, 3) General requirements, (f) Pedestrian-oriented design***

*Building designs are encouraged to make the street enjoyable, visually interesting and comfortable. Individual buildings should be integrated with the streetscape to bring activity in the building in direct contact with the people on the street.*

- As noted above, the proposed structures are oriented with their front facing the street. Each building has an attached garage proposed along the front setback line, with the entryway and living area further offset. Given that the proposed use is low density residential, it is not necessarily desirable to have a high degree of contact between activity in the building and people on the street for privacy purposes.

***Section 154.010 General Regulations, (E) Architectural requirements, 3) General requirements, (g) Protection of views***

*Buildings shall be designed and oriented so as not to detract from one another or to unduly restrict views to open spaces, plazas and vistas.*

- The buildings would properly accommodate front, side and rear setbacks, thus would not distract from one another or their surroundings. There are no open spaces, plazas, or vistas near the project site that would be blocked from view.

**Section 154.010 General Regulations, (E) Architectural requirements, 4) Architectural control, (a) Single-family dwelling**

*Shall be designed to consist of exterior materials compatible with residential development in the area with due regard to architectural quality and the massing of structures.*

- The residential structures would be finished primarily with vinyl siding and an asphalt shingled roof. The overall form of the buildings is a traditional residential form and is consistent with other structures in the vicinity.

**Section 154.010 General Regulations, (F) Landscaping and screening, 3) Tree requirements, (a) Number of trees**

*Trees must be planted within the property lines and in a location as not to interfere with sight line visibility at maturity. The minimum number of trees of any given site shall be as follows:*

*i. Single- and two-family uses. A minimum of one tree per parcel.*

- The Site plan depicts one new tree per lot. The applicant has stated that the species of said tree would be determined by the perspective purchaser. The plan indicates that three existing trees would be removed to make way for the new buildings

**Section 154.010 General Regulations, (F) Landscaping and screening, 4) Landscape coverage**

*All residential district properties are encouraged to have diversified landscaping in addition to the landscaping required in setback areas for free-standing, detached structures. All landscaped areas are encouraged to be developed with live deciduous and coniferous plants, grass, trees, and shrubs which provide a variety of color, texture, height, and forms consistent with the needs of the site and other elements of the plan. The landscaped areas may contain, but not limited to, some decorative stones, wood, patio blocks, sculptures, and other appropriate ornamental features. Overall composition and location of landscaped areas shall complement the scale of the development and its surroundings. In general, larger, well-placed contiguous planting areas shall be preferred to smaller, disconnected areas. The following zoning classifications will have the following percentage of the lot landscaped:*

*(a) R-1 District. All areas, except for buildings, driveways and approved parking areas, shall be landscaped as described above. Landscaping may include retaining the natural landscape where appropriate. At least 60% of the front yard must be landscaped.*

- The proposed front yard area for lots A, B, & C are 1,497 sq. ft. in area. As proposed, 33% of the front yard within each lot would consist of driveway, and thus be hard surfaced. The balance would be landscaped area; thus, this criterion is met.

**Section 154.010 General Regulations, (F) Landscaping and screening, 5) Required yards and setbacks**

*(a) All developed uses shall consist of, but not limited to, a landscaped yard, including grass, plantings, decorative stones, trees and shrubs, along all streets.*

*(b) Except for driveways, the yard shall extend along the entire frontage of the lot, and along both streets in the case of a corner lot, such yard shall have a depth of at least ten feet.*



*(c) Required yards and setback areas, except driveways and areas used for accessory structures, shall be graded to final elevations and sodded or seeded and landscaped with grass, plantings, decorative stones, trees and shrubs.*

- Areas not devoted to buildings or driveways would be landscaped areas. The front yard area would be in excess of 10 feet in depth.

***Section 154.010 General Regulations, (F) Landscaping and screening, 8) Traffic visibility***

*In order to provide a clear view of intersecting streets to motorists, a triangular area of clear vision formed by the two intersecting streets and driveways and a line connecting said centerlines, shall be kept clear of visual obstruction, as specified below. (see FIGURE 23)*

*(a) Within any vision clearance triangle, screening, plantings, walls, fences or other obstructions are not permitted between a height of 30 inches and ten feet above the curb level, with the exception of fences with a maximum of three feet in height and at least two-thirds open to vision.*

*(b) Where two streets intersect, the line shall extend a minimum of 40 feet from the intersection of the two street property lines.*

*(c) At the intersection of a private drive or alley with a street, the line shall extend a minimum of ten feet from the intersection of the street and alley or drive property lines.*

- There are no proposed plantings that would interfere with the vision triangles created by the proposed new driveways.

**CITY ENGINEER REVIEW**

1. Two existing sanitary manholes are shown on the plan. Record drawings only indicate the eastern-most manhole. Verify whether the TC and invert elevation shown on the western manhole should be associated with the existing manhole to the east.
2. There are no sewer and water services shown to Parcel B. A revised plan must be submitted to provide how this lot will be served.
3. A revised plan must be submitted to show the location of existing sewer and water services to Parcel D.
4. A revised plan must be submitted to provide the location of any existing or proposed curb stops and cleanouts on the plan.
5. A revised plan must be submitted to provide whether the services shown to parcels A and C are existing or proposed.
6. If new sewer and water services are required to be installed from the mains, full width pavement restoration is required on Eldridge Avenue in the location of the sewer and water connections.
7. A revised plan must be submitted to show proposed surface restoration at proposed sewer and water service locations.
8. A revised plan must be submitted to provide proposed low floor elevations to verify sanitary services will meet minimum grades.
9. The existing driveway on Parcel D is located in the 5' drainage and utility easement but is proposed to be cut back to a 3' setback.
10. A revised plan must be submitted to provide proposed driveway grades. Said plan must show existing elevations at the back of curb and proposed elevations at the garage floor.
11. A revised plan must be submitted to provide proposed spot elevations at the back and sides of the houses taking into consideration required siding separation. Said plan must

be revised to raise house elevations or lower highpoint elevations as necessary to achieve required drainage away from houses and minimum required 2% slopes.

12. A revised plan must be submitted to provide spot elevations along the existing edge of the alley.
13. Based on the information provided and County contours, the drainage along the west side of Parcel C appears to be trapped along the western property line. A revised plan must be submitted to provide additional drainage information to the west to verify that there is no adverse impact to the property to the west.
14. A revised plan must be submitted to revise the proposed contours to show swales along the lot lines in the backyard areas.
15. A revised plan must be submitted with a note added regarding erosion control to be implemented at the time of building permit application.

## RECOMMENDED ACTION

Based on the findings described in this report, staff recommends the following actions:

1. **Approval** of the requested preliminary plat for the minor subdivision as the application meets the requirements as set forth by City Code Chapter 153 subject to the following conditions:
  - a. Payment of Park dedication fees for two new residential parcels.
  - b. Permanent drainage and utility easements included in the final plat as required by the City Engineer.
  - c. The existing driveway for the home at 2120 Eldridge be reduced in width by 3 feet in order to meet the required side setbacks based on the new property line location
  - d. Positive Action by the City Council on the Conditional Use Permit for Special Infill Housing.
2. **Approval** of the requested conditional use permit subject to the following conditions:
  - a. Two existing sanitary manholes are shown on the plan. Record drawings only indicate the eastern-most manhole. Verify whether the TC and invert elevation shown on the western manhole should be associated with the existing manhole to the east.
  - b. There are no sewer and water services shown to Parcel B. A revised plan must be submitted to provide how this lot will be served.
  - c. A revised plan must be submitted to show the location of existing sewer and water services to Parcel D.
  - d. A revised plan must be submitted to provide the location of any existing or proposed curb stops and cleanouts on the plan.
  - e. A revised plan must be submitted to provide whether the services shown to parcels A and C are existing or proposed.
  - f. If new sewer and water services are required to be installed from the mains, full width pavement restoration is required on Eldridge Avenue in the location of the sewer and water connections.
  - g. A revised plan must be submitted to show proposed surface restoration at proposed sewer and water service locations.

- h. A revised plan must be submitted to provide proposed low floor elevations to verify sanitary services will meet minimum grades.
- i. A revised plan must be submitted to provide proposed driveway grades. Said plan must show existing elevations at the back of curb and proposed elevations at the garage floor.
- j. A revised plan must be submitted to provide proposed spot elevations at the back and sides of the houses taking into consideration required siding separation. Said plan must be revised to raise house elevations or lower highpoint elevations as necessary to achieve required drainage away from houses and minimum required 2% slopes.
- k. A revised plan must be submitted to provide spot elevations along the existing edge of the alley.
- l. Based on the information provided and County contours, the drainage along the west side of Parcel C appears to be trapped along the western property line. A revised plan must be submitted to provide additional drainage information to the west to verify that there is no adverse impact to the property to the west.
- m. A revised plan must be submitted to revise the proposed contours to show swales along the lot lines in the backyard areas.
- n. A revised plan must be submitted with a note added regarding erosion control to be implemented at the time of building permit application.

**CITY OF NORTH ST. PAUL**

**RESOLUTION NO. 2019-xxx**

**RESOLUTION APPROVING A CONDITIONAL USE  
PERMIT FOR SPECIAL INFILL HOUSING  
LOCATED AT 2104 ELDRIDGE AVENUE E.**

**WHEREAS**, the City of North St. Paul (“City”) has received an application for a Conditional Use Permit to allow for a Special Infill Housing development from Seth Peterson of Coastland Productions, Inc, 2128 Eldridge Ave E., North St. Paul, MN 55109 at the property located at 2104 Eldridge Ave. E.; and,

**WHEREAS**, the applicant is requesting the Conditional Use Permit to allow for a Special Infill Housing to create two new residential lots with up to a 10% reduction in lot area and width; and,

**WHEREAS**, the property is legally described as follows:

Lots 8, 9, 10, and 11, and the West ½ of Lot 7 of the FIFTH ADDITION TO NORTH ST. PAUL, Ramsey County, Minnesota; and,

**WHEREAS**, A public notice for the proposal was published in the newspaper dated October 25, 2019 and property owners within 350 feet of the site have been notified; and,

**WHEREAS**, the Planning Commission held a public hearing on November 7, 2019 to consider and receive public input and has reviewed this request and recommends the City Council approve the Conditional Use Permit.

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

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

1. Two existing sanitary manholes are shown on the plan. Record drawings only indicate the eastern-most manhole. Verify whether the TC and invert elevation shown on the western manhole should be associated with the existing manhole to the east.
2. There are no sewer and water services shown to Parcel B. A revised plan must be submitted to provide how this lot will be served.
3. A revised plan must be submitted to show the location of existing sewer and water services to Parcel D.
4. A revised plan must be submitted to provide the location of any existing or proposed

- curb stops and cleanouts on the plan.
5. A revised plan must be submitted to provide whether the services shown to parcels A and C are existing or proposed.
  6. If new sewer and water services are required to be installed from the mains, full width pavement restoration is required on Eldridge Avenue in the location of the sewer and water connections.
  7. A revised plan must be submitted to show proposed surface restoration at proposed sewer and water service locations.
  8. A revised plan must be submitted to provide proposed low floor elevations to verify sanitary services will meet minimum grades.
  9. A revised plan must be submitted to provide proposed driveway grades. Said plan must show existing elevations at the back of curb and proposed elevations at the garage floor.
  10. A revised plan must be submitted to provide proposed spot elevations at the back and sides of the houses taking into consideration required siding separation. Said plan must be revised to raise house elevations or lower highpoint elevations as necessary to achieve required drainage away from houses and minimum required 2% slopes.
  11. A revised plan must be submitted to provide spot elevations along the existing edge of the alley.
  12. Based on the information provided and County contours, the drainage along the west side of Parcel C appears to be trapped along the western property line. A revised plan must be submitted to provide additional drainage information to the west to verify that there is no adverse impact to the property to the west.
  13. A revised plan must be submitted to revise the proposed contours to show swales along the lot lines in the backyard areas.
  14. A revised plan must be submitted with a note added regarding erosion control to be implemented at the time of building permit application.

**ADOPTED** this 19<sup>th</sup> day of November 2019.

Motion by Council Member

Second by Council Member

Voting:

Aye:

Nay:

Abstain:

Absent:

---

Terry Furlong, Mayor

Attest:

---

Scott Duddeck, City Manager

**CITY OF NORTH ST. PAUL**

**RESOLUTION NO. 2019-xxx**

**RESOLUTION APPROVING A MINOR SUBDIVISION  
FOR THE PROPERTY AT 2104 AND 2120 ELDRIDGE AVENUE E.**

**WHEREAS**, the City of North St. Paul (“City”) has received a Minor Subdivision application from Seth Peterson of Coastland Productions, 2128 Eldridge Avenue E., North St. Paul, MN 55109, for the property located at 2104 and 2120 Eldridge Avenue E., and;

**WHEREAS**, the proposed subdivision is attached in Exhibit A, and;

**WHEREAS**, the applicant is requesting approval of a minor subdivision to split the existing single-family lot into two lots for the purpose of creating one new buildable single-family home lot, and;

**WHEREAS**, the proposed subdivision meets the requirements of City Code Chapter 153 and the dimensional standards of the R-1 Zoning District with reduction in lot width and lot area allowed for Special Infill Housing and;

**WHEREAS**, A public notice for the proposal was published in the newspaper dated October 25, 2019 and property owners within 350 feet of the site have been notified; and,

**WHEREAS**, the Planning Commission held a public hearing on November 7, 2019 to consider and receive public input and has reviewed this request and recommends the City Council approve the minor subdivision.

**WHEREAS**, the Planning Commission has reviewed this request and recommends the City Council approve the minor subdivision as stated in staff’s report and related minutes.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL**, the request for Minor Subdivision as shown in attached Exhibit A is hereby approved according to the plans reviewed by the Planning Commission and City Council.

**NOW, THEREFORE , LET IT BE FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL**, the subdivision is approved with the following conditions:

1. Payment of Park dedication fees for two new residential parcels.
2. Permanent drainage and utility easements shall be included in the final plat as required by the City Engineer.
3. The existing driveway for the home at 2120 Eldridge be reduced in width by 3 feet in order to meet the required side setbacks based on the new property line location

4. Positive Action by the City Council on the Conditional Use Permit for Special Infill Housing.

**ADOPTED** this 19<sup>th</sup> day of November 2019.

Motion by Council Member  
Second by Council Member

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

---

Terry Furlong, Mayor

Attest: \_\_\_\_\_  
             Scott Duddeck, City Manager





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

## ZONING & LAND USE APPLICATION

Escrow:  
\$500 min.  
(code 1.2044)

Application Fee:  
\$500.00  
(code 1.3290)

### APPLICATION FOR MINOR SUBDIVISION

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

#### APPLICANT INFORMATION

Applicant Name: Seth Peterson  
Company (if applicable): Coastland Productions Inc  
Address: 2108 Eldridge Ave E  
City, State, Zip: N. St. Paul MN 55109  
Phone Number: 651-303-1325  
Email: Sethbpeterson@mac.com  
Are you the owner of the property? YES ☒ NO  
(If no, you must supply property owner information)

Owner Name: Donald Bruce Quist JP  
Company (if applicable):  
Address: 2104 Eldridge Ave E  
City, State, Zip: N. St. Paul MN 55109  
Phone Number: 651-235-4090  
Email: donaldquist1953@gmail.com

#### PROPERTY INFORMATION

Street location of property (address): 2104 Eldridge Ave E. N. St. Paul MN 55109  
Parcel Identification Number (PID) (see Ramsey County website):  
Legal description of property: Lots 8 thru Lot 11 BLK 14 Fifth addn to N. St. Paul  
Present zoning of property (see City website): Residential  
Size of property (acreage): .46 Acres  
Title information: ☒ Abstract ☐ Torrens  
Property Description: ☒ Residential ☐ Commercial ☐ Industrial ☐ Institutional

#### PROPOSAL INFORMATION

Application is hereby made for a Minor Subdivision

☒ Lot Split ☒ Lot Combination ☒ Lot Line Adjustment

The applicant hereby grants permission for the City's employees, officials, and agents to enter onto the property that is subject to this application for the purposes of viewing the property and reviewing this request.

Provide a project description (attach additional paperwork if necessary): The purchase of 2104 Eldridge Ave E and the west half of lot 7 of 2100 Eldridge Ave E. These will then be split into three equal sized conforming infill lots and three homes constructed on these lots.

#### NOTE:

1. In addition, the City requires a Certificate of Survey reflecting the location(s) of the building(s) for all new construction prior to issuance of a building permit.
2. Filling or excavating a wetland may require a permit from the City or Watershed District.
3. County driveway permits are required where applicable.
4. Contact the Finance Department at (651) 747-2404 for sewer, water or any other pending or deferred assessments or cash connection charges. Any outstanding assessments or required cash connection fees must be paid at the time of application.
5. City Ordinances can be view online at [www.amlegal.com/north\\_saint\\_paul/](http://www.amlegal.com/north_saint_paul/)

## Review Process



## NOTE TO APPLICANT

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

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

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

## APPLICATION FEE STATEMENT

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

## REVIEW REQUIREMENTS

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

## ACKNOWLEDGEMENT

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

Applicant signature: \_\_\_\_\_

Date: 10/3/19

Owner Signature: \_\_\_\_\_

Date: 10/3/19

## PROPOSED MEETING DATES:

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

## FOR OFFICE USE ONLY

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

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

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

Date filed with Ramsey County Recorder office: \_\_\_\_\_





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

## ZONING & LAND USE APPLICATION

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

Application Fee:  
\$500.00  
(code 1.3290)

### APPLICATION FOR CONDITIONAL USE PERMIT

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

#### APPLICANT INFORMATION

Applicant Name: Seth Peterson  
Company (if applicable): Coastland Productions Inc  
Address: 2128 Eldridge Ave E  
City, State, Zip: N. St. Paul MN 55109  
Phone Number: 651-303-1325  
Email: Sethbpeterson@mac.com  
Are you the owner of the property? ☐ YES ☒ NO  
(If no, you must supply property owner information)

Owner Name: Donald Bruce Quist JR  
Company (if applicable):  
Address: 2104 Eldridge Ave E  
City, State, Zip: N. St. Paul MN 55109  
Phone Number: 651-235-4090  
Email: donald-quist1953@gmail.com

#### PROPERTY INFORMATION

Street location of property (address): 2104 Eldridge Ave E. N. St. Paul MN 55109  
Parcel Identification Number (PID) (see Ramsey County website): 142922120032  
Legal description of property: Lots 8 thru Lot 11 Blk 14 Fifth addn to N. St. Paul  
Present zoning of property (see City website): Residential 510 R - single family dwelling  
Size of property (acreage): .46 Acres  
Title information: ☒ Abstract ☐ Torrens  
Property Description: ☒ Residential ☐ Commercial ☐ Industrial ☐ Institutional

#### PROPOSAL INFORMATION

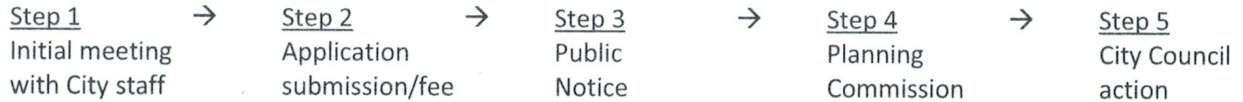
Application is hereby made for Conditional Use Permit to conduct the following: form three infill conforming lots  
Applicable Zoning Code Section (reference Zoning Code, see City website): Special infill housing provision

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

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

## LAND USE PROCESS

### Review Process



|                     | MONTH: _____ |          |          |          |          | MONTH: _____ |          |          |          |          |
|---------------------|--------------|----------|----------|----------|----------|--------------|----------|----------|----------|----------|
| App Submittal       |              |          |          |          |          |              |          |          |          |          |
| Design Review       |              |          |          |          |          |              |          |          |          |          |
| EAC                 |              |          |          |          |          |              |          |          |          |          |
| Parks & Rec         |              |          |          |          |          |              |          |          |          |          |
| Planning Commission |              |          |          |          |          |              |          |          |          |          |
| City Council        |              |          |          |          |          |              |          |          |          |          |
| <b>WEEKS:</b>       | <b>1</b>     | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>1</b>     | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |

### Regular Scheduled City Meetings:

#### PLANNING COMMISSION

1<sup>st</sup> Thursday of the month (6:15 p.m.)

#### DESIGN REVIEW COMMISSION

4<sup>th</sup> Thursday of the month (5:00 p.m.)

#### ENVIRONMENTAL ADVISORY COMMISSION

4<sup>th</sup> Monday of the month (6:00 p.m.)

#### PARKS & RECREATION COMMISSION

4<sup>TH</sup> Wednesday of the month (6:30 p.m.)

#### ECONOMIC DEVELOPMENT AUTHORITY

2<sup>ND</sup> Tuesday of every odd month (4:00 p.m.)

#### CITY COUNCIL

1<sup>st</sup> and 3<sup>rd</sup> Tuesday of the month (6:30 p.m.)

## APPLICATION SUBMITTALS

Required

Completed

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



## NOTE TO APPLICANT

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

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

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

## APPLICATION FEE STATEMENT

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

## REVIEW REQUIREMENTS

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

## ACKNOWLEDGEMENT

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

Applicant signature: \_\_\_\_\_

Date: 10/3/19

Owner Signature: \_\_\_\_\_

Date: 10/3/19

### PROPOSED MEETING DATES:

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

## FOR OFFICE USE ONLY

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

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

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

Date filed with Ramsey County Recorder office: \_\_\_\_\_

## Conditional Use Permit Proposal Information

1. Project to include the purchase of 2104 Eldridge Ave E and 2120 Eldridge Ave E. These two parcels will then be split into three special infill conforming lots and then three single family homes constructed on the lots.
2. The proposal is consistent with the Comprehensive Plan
3. The proposal will not adversely affect the health, safety or general welfare of the city.
4. The proposal is compatible with the present and future land uses in the surrounding area and reasonably related to the overall needs of the city.
5. The proposal is compatible with adjacent properties.
6. The proposal is adequately supported by public urban services including the water supply, transportation system and capacity, police and fire protection, utilities, and sanitary waste disposal and storm water disposal systems.
7. The proposal will not create an excessive burden on existing parks, schools, and other public facilities.
8. The proposal will be sufficiently compatible by distance or screening from adjacent residentially zoned land.
9. The proposal is in harmony with the general purpose and intent of this Chapter and the zoning district of the proposed use.
10. The proposal use will not create an intrusion of excessive noise, glare, or general unsightliness.
11. The proposal is consistent with officially adopted city plans and overlays.



MINOR SUBDIVISION for:  
Seth Peterson

PROPERTY ADDRESSES

2104 Eldridge Avenue East  
North Saint Paul, MN 55109

2120 Eldridge Avenue East  
North Saint Paul, MN 55109

EXISTING PARCEL DESCRIPTIONS:

Lots 8, 9, 10, and 11, Block 14, FIFTH ADDITION TO NORTH ST. PAUL,  
Ramsey County, Minnesota.

Lots 5, 6, and 7, Block 14, FIFTH ADDITION TO NORTH ST. PAUL,  
Ramsey County, Minnesota.

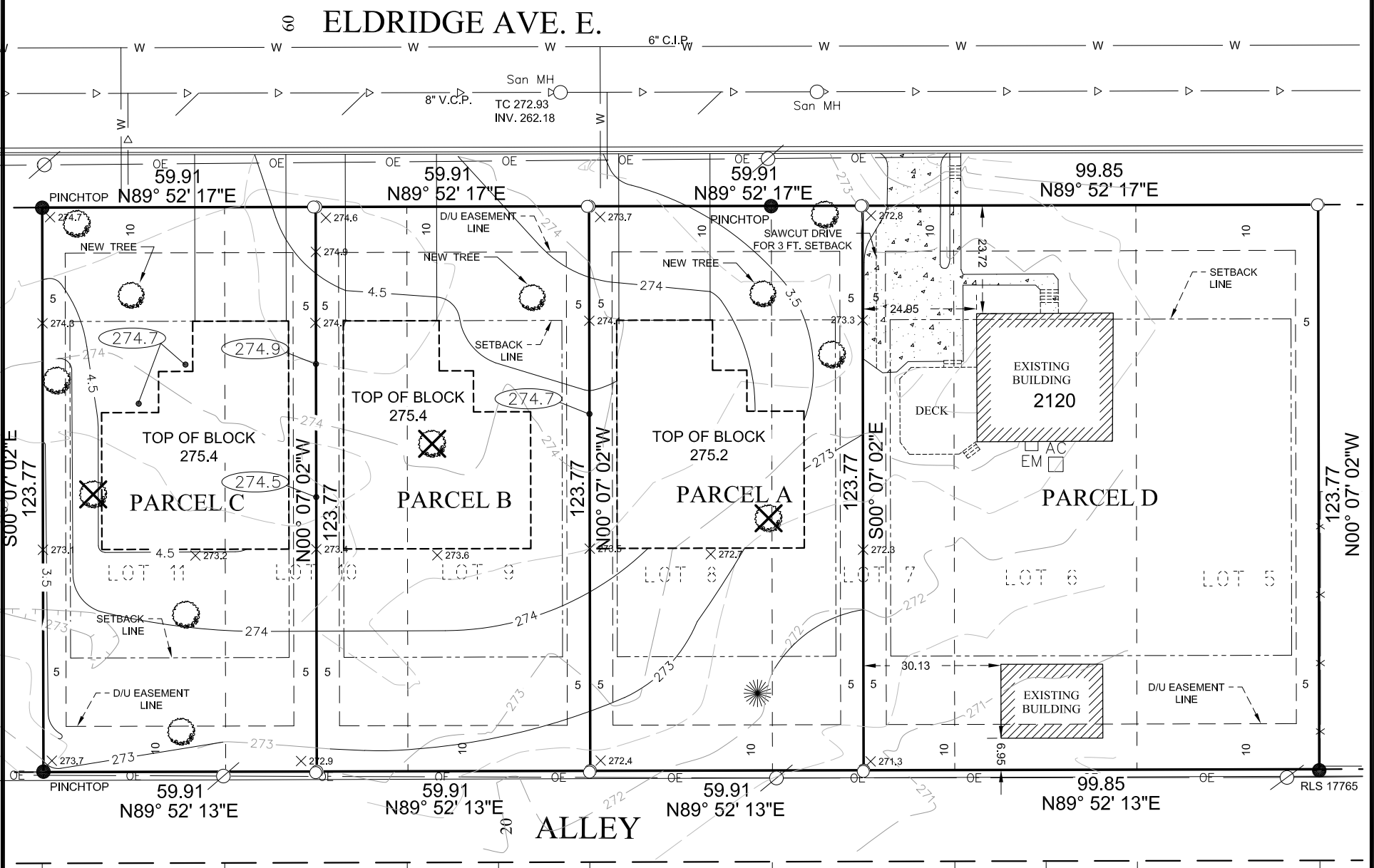
PROPOSED PARCEL DESCRIPTIONS:

Parcel A:  
The West 1/2 of Lot 7 and all of Lot 8, Block 14, FIFTH ADDITION TO NORTH ST.  
PAUL, Ramsey County, Minnesota. Subject to Drainage and Utility Easement over, under,  
and across the North 10 feet, the South 10 feet, the West 5 feet, and the East 5 feet of the  
West 1/2 of Lot 7 and all of Lot 8, Block 14, FIFTH ADDITION TO NORTH ST. PAUL,  
Ramsey County, Minnesota.

Parcel B:  
Lot 9 and the East 1/2 of Lot 10, Block 14, FIFTH ADDITION TO NORTH ST. PAUL,  
Ramsey County, Minnesota. Subject to Drainage and Utility Easement over, under, and  
across the North 10 feet, the South 10 feet, the West 5 feet, and the East 5 feet of the West  
Lot 9 and the East 1/2 of Lot 10, Block 14, FIFTH ADDITION TO NORTH ST. PAUL,  
Ramsey County, Minnesota.

Parcel C:  
The West 1/2 of Lot 10 and all of Lot 11, Block 14, FIFTH ADDITION TO NORTH ST.  
PAUL, Ramsey County, Minnesota. Subject to Drainage and Utility Easement over, under,  
and across the North 10 feet, the South 10 feet, the West 5 feet, and the East 5 feet of the  
West 1/2 of Lot 10 and all of Lot 11, Block 14, FIFTH ADDITION TO NORTH ST. PAUL,  
Ramsey County, Minnesota.

Parcel D:  
Lots 5, 6 and the East 1/2 of Lot 7, Block 14, FIFTH ADDITION TO NORTH ST. PAUL,  
Ramsey County, Minnesota. Subject to Drainage and Utility Easement over, under, and  
across the North 10 feet, the South 10 feet, the West 5 feet, and the East 5 feet of Lots 5,  
and 6 and the East 1/2 of Lot 7, Block 14, FIFTH ADDITION TO NORTH ST. PAUL,  
Ramsey County, Minnesota.



ZONING

R-1: Single Family Resedential

SETBACKS

Front: 25 ft.  
Side: 6 ft.  
Rear: 25 ft.

LOT AREA: 7,920 s.f. min.\*  
LOT WIDTH: 60 ft. min.\*  
LOT COVERAGE: 40% max.  
FRONT YARD SURFACE COVER: 40% max.

\* Special Infill Housing rules apply for these  
Parcels A, B, and C in the R-1 Zoning  
District. Parcels must be within 10% of  
the conventional lot area and width.

CALCULATIONS

PARCELS A, B & C:

Area: 7415 s.f.  
Width: 60 ft.  
Front Yard: 1497 s.f. (from face of gar.)

House: 1718 s.f.  
Drive: 500 s.f.

Impervious  
(1718+500)/7415=30%  
Front Yard Cover  
500/1497=33%  
Landscaped Front  
66%

PARCEL D

Area: 12,358 s.f.  
Width: 100 ft.

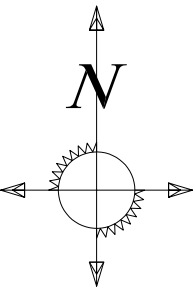
House: 837 s.f.  
Deck: 310 s.f.  
Garage: 361 s.f.  
Paving: 768 s.f.

Impervious  
(837+361+768)/12358=16%

NOTES

Sanitary sewer, water main and service  
information were taken from as-built drawings  
provided by the City and may be incomplete.

Horizontal Datum: City of St. Paul



LEGEND

- Iron Monument Found
- Iron Monument Set #21292
- ⊗ Power Pole
- ⊕ Hydrant
- ⊙ Light Pole
- AC □ Air Conditioner
- EM □ Electric Meter

101.7 x Existing Spot Elev.  
101.5 Proposed Spot Elev.

0 30  
Scale in Feet

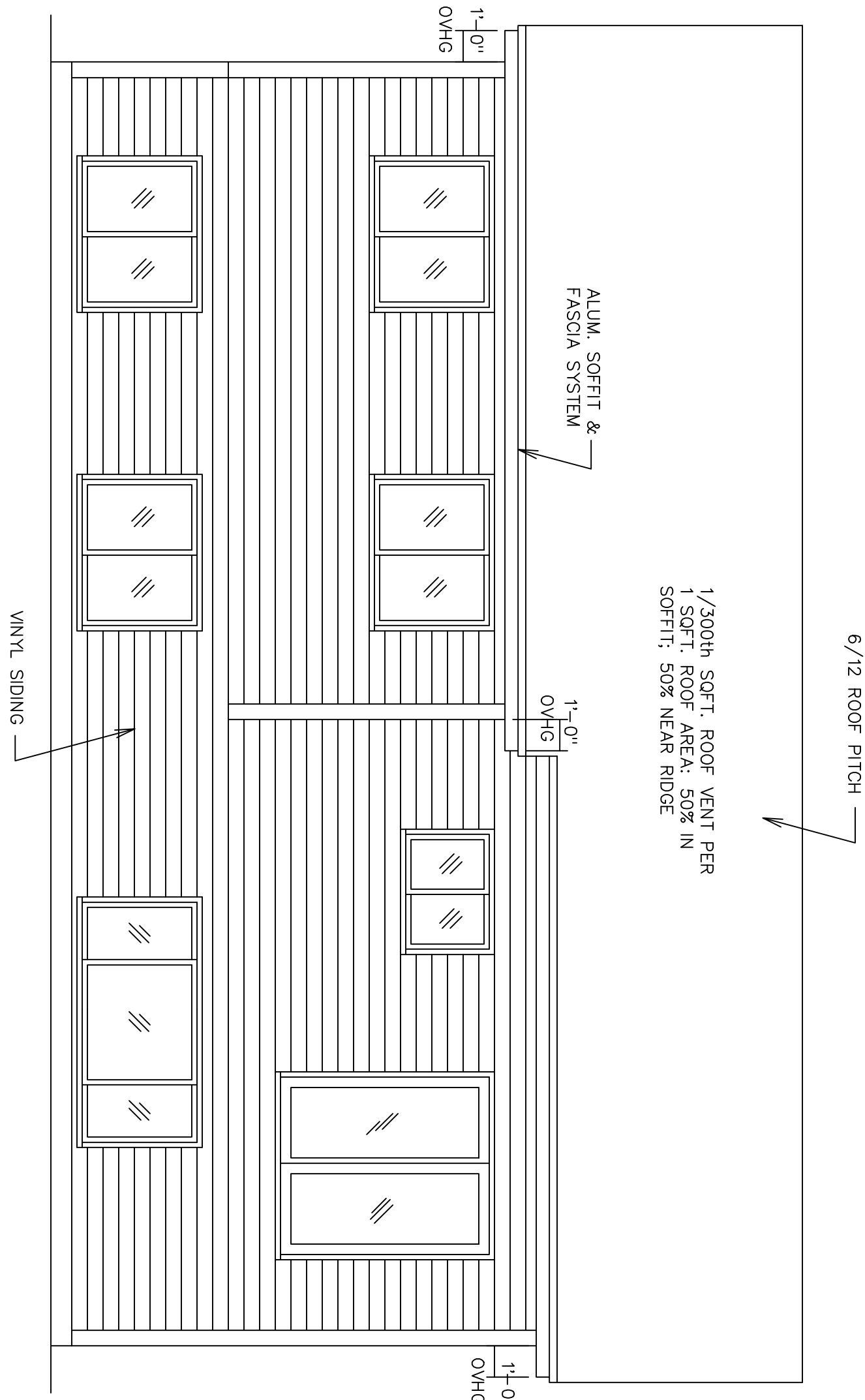
I hereby certify that this survey, plan  
or report was prepared by me or  
under my direct supervision and that I  
am a duly Licensed Land Surveyor  
under the laws of the State of  
Minnesota

Allen C. Schlipp  
DATE 10/7/19 LIC. NO. MN 21292



1440 Arcade St. Suite 250  
Saint Paul, MN 55106  
Phone: 651-766-0112  
Fax: 651-776-0206  
E-mail: info@mpasso.com





REAR ELEVATION

SCALE: 1/4"=1'-0"

HOUSE WRAP REQUIRED ON ALL STRUCTURES. PICTURES OF HOUSE WRAP INSTALLATION AND INSPECTION RECORD CARD MUST BE SUBMITTED TO THIS OFFICE PRIOR TO FINAL INSPECTION.

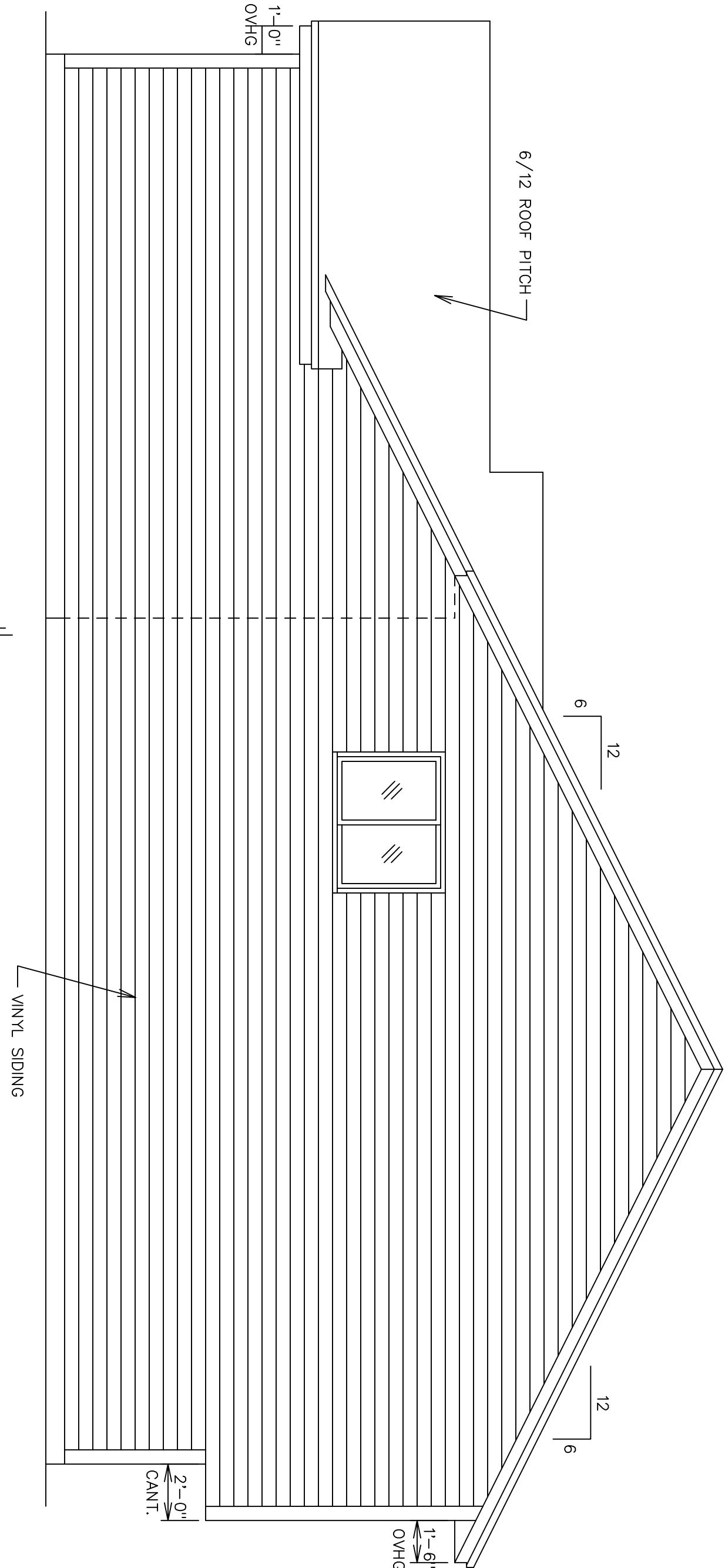
EAVE FLASHING/OE DAM PROTECTION REQUIRED ON DWELLING PLUS ATTACHED EAVE FLASHING INSPECTION REQUIRED.

NEED COMPLETE WEATHER PROTECTION BEFORE INSULATION

TEMPERED GLASS REQ'D AT EXTERIOR GLASS PATIO DOORS

LOT IRONS MUST BE VISIBLE AT TIME OF FOOTING INSPECTION

3-1/2" REFLECTIVE HOUSE NUMBERS APPLIED BEFORE FINAL INSPECTION



RIGHT SIDE ELEVATION

SCALE: 1/4"=1'-0"

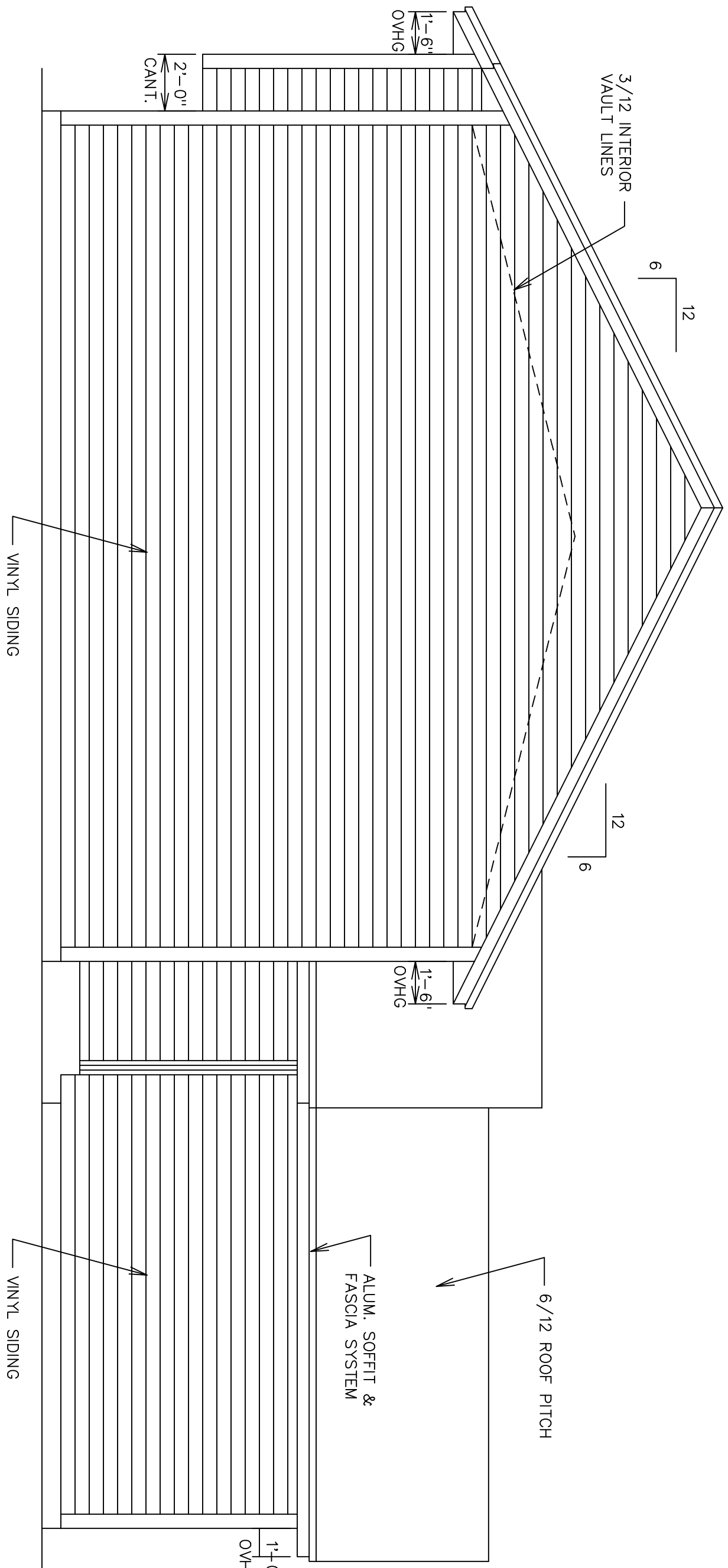
DO NOT APPLY SIDING OR HOUSE WRAP UNTIL AFTER SHEATHING INSPECTION

SILT FENCE REQUIRED PRIOR TO INSPECTIONS

MAXIMUM DRIVEWAY WIDTH AT CURB 24 FEET TO PROPERTY LINE

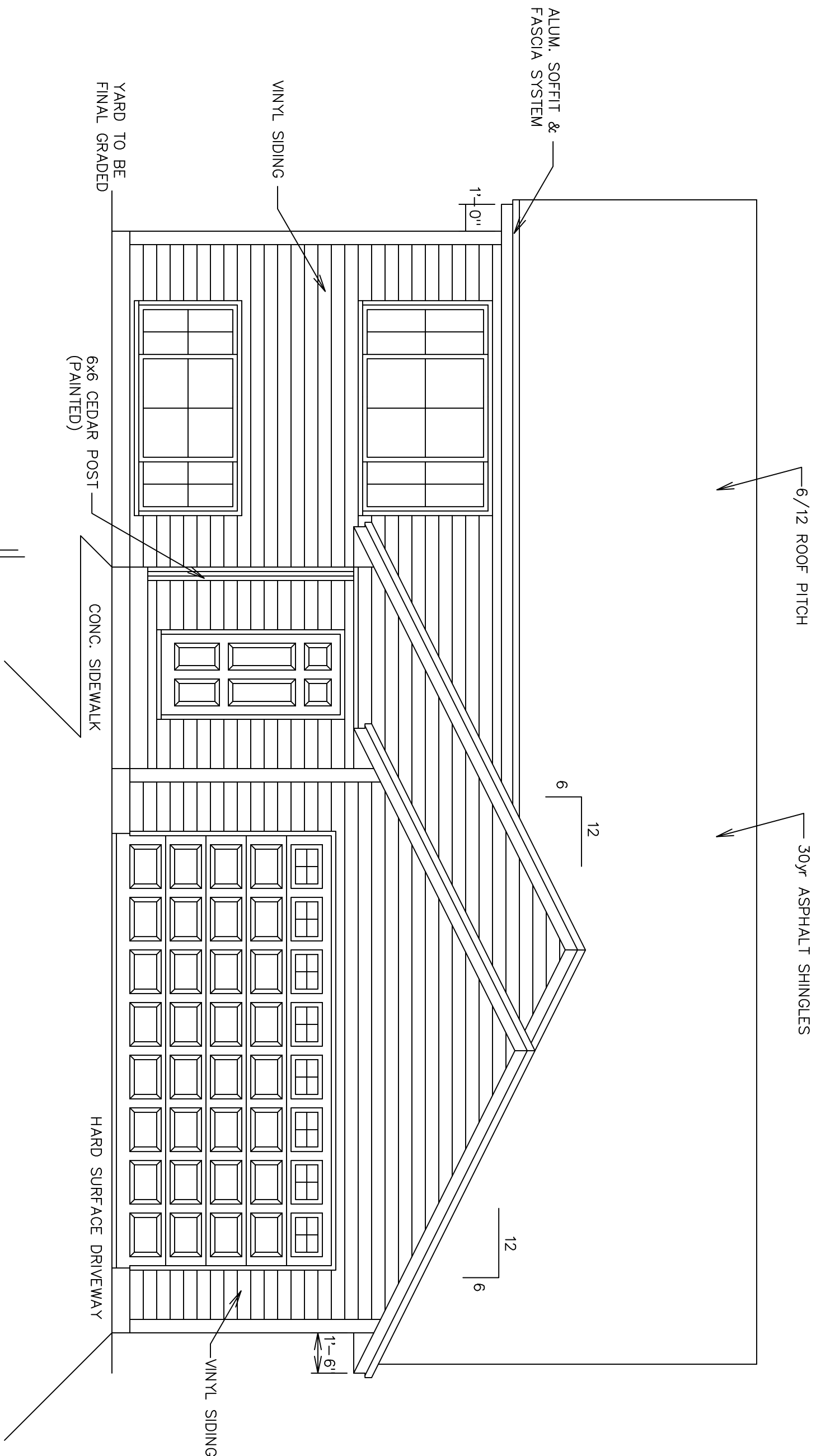
FLASHING - WEEP HOLES OR WEEP SCREDS REQUIRED FOR BRICK - STUCCO - STONE VENEER

RS02.2.1 POST-BEAM CONNECTION WHERE POST AND BEAM OR GIRDER CONSTRUCTION IS USED, THE DESIGN SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS SPEC. THE POSITIVE CONNECTION SHALL BE PROVIDED TO ENSURE AGAINST UPLIFT AND LATERAL DISPLACEMENT.



LEFT SIDE ELEVATION

SCALE: 1/4"=1'-0"



FRONT ELEVATION

SCALE: 1/4"=1'-0"

FIRST FLOOR SQ. FT.: 1,304  
FINISHED BSMT SQ. FT.: 976  
TOTAL SQ. FT.: 2,280



R502.2. POST BEAM CONNECTION WHERE POST AND BEAM OR GIRDER CONSTRUCTION IS USED, THE DESIGN SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS CODE. POSITIVE CONNECTION SHALL BE PROVIDED TO ENSURE AGAINST UPLIFT AND LATERAL DISPLACEMENT.

IF FOUNDATION WALLS ARE PARALLEL TO FLOOR FRAMING, SOLID BLOCKING OR DIAGONAL BRACING MUST BE INSTALLED AT THE ANCHOR BOLT LOCATIONS IN THE FIRST TWO JOIST OR TRUSS SPACES

NEED COMPLETE WEATHER PROTECTION BEFORE INSULATION

3-1/2" REFLECTIVE HOUSE NUMBERS APPLIED BEFORE FINAL INSPECTION

HOUSE WRAP REQUIRED ON ALL STRUCTURES. PICTURES OF HOUSE WRAP INSTALLATION AND INSPECTION RECORD CARD MUST BE SUBMITTED TO THIS OFFICE PRIOR TO FINAL INSPECTION.

DO NOT APPLY SIDING OR HOUSE WRAP UNTIL AFTER SHEATHING INSPECTION

EAVE FLASHING/ICE DAM PROTECTION REQUIRED ON DWELLING PLUS ATTACHED EAVE FLASHING INSPECTION REQUIRED.

ALL HABITABLE SPACES REQUIRE 8% LIGHT AND 4% VENTILATION

MUST PROVIDE EGRESS WINDOW OF 5.7 SQUARE FEET ON THIS LEVEL. MAXIMUM SILL HEIGHT 44 INCHES.

6'8" MINIMUM STAIR HEADROOM. 34" TO 38" HANDRAIL HEIGHT. RETURN ALL ENDS TO POST OR WALL.

R303.4 STAIRWAY ILLUMINATION  
ALL INTERIOR AND EXTERIOR STAIRWAYS SHALL  
PROVIDED WITH A MEANS TO ILLUMINATE THE  
STAIRS, INCLUDING THE LANDINGS AND TREADS.

R314.8 UNDER STAIR PROTECTION ENCLOSED ACCESSIBLE SPACE UNDER STAIRS SHALL HAVE WALLS, UNDER STAIR SURFACE AND ANY SOFFITS PROTECTED ON THE ENCLOSED SIDE WITH 1/2 INCH GYPSUM BOARD.

INSTALL INTERIOR SHEATHING ON ALL EXTERIOR WALLS BEFORE INSTALLING TUBS OR SHOWERS

MUST PROVIDE NI-SCALD DEVICE AT TUB/SHOWER

WATERPROOF BACKING 6" OVER TUB. PROVIDE PLUMBING ACCESS PANEL.

EVERY SLEEPING ROOM SHALL HAVE AT LEAST ONE WINDOW WITH A SILL HEIGHT OF NOT MORE THAN 44" ABOVE THE FLOOR AND SHALL PROVIDE NOT LESS THAN 5.7 SQUARE FEET OF OPENABLE AREA WITH NO DIMENSION LESS THAN 20"W - 24"H

GUARD RAIL REQUIRED AT FUTURE DECK PATIO DOOR  
FUTURE DECK RIMS INSTALL 2 LAG BOLTS 16" O.C.  
WITH FLASHING

NOTE: ALL INT. & EXT. BEARING OPENINGS LESS

ALL GIRDERS TRUSS LOCATIONS ARE AT THE DISCRETION OF THE TRUSS CO. AND ARE TO BE STRUCTURALLY ENGINEERED.

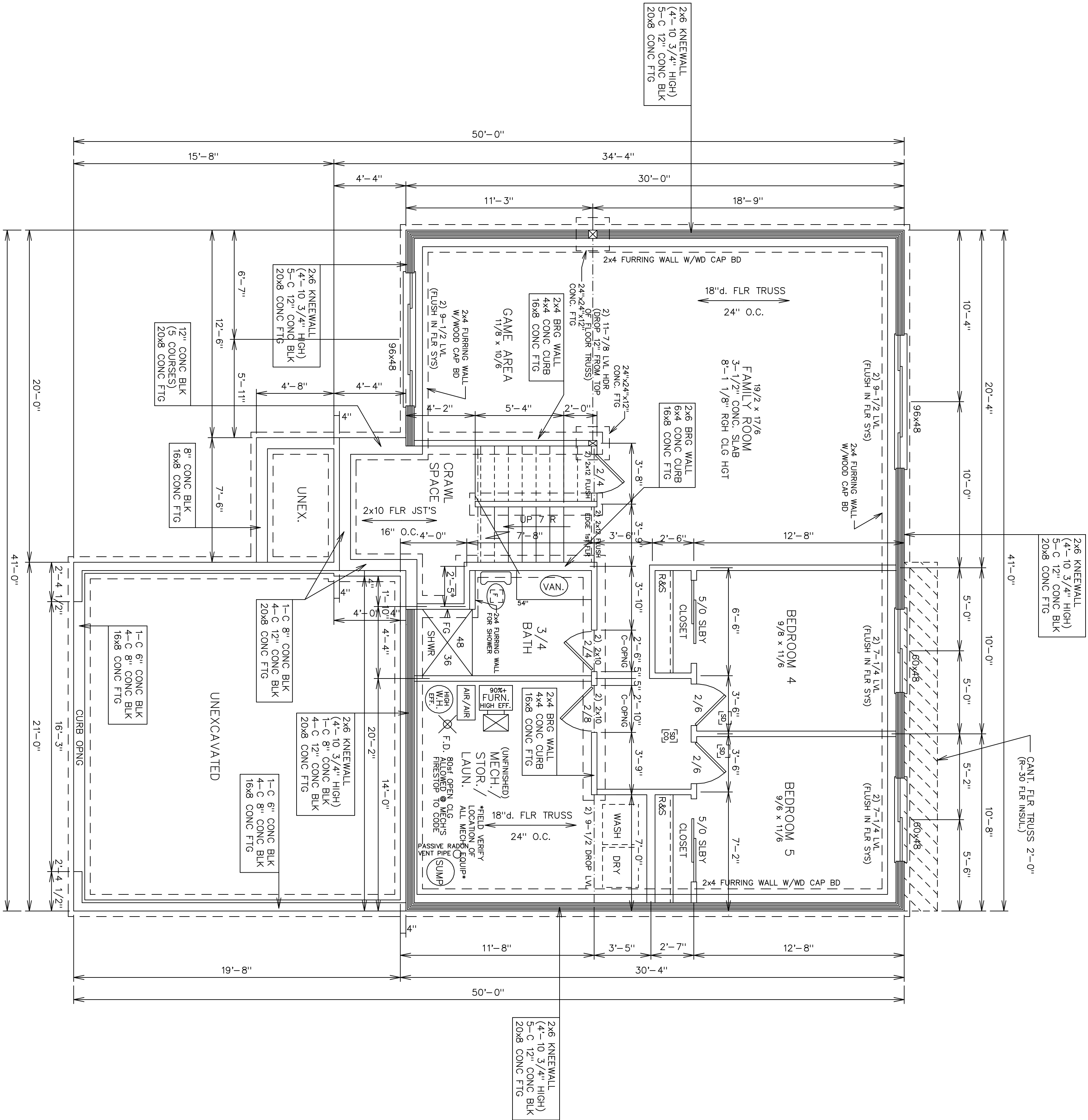
ALL LVL BEAMS ARE TO BE VERIFIED PRIOR TO CONSTRUCTION.

MECHANICAL &amp; ELECTRICAL NOTES

PLACEMENT OF MECHANICAL COMPONENTS  
WILL BE DETERMINED BY BUILDING CODES AND  
MAY VARY FROM THAT SHOWN

ELECTRICAL TO BE PROVIDED TO CODE.  
LOCATIONS OF OULETS MAY VARY FROM  
THAT SHOWN. UPGRADES AND ADDITIONS  
MUST BE SPECIFIED ON PLANS.

SMOKE DETECTORS TO BE INTERCONNECTED, HARDWIRED, WITH BATTERY BACK-UP. ONE PER LEVEL AND EACH BEDROOM



## FOUNDATION PLAN

SCALE: 1/4"=1'-0"

|                   |       |
|-------------------|-------|
| FINISHED SQ. FT.: | 976   |
| UNFIN. SQ. FT.:   | 286   |
| TOTAL SQ. FT.:    | 1,262 |

NOTES:

1. ALL FOOTINGS TO BE BELOW FROSTLINE.
2. ANCHOR BOLTS AT 6'-0" O.C.
3. EXTERIOR PERIMETER INSUL.
4. 1/2" GYP BD CLG AND BELOW STAIRS & LANDING FLOORS - FIRESTOP TO CODE

VERIFIED  
N



R502.2. POST BEAM CONNECTION WHERE POST AND BEAM OR GIRDER CONSTRUCTION IS USED, THE DESIGN SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS CODE. POSITIVE CONNECTION SHALL BE PROVIDED TO ENSURE AGAINST UPLIFT AND LATERAL DISPLACEMENT.

IF FOUNDATION WALLS ARE PARALLEL TO FLOOR FRAMING, SOLID BLOCKING OR DIAGONAL BRACING MUST BE INSTALLED AT THE ANCHOR BOLT LOCATIONS IN THE FIRST TWO JOIST OR TRUSS SPACES

NEED COMPLETE WEATHER PROTECTION BEFORE INSULATION  
3-1/2" REFLECTIVE HOUSE NUMBERS APPLIED  
BEFORE FINAL INSPECTION

HOUSE WRAP REQUIRED ON ALL STRUCTURES.  
PICTURES OF HOUSE INSTALLATION AND  
INSPECTION RECORD CARD MUST BE SUBMITTED  
TO THIS OFFICE PRIOR TO FINAL INSPECTION.

DO NOT APPLY SIDING OR HOUSE WRAP UNTIL  
AFTER SHEATHING INSPECTION

EAVE FLASHING/ICE DAM PROTECTION REQUIRED ON DWELLING PLUS ATTACHED EAVE FLASHING INSPECTION REQUIRED.

ALL HABITABLE SPACES REQUIRE 8% LIGHT  
AND 4% VENTILATION

MUST PROVIDE EGRESS WINDOW OF 5.7 SQUARE FEET ON THIS LEVEL. MAXIMUM SILL HEIGHT 44 INCHES.

6'8" MINIMUM STAIR HEADROOM. 34" TO 38" HANDRAIL HEIGHT. RETURN ALL ENDS TO POST OR WALL.

**R303.4 STAIRWAY ILLUMINATION**  
ALL INTERIOR AND EXTERIOR STAIRWAYS SHALL  
PROVIDED WITH A MEANS TO ILLUMINATE THE  
STAIRS, INCLUDING THE LANDINGS AND TREADS.

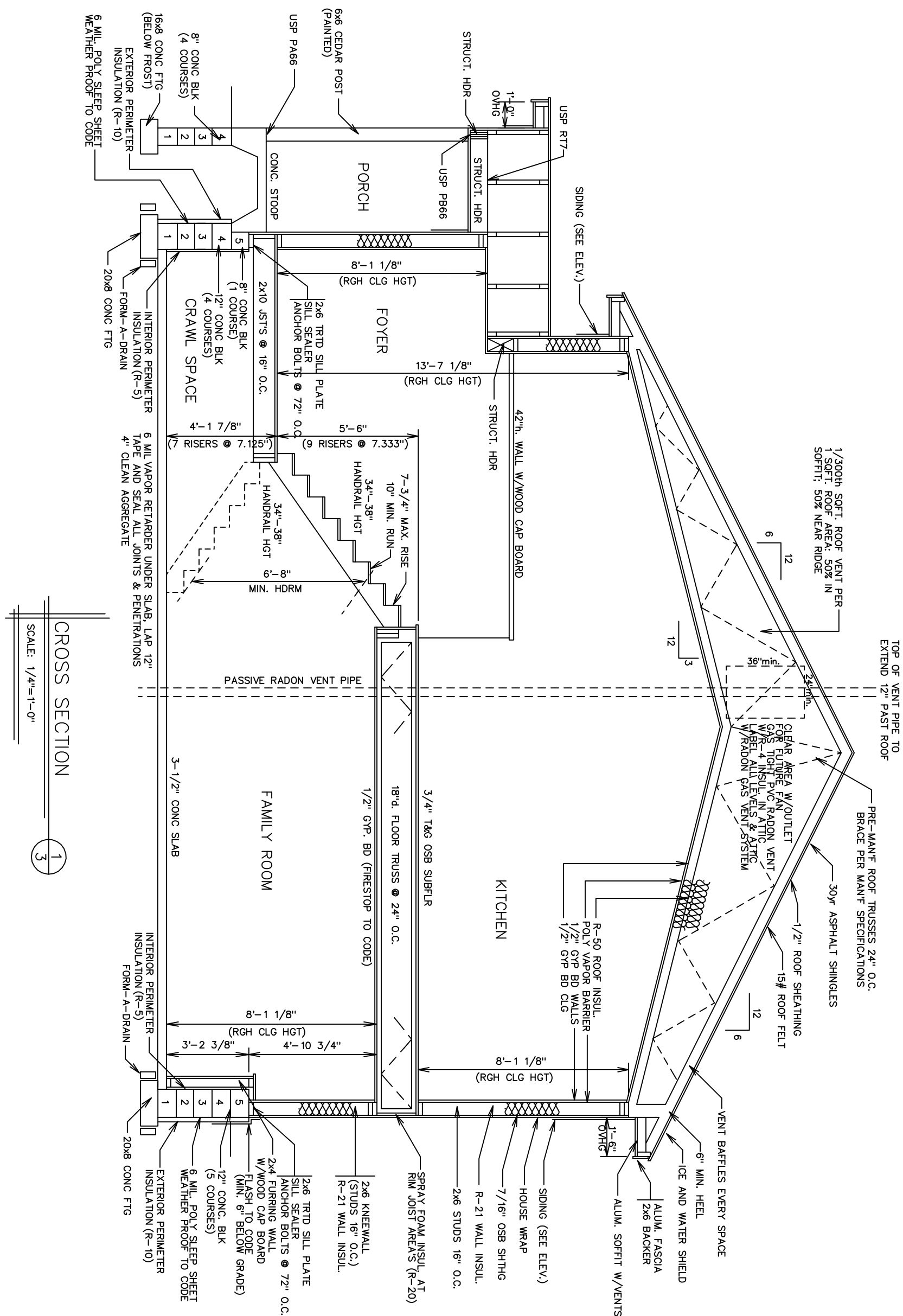
ENCLOSED ACCESSIBLE SPACE UNDER STAIRS SHALL HAVE WALLS, UNDER STAIR SURFACE AND ANY SOFFITS PROTECTED ON THE ENCLOSED SIDE WITH 1/2 INCH GYPSUM BOARD.

INSTALL INTERIOR SHEATHING ON ALL EXTERIOR WALLS  
BEFORE INSTALLING TUBS OR SHOWERS

MUST PROVIDE NI-SCALD DEVICE AT TUB/SHOW  
WATERPROOF BACKING 6" OVER TUB. PROVIDE  
PLUMBING ACCESS PANEL.

EVERY SLEEPING ROOM SHALL HAVE AT LEAST ONE WINDOW WITH A SILL HEIGHT OF NOT MORE THAN 44" ABOVE THE FLOOR AND SHALL PROVIDE NOT LESS THAN 5.7 SQUARE FEET OF OPENABLE AREA WITH NO DIMENSION LESS THAN 20"W - 24"H

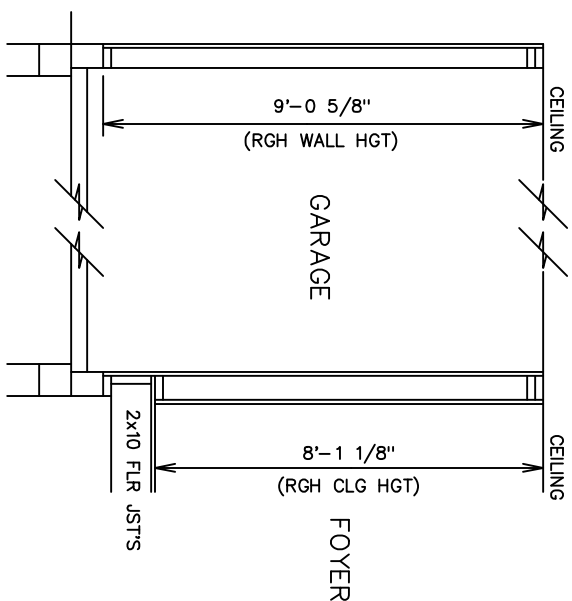
GUARD RAIL REQUIRED AT FUTURE DECK PATIO DOOR  
FUTURE DECK RIMS INSTALL 2 LAG BOLTS 16" O.C.  
WITH FLASHING



CROSS SECTION

SCALE: 1/4"=1'-0"

1  
3



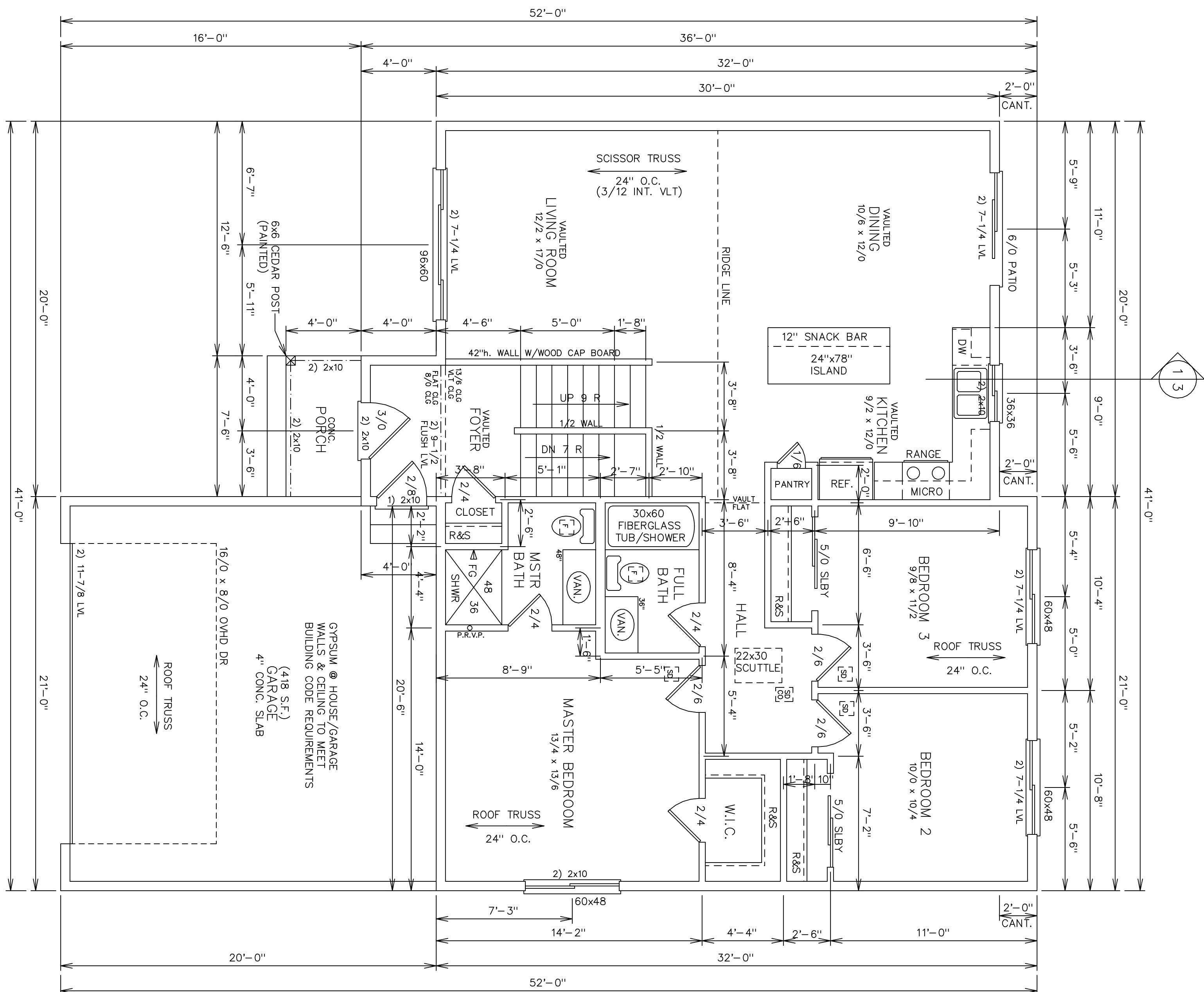
GARAGE WALL HGT DETAIL

NOTE: ALL INT. & EXT. BEARING OPENINGS LESS THAN 4'-0" SHALL HAVE 2'-X-2'0 HEADERS. ALL OTHER HEADERS TO BE 3'-X-10 UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS. VE ALL HEADER CHANGERS FROM THE LUMBER CO., TRUSS CO. AND/OR BUILDING OFFICIALS.

ALL GIRDER TRUSS LOCATIONS ARE AT THE DISPOSITION OF THE TRUSS CO. AND ARE TO BE STRUCTURALLY ENGINEERED.

ALL I.M. BEAMS ARE TO BE VERIFIED PRIOR TO CONSTRUCTION

ALL LVL BEAMS ARE TO BE VERIFIED PRIOR TO CONSTRUCTION.



# FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

SQ. FT.: 1,304

MECHANICAL & ELECTRICAL NOTES

RECONNECTED  
K-UP. ONE

NOTE: FIST FLOOR & BASEMENT FLOOR TO  
HAYF 87 1 1/2" DIA. CIRC. HCT

NOTE: WINDOWS TO BE HORIZONTAL SLIDER  
UNITS CALLED OUT BY SIZE  
(ADJUST AS REQ'D PER MAN'F)

ALL LVL BEAMS TO BE VERIFIED  
PRIOR TO CONSTRUCTION



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.  
© 2019 Minnesota Association of REALTORS®, Edina, MN

1. Date October 11th 2019

2. Page 1

3. BUYER(S): Coastlands Productions Inc
4. \_\_\_\_\_
5. Buyer's earnest money in the amount of \_\_\_\_\_
6. \_\_\_\_\_ Dollars (\$ 0.00 )
7. shall be delivered to listing broker, or, if checked, to ☐ \_\_\_\_\_ no later than two (2) Business Days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.
8. \_\_\_\_\_ ("Earnest Money Holder")
9. \_\_\_\_\_
10. \_\_\_\_\_
11. Said earnest money is part payment for the purchase of the property located at
12. Street Address: 21XX Eldridge Ave E
13. City of North Saint Paul, County of Ramsey State of Minnesota,
14. Zip Code 55109, legally described as
15. **The Entire West half (20') of Lot 7 Block 14, Fifth Addition to North St Paul**
16. \_\_\_\_\_
17. including all fixtures, if any, **AND** including the following personal property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_ (collectively the "Property").
22. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:
23. \_\_\_\_\_

**PURCHASE PRICE:**

24. \_\_\_\_\_
25. Seller has agreed to sell the Property to Buyer for the sum of (\$                      )
26. \_\_\_\_\_
27.                      Dollars,
28. which Buyer agrees to pay in the following manner:
29. 1. \_\_\_\_\_ percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, which includes the earnest money;
30. \_\_\_\_\_
31. 2. 100 percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)
32. \_\_\_\_\_
33. 3. \_\_\_\_\_ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached Addendum to Purchase Agreement: Assumption Financing.)
34. \_\_\_\_\_
35. 4. \_\_\_\_\_ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached Addendum to Purchase Agreement: Contract for Deed Financing.)
36. \_\_\_\_\_

**CLOSING DATE:**

37. \_\_\_\_\_
38. The date of closing shall be November 20th 2019.



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

39. Page 2 Date October 11th 2019

40. Property located at 21XX Eldridge Ave E North Saint Paul MN 55109

**MORTGAGE FINANCING:**

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

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

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

46. ☒ **FIRST MORTGAGE only** ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

47. Financing ☐ **DOES** ☒ **DOES NOT** include a grant, bond program, or other loan assistance program. If "**DOES**,"  
----- (Check one.) -----

48. please specify: \_\_\_\_\_

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

50. ☐ **CONVENTIONAL**

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

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

53. ☐ **PRIVATELY INSURED CONVENTIONAL**

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

55. ☒ **OTHER Construction Loan**

56. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than 30

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

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

59. agrees to use best efforts to secure a commitment for such financing and to execute all documents required to

60. consummate said financing.

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

63. ☒ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not  
64. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately  
65. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here  
66. to be ☒ **REFUNDED TO BUYER** ☐ **FORFEITED TO SELLER.**  
----- (Check one.) -----

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

69. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on  
70. or before \_\_\_\_\_.

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

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

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

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

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



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

82. Page 3 Date October 11th 2019

83. Property located at 21XX Eldridge Ave E North Saint Paul MN 55109

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

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

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

96. If the Written Statement is not provided by the date specified on line 70, Seller may, at Seller's option, declare this  
97. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,  
98. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement  
99. canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said  
100. cancellation and directing all earnest money paid here to be refunded to Buyer.

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

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

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

109. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ \_\_\_\_\_ to  
110. make repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which  
111. the cost of making said repairs shall exceed this amount, Seller shall have the following options:

112. (a) making the necessary repairs; or  
113. (b) negotiating the cost of making said repairs with Buyer; or  
114. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller  
115. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
116. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow  
117. amounts related thereto above the amount specified on line 109 of this Purchase Agreement.

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

119. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions  
120. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to  
121. incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in  
122. accordance with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written  
123. statement by the Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender

124. setting forth the appraised value of the Property as not less than \$ \_\_\_\_\_  
(sale price)

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

129. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and  
130. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ \_\_\_\_\_.  
131. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.



# PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

132. Page 4 Date October 11th 2019

133. Property located at 21XX Eldridge Ave E North Saint Paul MN 55109

134. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee must be paid  
135. at the closing of this transaction as follows:

136. \_\_\_\_\_ paid by Buyer ☐ AT CLOSING ☐ ADDED TO MORTGAGE AMOUNT  
 -----  
 -----(Check one.)-----

137. \_\_\_\_\_ paid by Seller

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

139. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,  
140. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest  
141. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase  
142. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The  
143. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without  
144. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

145. **NOTE:** Verify DVA requirements relating to payment of all special assessments levied and pending, and  
146. annual installments of special assessments certified to yearly taxes.

147. OTHER MORTGAGE FINANCING ITEMS: \_\_\_\_\_

148. \_\_\_\_\_

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

150. 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.)*-----

151.  \$ \_\_\_\_\_

152.  \_\_\_\_\_ percent (%) of the sale price

153. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,  
154. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any  
155. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's  
156. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained  
157. by Seller.

158. **NOTE:** The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or  
159. lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.

**SALE OF BUYER'S PROPERTY:**

160.

161. *(Check one.)*

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

164. OR

165. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at  
166. \_\_\_\_\_, which is scheduled to close on \_\_\_\_\_.

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

173. OR

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



## PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

176. Page 5 Date October 11th 2019

177. Property located at 21XX Eldridge Ave E North Saint Paul MN 55109

178. **REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

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

181. Buyer shall pay ☒ PRORATED FROM DAY OF CLOSING ☐ ALL ☐ NONE ☐ \_\_\_\_\_ /12ths OF real estate  
(Check one.)

182. taxes due and payable in the year of closing.

183. Seller shall pay ☒ PRORATED TO DAY OF CLOSING ☐ ALL ☐ NONE ☐ \_\_\_\_\_ /12ths OF real estate taxes  
 \_\_\_\_\_ (Check one.)

184. due and payable in the year of closing.

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

## 188. DEFERRED TAXES/SPECIAL ASSESSMENTS:

189. ☐ BUYER SHALL PAY ☒ SELLER SHALL PAY on date of closing any deferred real estate taxes  
 -----(Check one.)-----

190. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

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

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

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

195. of the Date of this Purchase Agreement.

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

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

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

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

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

212. **ADDITIONAL PROVISIONS:**

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

214. cancellation of a previously written purchase agreement dated \_\_\_\_\_.

215. (If answer is **IS**, said cancellation shall be obtained no later than \_\_\_\_\_).

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



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

219. Page 6    Date October    11th 2019

220. Property located at 21XX Eldridge Ave E    North Saint Paul    MN 55109

221. **SPECIAL CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if the  
222. contingencies checked below are not satisfied or waived, in writing, by Buyer by \_\_\_\_\_,  
223. this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a *Cancellation of*  
224. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to  
225. Buyer.

226. (Select appropriate options a-k.)

227. ☐ (a) Buyer obtaining a physical inspection of the Property, satisfactory to Buyer.
228. ☐ (b) Buyer obtaining evidence of utility connections available, and costs for connection to the Property, satisfactory  
229. to Buyer.
230. ☐ (c) ☐ **BUYER** ☐ **SELLER** shall provide a certificate of survey of the Property, at ☐ **BUYER** ☐ **SELLER**  
231. \_\_\_\_\_ (Check one.) \_\_\_\_\_ expense.  
232. ☐ (d) Buyer obtaining approval of city/township of proposed building plans and specifications at  
233. ☐ **BUYER** ☐ **SELLER** expense.  
234. ☐ (e) Buyer obtaining approval of city/township of proposed subdivision development plans at  
235. ☐ **BUYER** ☐ **SELLER** expense.  
236. ☐ (f) Buyer obtaining approval of city/township for rezoning or use permits at ☐ **BUYER** ☐ **SELLER** expense.  
237. ☐ (g) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, percolation tests which are acceptable to Buyer.  
238. ☐ (h) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, soil tests which indicate that the Property may be  
239. improved without extraordinary building methods or cost.
240. ☐ (i) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision  
241. covenants and approval of the architectural control committee.
242. ☐ (j) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, copies of all covenants, reservations, and restrictions  
243. affecting the Property.  
244. ☐ (k) Other: \_\_\_\_\_  
245. \_\_\_\_\_  
246. \_\_\_\_\_  
247. \_\_\_\_\_

248. Seller's expenses for these contingencies (if any) shall not exceed \$ \_\_\_\_\_.

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

250. ☒ **WARRANTY DEED** ☐ **PERSONAL REPRESENTATIVE'S DEED** ☐ **CONTRACT FOR DEED**

251. ☐ **TRUSTEE'S DEED** ☐ **Other:** \_\_\_\_\_ **Deed** joined in by spouse, if any, conveying  
252. marketable title, subject to

253. (a) building and zoning laws, ordinances, state and federal regulations;  
254. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;  
255. (c) reservation of any mineral rights by the State of Minnesota;  
256. (d) utility and drainage easements which do not interfere with existing improvements;  
257. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): \_\_\_\_\_  
258. \_\_\_\_\_; and  
259. (f) others (must be specified in writing): \_\_\_\_\_  
260. \_\_\_\_\_



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

261. Page 7    Date October    11th 2019

262. Property located at 21XX Eldridge Ave E    North Saint Paul    MN 55109

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

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

265. ☐ **OTHER:** \_\_\_\_\_

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

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

271. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date of this Purchase Agreement,  
272. Seller shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches  
273. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer  
274. or Buyer's designated title service provider:

275. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write  
276. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs  
277. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title  
278. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if  
279. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,  
280. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or  
281. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting  
282. Seller, upon cancellation of this Purchase Agreement.

283. (b) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date  
284. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for  
285. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract  
286. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of  
287. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (a) will  
288. automatically apply.

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

297. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land  
298. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This  
299. provision deals with the necessity of subdividing land to complete the sale of the Property described here in contrast  
300. to the subdivision provision of lines 234-235 which deals with the future development plans of Buyer. Seller warrants  
301. the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of  
302. closing. Seller warrants that there is a right of access to the Property from a public right-of-way.

303. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,  
304. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing.

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

MN:PA:VL-7 (8/19)



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

309. Page 8    Date October    11th 2019

Property located at 21XX Eldridge Ave E    North Saint Paul    MN 55109

311. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided  
312. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of  
313. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
314. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any  
315. surveys, inspections or tests, or for water, sewer, gas, or electrical service hookup as agreed to here. Buyer shall  
316. restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any  
317. restoration costs relative thereto.
318. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing  
319. for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property  
320. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's  
321. option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,  
322. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
323. directing all earnest money paid here to be refunded to Buyer.
324. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
325. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)  
326. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)  
327. ending at 11:59 P.M. on the last day.
328. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state and federal holidays  
329. unless stated elsewhere by the parties in writing.
330. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, or state or federal holidays.
331. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest  
332. money from the Earnest Money Holder's trust account:  
333.     (a) at or upon the successful closing of the Property;  
334.     (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*  
335.         *Agreement* executed by both Buyer and Seller;  
336.     (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or  
337.     (d) upon receipt of a court order.
338. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any  
339. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and  
340. Seller shall affirm the same by a written cancellation agreement.
341. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the  
342. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller  
343. defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment,  
344. either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here  
345. that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory  
346. Cancellation under MN Statute 559.217, Subd. 4.
347. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages  
348. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific  
349. performance, such action must be commenced within six (6) months after such right of action arises.
350. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone  
351. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are  
352. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such  
353. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.
354. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender  
355. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be  
356. obtained by contacting the local law enforcement offices in the community where the Property is located  
357. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web  
358. site at [www.corr.state.mn.us](http://www.corr.state.mn.us).



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

359. Page 9 Date October 11th 2019

North Saint Paul MN 55109

360. Property located at 21XX Eldridge Ave E

361. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this

362. Purchase Agreement consists of approximately 2480 ☐ ACRES ☒ **SQUARE FEET** and is currently zoned  
------(Check one.)-----

363. **Single Family Residential**

364. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **IS** ☒ **IS NOT** in a designated flood zone.  
------(Check one.)-----

365. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **DOES** ☒ **DOES NOT** currently receive  
------(Check one.)-----

366. preferential tax treatment (e.g. Green Acres, Managed Forest Land, Non-Profit Status, Rural Preserve, SFIA, etc.).

367. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **IS** ☒ **IS NOT** enrolled in any federal, state, or  
------(Check one.)-----

368. local governmental programs (e.g., conservation programs, CREP, CRP, EQIP, Green Acres, Managed Forest Land,

369. RIM, riparian buffers, Rural Preserve, SFIA, WRP/RIM-WRP, etc.).

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

373. BUYER HAS RECEIVED A: (Check any that apply.) ☐ **DISCLOSURE STATEMENT: VACANT LAND OR A**  
374. ☒ **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.**

375. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Vacant Land* or *Disclosure Statement:*  
376. *Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.

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

378. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.**

379. **PLEASE NOTE:** Buyer may incur additional charges improving the Property, including, but not limited to, hookup and/  
380. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road  
381. access, curb cuts, utility connection and connecting fees; and tree planting charges.

382. **(Check appropriate boxes.)**

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

384. **CITY SEWER** ☒ **YES** ☐ **NO** / **CITY WATER** ☒ **YES** ☐ **NO**

385. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

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

387. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*  
388. *Statement: Subsurface Sewage Treatment System*.)

389. **PRIVATE WELL**

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

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

392. TO THE BEST OF SELLER'S KNOWLEDGE, THE PROPERTY ☐ **IS** ☒ **IS NOT** IN A SPECIAL WELL  
------(Check one.)-----

393. **CONSTRUCTION AREA.**

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

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

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

397. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**  
398. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE**  
399. **SEWAGE TREATMENT SYSTEM.**



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

400. Page 10 Date October 11th 2019

401. Property located at 21XX Eldridge Ave E North Saint Paul MN 55109

402. **AGENCY NOTICE**

403. Sellers Unrepresented is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.  
(Licensee) (Check one.)

404. Sellers Unrepresented  
(Real Estate Company Name)

405. Steven M Person is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☒ Facilitator.  
(Licensee) (Check one.)

406. First Impressions Home Group  
(Real Estate Company Name)

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

408. **DUAL AGENCY REPRESENTATION**

409. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

410. ☒ Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 411-427.*

411. ☐ Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 412-427.*

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

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

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

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

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

425. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

426. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

427. Date \_\_\_\_\_ Date \_\_\_\_\_

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

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



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

433. Page 11 Date October 11th 2019

434. Property located at 21XX Eldridge Ave E North Saint Paul MN 55109

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

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

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

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

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

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

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

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

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

463. **OTHER:**  
This Contract is contingent upon the city of North Saint Paul fully approving the lot split associated with  
464. this contract. Owner consents to buyer pursuing city approval of lot split.  
Buyer will cut Sellers' driveway exactly 3Ft from the new property line and remove the concrete once the  
465. loan has closed on this transaction.

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

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

468. ☐ Addendum to Purchase Agreement
469. ☐ Addendum to Purchase Agreement: Assumption Financing
470. ☐ Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
471. ☐ Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community
472. ("CIC")
473. ☐ Addendum to Purchase Agreement: Contract for Deed Financing
474. ☐ Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint
475. Hazards
476. ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
477. ☐ Addendum to Purchase Agreement: Seller's Rent Back Agreement
478. ☐ Addendum to Purchase Agreement: Short Sale Contingency
479. ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency

MN:PA:VL-11 (8/19)

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

480. Page 12 Date October 11th 2019

481. Property located at 21XX Eldridge Ave E

North Saint Paul

MN 55109

482. I agree to sell the Property for the price and on the terms  
483. and conditions set forth above.

484. **I have reviewed all pages of this Purchase**  
485. **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.**

486. ☐ **If checked, this Agreement is subject to attached**  
487. **Addendum to Purchase Agreement: Counteroffer.**

488. **FIRPTA:** Seller represents and warrants, under penalty  
489. of perjury that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a  
----- (Check one.) -----

490. non-resident alien individual, foreign corporation, foreign  
491. partnership, foreign trust, or foreign estate for purposes of  
492. income taxation. (See lines 435-448.) This representation  
493. and warranty shall survive the closing of the transaction  
494. and the delivery of the deed.

495. X [Signature] 10/11/19  
(Seller's Signature) (Date)

496. X Dale Phillip Gustafson  
(Seller's Printed Name)

497. X \_\_\_\_\_  
(Marital Status)

498. X Mary Rita Gustafson 10/11/19  
(Seller's Signature) (Date)

499. X Mary Rita Gustafson  
(Seller's Printed Name)

500. X \_\_\_\_\_  
(Marital Status)

X [Signature] 10/11/19  
(Buyer's Signature) (Date)

X Seth Peterson, Pres Coastland Productions Inc  
(Buyer's Printed Name)

X \_\_\_\_\_  
(Marital Status)

X \_\_\_\_\_  
(Buyer's Signature) (Date)

X \_\_\_\_\_  
(Buyer's Printed Name)

X \_\_\_\_\_  
(Marital Status)

501. **FINAL ACCEPTANCE DATE:** \_\_\_\_\_ The Final Acceptance Date  
502. is the date on which the fully executed Purchase Agreement is delivered.

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

505. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE**  
506. **DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION**  
507. **AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE**  
508. **AGREEMENT.**

509. **SELLER(S)** \_\_\_\_\_

**BUYER(S)** \_\_\_\_\_

510. **SELLER(S)** \_\_\_\_\_

**BUYER(S)** \_\_\_\_\_

MN:PA:VL-12 (8/19)



# 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.

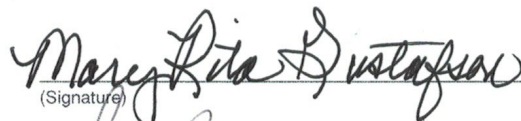
## If you suspect wire fraud in your transaction:

- (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>.

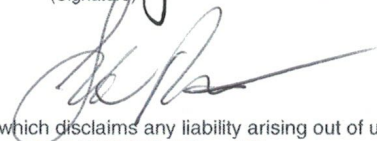
The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

  
(Signature)

10/11/19  
(Date)

  
(Signature)

10/11/19  
(Date)

  
(Signature)

10/11/19  
(Date)

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## PURCHASE AGREEMENT

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1. Date September 5th 2019

2. Page 1

3. BUYER (S): Coastland Productions Inc

4.

5. Buyer's earnest money in the amount of \_\_\_\_\_

6. \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

7. shall be delivered to listing broker, or, if checked, to ☐ \_\_\_\_\_ no later than two (2) Business Days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.

8. Said earnest money is part payment for the purchase of the property located at

11. Street Address: 2104 Eldridge Ave E

12. City of N Saint Paul, County of Ramsey

13. State of Minnesota, Zip Code 55109-3831, legally described as LOTS 8 THRU LOT 11 BLK 14 FIF

14. TH ADDN TO N ST PAUL

15. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, and lawn watering systems; sheds; storm sashes, storm doors, screens, and awnings; window shades and blinds; traverses, curtain and drapery rods, valances, draperies, curtains, and window coverings and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softeners; water treatment systems; water heating systems; heating systems; air exchange systems; environmental remediation systems (e.g., radon, vapor intrusion); sump pumps; TV antennas, cable TV jacks and wiring, and TV wall mounts; wall and ceiling-mounted speakers and mounts; carpeting; attached mirrors; garage door openers and all controls; smoke detectors; doorbells; thermostats; fireplace screens, doors, and heatilators; **ANY OF THE FOLLOWING, IF BUILT-IN:** dishwashers, refrigerators, wine and beverage refrigerators, trash compactors, ovens, cook-top stoves, warming drawers, microwave ovens, hood fans, shelving, work benches, intercoms, speakers, air conditioning equipment, electronic air filters, humidifiers and dehumidifiers, liquid fuel tanks and all controls, pool and spa equipment, propane tanks and all controls, security system equipment, TV satellite dishes; the above-mentioned inclusions **AND** the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

16. Notwithstanding the foregoing, leased fixtures are not included.

17. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

18.

19.

### PURCHASE PRICE:

20. Seller has agreed to sell the Property to Buyer for the sum of (\$ \_\_\_\_\_)

21. \_\_\_\_\_ Dollars,

22. which Buyer agrees to pay in the following manner:

23. 1. 0 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, which includes the earnest money;

24. 2. 100 percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)

25. 3. \_\_\_\_\_ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to Purchase Agreement: Assumption Financing*.)

26. 4. \_\_\_\_\_ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase Agreement: Contract for Deed Financing*.)

### CLOSING DATE:

27. The date of closing shall be October 18th 2019.



## PURCHASE AGREEMENT

47. Page 2 Date September 5th 2019

48. Property located at 2104 Eldridge Ave E N Saint Paul MN 55109-3831

### MORTGAGE FINANCING:

49. 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 Construction Loan**

64. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than 30

65. years, with an initial interest rate at no more than market 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 5th 2019

91. Property located at 2104 Eldridge Ave E N Saint Paul MN 55109-3831

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 \$ 0.00 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 5th 2019

138. Property located at 2104 Eldridge Ave E N Saint Paul MN 55109-3831

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. ------(Check one.)-----

171. This Purchase Agreement ☐ **IS** ☒ **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to  
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 5th 2019

182. Property located at 2104 Eldridge Ave E N Saint Paul MN 55109-3831

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

184. Within \_\_\_\_\_ 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. **Purchase Agreement is contingent on Soil Tests. Buyer will obtain at Buyer expense, soil tests**  
**which indicate that the Property may be improved without extraordinary building methods or cost.**  
195. **If this contingency is not satisfied within 30 days after final acceptance of this purchase**  
**agreement, the Purchase Agreement is canceled. Buyer and Seller shall immediately sign a**  
196. **Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money**  
**paid here to be refunded to the Buyer.**

197. **SALE OF BUYER'S PROPERTY:**

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.

213. **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  
217. due and payable in the year of closing. (Check one.)

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

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

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

268. Page 7 Date September 5th 2019

269. Property located at 2104 Eldridge Ave E N Saint Paul MN 55109-3831

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

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

272. ☒ **OTHER:** Seller to rent house through 11/1/19 for [redacted] Buyer to begin clearing of lot immediately after closing.

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

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

279. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of 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 in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or 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 but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's 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 and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the following:

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

301. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants that the legal description of the real property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary lines 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, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with 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 proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any 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 by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of 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 inspections agreed to here.

MN:PA-7 (8/19)



## PURCHASE AGREEMENT

318. Page 8 Date September 5th 2019

319. Property located at 2104 Eldridge Ave E N Saint Paul MN 55109-3831
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](http://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 5th 2019

369. Property located at 2104 Eldridge Ave E

N Saint Paul

MN 55109-3831

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 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. Seller Unrepresented is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.  
(Licensee) ----- (Check one.) -----

396. Seller Unrepresented  
(Real Estate Company Name)

397. Steven M Person is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☒ Facilitator.  
(Licensee) ----- (Check one.) -----

398. First Impressions Home Group  
(Real Estate Company Name)

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

## PURCHASE AGREEMENT

400. Page 10 Date September 5th 2019

401. Property located at 2104 Eldridge Ave E

N Saint Paul

MN 55109-3831

### 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.**

MN:PA-10 (8/19)



## PURCHASE AGREEMENT

441. Page 11 Date September 5th 2019

442. Property located at 2104 Eldridge Ave E N Saint Paul MN 55109-3831

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. \_\_\_\_\_

459. \_\_\_\_\_

460. \_\_\_\_\_

461. \_\_\_\_\_

462. \_\_\_\_\_

463. \_\_\_\_\_

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 AGREEMENT

224. Page 6 Date September 5th 2019

N Saint Paul MN 55109-3831

225. Property located at 2104 Eldridge Ave E

## 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): \_\_\_\_\_; and

265. \_\_\_\_\_

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

267. \_\_\_\_\_

# PURCHASE AGREEMENT

484. Page 12 Date September 5th 2019

485. Property located at 2104 Eldridge Ave E N Saint Paul MN 55109-3831

486. 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. Donald B Quist Jr. 9/13/19 [Signature] 9/17/19  
(Seller's Signature) (Date) (Buyer's Signature) (Date)

501. **X** Donald Bruce Quist, JR **X** Seth Peterson  
(Seller's Printed Name) (Buyer's Printed Name)

502. **X** \_\_\_\_\_ **X** \_\_\_\_\_  
(Marital Status) (Marital Status)

503. **X** \_\_\_\_\_ **X** \_\_\_\_\_  
(Seller's Signature) (Date) (Buyer's Signature) (Date)

504. **X** \_\_\_\_\_ **X** \_\_\_\_\_  
(Seller's Printed Name) (Buyer's Printed Name)

505. **X** \_\_\_\_\_ **X** \_\_\_\_\_  
(Marital Status) (Marital Status)

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.**

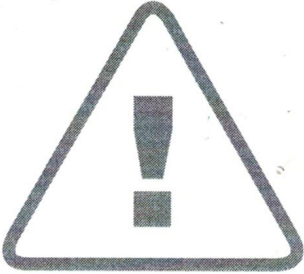
510. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE**  
511. **STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,**  
512. **WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.**

513. **SELLER(S)** \_\_\_\_\_ **BUYER(S)** \_\_\_\_\_

514. **SELLER(S)** \_\_\_\_\_ **BUYER(S)** \_\_\_\_\_



# 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.

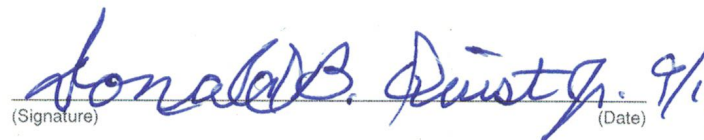
## **If you suspect wire fraud in your transaction:**

- (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.

  
(Signature)

9/17/19  
(Date)

  
(Signature)

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## AMENDMENT TO PURCHASE AGREEMENT

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1. Date October 11th, 2019

2. Page 1 of 1 pages

3. The undersigned parties to a Purchase Agreement, dated September 5, 2019, pertaining to  
4. the purchase and sale of the Property at 2104 Eldridge Ave E N Saint Paul MN 55109-3831  
5. LOTS 8 THRU LOT 11 BLK 14 FIFTH ADDN TO N ST PAUL

6. hereby mutually agree to amend said Purchase Agreement as follows:

7. **Buyer's earnest money shall be in the amount of [REDACTED] and delivered**  
8. **to the Seller, Donald Bruce Quist, JR no later than October 14, 2019.**

9. **Sales Price is [REDACTED]**

10. **Closing Date shall be November 20, 2019.**

11.

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29.

30. All other terms and conditions of the Purchase Agreement to remain the same.

31. Donald B. Quist Jr. 10-11-19 [Signature] 10/11/19  
(Seller) (Date) (Buyer) (Date)

32. \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

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



Agenda Information Memorandum  
North St. Paul City Council  
November 19, 2019

FROM THE OFFICE OF THE CITY ENGINEER

Agenda placement: City Business

**Subject:** 2020 Street and Utility Improvement Project Feasibility Study Update

**To:** Honorable Mayor and City Council

**Background/Facts:**

- The 2014-2020 Capital Improvement Plan (CIP) for the City of North St. Paul, adopted by the City Council on July 16, 2013, includes an identified project area for street and utility capital improvements in 2020.
- A Feasibility Report for 2020 CIP improvements was previously ordered June 18, 2019 and received by City Council October 1, 2019, that contemplated improvements on 7<sup>th</sup> Avenue from 1<sup>st</sup> Street to 3<sup>rd</sup> Street including portions of 2<sup>nd</sup> Street and 1<sup>st</sup> Street adjacent to 7<sup>th</sup> Avenue, and designated City Project No. S.A.D. 20-01.
- Following additional detailed design and review of the proposed improvements, additional properties may benefit from the project, and a re-examination and update to the Feasibility Report is recommended prior to proceeding, to be presented to City Council for consideration at a future meeting.

**Recommendation:** It is recommended the City Council adopt a resolution directing the City Engineer to prepare and update a Feasibility Study and Preliminary Report for the 2020 Street and Utility Improvement Project.

**Attachments:**

Resolution

Respectfully submitted,

/s/ MD by mm

Morgan Dawley  
City Engineer

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck  
City Manager

**CITY OF NORTH ST. PAUL**

**RESOLUTION NO. 2019-XXX**

**RESOLUTION AUTHORIZING PREPARATION OF FEASIBILITY STUDY  
AND PRELIMINARY REPORT FOR THE 2020 STREET AND UTILITY  
IMPROVEMENT PROJECT**

**WHEREAS**, it is being considered to improve the following roadways: 7<sup>th</sup> Avenue from 3<sup>rd</sup> Street to 1<sup>st</sup> Street and portions adjacent to 7<sup>th</sup> Avenue on 2<sup>nd</sup> Street and 1<sup>st</sup> Street (“Project”); 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 (“Engineer”); and,

**WHEREAS**, a preliminary report for the 2020 Project is required to determine the necessity for and feasibility of such improvements; and,

**WHEREAS**, the preliminary report shall be provided to Council upon completion for review and to determine continuation of the 2020 Project and schedule a public hearing on improvements as required by State Statute, and,

**WHEREAS**, the Council deems it necessary to update the previously presented report for the 2020 Project to consider additional adjacent properties that may receive benefit from the public improvements that may be considered as a part of the Project.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NORTH ST. PAUL, MINNESOTA** that the 2020 Street and Utility Improvement Project be referred to City Engineer Morgan Dawley, WSB, for study.

**BE IT FURTHER RESOLVED** that the Engineer shall present his findings as to whether said improvements should be made as proposed or in connection with some other improvement(s) and identify an estimated cost of the improvement as recommended.

**ADOPTED** this 19<sup>th</sup> day of November 2019.

Motion by Council Member  
Second by Council Member

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

---

Terrence J. Furlong, Mayor

Attest:

---

Scott A. Duddeck, City Manager/Clerk

Agenda Information Memorandum  
North St. Paul City Council Workshop  
November 19, 2019

FROM THE OFFICE OF THE CITY MANAGER

**Agenda placement:** CITY BUSINESS

**Subject:** 2020 Municipal Fee Schedule and Utility Rate Schedule

**To:** Honorable Mayor and City Council

**Background:**

The City Council establishes a fee and rate schedule for the various permits, licenses and services provided by the City of North St. Paul. Annually City Staff review the City's fees and charges for services and makes recommendations for adjustments as necessary.

The Fee Schedule is adopted by ordinance and will need public notification. Staff would like to publish the ordinance and bring the 2020 fee schedule forward for Council approval on December 3<sup>rd</sup> to coincide with the adoption of the 2020 budgets.

**Recommendation:** No action is required at this time. This is the first review of the fee schedule.

**Attachments:**

Draft Ordinance 787 adopting the 2020 Municipal & Utility Fee Schedule  
Proposed 2020 Fee Schedule

Respectfully submitted,

Scott A. Duddeck  
City Manager/Clerk



# PROPOSED 2020 Municipal Fee Schedule and Utility Rates

---



CITY OF NORTH ST. PAUL, MINNESOTA

extraordinary.

**DRAFT**

**(Red indicates proposed fees for 2020)**

*2019 fees will be adopted for 2020 unless indicated in the Proposed 2020 column highlighted in red*



## Table of Contents

### MUNICIPAL LICENSES, PERMITS & OTHER FEES

|                                          |   |
|------------------------------------------|---|
| ANIMAL FEES                              | 1 |
| □ Cat License                            |   |
| □ Dog License                            |   |
| □ Dangerous/Potentially Dangerous Animal |   |
| □ Dog Kennel License                     |   |
| □ Animal Impound Fees                    |   |
| □ Other Animal Fees                      |   |
| BUILDING PERMITS                         | 2 |
| □ Electric                               |   |
| □ Right-of-Way                           |   |
| □ Temporary Membrane Structure           |   |
| □ Trenching                              |   |
| □ Underground Storage Tank               |   |
| □ Residential Fees                       |   |
| • Maintenance                            |   |
| • Zoning                                 |   |
| • Plumbing                               |   |
| • Sewer Hook-Up                          |   |
| • SAC Charge                             |   |
| • Water Hook-Up                          |   |
| • Mechanical                             |   |
| □ Commercial Fees                        |   |
| □ Valuation Based Fees                   |   |
| □ Building Permit Related Fees           |   |
| □ State Surcharge                        |   |
| □ Other Inspections and Fees             |   |
| BUSINESS LICENSES                        | 8 |
| □ Alcoholic Beverages                    |   |
| □ Amusement Parks, Shows and Circuses    |   |
| □ Cigarette and Tobacco Sales            |   |
| □ Christmas Tree Sales                   |   |
| □ Courtesy Benches                       |   |
| □ Gasoline Distribution                  |   |
| □ Outside Theater                        |   |

- ☐ Pawn Shops
- ☐ Peddlers Licenses
- ☐ Massage Enterprise
- ☐ Sexually Oriented Business
- ☐ Special Even Vendor
- ☐ Unattended Collection Bin

## CONTRACTOR LICENSES \_\_\_\_\_ 10

- ☐ Dumpster Hauler
- ☐ Garbage Refuse Collection
- ☐ General Contractor
- ☐ Lawn Fertilizer Application
- ☐ Mechanical Contractor
- ☐ Right-of-Way Registration
- ☐ Tree Trimmer
- ☐ Trenching Contractor

## ELECTRIC CHARGES \_\_\_\_\_ 11

- ☐ Installation of Electric Service
- ☐ Lighting Service
- ☐ Other Electric Charges

## EQUIPMENT CHARGES \_\_\_\_\_ 13

- ☐ Hourly Equipment Rate
- ☐ Operator Costs
- ☐ Material Costs

## FIRE DEPARTMENT FEES \_\_\_\_\_ 14

- ☐ Day Care/Foster Care Inspection
- ☐ Rental Property Registration – Single Family Residential
- ☐ Rental Property Registration – Duplex (Two Family Residential)
- ☐ R2 Multi-Family Inspections (3 or more residential units)
- ☐ False Alarm
- ☐ Fire Alarm / Sprinkler Permit
- ☐ Fire Safety Inspections in Minnesota Schools
- ☐ Retail Sales of Fireworks

## MISCELLANEOUS FEES \_\_\_\_\_ 16

- ☐ Abatement Rate
- ☐ Antenna/Tower Review
- ☐ Buckthorn Puller Deposit



- City Staff
- Copy
- Election Filing
- Incident Report (City)
- NSF Check Charge
- Notary Service
- Over the Phone Credit Card Payment
- Property and Special Assessment Verification
- Photographs

## PARK & RECREATION FEES \_\_\_\_\_17

- Canoe Storage Rental
- Park Building Rental
- Open Air Shelter Rental
- Ballfield Rental
- Recreation Programming

## PLANNING & ZONING FEES \_\_\_\_\_18

- Comprehensive Plan Amendment (Map or Text)
- Conditional Use Permit
- Design Review
- Grading and Excavation
- Home Occupation Interim Use Permit
- Interim Use Permit
- Minor Subdivision
- New Construction/New Development Landscape Escrow
- Park Dedication
- Planned Unit Development
- Pre-Application Meeting for all Developments
- Rain Gardens
- Sign Permit
- Site Plan Review
- Special Commission Meeting
- Street, Alley, Easement Vacation
- Subdivision
- Tax Increment Financing Application
- Variance Request
- Zoning Letter

- Zoning Text Amendment
- Zoning Map Amendment

POLICE DEPARTMENT FEES \_\_\_\_\_ 20

- Accident Report
- Audio/Video CD/DVD
- False Alarm
- Finger Printing
- Notary
- Photographs
- Report Copies
- Transcription
- Research
- Patrol Officer
- Sergeant
- Squad

PUBLIC WORKS FEES \_\_\_\_\_ 21

- Public Street Improvements
- Dumpster Permit
- Right-of-Way Permit
- Water
  - Meter Charges
  - Hydrant Meter Rental
  - RPZ Filing Fee
  - Waive/Decline Radio Meter
  - Utility Late Payment Charge

## UTILITY RATES

ELECTRIC RATES \_\_\_\_\_ 23

GARBAGE RATES \_\_\_\_\_ 24

SURFACE WATER RATES \_\_\_\_\_ 25

WASTE WATER RATES \_\_\_\_\_ 26

WATER RATES \_\_\_\_\_ 27

## ANIMAL FEES

| 95.02 | Cat License                              |                                               | 2019         | Proposed 2020 |
|-------|------------------------------------------|-----------------------------------------------|--------------|---------------|
|       |                                          | 2-Year License Registration                   | \$25.00      |               |
|       |                                          | Early Renewal Discount (before February 28th) | \$(5.00)     |               |
|       |                                          | Microchip Discount                            | \$(2.00)     |               |
|       |                                          | Senior Discount (age 62 or older)             | \$(2.00)     |               |
|       |                                          | Sprayed / Neutered Discount                   | \$(5.00)     |               |
|       |                                          | Late Fee (after March 31st)                   |              |               |
|       |                                          | 30 Days                                       | 10%          |               |
|       |                                          | 60 Days                                       | 25%          |               |
|       |                                          | 90 Days                                       | 50%          |               |
|       |                                          |                                               |              |               |
| 95.02 | Dog License                              |                                               | 2019         |               |
|       |                                          | 2-Year License Registration                   | \$25.00      |               |
|       |                                          | Early Renewal Discount (before February 28th) | \$(5.00)     |               |
|       |                                          | Microchip Discount                            | \$(2.00)     |               |
|       |                                          | Senior Discount (age 62 or older)             | \$(2.00)     |               |
|       |                                          | Spayed / Neutered Discount                    | \$(5.00)     |               |
|       |                                          | Late Fee (after March 31st)                   |              |               |
|       |                                          | 30 Days                                       | 10%          |               |
|       |                                          | 60 Days                                       | 25%          |               |
|       |                                          | 90 Days                                       | 50%          |               |
|       |                                          |                                               |              |               |
| 95.02 | Dangerous / Potentially Dangerous Animal |                                               | 2019         |               |
|       |                                          | Annual Registration                           | \$450.00     |               |
|       |                                          |                                               |              |               |
| 95.25 | Dog Kennel License                       |                                               | 2019         |               |
|       |                                          | 2-Year License Registration                   | \$55.00      |               |
|       |                                          |                                               |              |               |
| 95.41 | Animal Impound Fees                      |                                               | 2019         |               |
|       |                                          | Cat                                           | Actual Cost  |               |
|       |                                          | Dog                                           | Actual Cost  |               |
|       |                                          |                                               |              |               |
|       | Other Animal Fees                        |                                               | 2019         |               |
|       |                                          | Technology Fee                                | \$10.00      |               |
|       |                                          | Daily Boarding                                | Actual Costs |               |
|       |                                          | Euthanasia                                    | Actual Costs |               |
|       |                                          | Cremation                                     | Actual Costs |               |
|       |                                          | Disposal (not euthanized)                     | Actual Costs |               |
|       |                                          | Veterinary Services                           | Actual Costs |               |

## BUILDING PERMITS

| Electric Permit                                                                           |                                                                   |                                         | 2019              | Proposed 2020  |              |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-----------------------------------------|-------------------|----------------|--------------|
|                                                                                           |                                                                   | Change Panel in Same Location           | \$110.00          |                |              |
|                                                                                           |                                                                   |                                         | Sub Panel         | \$44.00        | \$45.00      |
|                                                                                           |                                                                   | Service/Power Supply                    | 0-300 ampere      | \$55.00        |              |
|                                                                                           |                                                                   |                                         | 400 ampere        | \$65.00        |              |
|                                                                                           |                                                                   | Add for each additional 100 amp         |                   | \$16.00        |              |
|                                                                                           |                                                                   | Feeders/Circuits                        | 0-30 amps         | \$9.00         |              |
|                                                                                           |                                                                   |                                         | 31-100 amps       | \$11.00        |              |
|                                                                                           |                                                                   | Add for each additional 100 amps        |                   | \$6.00         |              |
|                                                                                           |                                                                   | Transformers and Generators             | Up To 10KVA       | \$11.00        | \$5.00       |
|                                                                                           |                                                                   |                                         | 11KVA to 75KVA    | \$44.00        | 40.00        |
|                                                                                           |                                                                   |                                         | 76KVA to 299 KVA  | \$67.00        | \$60.00      |
|                                                                                           |                                                                   |                                         | over 299KVA       | \$165.00       |              |
|                                                                                           |                                                                   | Accessory Structure                     | Per Structure     | \$55.00        |              |
|                                                                                           |                                                                   |                                         |                   | + Circuit Fees |              |
|                                                                                           | Addition, Remodel or Basement Finish                              |                                         |                   | \$88.00        |              |
|                                                                                           |                                                                   | Apartment Buildings                     | Per Unit          | \$77.00        | \$80.00      |
|                                                                                           |                                                                   | Retro fit Lighting                      | Per Fixture       | \$0.72         | \$0.85       |
|                                                                                           |                                                                   | Traffic Signals                         | Per Standard      | \$8.00         |              |
|                                                                                           |                                                                   | Street Lights and Lot Lights            | Per Pole          | \$5.00         |              |
|                                                                                           |                                                                   | Transformers                            | Each              | \$9.00         |              |
|                                                                                           |                                                                   |                                         |                   |                |              |
|                                                                                           |                                                                   | Remote Control or Signal Wiring         | Per Device        | \$0.85         |              |
|                                                                                           |                                                                   | Swimming Pools (per trip + circuit fee) |                   | \$88.00        | \$90.00      |
|                                                                                           |                                                                   | Circuits each                           |                   |                | \$9.00       |
|                                                                                           |                                                                   |                                         | Re-inspection Fee | \$44.00        | \$45.00      |
|                                                                                           |                                                                   |                                         | Minimum Fee       | \$44.00        | \$45.00      |
|                                                                                           |                                                                   | Special Inspection / Services           |                   |                | \$80.00/hr.  |
|                                                                                           |                                                                   | Inspection of Transient Projects        |                   |                |              |
|                                                                                           |                                                                   | *Power Supply                           |                   |                | \$90.00      |
|                                                                                           |                                                                   | *Rides, Devices or Concessions          |                   |                | \$45.00/unit |
|                                                                                           | Single Family Dwelling or Townhouse not over 200 amps Maximum Fee |                                         |                   | \$190.00       |              |
|                                                                                           | Separate / Reinspection Inspection                                |                                         |                   | \$45.00        |              |
|                                                                                           | Double fee for work stated without permit:                        |                                         |                   |                |              |
|                                                                                           | Solar fees:                                                       |                                         |                   |                |              |
|                                                                                           | 0kw to 5kw                                                        |                                         |                   |                | \$90.00      |
|                                                                                           | 5.1kw to 10kw                                                     |                                         |                   |                | \$150.00     |
|                                                                                           | 10.1 kw to 20kw                                                   |                                         |                   |                | \$225.00     |
|                                                                                           | 20.1kw to 30kw                                                    |                                         |                   |                | \$300.00     |
|                                                                                           | 30.1kw to 40kw                                                    |                                         |                   |                | \$375.00     |
|                                                                                           | 40.1kw and larger (add \$25.00 for each additional 10kw)          |                                         |                   |                | \$375.00     |
|                                                                                           |                                                                   |                                         |                   |                |              |
|                                                                                           | Refunds request must be in writing – minus city handling fee 20%  |                                         |                   |                |              |
|                                                                                           | Electronic inspections select items pre-approval                  |                                         |                   |                | \$40.00      |
| The fee is the larger of fees above or number of inspection trips multiplied by trip fee. |                                                                   |                                         |                   | 2019           |              |



## BUILDING PERMITS

|  |  |                                   |                 |         |         |
|--|--|-----------------------------------|-----------------|---------|---------|
|  |  |                                   | Trip Fee        | \$44.00 | \$45.00 |
|  |  | Add the following to all permits: |                 |         |         |
|  |  |                                   | State Surcharge | \$1.00  |         |
|  |  |                                   | Technology Fee  | \$10.00 |         |

## BUILDING PERMITS

| Right-of-Way Permit                                |                                                    |                                     |                | 2019     | Proposed 2020 |
|----------------------------------------------------|----------------------------------------------------|-------------------------------------|----------------|----------|---------------|
|                                                    |                                                    |                                     | Minimum        | \$80.00  |               |
|                                                    |                                                    | Add the following where applicable: |                |          |               |
|                                                    |                                                    | Per Additional Excavation           | Paved Area     | \$30.00  |               |
|                                                    |                                                    | Per Additional Excavation           | Unpaved Area   | \$15.00  |               |
|                                                    | Underground Utility or Telecom/Boring or Tunneling | Per LF                              |                | \$0.40   |               |
|                                                    | Underground Utility or Telecom/Open Trench         | Per LF                              |                | \$0.55   |               |
|                                                    | Overhead Utility/Telecom                           | Per LF                              |                | \$0.05   |               |
|                                                    |                                                    | Add the following to all permits:   |                |          |               |
|                                                    |                                                    |                                     | Technology Fee | \$10.00  |               |
| Temporary Membrane Structure Permit                |                                                    |                                     |                | 2019     |               |
|                                                    |                                                    |                                     |                | \$105.00 |               |
| Trenching (Commercial Plumbing and Utility Permit) |                                                    |                                     |                | 2019     |               |
|                                                    |                                                    |                                     | Base Fee       | \$95.00  |               |
|                                                    |                                                    | Inspection Fee                      | Valuation X    | \$0.0125 |               |
|                                                    |                                                    | Remote Water Reader                 | If Applicable  | \$130.00 |               |
|                                                    |                                                    | As-Built Deposit                    | If Applicable  | \$250.00 |               |
|                                                    |                                                    | Add the following to all permits:   |                |          |               |
|                                                    |                                                    | State Surcharge                     | Valuation X    | \$0.0005 |               |
|                                                    |                                                    |                                     | Technology Fee | \$10.00  |               |
| Underground Storage Tank Installation Permit       |                                                    |                                     |                | 2019     |               |
|                                                    |                                                    |                                     |                | \$210.00 |               |
| Underground Storage Tank Removal Permit            |                                                    |                                     |                | 2019     |               |
|                                                    |                                                    |                                     |                | \$140.00 |               |

### **Residential Fees**

**(For permits that are issued over-the-counter and have flat-rate fees)**

(Definition of residential: **IRC-1 Single Family Dwelling:** Any building that contains one dwelling unit used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied, or occupied for living purposes. **IRC-2 Two-Family Dwelling:** Any building that contains two separate dwelling units with separation either horizontal or vertical on one lot used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied, or occupied for living purposes. **IRC-3 – Townhouse:** Definition: A single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from the foundation to the roof and having open space on at least two sides of each unit. Each single-family dwelling unit shall be considered to be a separate building. Separate building service utilities shall be provided to each single-family dwelling unit when required by other chapters of the State Building Code. **IRC-4 Accessory Structure:** Definition: A structure not greater than 3000 ft. in floor area, and not over two stories in height, the use of which is customarily accessory to and incidental to that of the dwelling(s) and which is located on the same lot.

## BUILDING PERMITS

| Maintenance Permit Fees                                                                                                                                           |  |  |                                     | 2019    | Proposed 2020 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|-------------------------------------|---------|---------------|
| Re-Roof, Re-Side, Re-Door/Garage Door, Re-Window (if replacing in the existing opening) are valuation based permits (see valuation-based fees on page 5).         |  |  |                                     |         |               |
| Zoning Permits (Inspections will be done by City Staff, No State Surcharge)                                                                                       |  |  |                                     | 2019    |               |
|                                                                                                                                                                   |  |  | Shed (under 200 sq. ft)             | \$60.00 |               |
|                                                                                                                                                                   |  |  | Driveway                            | \$65.00 |               |
|                                                                                                                                                                   |  |  | Fence (under 7' in height)          | \$60.00 |               |
|                                                                                                                                                                   |  |  | Retaining Wall (under 4' in height) | \$60.00 |               |
| (Sheds over 200 ft, Fences over 7' in height and retaining walls over 4' in height require building permits submitted for plan review and are based on valuation) |  |  |                                     |         |               |

| Plumbing Permits                                                                                                                                                                                                                                                                                                       |  |  |                 | 2019       |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|-----------------|------------|--|
|                                                                                                                                                                                                                                                                                                                        |  |  | Base fee        | \$50.00    |  |
|                                                                                                                                                                                                                                                                                                                        |  |  | Per Fixture Fee | \$12.00    |  |
| (Includes each of any of the following: Floor Drains, Toilets, Bidets, Sinks, Hose Bibs, Laundry, Dishwasher, or Refrigerator connections, Water Heater, Whole-house Humidifier, Water Softener, Lawn Irrigation System, Shower, Tub, Sump Pump, and each future rough-in fixture, and water supply pipe replacement). |  |  |                 |            |  |
| Sewer Hook-Up                                                                                                                                                                                                                                                                                                          |  |  |                 | 2019       |  |
|                                                                                                                                                                                                                                                                                                                        |  |  | Residential     | \$150.00   |  |
|                                                                                                                                                                                                                                                                                                                        |  |  | Commercial      |            |  |
|                                                                                                                                                                                                                                                                                                                        |  |  | Industrial      |            |  |
|                                                                                                                                                                                                                                                                                                                        |  |  | Office per Unit |            |  |
| SAC Charge Per Unit (Regulated by Met Council)                                                                                                                                                                                                                                                                         |  |  |                 | 2019       |  |
|                                                                                                                                                                                                                                                                                                                        |  |  |                 | \$2,485.00 |  |
| Water Hook-Up                                                                                                                                                                                                                                                                                                          |  |  |                 | 2019       |  |
|                                                                                                                                                                                                                                                                                                                        |  |  | Residential     | \$150.00   |  |
|                                                                                                                                                                                                                                                                                                                        |  |  | Commercial      |            |  |
|                                                                                                                                                                                                                                                                                                                        |  |  | Industrial      |            |  |
|                                                                                                                                                                                                                                                                                                                        |  |  | Office per Unit |            |  |
| Mechanical Permit                                                                                                                                                                                                                                                                                                      |  |  |                 | 2019       |  |
|                                                                                                                                                                                                                                                                                                                        |  |  | Furnace         | \$80.00    |  |
|                                                                                                                                                                                                                                                                                                                        |  |  | Air Conditioner | \$55.00    |  |
|                                                                                                                                                                                                                                                                                                                        |  |  | Air Exchanger   | \$65.00    |  |
|                                                                                                                                                                                                                                                                                                                        |  |  | Gas Fireplace   | \$65.00    |  |
|                                                                                                                                                                                                                                                                                                                        |  |  | Gas Piping      | \$65.00    |  |
|                                                                                                                                                                                                                                                                                                                        |  |  | Unit Heater     | \$65.00    |  |
| Installation of any other fuel fired appliance (Boiler, In-Floor Heat)                                                                                                                                                                                                                                                 |  |  |                 | \$65.00    |  |
| Bath Kitchen Fan (\$65.00 minimum)                                                                                                                                                                                                                                                                                     |  |  |                 | Each 32.50 |  |
| Fire Place masonry – Based on valuation (building permit required)                                                                                                                                                                                                                                                     |  |  |                 |            |  |

## BUILDING PERMITS

### Moved in Structures

**See Building Permit Related Fees – commercial and residential**

All Permits require a Technology Fee and applicable State Surcharge

### Commercial Fees

ALL Commercial permit applications require plan review and permit fees are based on valuation (includes, re-roof, re-side, re-window, re-door, and demolition).

|  |                                            |                    | 2019    | Proposed 2020 |
|--|--------------------------------------------|--------------------|---------|---------------|
|  |                                            | Plumbing Minimum   | \$95.00 |               |
|  |                                            | Mechanical Minimum | \$95.00 |               |
|  | Unless included with other mechanical work | Gas Line Minimum   | \$95.00 |               |

Plumbing Permit: Valuation-based fee (copy of contract must be submitted with permit application)

Mechanical Permit: Valuation-based fee (copy of contract must be submitted with permit application)

Fire Sprinkler Systems require regular building permit; fees are based on valuation

Fire Alarm Systems require regular building permit; fees are based on valuation

### Valuation Based Fees

(Residential and Commercial building permit fees when plan review is required):

Fee Schedule Base: 1997 + 15%

|                |                |                                                                                                                   |
|----------------|----------------|-------------------------------------------------------------------------------------------------------------------|
| \$1.00         | \$2000.00      | \$80.55 minimum.                                                                                                  |
| \$2001.00      | \$25,000.00    | \$80.55 for the first \$2,000 plus \$16.10 for each \$1,000 or fraction thereof, to and including \$25,000        |
| \$25,001.00    | \$50,000.00    | \$450.85 for the first \$25,000 plus \$11.65 for each \$1,000 or fraction thereof, to and including \$50,000      |
| \$50,001.00    | \$100,000.00   | \$742.10 for the first \$50,000 plus \$8.15 for each \$1,000 or fraction thereof, to and including \$100,000      |
| \$100,001.00   | \$500,000.00   | \$1,149.60 for the first \$100,000 plus \$6.50 for each \$1,000 or fraction thereof, to and including \$500,000   |
| \$500,001.00   | \$1,000,000.00 | \$3,749.60 for the first \$500,000 plus \$5.50 for each \$1,000 or fraction thereof, to and including \$1,000,000 |
| \$1,000,001.00 | And up         | \$6,499.60 for the first \$1,000,000 plus \$4.50 for each additional \$1000 or fraction thereof                   |

\*Pursuant to MN Rules Chapter 1300.0160 subpart 3, Building permit valuations shall be set by the Building Official. For determining the permit valuation, the Building Official will use the supplied valuation with a minimum value as calculated by the current Building Valuation Data Table, published each May by the Department of Labor and Industry and other data, as needed, for projects not otherwise specified.



## BUILDING PERMITS

### **Building Permit Related Fees – (commercial and residential)**

- **Plan Check/Document Evaluation fee:** 65% of the Permit Fee for Residential and Commercial Projects.
- **Master Plan:** When submittal documents for similar plans are approved, plan review fees shall not exceed 25 percent of the normal building permit fee established and charged for the same structure. Plan review fees for the original plan review is 65% of the permit fee.
- **Review of state approved plans:** 25% of the plan review required by the adopted fee schedule (for orientation to the plans)
- **Residential Site Inspection (including initial S.E.C.),** required for all new construction (new homes, detached garages, accessory structures) \$60.00
- **Commercial Site Inspection (including initial S.E.C.),** required for all new construction (new buildings and accessory structures) \$90.00
- **S.E.C. (Sediment and Erosion Control) .0006 x permit valuation for all *Building Permits* except Re-Roof, Re-Side, Re-Window, Decks & Interior Remodels; Minimum \$150.00 New Home or Commercial Construction, Minimum \$50.00 on any other non-exempt Construction**
- **Demolition Permit Fees:** Based on valuation with a minimum fee of \$100.00
- **Exterior Structures:**
  - Retaining Wall (over 4' in height): based on valuation
  - Fence (over 7' in height): based on valuation
  - Sheds (over 200 sq. feet): based on valuation
- Drain Tile or Radon Mitigation Permit Fees, Based on Valuation
- Curb Deposit \$600.00
- Seasonal Swimming Pools: \$80.00  
(Seasonal residential swimming pools requiring permits (over 24" and 5000 gallons, installed entirely above grade) are allowed to be installed with a single application and approval provided that the same pool is installed in the same location each year. Once approved, the pool may be put up and taken down any number of times. A site plan is required to be approved as a part of the permit submittal, and must be kept on site for review as needed.)

#### Permanent and In-ground Swimming Pools: Based on Valuation

- **Pre-moved in single family dwelling:** \$175.00 plus travel time and mileage from municipality office (as calculated by Google maps)
- **Pre-moved in accessory structure:** \$125.00 plus travel time and mileage from municipality office (as calculated by Google maps)
- **Connection fee – Moved in structure:** \$200.00 (does not include foundation/interior remodel)
- **Connection fee – plumbing:** \$50.00
- **Connection fee – mechanical:** \$50.00
- **Manufactured home installation:** \$200.00 (does not include foundation/interior remodel) plus connection fees (if applicable)
- **Site work for manufactured, prefab, or moved in home (foundation, basement, etc.):** based on valuation

### **State Surcharge Fees**

**State Surcharge:** Schedule is based on the currently adopted State Surcharge Table – per MN Statute 326B

State Surcharge is applicable on all permits unless otherwise noted.

## BUILDING PERMITS

### Other Inspections and Fees

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                    |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | Re-inspection Fee - A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. On valuation-based building permits, this fee is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of the code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees shall also be assessed when 1) the address of the jobsite is not posted, 2) the inspection record card is not posted or provided at the worksite, 3) the approved plans are not readily available for the inspector, 4) full access to the site is not provided for the inspector, 5) the inspector is not met by the responsible individual (no show), 6) on residential (IRC) maintenance permits where corrections are required to be inspected, and 7) deviations from the approved plans occur without prior building official approval. Re-inspection fees are due on or before the re-inspection. Payment made payable to the Municipality: | \$50 each                                                                                                                                                          |
| 2.  | Inspections outside of normal business hours (will include travel time both ways – 2 hour minimum):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$75/hr.                                                                                                                                                           |
| 3.  | Inspections for which no fee is indicated, Miscellaneous and Special Services (1/2 hour minimum):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Designated Building Official \$125/hour<br>Senior Building Official \$95/hour<br>Fire Inspector \$90/hour<br>Building Inspector \$75/hour<br>Other Staff \$75/hour |
| 4.  | Additional Plan Review required by changes, additions, or revisions to approved plans (½ hour minimum)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$75/hr.                                                                                                                                                           |
| 5.  | Special Investigation fee (work started without obtaining a permit)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 100% of the permit fee                                                                                                                                             |
| 6.  | Copy charge (black/white 8 ½ x 11 and 8 ½ x 14)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$.25/sheet                                                                                                                                                        |
| 7.  | Copy charge (black/white 11 x 17)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$.50/sheet                                                                                                                                                        |
| 8.  | Copy charge (color 8 ½ x 11 and 8 ½ x 14)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$1/sheet                                                                                                                                                          |
| 9.  | Copy charge (color 11 x 17)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$2/sheet                                                                                                                                                          |
| 10. | Print or copy charge (large plan sheet)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$4                                                                                                                                                                |
| 11. | Duplicate permit card fee – short card (8 ½ x 7)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$25                                                                                                                                                               |
| 12. | Duplicate permit card fee – long card (8 ½ x 14)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$50                                                                                                                                                               |
| 13. | License Look-Up (contractor license verification)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$5                                                                                                                                                                |
| 14. | Lead Certification (for eligible construction) (contractor Lead Certification Verification)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$5                                                                                                                                                                |
| 15. | Permit Renewal within 6 mos. of expiration (no plan changes, no code changes, new permit number)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 50% of permit fee                                                                                                                                                  |
| 16. | Permit Renewal after 6 mos. of expiration (new permit required)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | based on valuation of remaining work                                                                                                                               |
| 17. | Change of Use, (if no construction permits are required)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$100                                                                                                                                                              |
| 18. | Pre-Final inspection (new home or structure)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$60                                                                                                                                                               |
| 19. | Temporary Certificate of Occupancy – Escrow (less costs to administer)<br><b>Discussion Item</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$1000.00                                                                                                                                                          |
| 20. | Refunds:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                    |
|     | Plan review (if plan review has not started)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 100%                                                                                                                                                               |
|     | Plan review (if plan review has started)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 50 %                                                                                                                                                               |
|     | Plan review (if plan review has been completed)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0%                                                                                                                                                                 |
|     | Permit fee (if work not started) within 6 months of permit issuance by municipality                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 80%                                                                                                                                                                |
|     | Permit fee (if work has started – building permit)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 0%                                                                                                                                                                 |
|     | Maintenance Permits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0%                                                                                                                                                                 |
| 21. | Technology Fee (applicable to all permits)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$10.00                                                                                                                                                            |

## BUSINESS LICENSES

| Alcoholic Beverages                                 |                                                         |                                    |  | 2019       | Proposed 2020 |
|-----------------------------------------------------|---------------------------------------------------------|------------------------------------|--|------------|---------------|
| Bond and insurance requirements are State regulated |                                                         |                                    |  |            |               |
| 117.06                                              | Liquor and Beer                                         | On Sale                            |  | \$5,000.00 |               |
|                                                     |                                                         | Off Sale                           |  | \$200.00   |               |
|                                                     |                                                         | Special Club                       |  | \$300.00   |               |
|                                                     |                                                         | Liquor License Investigation Fee   |  | \$500.00   |               |
| 117.16                                              | Liquor Sunday                                           |                                    |  | \$200.00   |               |
| 117.32                                              | Malt Liquor (3.2)                                       | On Sale                            |  | \$150.00   |               |
|                                                     |                                                         | Off Sale                           |  | \$200.00   |               |
|                                                     |                                                         | *Minnesota BuyersCard              |  | \$20.00    |               |
|                                                     |                                                         | *(Per year paid directly to State) |  |            |               |
| 117.06                                              | On-Sale Temporary Liquor License or Premises Extensions | Per Event                          |  | \$25.00    |               |
|                                                     |                                                         |                                    |  |            |               |
|                                                     |                                                         | On-Sale Wine                       |  | \$2,000.00 |               |
|                                                     |                                                         | Microdistillery Cocktail Room      |  | \$2,500.00 |               |
|                                                     |                                                         | Microdistillery Off-Sale           |  | \$150.00   |               |
|                                                     |                                                         | Brewpub On-Sale                    |  | \$5,000.00 |               |
|                                                     |                                                         | Brewpub Off-Sale                   |  | \$150.00   |               |
|                                                     |                                                         | Brewer Taproom On-Sale             |  | \$2,500.00 |               |
|                                                     |                                                         | Small Brewer Off-Sale              |  | \$150.00   |               |
|                                                     |                                                         | Temporary On-Sale Liquor           |  | \$25.00    |               |
|                                                     |                                                         | Temporary On-Sale 3.2% Malt Liquor |  | \$25.00    |               |
| 111.03                                              | Amusement Parks, Shows and Circuses*                    |                                    |  | 2019       |               |
|                                                     |                                                         | 1st Day                            |  | \$125.00   |               |
|                                                     |                                                         | Each Additional Day                |  | \$25.00    |               |
| 118.04                                              | Cigarette & Tobacco Sales                               |                                    |  | 2019       |               |
|                                                     |                                                         |                                    |  | \$300.00   |               |
| 111.04                                              | Christmas Tree Sales                                    |                                    |  | 2019       |               |
|                                                     |                                                         |                                    |  | \$75.00    |               |
| 116.05                                              | Courtesy Benches                                        |                                    |  | 2019       |               |
|                                                     |                                                         | Per Bench                          |  | \$70.00    |               |
| 121.03                                              | Gasoline Distribution                                   |                                    |  | 2019       |               |
|                                                     |                                                         | Application Fee                    |  | \$85.00    |               |
|                                                     |                                                         | Per Nozzle                         |  | \$15.00    |               |
| 111.01                                              | Outside Theater                                         |                                    |  | 2019       |               |
|                                                     |                                                         |                                    |  | \$25.00    |               |

## BUSINESS LICENSES-CONTINUED

| 124.04               | Pawn Shops                 |                                           | 2019                       | Proposed 2020 |
|----------------------|----------------------------|-------------------------------------------|----------------------------|---------------|
|                      |                            | Investigation and Application Fee-MN Only | \$500.00                   |               |
|                      |                            | Outside MN                                | \$10,000.00                |               |
|                      |                            | Annual License Fee                        | \$3,000.00                 |               |
|                      |                            | Bond                                      | \$5,000.00                 |               |
|                      |                            | Billable Transaction Fee Per Transaction  | \$2.90                     |               |
| 119.03               | Peddlers License           |                                           | 2019                       |               |
|                      |                            | Per Company                               | \$100.00                   |               |
|                      |                            | Per Employee                              | \$75.00                    |               |
| 113.02               | Massage Enterprise         |                                           | 2019                       |               |
|                      |                            |                                           | \$2,000.00                 |               |
| 120.09               | Sexually Oriented Business |                                           | 2019                       |               |
|                      |                            | Business License Fee                      | \$3,000.00                 |               |
|                      |                            | Investigation Fee                         | \$5,000.00                 |               |
| 122.12               | Special Event Vendor*      |                                           | 2019                       |               |
|                      |                            | For all vendors                           | \$80.00                    |               |
| 134.02               | Unattended Collection Bin  |                                           | 2019                       |               |
|                      |                            |                                           | \$50.00                    |               |
| * Insurance Required |                            | Minimum Liability Coverage:               | \$1,000,000 per occurrence |               |
|                      |                            |                                           | \$2,000,000 aggregate      |               |

Each license or permit holder shall obtain an insurance policy naming the applicant and the city as insureds, providing for bodily injury in the amount to be set by Council resolution.



## CONTRACTOR LICENSES

| 94.57 Dumpster Hauler             |                             | 2019                                                         | Proposed 2020 |
|-----------------------------------|-----------------------------|--------------------------------------------------------------|---------------|
|                                   |                             | \$220.00                                                     |               |
| 55.04 Garbage Refuse Collection   |                             | 2019                                                         |               |
|                                   |                             | \$220.00                                                     |               |
| 110.02 General Contractor         |                             | 2019                                                         |               |
|                                   |                             | \$80.00                                                      |               |
| 96.15 Lawn Fertilizer Application |                             | 2019                                                         |               |
|                                   |                             | \$110.00                                                     |               |
| 110.02 Mechanical Contractor      |                             | 2019                                                         |               |
|                                   |                             | \$70.00                                                      |               |
| 94.55 Right-of-Way Registration   |                             | 2019                                                         |               |
|                                   |                             | \$220.00                                                     |               |
| 110.02 Tree Trimmer               |                             | 2019                                                         |               |
|                                   |                             | \$70.00                                                      |               |
| 110.02 Trenching Contractor       |                             | 2019                                                         |               |
|                                   | NO Fee for licensed plumber | \$60.00                                                      |               |
| 110.01 ( E ) Insurance            | Minimum Liability Coverage: | \$1,000,000<br>per<br>occurrence<br>\$2,000,000<br>aggregate |               |

(1) When a licensee or permittee is required to have in force a policy of insurance, the policy shall be approved as to substance and form by the Attorney. The policy shall provide that it is non-cancellable without 15 days' notice to the city, and the coverage shall be for the term of the license or permit. Satisfactory evidence or coverage by insurance shall be filed with the City Manager before the license or permit is issued. Each license or permit shall terminate upon termination of the required insurance coverage.

(2) The amount of insurance shall be set by Council ordinance.

## ELECTRIC CHARGES

| Installation of Electric Service                                                            |                                                                                   |                                                                      |                            |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------|
| Note: For notes and conditions related to the charges listed below, see the Utility Policy. |                                                                                   |                                                                      |                            |
| Underground Installation Charges                                                            |                                                                                   | 2019                                                                 |                            |
|                                                                                             | *New residential and small commercial single phase up to 200 amp                  |                                                                      | \$650.00                   |
|                                                                                             | Rewire from overhead to underground single phase 200 amp                          |                                                                      | \$650.00                   |
|                                                                                             |                                                                                   |                                                                      | Additional fees may apply. |
| Temporary Services Installation Charges                                                     |                                                                                   | 2019                                                                 |                            |
|                                                                                             |                                                                                   | Overhead service drop not over 100 feet                              | \$200.00                   |
|                                                                                             | Underground tap adjacent to pedestal or pad mount transformer max distance 5 feet |                                                                      | \$150.00                   |
| Large Commercial                                                                            |                                                                                   |                                                                      |                            |
|                                                                                             |                                                                                   | Fees are determined on a case by case basis                          |                            |
|                                                                                             |                                                                                   | Additional fees may apply.                                           |                            |
| *Collected on Building Permit                                                               |                                                                                   |                                                                      |                            |
| Lighting Service                                                                            |                                                                                   |                                                                      |                            |
| Note: For notes and conditions related to the charges listed below, see the Utility Policy. |                                                                                   |                                                                      |                            |
| Residential and Commercial                                                                  |                                                                                   | 2019                                                                 |                            |
|                                                                                             |                                                                                   | LED 53 watt / HPS 100 watt                                           | \$9.00                     |
|                                                                                             |                                                                                   | LED 101 watt / HPS 250 watt                                          | \$13.75                    |
|                                                                                             |                                                                                   | 400 watt                                                             | \$19.80                    |
|                                                                                             |                                                                                   | 1000 watt                                                            | \$52.00                    |
|                                                                                             |                                                                                   |                                                                      | Additional fees may apply. |
| Governmental Units - North St. Paul Owned                                                   |                                                                                   | 2019                                                                 |                            |
|                                                                                             |                                                                                   | LED 53 watt / HPS 100 watt                                           | \$9.00                     |
|                                                                                             |                                                                                   | LED 101 watt / HPS 250 watt                                          | \$13.75                    |
|                                                                                             |                                                                                   | 400 watt                                                             | \$19.80                    |
| Governmental Units                                                                          |                                                                                   | 2019                                                                 |                            |
|                                                                                             |                                                                                   | 100 watt                                                             | \$4.00                     |
|                                                                                             |                                                                                   | 250 watt                                                             | \$7.45                     |
|                                                                                             |                                                                                   | 400 watt                                                             | \$10.85                    |
| Bus Shelters                                                                                |                                                                                   | 2019                                                                 |                            |
|                                                                                             |                                                                                   | Based on shelter design Minimum                                      | \$5.00                     |
|                                                                                             |                                                                                   | Installation of wire to service shelter charged at time & materials. |                            |

## ELECTRIC CHARGES-CONTINUED

| Other Electric Charges                                                                |          |               |
|---------------------------------------------------------------------------------------|----------|---------------|
| For notes and conditions related to the charges listed below, see the Utility Policy. |          |               |
| Deposits                                                                              | 2019     | Proposed 2020 |
| Rental Housing                                                                        | \$150.00 |               |
| Apartment Units                                                                       | \$75.00  |               |
| Commercial and Industrial                                                             | \$150.00 |               |
| Meter Tests                                                                           | 2019     |               |
| Requested by customer                                                                 | \$75.00  |               |
| Faulty meter                                                                          | -        |               |
| Pole Attachments                                                                      | 2019     |               |
| Per Attachment, Per Pole, Per Year                                                    | \$10.00  |               |
| Reconnect Charges                                                                     | 2019     |               |
| During working hours                                                                  | \$50.00  |               |
| Utility Late payment Charge                                                           | 2019     |               |
| 10% of balance due                                                                    |          |               |
| Minimum                                                                               | \$10.00  |               |
| Waive/Decline Radio Meter                                                             | 2019     |               |
| Monthly                                                                               | \$150.00 |               |

## EQUIPMENT CHARGES

| Hourly Equipment Rate |                           |                                           | Per      | 2019<br>Hour Rate |
|-----------------------|---------------------------|-------------------------------------------|----------|-------------------|
|                       |                           | 1/2 ton Truck                             | \$30.00  |                   |
|                       |                           | 3/4 ton Truck                             | \$35.00  |                   |
|                       |                           | 1 ton Dump Truck                          | \$50.00  |                   |
|                       |                           | 2-1/2 ton Truck                           | \$50.00  |                   |
|                       |                           | Flusher Truck                             | \$55.00  |                   |
|                       |                           | Single Bucket Truck                       | \$90.00  |                   |
|                       |                           | Double Bucket Truck                       | \$100.00 |                   |
|                       |                           | Auger Truck                               | \$100.00 |                   |
|                       |                           | Loader (4-wheel)                          | \$90.00  |                   |
|                       |                           | Backhoe 410                               | \$75.00  |                   |
|                       |                           | Backhoe 710                               | \$95.00  |                   |
|                       |                           | Sweeper                                   | \$90.00  |                   |
|                       |                           | Air Compressor                            | \$35.00  |                   |
|                       |                           | Air Hammer w/ Compressor                  | \$45.00  |                   |
|                       |                           | Chain Saw                                 | \$15.00  |                   |
|                       |                           | Pump                                      | \$15.00  |                   |
|                       |                           | Bit. Roller                               | \$25.00  |                   |
|                       |                           | Ditching Machine: (Ditch Witch) w/trailer | \$40.00  |                   |
|                       |                           | Trench/Backhoe                            | \$85.00  |                   |
|                       |                           | Tamper                                    | \$15.00  |                   |
|                       |                           | Omni Generator (Dec. 1975)                | \$50.00  |                   |
|                       |                           | Chipper                                   | \$65.00  |                   |
|                       |                           | Skid Loader                               | \$80.00  |                   |
|                       |                           | Vactron Trailer                           | \$75.00  |                   |
|                       |                           | Generator (Small 6000 watt)               | \$25.00  |                   |
|                       |                           | Vactor Truck                              | \$120.00 |                   |
| Operator Costs        |                           |                                           | 2019     |                   |
|                       | Actual Costs + % Overhead |                                           | 35%      |                   |
| Material Costs        |                           |                                           | 2019     |                   |
|                       | Actual Costs + % Overhead |                                           | 35%      |                   |

Above costs are charges that would be used in working on city facilities for customer convenience. If we work only on customer facilities with no relation to city facilities, then labor charges are 1-1/2 times above.



## FIRE DEPARTMENT FEES

| Daycare/Foster Care Inspections |                                                                                  |                                            |                  | 2019     | Proposed 2020 |
|---------------------------------|----------------------------------------------------------------------------------|--------------------------------------------|------------------|----------|---------------|
|                                 |                                                                                  |                                            |                  | \$50.00  |               |
| 155.01                          | Rental Property Registration - Single Family Residential                         |                                            |                  | 2019     |               |
|                                 |                                                                                  | Initial Registration                       |                  | \$150.00 |               |
|                                 |                                                                                  | Annual Renewal                             |                  | \$100.00 |               |
|                                 |                                                                                  | Transfer Fee                               |                  | \$25.00  |               |
|                                 |                                                                                  | No Entry Fee                               |                  | \$50.00  |               |
|                                 |                                                                                  | Reinspection                               |                  | \$50.00  |               |
|                                 |                                                                                  |                                            |                  |          |               |
|                                 |                                                                                  |                                            | <b>Late Fees</b> |          |               |
|                                 |                                                                                  |                                            | 30 Days          | 10%      |               |
|                                 |                                                                                  |                                            | 60 Days          | 25%      |               |
|                                 |                                                                                  |                                            | 90 Days          | 50%      |               |
| 155.01                          | Rental Property Registration - Duplex (Two Family Residential)                   |                                            |                  | 2019     |               |
|                                 |                                                                                  | Initial Registration                       |                  | \$200.00 |               |
|                                 |                                                                                  | Annual Renewal                             |                  | \$150.00 |               |
|                                 |                                                                                  | Transfer Fee                               |                  | \$50.00  |               |
|                                 |                                                                                  | No Entry Fee                               |                  | \$75.00  |               |
|                                 |                                                                                  | Reinspection                               |                  | \$75.00  |               |
|                                 |                                                                                  |                                            |                  |          |               |
|                                 |                                                                                  |                                            | <b>Late Fees</b> |          |               |
|                                 |                                                                                  |                                            | 30 Days          | 10%      |               |
|                                 |                                                                                  |                                            | 60 Days          | 25%      |               |
|                                 |                                                                                  |                                            | 90 Days          | 50%      |               |
| 155.01                          | R2 Multi-Family Inspections (3 or more residential units)                        |                                            |                  | 2019     |               |
|                                 |                                                                                  | Initial Registration                       |                  | \$200.00 |               |
|                                 |                                                                                  | Annual Renewal (Per Building)              |                  | \$150.00 |               |
|                                 |                                                                                  | Inspection Year Base Fee (Per Building)    |                  | \$150.00 |               |
|                                 | + Per Unit (total number of units per building, applied only on inspection year) |                                            |                  | \$10.00  |               |
|                                 |                                                                                  | Transfer Fee                               |                  | \$50.00  |               |
|                                 |                                                                                  | No Entry Fee                               |                  | \$75.00  |               |
|                                 |                                                                                  | Reinspection                               |                  | \$75.00  |               |
|                                 |                                                                                  |                                            |                  |          |               |
|                                 |                                                                                  |                                            | <b>Late Fees</b> |          |               |
|                                 |                                                                                  |                                            | 30 Days          | 10%      |               |
|                                 |                                                                                  |                                            | 60 Days          | 25%      |               |
|                                 |                                                                                  |                                            | 90 Days          | 50%      |               |
| 99.02                           | False Alarm Fees (per calendar year)                                             |                                            |                  | 2019     |               |
|                                 |                                                                                  | 3rd False Alarm                            |                  | \$250.00 |               |
|                                 |                                                                                  | 4th False Alarm and thereafter (per alarm) |                  | \$500.00 |               |

## FIRE DEPARTMENT FEES-CONTINUED

| Fire Alarm/Sprinkler Permit Fees (calculated by value)                                                               |                           |                                                                                                       |                 | 2019      | Proposed 2020 |
|----------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------|-----------------|-----------|---------------|
| Total Valuation                                                                                                      |                           | Fee                                                                                                   |                 |           |               |
| \$1.00 to \$500                                                                                                      |                           | \$28.05                                                                                               |                 |           |               |
| \$501.00 to \$2,000.00                                                                                               |                           | \$28.05 for the first \$500.00 plus \$3.50 for each additional \$100.00, or fraction thereof          |                 |           |               |
| \$2,001.00 to \$25,000.00                                                                                            |                           | \$80.55 for the first \$2,000.00 plus \$16.10 for each additional \$1,000.00, or fraction thereof     |                 |           |               |
| \$25,001.00 to \$50,000.00                                                                                           |                           | \$450.85 for the first \$25,000.00 plus \$11.65 for each additional \$1,000.00, or fraction thereof   |                 |           |               |
| \$50,001.00 to \$100,000.00                                                                                          |                           | \$742.10 for the first \$50,000.00 plus \$8.15 for each additional \$1,000.00, or fraction thereof    |                 |           |               |
| \$100,001.00 to \$500,000.00                                                                                         |                           | \$1,149.60 for the first \$100,000.00 plus \$6.50 for each additional \$1,000.00, or fraction thereof |                 |           |               |
| \$500,001.00 to \$1,000,000.00                                                                                       |                           | \$3749.60 for the first \$500,000.00 plus \$5.50 for each additional \$1,000.00, or fraction thereof  |                 |           |               |
| \$1,000,001.00 and up                                                                                                |                           | \$6,499.60 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00                    |                 |           |               |
| Fire Safety Inspection in Minnesota Schools                                                                          |                           |                                                                                                       |                 | 2019      |               |
|                                                                                                                      |                           |                                                                                                       | Per square foot | \$ 0.014  |               |
| Includes 2 follow-up inspection or on-site consultations.<br>Additional follow-ups are charged 1/2 cents per sq. ft. |                           |                                                                                                       |                 |           |               |
| 133.03                                                                                                               | Retail Sales of Fireworks |                                                                                                       |                 | 2019      |               |
|                                                                                                                      |                           |                                                                                                       | Retailer        | \$ 100.00 |               |
|                                                                                                                      |                           |                                                                                                       | Vendor          | \$ 250.00 |               |

## MISCELLANEOUS FEES

| 98.23 | Abatement Rate                                                 |                                                        |             | 2019       | Proposed 2020 |
|-------|----------------------------------------------------------------|--------------------------------------------------------|-------------|------------|---------------|
|       |                                                                | Minimum Per hour                                       |             | \$240.00   |               |
|       | Antenna/Tower Review Fee                                       |                                                        |             | 2019       |               |
|       |                                                                |                                                        | New         | \$800.00   |               |
|       |                                                                |                                                        | Maintenance | \$1,000.00 |               |
|       | Antenna/Tower Review Administrative Fee                        |                                                        |             | 2019       |               |
|       |                                                                |                                                        |             | \$250.00   |               |
|       | Buckthorn Puller Deposit                                       | (all refundable fee - no admin charges)                |             | 2019       |               |
|       |                                                                |                                                        |             | \$100.00   |               |
|       | City Staff (does not include Police Department staff)          |                                                        |             | 2019       |               |
|       |                                                                | City Manager                                           | Hourly Rate | Actual     |               |
|       |                                                                | City Attorney                                          | Hourly Rate | Actual     |               |
|       |                                                                | City Engineer                                          | Hourly Rate | Actual     |               |
|       | Department Head & Supervisors                                  |                                                        | Hourly Rate | Actual     |               |
|       | Professional Staff (City Planner, Building Official, etc.)     |                                                        | Hourly Rate | Actual     |               |
|       | Field Staff (Public Works & Electric Technicians)              |                                                        | Hourly Rate | Actual     |               |
|       |                                                                | Clerical Staff                                         | Hourly Rate | Actual     |               |
|       | Copy Fee                                                       |                                                        |             | 2019       |               |
|       |                                                                | Black & White (per page)                               |             | \$0.25     |               |
|       |                                                                | DVD Copies                                             |             | \$11.00    |               |
|       | Building / Site Plans - Poster Size - Black & White (per page) |                                                        |             | \$3.00     |               |
|       |                                                                | Building / Site Plans - Poster Size - Color (per page) |             | \$5.00     |               |
|       |                                                                | Zoning Map - Poster Size - Color (per page)            |             | \$5.00     |               |
|       | Election Filing Fee                                            |                                                        |             | 2019       |               |
|       |                                                                |                                                        | City Office | \$5.00     |               |
|       | Incident Report (City)                                         |                                                        |             | 2019       |               |
|       |                                                                |                                                        | per page    | \$2.00     |               |
|       | NSF Check Charge                                               |                                                        |             | 2019       |               |
|       |                                                                |                                                        |             | \$30.00    |               |
|       | Notary Service                                                 |                                                        |             | 2019       |               |
|       |                                                                | Plus \$1.00 per page over 5 pages                      |             | \$5.00     |               |
|       | Over the Phone Credit Card Payment                             |                                                        |             | 2019       |               |
|       |                                                                |                                                        |             | \$20.00    |               |
|       | Property and Special Assessment Verification                   |                                                        |             | 2019       |               |
|       |                                                                |                                                        |             | \$30.00    |               |
|       | Photographs                                                    |                                                        |             | 2019       |               |
|       |                                                                |                                                        | CD/DVD      | \$40.00    |               |
|       |                                                                |                                                        | Single      | \$5.00     |               |

## PARK & RECREATION FEES

| Canoe Storage Rental (Seasonal)                                                                       |                                   | 2019                 |           | Proposed 2020 |
|-------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------|-----------|---------------|
|                                                                                                       | Resident                          |                      | \$50.00   |               |
|                                                                                                       | Non-Resident                      |                      | \$75.00   |               |
| Park Building Rental (Casey Lake)                                                                     |                                   | 2019                 |           |               |
|                                                                                                       | Weekday (Monday-Thursday) Per Day | Resident             | \$125.00  |               |
|                                                                                                       | Weekend (Friday-Sunday) Per Day   | Resident             | \$200.00  |               |
|                                                                                                       |                                   |                      |           |               |
|                                                                                                       | Weekday (Monday-Thursday) Per Day | Non-Resident         | \$175.00  |               |
|                                                                                                       | Weekend (Friday-Sunday) Per Day   | Non-Resident         | \$300.00  |               |
|                                                                                                       |                                   |                      |           |               |
| Weekday Meeting Rentals (Non-Profit) Per Hour                                                         |                                   | Resident             | \$25.00   |               |
| Weekday Meeting Rentals (Non-Profit) Per Hour                                                         |                                   | Non-Resident         | \$40.00   |               |
|                                                                                                       |                                   |                      |           |               |
|                                                                                                       | Wedding Rate Per Day              | Resident             | \$400.00  |               |
|                                                                                                       |                                   | Non-Resident         | \$500.00  |               |
|                                                                                                       |                                   |                      |           |               |
|                                                                                                       | Building Deposit                  | No Alcohol           | \$300.00  |               |
|                                                                                                       | Building Deposit                  | With Alcohol         | \$600.00  |               |
| * Rates based on Park Reservation Policy.                                                             |                                   |                      |           |               |
| Park Building Rental (Hause)                                                                          |                                   | 2019                 |           |               |
|                                                                                                       | Per Day                           | Resident             | \$100.00  |               |
|                                                                                                       | Per Day                           | Non-Resident         | \$150.00  |               |
|                                                                                                       |                                   |                      |           |               |
|                                                                                                       | Building Deposit                  | No Alcohol           | \$150.00  |               |
|                                                                                                       | Building Deposit                  | With Alcohol         | \$300.00  |               |
| * Rates based on Park Reservation Policy.                                                             |                                   |                      |           |               |
| Open-Air Park Shelters (Northwood, Silver Lake, Hause & Colby Hills)                                  |                                   | 2019                 |           |               |
|                                                                                                       | Per Day                           | Resident             | \$45.00   |               |
|                                                                                                       | Per Day                           | Non-Resident         | \$55.00   |               |
|                                                                                                       |                                   |                      |           |               |
|                                                                                                       | Building Deposit                  | Resident             | \$50.00   |               |
|                                                                                                       | Building Deposit                  | Non-Resident         | \$50.00   |               |
| * Rates based on Park Reservation Policy.                                                             |                                   |                      |           |               |
| Open-Air Park Shelters (Casey Lake Park Booya Patio & Tower)                                          |                                   | 2019                 |           |               |
|                                                                                                       | Per Day                           | Resident             | No Charge |               |
|                                                                                                       | Per Day                           | Non-Resident         | No Charge |               |
| * Rates based on Park Reservation Policy. Booya patio and Tower shelter are first-come, first-served. |                                   |                      |           |               |
| Ballfield Rental                                                                                      |                                   | 2019                 |           |               |
|                                                                                                       | Softball League                   | Per Game Night       | \$72.00   |               |
|                                                                                                       | Baseball                          | Per Field Prep       | \$25.00   |               |
|                                                                                                       | Contract League Softball          | Per Field, Per Day   | \$75.00   |               |
|                                                                                                       | Softball Tournament               | Per Field, Per Day   | \$125.00  |               |
|                                                                                                       | Sunday Church League              | Per Field, Per Night | \$72.00   |               |
| Recreational Programming                                                                              |                                   | 2019                 |           |               |
|                                                                                                       |                                   | Per Program          | Varies    |               |



## PLANNING & ZONING FEES

|                                                                   |                  |                                   |
|-------------------------------------------------------------------|------------------|-----------------------------------|
| Comprehensive Plan Amendment (Map or Text)                        | Application Fee  | Escrow*                           |
|                                                                   | \$1,000.00       | \$2,500 minimum                   |
| Conditional Use Permit                                            | Application Fee  | Escrow*                           |
|                                                                   | \$500.00         | \$1,000 minimum                   |
| Design Review                                                     | Application Fee  |                                   |
|                                                                   | \$250.00         |                                   |
| Grading and Excavation: 0 sq. ft. to 9,999 sq. ft.                | Application Fee  |                                   |
|                                                                   | No Fee           |                                   |
| Grading and Excavation: 10,000 sq. ft. to 43,560 sq. ft.          | Application Fee  |                                   |
|                                                                   | \$400.00         |                                   |
| Grading and Excavation: 1 acre or above                           | Application Fee  | Escrow*                           |
|                                                                   | \$1,000.00       | \$1,000 minimum                   |
|                                                                   |                  | + MPCA Review                     |
| Home Occupation Interim Use Permit                                | Application Fee  | Escrow*                           |
|                                                                   | \$100.00         | \$250 minimum                     |
| Interim Use Permit                                                | Application Fee  | Escrow*                           |
|                                                                   | \$500.00         | \$1,000 minimum                   |
| Minor Subdivision - Lot Split / Combination / Lot line adjustment | Application Fee  | Escrow*                           |
|                                                                   | \$500.00         | \$500 minimum                     |
| New Construction/New Development Landscape Escrow                 |                  | Escrow*                           |
|                                                                   |                  | Commercial: \$5,000               |
|                                                                   |                  | Residential: \$2,500              |
| Park Dedication - Commercial, Industrial, Institutional           | Fee              |                                   |
|                                                                   | \$2,795 per acre |                                   |
| Park Dedication - Residential                                     | Fee              |                                   |
|                                                                   | \$900 per lot    |                                   |
| Planned Unit Development                                          | Application Fee  | Escrow*                           |
| Planned Unit Development - Sketch Plan                            | \$500.00         | \$2,500 minimum<br>+ \$25 per lot |
| Planned Unit Development - Preliminary                            | \$500.00         |                                   |
| Planned Unit Development - Final                                  | \$500.00         |                                   |
| Planned Unit Development - Amendment                              | Application Fee  | Escrow*                           |
|                                                                   | \$500.00         | \$1,000 minimum                   |
| Pre-Application Meeting for all Developments                      | Application Fee  |                                   |
| Initial Concept                                                   | No Fee           |                                   |
| Pre Application                                                   | No Fee           |                                   |
| All subsequent meetings before application submittal              | \$100.00         |                                   |

## PLANNING & ZONING FEES-CONTINUED

| Rain Gardens                                                      |                                | Application Fee | Escrow*                           |
|-------------------------------------------------------------------|--------------------------------|-----------------|-----------------------------------|
| Individual Projects - Commercial                                  |                                | \$100.00        | \$750                             |
|                                                                   |                                |                 |                                   |
| Individual Projects - Residential                                 | Less than 10 square feet       | \$-             |                                   |
|                                                                   | Greater than 10 square         | \$50.00         |                                   |
|                                                                   |                                |                 |                                   |
| Development Projects                                              | Commercial                     | \$200.00        | \$5,000                           |
|                                                                   | Residential                    | \$100.00        | \$2,500                           |
| Sign Permit                                                       |                                | Application Fee |                                   |
|                                                                   |                                | \$100.00        |                                   |
|                                                                   |                                | + \$0.25 per sf |                                   |
| Site Plan Review                                                  |                                | Application Fee | Escrow*                           |
|                                                                   |                                | \$500.00        | \$1,000 minimum                   |
| Special Commission Meeting (per Meeting)                          |                                | Application Fee |                                   |
|                                                                   |                                | \$200.00        |                                   |
| Street, Alley, Easement Vacation                                  |                                | Application Fee | Escrow*                           |
|                                                                   |                                | \$500.00        | \$500 minimum                     |
| Subdivision                                                       |                                | Application Fee | Escrow*                           |
|                                                                   | Subdivision - Sketch Plan      | \$500.00        | \$2,500 minimum<br>+ \$25 per lot |
|                                                                   | Subdivision - Preliminary Plat | \$500.00        |                                   |
|                                                                   | Subdivision - Final Plat       | \$500.00        |                                   |
| Tax Increment Financing Application                               |                                | Application Fee | Escrow*                           |
|                                                                   |                                | \$1,000.00      | \$5,000 minimum                   |
| Variance Request - Non-Residential                                |                                | Application Fee | Escrow*                           |
|                                                                   |                                | \$500.00        | \$1,000 minimum                   |
| Variance Request - Residential                                    |                                | Application Fee | Escrow*                           |
|                                                                   |                                | \$200.00        | \$500 minimum                     |
| Zoning Letter (historical data collection & analysis, site plan & |                                | Fee             |                                   |
|                                                                   |                                | \$100.00        |                                   |
| Zoning Text Amendment                                             |                                | Application Fee | Escrow*                           |
|                                                                   |                                | \$500.00        | \$1,000 minimum                   |
| Zoning Map Amendment (Rezoning)                                   |                                | Application Fee | Escrow*                           |
|                                                                   |                                | \$500.00        | \$1,000 minimum                   |

\*Bond equal to or greater than escrow amount is allowed in exchange for escrowed cash

## POLICE DEPARTMENT FEES

| Accident Report    |                                      |  | 2019                                           | Proposed 2020 |
|--------------------|--------------------------------------|--|------------------------------------------------|---------------|
|                    |                                      |  | State                                          | \$5.00        |
| Audio/Video CD/DVD |                                      |  | 2019                                           |               |
|                    |                                      |  |                                                | \$40.00       |
| 99.02              | False Alarm Fees (per calendar year) |  | 2019                                           |               |
|                    |                                      |  | 3rd False Alarm                                | \$250.00      |
|                    |                                      |  | 4th False Alarm and thereafter (per alarm)     | \$500.00      |
| Fingerprinting     |                                      |  | 2019                                           |               |
|                    |                                      |  | Non-Resident                                   | \$20.00       |
|                    |                                      |  | Resident                                       | \$-           |
|                    |                                      |  | 1st Card                                       | \$20.00       |
|                    |                                      |  | Additional Card                                | \$5.00        |
| Notary             |                                      |  | 2019                                           |               |
|                    |                                      |  | Non-City Related Business                      | \$5.00        |
|                    |                                      |  | City Related Business                          | \$-           |
| Photographs        |                                      |  | 2019                                           |               |
|                    |                                      |  | CD/DVD                                         | \$40.00       |
|                    |                                      |  | Single                                         | \$5.00        |
| Report Copies      |                                      |  | 2019                                           |               |
|                    |                                      |  | per page                                       | \$0.25        |
|                    |                                      |  | Certified Copies (in addition to per page fee) | \$5.00        |
| Transcription      |                                      |  | 2019                                           |               |
|                    |                                      |  | per hour                                       | \$50.00       |
| Research           |                                      |  | 2019                                           |               |
|                    |                                      |  | Clerical per hour                              | \$50.00       |
|                    |                                      |  | Clerical OT per hour                           | \$75.00       |
| Patrol Officer     |                                      |  | 2019                                           |               |
|                    |                                      |  | Regular per hour                               | Actual        |
|                    |                                      |  | OT per hour                                    | Actual        |
| Sergeant           |                                      |  | 2019                                           |               |
|                    |                                      |  | Regular per hour                               | Actual        |
|                    |                                      |  | OT per hour                                    | Actual        |
| Squad              |                                      |  | 2019                                           |               |
|                    |                                      |  | per hour                                       | \$50.00       |

## PUBLIC WORKS FEES

| Public Street Improvements                                                                             |                                                      | 2019                                       |         | Proposed 2020 |
|--------------------------------------------------------------------------------------------------------|------------------------------------------------------|--------------------------------------------|---------|---------------|
|                                                                                                        | Residential (Front Foot)                             | Full Reconstruction                        | \$64.00 |               |
|                                                                                                        |                                                      | Partial Reconstruction                     | \$49.00 |               |
|                                                                                                        |                                                      | Roadway Reclamation                        | \$35.00 |               |
|                                                                                                        | Mill and Overlay                                     |                                            | \$20.50 |               |
|                                                                                                        |                                                      |                                            |         |               |
|                                                                                                        | Commercial/Multi-Family/Other                        | Full Reconstruction                        | \$96.00 |               |
|                                                                                                        |                                                      | Partial Reconstruction                     | \$73.50 |               |
|                                                                                                        |                                                      | Roadway Reclamation                        | \$52.50 |               |
|                                                                                                        | Mill and Overlay                                     |                                            | \$30.75 |               |
| Note: 35% per foot will be charged for additional footage above the minimum zoning width for the area. |                                                      |                                            |         |               |
|                                                                                                        |                                                      |                                            |         |               |
| Dumpster Permit                                                                                        |                                                      | 2019                                       |         |               |
|                                                                                                        |                                                      | Per Day (3 day min)                        | \$20.00 |               |
|                                                                                                        | Technology Fee                                       |                                            | \$10.00 |               |
|                                                                                                        |                                                      |                                            |         |               |
| Right-of-Way Permit                                                                                    |                                                      | 2019                                       |         |               |
|                                                                                                        |                                                      | Minimum                                    | \$80.00 |               |
|                                                                                                        |                                                      | <b>Add the following where applicable:</b> |         |               |
|                                                                                                        |                                                      | Per Additional Excavation Paved Area       | \$40.00 |               |
|                                                                                                        |                                                      | Per Additional Excavation Unpaved Area     | \$20.00 |               |
|                                                                                                        | Underground Utility or Telecom \ Boring or Tunneling | Per LF                                     | \$0.50  |               |
|                                                                                                        | Underground Utility or Telecom \ Open Trench         | Per LF                                     | \$0.65  |               |
|                                                                                                        | Overhead Utility \ Telecom                           | Per LF                                     | \$0.10  |               |
|                                                                                                        |                                                      | <b>Add the following to all permits:</b>   |         |               |
|                                                                                                        |                                                      | Technology Fee                             | \$10.00 |               |



## PUBLIC WORKS FEES-CONTINUED

| Meter Charges               |                                                             |                    | 2019     | Proposed 2020 |
|-----------------------------|-------------------------------------------------------------|--------------------|----------|---------------|
|                             | New Residential Construction (collected on Plumbing permit) |                    | \$130.00 |               |
|                             | Replace Frost Damaged Water Meter                           |                    | \$130.00 |               |
|                             | Residential Water Turn Off                                  |                    | \$60.00  |               |
|                             | Residential Water Turn On                                   |                    | \$60.00  |               |
| Hydrant Meter Rental        |                                                             |                    | 2019     |               |
|                             | Hydrant Meter Deposit (1" or smaller)                       |                    | \$50.00  |               |
|                             | Hydrant Meter Deposit (2 1/2")                              |                    | \$300.00 |               |
|                             | First 10,000 gallons                                        |                    | \$50.00  |               |
|                             | Per 1,000 gallons there after                               |                    | \$5.00   |               |
| RPZ Filing Fee              |                                                             |                    | 2019     |               |
|                             |                                                             |                    | \$25.00  |               |
| Waive/Decline Radio Meter   |                                                             |                    | 2019     |               |
|                             | Monthly                                                     |                    | \$150.00 |               |
| Utility Late Payment Charge |                                                             |                    | 2019     |               |
|                             |                                                             | 10% of balance due |          |               |
|                             |                                                             | Minimum            | \$10.00  |               |

## ELECTRIC RATES

| E1 Residential Electric Service                     |                           | 2019     | Proposed 2020 |
|-----------------------------------------------------|---------------------------|----------|---------------|
| Overhead                                            | Monthly Service Charge    | \$9.25   | \$9.25        |
| Consumption Charges (per kWh)                       | October - May             | \$0.1079 | \$0.1085      |
| Consumption Charges (per kWh)                       | June - September          | \$0.1182 | \$0.1188      |
| E6 Residential Electric Service                     |                           |          |               |
| Underground                                         | Monthly Service Charge    | \$11.25  | \$11.25       |
| Consumption Charges (per kWh)                       | October - May             | \$0.1079 | \$0.1085      |
| Consumption Charges (per kWh)                       | June - September          | \$0.1182 | \$0.1188      |
| E3 Small Commercial Service                         |                           |          |               |
|                                                     | Monthly Service Charge    | \$11.25  | \$11.25       |
| Consumption Charges (per kWh)                       | October - May             | \$0.1058 | \$0.1064      |
| Consumption Charges (per kWh)                       | June - September          | \$0.1175 | \$0.1181      |
| E4 Commercial Service                               |                           |          |               |
|                                                     | Monthly Service Charge    | \$25.50  | \$25.50       |
| Consumption Charges (per kWh)                       |                           | \$0.0672 | \$0.0679      |
| E5 Demand Charge (Related to E4 Service)            |                           |          |               |
| Consumption Charges (per KW)                        | October - May             | \$8.85   | \$8.94        |
| Consumption Charges (per KW)                        | June - September          | \$11.81  | \$12.41       |
| Large Commercial Service                            |                           |          |               |
|                                                     | Monthly Service Charge    | \$25.50  | \$25.50       |
| Consumption Charges (per kWh)                       |                           | \$0.0667 | \$0.0674      |
| Demand Charge (Related to Large Commercial Service) |                           |          |               |
| Consumption Charges (per KW)                        | October - May             | \$8.85   | \$8.94        |
| Consumption Charges (per KW)                        | June - September          | \$11.81  | \$12.41       |
| Time of Day Service                                 |                           |          |               |
|                                                     | Monthly Service Charge    | \$28.50  | \$28.50       |
| Consumption Charges (per kWh)                       | On Peak                   | \$0.0742 | \$0.0750      |
| Consumption Charges (per kWh)                       | Off Peak                  | \$0.0466 | \$0.0471      |
| Consumption Charges (per kWh)                       | Weekend                   | \$0.0557 | \$0.0563      |
| North St. Paul Street Lighting                      | Per Month                 | \$1.3000 | \$1.3000      |
| North St. Paul Franchise Fee (per kWh)              | Per Month                 |          |               |
| Residential                                         |                           |          | \$5.00        |
| Small Commercial                                    |                           |          | \$15.00       |
| Commercial                                          |                           |          | \$80.00       |
| Large Commercial                                    |                           |          | \$300.00      |
| Clean Energy Choice for Residential                 |                           |          |               |
| 50% Renewal                                         | Additional per Month      | \$1.00   | \$1.00        |
| 75% Renewal                                         | Additional per Month      | \$2.00   | \$2.00        |
| 100% Renewal                                        | Additional per Month      | \$3.00   | \$3.00        |
| Clean Energy Choice for Commercial                  | Additional charge per kWh | \$0.001  | \$0.0010      |

## ELECTRIC RATES

| Residential Solar Credit (per kWh) |                  |          | Proposed 2020 |
|------------------------------------|------------------|----------|---------------|
| Consumption Credit (per kWh)       | October - May    | \$0.1079 | \$0.1085      |
| Consumption Credit (per kWh)       | June - September | \$0.1182 | \$0.1188      |

## GARBAGE RATES

| 35 GALLON                                             | 35 GALLON                                        | 65 GALLON | 95 GALLON | 160 GALLON –<br>TWO CARTS |
|-------------------------------------------------------|--------------------------------------------------|-----------|-----------|---------------------------|
| Garbage                                               | \$7.70                                           | \$11.07   | \$13.59   | \$24.66                   |
| Solid Waste Management Tax<br>(SWM) 9.75%             | \$0.75                                           | \$1.08    | \$1.33    | \$2.40                    |
| County Environmental Charge<br>(CEC 28%)              | \$2.16                                           | \$3.10    | \$3.81    | \$6.90                    |
| Recycling Rates - No Tax or CEC                       | \$7.50                                           | \$7.50    | \$7.50    | \$7.50                    |
| Total                                                 | \$18.11                                          | \$22.75   | \$26.23   | \$41.46                   |
| Yard Waste Disposal Rates (optional)<br>No Tax or CEC | \$7.00 Monthly or<br>On-Call Bag Serv.<br>\$2.00 |           |           |                           |
|                                                       |                                                  |           |           |                           |

- No rate increase in 2020



## SURFACE WATER RATES

|                                                       |                       | 2019     | Proposed 2020 |
|-------------------------------------------------------|-----------------------|----------|---------------|
| Single Family Residential, Townhome, and Double Homes |                       |          |               |
| One Residential Equivalency Factor (REF)              |                       | \$ 10.56 | \$10.88       |
| Commercial, Multi-Family and Public                   |                       |          |               |
| Percent Impervious                                    | Multiplied by One REF | \$ 10.56 | \$10.88       |
| Based on Ramsey County GIS parcel data                |                       |          |               |
| Raingarden Incentive Discount                         |                       | 35%      | 35%           |
| Open Space                                            |                       | Exempt   | Exempt        |
| Streets and Lakes                                     |                       | Exempt   | Exempt        |
| Undeveloped                                           |                       | Exempt   | Exempt        |

## WASTE WATER RATES

| North St. Paul Waste Water Service - per 1,000 Gallons |                         | 2019                | Proposed 2020 |
|--------------------------------------------------------|-------------------------|---------------------|---------------|
| 5/8" to 1" Water Service                               | Monthly Service Charge  | \$32.69             | \$34.82       |
| Consumption Charges (Per 1,000 Gallon)*                | 0 to 7,000 Gallons      | \$3.14              | \$3.35        |
|                                                        | 7,001 to 20,000 Gallons | \$3.55              | \$3.79        |
|                                                        | 20,001 Gallons or More  | \$3.97              | \$4.23        |
| North St. Paul Waste Water Service - per 1,000 Gallons |                         | 2019                |               |
| 1 1/2" or Larger Water Service                         | Monthly Service Charge  | \$65.33             | \$69.58       |
| Consumption Charges (Per 1,000 Gallon)*                | 0 to 7,000 Gallons      | \$3.14              | \$3.35        |
|                                                        | 7,001 to 20,000 Gallons | \$3.55              | \$3.79        |
|                                                        | 20,001 Gallons or More  | \$3.97              | \$4.23        |
| North St. Paul Waste Water Service - per Gallon        |                         | 2019                |               |
| 5/8" to 1" Water Service                               | Monthly Service Charge  | \$32.69             | \$34.82       |
| Consumption Charges (Per Gallon)*                      | 0 to 7,000 Gallons      | \$0.00314           | \$0.00335     |
|                                                        | 7,001 to 20,000 Gallons | \$0.00355           | \$0.00379     |
|                                                        | 20,001 Gallons or More  | \$0.00397           | \$0.00423     |
| North St. Paul Waste Water Service - per Gallon        |                         | 2019                |               |
| 1 1/2" or Larger Water Service                         | Monthly Service Charge  | \$65.33             | \$69.58       |
| Consumption Charges (Per Gallon)*                      | 0 to 7,000 Gallons      | \$0.00314           | \$0.00335     |
|                                                        | 7,001 to 20,000 Gallons | \$0.00355           | \$0.00379     |
|                                                        | 20,001 Gallons or More  | \$0.00397           | \$0.00423     |
| North St. Paul Waste Water Service-Flat Sewer**        |                         | 2019                |               |
| Monthly Connection Charge                              |                         | \$48.39             | \$51.54       |
|                                                        |                         |                     |               |
| Maplewood Waste Water Service                          |                         |                     |               |
|                                                        | Monthly Service Charge  | Set by<br>Maplewood |               |
| Consumption Charges (Per Gallon)*                      |                         |                     |               |
| Consumption Charges (Per 1,000 Gallons)*               |                         |                     |               |

## WATER RATES

| North St. Paul Water Service-Per 1,000 Gallons                           |                           | 2019      | Proposed 2020 |
|--------------------------------------------------------------------------|---------------------------|-----------|---------------|
| 5/8" to 1" Water Service                                                 | Monthly Service Charge    | \$11.57   | \$11.92       |
| Consumption Charges (Per Gallon)                                         | 0 to 7,000 Gallons        | \$3.38    | \$3.49        |
|                                                                          | 7,001 to 20,000 Gallons   | \$4.43    | \$4.57        |
|                                                                          | 20,001 Gallons or More    | \$6.44    | \$6.64        |
| North St. Paul Water Service-Per 1000 Gallons                            |                           | 2019      |               |
| 1 1/2" Meter or Larger                                                   | Monthly Service Charge    | \$22.91   | \$23.60       |
| Consumption Charges (Per Gallon)                                         | 0 to 50,000 Gallons       | \$3.35    | \$3.46        |
|                                                                          | 50,001 to 150,000 Gallons | \$4.39    | \$4.53        |
|                                                                          | 150,001 Gallons or More   | \$6.38    | \$6.58        |
| Maplewood Water Service-Per 1000 Gallons                                 |                           | 2019      |               |
| 5/8" to 1" Water Service                                                 | Monthly Service Charge    | \$11.72   | \$12.08       |
| Consumption Charges (Per Gallon)                                         | 0 to 7,000 Gallons        | \$3.38    | \$3.49        |
|                                                                          | 7,001 to 20,000 Gallons   | \$4.43    | \$4.57        |
|                                                                          | 20,001 Gallons or More    | \$6.44    | \$6.64        |
| (Includes 15 cent charge for Fire Hydrant Rental)                        |                           |           |               |
|                                                                          |                           |           |               |
| *Water consumption consumed by commercial users is subject to sales tax. |                           |           |               |
|                                                                          |                           |           |               |
|                                                                          |                           |           |               |
| North St. Paul Water Service-Per Gallon                                  |                           | 2019      |               |
| 5/8" to 1" Water Service                                                 | Monthly Service Charge    | \$11.57   | \$11.92       |
| Consumption Charges (Per Gallon)                                         | 0 to 7,000 Gallons        | \$0.00338 | \$0.00349     |
|                                                                          | 7,001 to 20,000 Gallons   | \$0.00443 | \$0.00457     |
|                                                                          | 20,001 Gallons or More    | \$0.00644 | \$0.00664     |
| North St. Paul Water Service-Per Gallon                                  |                           | 2019      |               |
| 1 1/2" Meter or Larger                                                   | Monthly Service Charge    | \$22.91   | \$23.60       |
| Consumption Charges (Per Gallon)                                         | 0 to 50,000 Gallons       | \$0.00335 | \$0.00346     |
|                                                                          | 50,001 to 150,000 Gallons | \$0.00439 | \$0.00453     |
|                                                                          | 150,001 Gallons or More   | \$0.00638 | \$0.00658     |
| Maplewood Water Service-Per Gallon                                       |                           | 2019      |               |
| 5/8" to 1" Water Service                                                 | Monthly Service Charge    | \$11.72   | \$12.08       |
| Consumption Charges (Per Gallon)                                         | 0 to 7,000 Gallons        | \$0.00338 | \$0.00349     |
|                                                                          | 7,001 to 20,000 Gallons   | \$0.00443 | \$0.00457     |
|                                                                          | 20,001 Gallons or More    | \$0.00644 | \$0.00664     |
| (Includes 15 cent charge for Fire Hydrant Rental)                        |                           |           |               |
|                                                                          |                           |           |               |
| *Water consumption consumed by commercial users is subject to sales tax. |                           |           |               |

57.04 Sewer & Water Rules, Regulations, Prices and Terms - Charges for service shall be a continuing lien until paid upon property served.

**FOR REVIEW – NOT READY  
FOR ADOPTION**

**CITY OF NORTH ST. PAUL**

**ORDINANCE NO. 787**

**AN ORDINANCE ADOPTING  
THE 2020 MUNICIPAL FEE SCHEDULE  
AND UTILITY RATES**

**SECTION I. Establishment.** The City Council shall establish a fee and rate schedule for the various permits, licenses and services provided by the City of North St. Paul. Said schedule shall be reviewed by the City Manager from time to time to assure its appropriateness. In doing so, the City Manager shall consider the cost of labor and materials in providing the license, permit or service and any other factors deemed appropriate. It shall be the intent to recover all costs when establishing the fee and rate.

**SECTION II. Schedule.** Fees and charges for services for license, permits, applications and utilities shall be located in City Hall, and may be amended from time to time.

**SECTION III. Effect.** The schedule shall become effective upon the approval of the City Council. The City Clerk is hereby directed to publish this ordinance as required by law.

**ADOPTED** this xxx day of xxx, 2019.

Motion by Council Member

Second by Council Member

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

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Terrence J. Furlong, Mayor

Attest:

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Scott A. Duddeck, City Manager/Clerk

Publish Star Tribune: XXX