# CITY OF NORTH ST. PAUL
# CITY COUNCIL
# REGULAR MEETING AGENDA
# JANUARY 19, 2021
# 6:30 PM

The City of North St. Paul is moving all of its public meetings online effective August 4, 2020. The move to online meeting access via Zoom ensures compliance with the Governor's Emergency Executive Order and face covering mandate while providing our City Council members, staff and residents with safe and comfortable access to public meetings. Access information and links to meetings are available at northstpaul.org. This change to online meeting access will remain in effect until further notice. (Stat. 13D.02 subd. 4)

The **January 19, 2021 Zoom meeting can be accessed HERE or via:**
https://us02web.zoom.us/j/82140972224?pwd=dDdmRytwVS9IeFBvV3lQOUFnOGtYQT09
**(from a PC, Mac, tablet, iPhone or Android device)**
**Meeting ID: 821 4097 2224**
**Password: 362656 or by phone at 1-929-205-6099, meeting ID 821 4097 2224, password 362656.**

The City Council Zoom meeting will be 'open to the public' to listen in, but will be muted from contributing at all times with the exception of a Public Hearing and open to the public forum.

**Please join the meeting early to test your audio and video settings. If you join via a device and your audio is not working, you may need to use the dial-in phone number option in order to be heard.**

## I. CALL TO ORDER

## II. PLEDGE OF ALLEGIANCE

## III. ROLL CALL

Council Member Thorsen
Council Member Petersen
Council Member Cole
Council Member Wong
Mayor Furlong

## IV. ADOPT AGENDA

## V. PRESENTATIONS

## VI. CONSENT AGENDA

A. January 5, 2021 regular meeting minutes.
B. General accounts payable: $4,710,256.45.
C. HRA accounts payable: $107.39.
D. 2020 Street and Utility Improvement Project - Pay Voucher #9
E. CSAH 68 (McKnight Road) Intersection Improvements Project – Pay Voucher #7

**VII. MEETING OPEN TO THE PUBLIC**

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

**VIII. PUBLIC HEARINGS**

A. Body Worn Cameras

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

A. Body Worn Cameras
B. Anchor View LLC - Third Amendment to Contract for Private Development
C. Approval of Collateral Assignment and Subordination of Contract for Private Development
D. 2021 Committee Appointments
E. Gambling Permit – Richardson Elementary PTA

**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**

*****HRA meeting immediately following regular meeting.**

**The next regularly scheduled City Council meeting is Tuesday, February 2, 2021 at 6:30 p.m.**

**City of North Saint Paul**
**January 5, 2021**
**Proposed Regular City Council Meeting Minutes**

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

## I. CALL TO ORDER

Mayor Furlong called the meeting to order at 6:30 p.m. The meeting was conducted via Zoom and also at City Hall.

## II. OATH OF OFFICE FOR NEWLY ELECTED OFFICIALS

Mayor Furlong administered to Oath of Office to new Council Members Tim Cole and Lisa Wong.

## III. THE PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

## IV. ROLL CALL

Present: Council Member Thorsen
Council Member Petersen
Council Member Cole
Council Member Wong
Mayor Furlong

Staff: City Manager Scott Duddeck, Finance Director Jason Zimmerman, City Attorney Soren Mattick, Deputy Clerk Jennie Kloos.

## V. ADOPT AGENDA

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

## VI. PRESENTATIONS

Dan Fisher – Legacy Award

Mayor Furlong introduced Dan Fisher, and invited him to join him at the dais. He stated Mr. Fisher has served as a Co-Chair of the Veterans Park Committee, with primary responsibility for design, planning and development of the park project. He added Mr. Fisher has worked tirelessly to build a unique memorial for local veterans and military service men and women. He noted this was a team effort, but Mr. Fisher provided strong leadership, and the City of North St. Paul is grateful for his contributions and dedication to this project. He presented the Legacy Award to Mr. Fisher.

Mr. Fisher thanked Mayor Furlong and the City Council for the award and accepted it on behalf of the Committee team. He stated it has been an honor to accomplish the memorial in honor of men and women of the U.S. Armed Forces for their service and sacrifice. He thanked Mayor Furlong, who served as the Committee's City Council Liaison. He thanked his wife, Gerri, for her support.

## VII. CONSENT AGENDA

***On motion by Council Member Thorsen, seconded by Council Member Wong, with all present voting aye (5-0), motion carried to approve the consent agenda, Resolution No. 2021-001 consisting of:***

A. December 15, 2020 workshop meeting minutes.
B. December 15, 2020 regular meeting minutes.
C. General accounts payable: $799,393.32.
D. HRA accounts payable: $5,158.50.

## VIII. MEETING OPEN TO PUBLIC

***John Schmahl*** stated he lives on Chisholm Avenue, which was not plowed after a recent snowfall, but Radatz Avenue was plowed. He added he called Ron Ritchie (Public Works Supervisor), who indicated citizens do not like it when the roads are plowed too often.

Mr. Schmahl stated the next day he was driving downtown and was unable to stop at the Margaret Street intersection, as the road was so icy. He added he called Mr. Ritchie, who indicated Public Works is aware of the icy condition of the intersection and had plans to address it. He noted Mr. Ritchie indicated that the City Manager will not allow salt to be put down on the new concrete. He expressed frustration that the condition of new concrete is more important than driver safety.

Mr. Schmahl asked whether Public Works are instructed not to plow the road all the way down to the pavement.

Mayor Furlong thanked Mr. Schmahl for his comments.

Mr. Duddeck stated City Staff have discussed concerns about snow removal in the downtown area. He added Public Works will not be spreading salt on the new concrete pavement, which was recently poured as part of a $1 million project. He noted sand is being used, and other options are being reviewed.

Mr. Duddeck stated the City of North St. Paul does not plow unless there is 2 or more inches of snow. He added communities are starting to expect streets that are completely clear of snow throughout the winter. He stressed the importance of balancing safety with environmental sustainability efforts. He noted Watershed District best practices requires a reduction in the amount of salt that is entering the City's wetlands must be reduced.

Mr. Duddeck stated the City's Public Works Department takes pride in doing a great job of snow removal and has done so for years. He added that will not change.

## IX. PUBLIC HEARINGS

There were no scheduled hearings.

## X. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. Joint Powers Agreement – Metro I-NET

Mr. Duddeck reviewed a proposed Joint Powers Agreement with Metro I-Net for IT support staff services currently maintained by the City of Roseville. Metro I-Net provides IT services to 43 neighboring cities and municipalities. The existing organization, with IT staff employed by the City of Roseville, has been in place for 20 years. The group has expressed concern that the organization should be a jointly run infrastructure with a governing Board, rather than under the aegis of one City. The existing infrastructure that has been built over the years is unreplaceable in the public sector.

Mr. Duddeck stated the Agreement has been reviewed by City Attorney Soren Mattick and other cities' attorneys. He added City Staff recommends approval of the JPA with Metro I-Net Group. He noted, if approved, a governing Board would be formed within the new JPA with Board members from member cities.

Council Member Petersen asked whether costs and services will remain the same. Mr. Duddeck stated there will be no change in cost now, but there would be a cost increase in 2022. He added that would be a decision for the governing Board, based on use of the system.

Council Member Thorsen asked how member cities would be represented. Mr. Duddeck stated the governing Board would be selected from the 43 member cities and would meet regularly to conduct business.

Council Member Thorsen asked how much of a say North St. Paul will have in the governing Board's decisions. He added cities with higher population and more usage may have more voting power.

Council Member Thorsen asked whether there will be a City Council Liaison or other representative of North St. Paul on the governing Board. Mr. Duddeck stated representation will be at a staff level, and the governing Board will have approximately 9 elected Board officials making final determinations.

Council Member Thorsen asked whether meetings would fall under Open Meeting Laws. Mr. Duddeck confirmed this.

Council Member Thorsen asked whether there will be a contractual obligation. Mr. Duddeck stated costs will be shared and distributed over all members.

Council Member Thorsen stated some larger cities may want to expand and may require additional services that would not be a benefit to North St. Paul. He added it sounds like the City would be able to review such issues. Mr. Duddeck confirmed this.

Council Member Thorsen asked the group could grow past the current 43 municipalities. Mr. Duddeck stated that is a possibility, as the organization has grown in recent years, enhanced by fiber optic internet connectivity.

Mayor Furlong asked whether larger cities have more voting capacity. Mr. Duddeck stated votes are weighted based on utilization of the network, and cost is distributed based on use.

Mayor Furlong asked whether the agreement has been vetted by the City Attorney. Mr. Duddeck confirmed this.

Mr. Mattick stated his office has reviewed the agreement and incorporated their comments. He added the representation and cost sharing are in line with what is normal in the broadest sense.

Mr. Duddeck stated he intends to be very involved in the organization and he has always attended all meetings related to Metro I-Net. He added he hopes to be able to be a member of the governing Board.

***On motion by Council Member Thorsen, seconded by Council Member Petersen, with all present voting aye (5-0), motion carried to adopt Resolution No. 2021-002 approving Joint Powers Agreement for the establishment of the Northeast Metropolitan Area Municipal Internet Working Collaborative, to be known as Metro-INET.***

B. 2021 Council Appointments

Mr. Duddeck reviewed the 2021 City Council appointments to Committees and Commissions. He added citizen appointments to Commissions will be reviewed at the January 19, 2021 City Council meeting.

Mayor Furlong – City Council representative to the Economic Development Authority (EDA); Chair of Housing and Redevelopment Authority (HRA)

Council Member Thorsen – City Council representative to the EDA, HRA and North St. Paul Business Association

Council Member Petersen – City Council representative to the HRA, Metro Cities, and Ramsey County League of Local Government; Acting Mayor

Council Member Cole – City Council representative to Parks & Recreation Commission, Silver Lake Improvement Association, HRA, Ramsey Washington Metro Watershed District Board, and Silver Lake Improvement Association's Technical Advisory Committee

Council Member Wong – City Council representative to the Planning Commission and HRA

***On motion by Council Member Thorsen, seconded by Council Member Wong, with all present voting aye (5-0), motion carried to adopt Resolution No. 2021-003 approving 2021 Council Appointments.***

Council Member Thorsen stated a City Council member is typically assigned as Liaison to each of the Commissions, but there is currently no Environmental Advisory Commission or Design and Historical Review Board.

Mr. Duddeck stated those Commissions were put on hiatus last year and will continue in that status. He added the City Council can decide whether to leave them in that status or formally disband them.

Council Member Thorsen stated the Environmental Advisory Commission has not met since December 2017, and the Design Commission held one meeting in August 2020 and one meeting in 2019. He added he understands the roles have changed, but, in his opinion, the commissions should not be kept on hiatus indefinitely. Mayor Furlong agreed, stating this would be a good topic for a Council workshop.

C. <u>2021 Annual Resolutions</u>

Finance Director Jason Zimmerman reviewed proposed Resolutions related to the City's Investment Committee and recommended depository banks. He stated Premier Bank is the City's main bank for checking and savings accounts, with investments held at other institutions including U.S. Bank. He added City Staff recommends City Council approval of these Resolutions.

Mr. Duddeck stated the Investment Committee is comprised of Mr. Zimmerman, Mayor Furlong, Council Member Thorsen, and himself. He added City Staff requests City Council approval for these Resolutions.

<u>Investment Committee</u>

***On motion by Council Member Petersen, seconded by Council Member Cole, with all present voting aye (5-0), motion carried to adopt Resolution No. 2021-004 appointing the Investment Committee for 2021.***

<u>Depository Bank for City Funds and Securities</u>

***On motion by Council Member Cole, seconded by Council Member Thorsen, with Council Members Petersen, Thorsen, Cole and Wong voting aye (Mayor Furlong abstained), motion carried to adopt Resolution No. 2021-005 designating official and supplemental depositories for investment purposes.***

<u>City Attorney Retainer</u>

***On motion by Council Member Petersen, seconded by Council Member Thorsen, with all present voting aye (5-0), motion carried to adopt Resolution No. 2021-006 designating Campbell Knutson as the City Attorney for 2021, with primary contract as Soren Mattick.***

<u>Legal Newspaper for Publications</u>

Mayor Furlong requested the following correction within the Resolution:
-replace "2019" with "2020"

Council Member Thorsen asked whether the Minneapolis *Star Tribune* was chosen rather than the *Pioneer Press*, and whether it was due to circulation and costs. Mr. Duddeck confirmed the *Star Tribune's* circulation exceeds the Pioneer Press.

Council Member Thorsen asked whether there has been any resident feedback about the use of the Minneapolis paper, and whether any local newspapers were considered, to get more local coverage. He added notices can be done online, as web-based formation is used more than published newspapers. Mr. Duddeck agreed, stating the City has its own publication and website, as well as direct mailings, but the official newspaper is for legal publication and notices.

Mr. Mattick stated the law has certain requirements for circulation, and although there was some discussion about using the Pioneer Press since it is the St. Paul paper, it was decided that the Star Tribune was the better choice in terms of circulation and price differential. He added, from his perspective, publications are not the most effective form of communication, but the law still requires that notice is published. He noted other local newspapers could be reviewed to determine whether they would be suitable for covering North St. Paul notices.

Council Member Thorsen stated it is an archaic legal requirement that the legislature might want to address at some point. He added most cities use their own websites for notification. He noted the City Council may want to revisit this issue at an upcoming workshop.

***On motion by Council Member Cole, seconded by Council Member Wong, with all present voting aye (5-0), motion carried to Resolution No. 2021-007 approving Minneapolis Star Tribune as the Official Newspaper for 2021.***

## XI. REPORTS OF CITY MANAGER AND DEPARTMENTS

Mr. Duddeck reviewed ongoing development at the Anchor North site, including the storage facility construction, as well as closing on the Kwik Trip property, on which construction will begin in early spring 2021. The close date for Anchor View Apartments was extended to the end of January 2021 due to issues related to financing and appraisals.

Mr. Duddeck stated development at the old City Hall site is taking shape, as work continues on groundwork, plumbing, and preparation of the lower-level parking garage floor. He added the contractor will begin framing the structure on January 11, 2021, which will take approximately 11 weeks.

Mr. Duddeck stated the downtown area traffic signal components will be delivered on January 11, 2021, and installation will be completed by Collins Electric.

Mr. Duddeck stressed the importance of promoting and supporting the downtown area businesses with so many contractors coming into town.

Mr. Duddeck requested City Council consideration of a discussion related to addressing parking needs in the downtown area. He added parking restrictions have been relaxed due to construction, as many cars are parked on the street regularly throughout the night which causes problems related to snow removal and street cleaning.

Mayor Furlong stated the City Council can give it some thought and review this issue at an upcoming workshop.

Mr. Duddeck stated work has been progressing on the townhome development on 7th Street, that has been progressing. He added the developer plans to submit building permit applications for construction on the first twin home to begin in late January or early February 2021.

## XII. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

Council Member Thorsen stated the Business Association's monthly meeting is held every second Tuesday at 11:30 a.m. at the American Legion. He added meetings have been postponed due to the coronavirus.

Council Member Thorsen stated the Economic Development Authority is scheduled to meet January 12, 2021 at 3:00 p.m. via Zoom.

Councilmember Petersen stated the League of Minnesota Cities held its annual year-end meeting and presented plaques to retiring members. She added there will be no increase in League fees due to the coronavirus.

Council Member Petersen urged the new Council Members to attend the League's 6-week virtual workshop program. Mayor Furlong stated they are already registered. Council Member Petersen stated it is very informative. She added she will be an instructor for the upcoming workshop.

Council Member Cole stated he looks forward to all his liaison appointments and working with all the groups. He added he is excited to retain his connection with the Parks & Recreation Commission after 4 or 5 years of working with them. He noted the Parks & Recreation Commission's next meeting will be January 27, 2021 at 6:30 p.m. via Zoom, and hopefully the Commission will be able to have socially distanced meetings in the parks again soon.

Council Member Wong stated she looks forward to working with the Planning Commission, especially with all the changes going on in North St. Paul. She added the Planning Commission's January 6, 2021 meeting has been cancelled and will be rescheduled. She noted she looks forward to working with the two new Planning Commissioners that have been appointed.

## XIII. GENERAL BUSINESS

Council Member Thorsen asked whether Mr. Duddeck knows how much the City spends on publication of notices in the local paper. Mr. Duddeck stated he does not have that information, but he assumes it would be less than $5,000.

Council Member Thorsen stated the City's legislative representatives could be contacted about bringing up this issue in the next legislative session, to try to eliminate the publication notice requirement. Mr. Duddeck agreed the legislators could be contacted regarding this issue.

Council Member Thorsen, with regard to comments made earlier regarding snow plowing, encouraged residents to have patience and understanding, as Public Works staff are out there doing their best in what is not an easy job. He added Public Works ride-alongs could be considered for residents so they can see first-hand the hard work of the City's Public Works employees. He stressed the importance of beginning the new year with positivity.

Council Member Petersen stated she appreciated receiving the crime statistics report from Chief Robb. She added she hopes the City Council can receive the report on a regular basis.

Council Member Petersen stated she recently learned that City Planner Erin Perdu has taken a new job and will no longer be working for WSB. She wished Ms. Perdu good luck and best wishes.

Council Member Petersen thanked Cal's Pizza Factory for their recent collection of 648 pounds of food and $258 to be donated to the local food shelf.

Council Member Petersen welcomed the new Council Members.

Council Member Cole stated he is grateful for the opportunity to serve the City of North St. Paul as a new Council Member.

Council Member Wong stated she echoes Council Member Cole's comments. She added it is a privilege to join the City Council. She noted she looks forward to working with the City Council for the next four years on behalf of the City and the community.

Mayor Furlong welcomed the new City Council Members. He added 2020 was a difficult year, and it is hoped that 2021 will be a much better year for all of us.

Council Member Thorsen welcomed and congratulated the new Council Members. He added he looks forward to working with them.

## XIV. CLOSED SESSION

There was no closed session.

## XV. ADJOURNMENT

***There being no further business, on motion by Council Member Cole, Seconded by Council Member Wong, with all present voting aye (5-0), Mayor Furlong adjourned the meeting at 8:03 p.m.***

__________________________________
Terrence J. Furlong, Mayor

Attest: _____________________________________
Scott A. Duddeck, City Manager

NORTH ST.PAUL
*extraordinary.*

# MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: January 19, 2021
SUBJECT: Recommendation of approval of GENERAL claims list.

| Claim Date | | | | |
|---|---|---|---|---|
| 1/7/2021 | Payroll Register DD Boerschinger Final | | | $1,408.38 |
| 1/7/2021 | Payroll Direct Payables Boerschinger Final | | | $510.77 |
| 1/15/2021 | Payroll Register DD | | | $113,508.22 |
| 1/15/2021 | Payroll Direct Payables | | | $99,388.80 |
| 1/14/2021 | A/P Payroll Direct Payables | 137583 | | $680.72 |
| | | Payroll Subtotal | | $215,496.89 |
| 1/20/2021 | Utility Refund Checks | 137662-137680 | $ | 1,741.30 |
| 1/20/2021 | A/P Checks | 137584-137660 | | 641,344.39 |
| 1/20/2021 | Drafts | 000953-000957 | $ | 3,851,673.87 |
| | | AP Subtotal | $ | 4,494,759.56 |
| | | Grand Total | $ | 4,710,256.45 |

Approved this 19th day of Jacuary 2021

/s/ Terrence J. Furlong, Mayor by Consent Resolution
/s/ Scott A. Duddeck, City Manager/Clerk by Consent Resolution

*** REGISTER TOTALS ***

| | | |
|---|---|---|
| REGULAR CHECKS: | | |
| DIRECT DEPOSIT REGULAR CHECKS: | 1 | 1,408.38 |
| MANUAL CHECKS: | | |
| PRINTED MANUAL CHECKS: | | |
| DIRECT DEPOSIT MANUAL CHECKS: | | |
| VOIDED CHECKS: | | |
| NON CHECKS: | | |
| | | -------------- |
| TOTAL CHECKS: | 1 | 1,408.38 |

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 04735 BOERSCHINGER FINAL - 9

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

BANK: AP PREMIER BANK

| VENDOR | I.D. | NAME | ITEM TYPE | PAID DATE | DISCOUNT | AMOUNT | ITEM NO# | ITEM AMOUNT |
|---|---|---|---|---|---|---|---|---|
| E05000 | | EFTPS | | | | | | |
| | I-T1 202101076520 | FEDERAL WITHHOLDING | D | 1/07/2021 | | 167.32 | 000945 | |
| | I-T3 202101076520 | FICA TAXES | D | 1/07/2021 | | 221.06 | 000945 | |
| | I-T4 202101076520 | MEDICARE TAXES | D | 1/07/2021 | | 51.70 | 000945 | 440.08 |
| M12900 | | MNEFTS | | | | | | |
| | I-T2 202101076520 | MN Income Tax WH | D | 1/07/2021 | | 70.69 | 000946 | 70.69 |

| * * B A N K T O T A L S * * | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---|---|---|---|---|
| REGULAR CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| HANDWRITTEN CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| PRE-WRITE CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 2 | 0.00 | 510.77 | 510.77 |
| VOID CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| CORRECTIONS: | 0 | 0.00 | 0.00 | 0.00 |
| BANK TOTALS: | 2 | 0.00 | 510.77 | 510.77 |

*** REGISTER TOTALS ***

| | | |
|---|---|---|
| REGULAR CHECKS: | | |
| DIRECT DEPOSIT REGULAR CHECKS: | 63 | 113,508.22 |
| MANUAL CHECKS: | | |
| PRINTED MANUAL CHECKS: | | |
| DIRECT DEPOSIT MANUAL CHECKS: | | |
| VOIDED CHECKS: | | |
| NON CHECKS: | | |
| | | -------------- |
| TOTAL CHECKS: | 63 | 113,508.22 |

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 04739 1/15/21 PAYROLL - 9

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

BANK: AP PREMIER BANK

| VENDOR | I.D. | NAME | ITEM TYPE | PAID DATE | DISCOUNT | AMOUNT | ITEM NO# | ITEM AMOUNT |
|---|---|---|---|---|---|---|---|---|
| E05000 | | EFTPS | | | | | | |
| | I-T1 202101146567 | FEDERAL WITHHOLDING | D | 1/15/2021 | | 16,320.22 | 000947 | |
| | I-T3 202101146567 | FICA TAXES | D | 1/15/2021 | | 14,007.74 | 000947 | |
| | I-T4 202101146567 | MEDICARE TAXES | D | 1/15/2021 | | 5,175.04 | 000947 | 35,503.00 |
| H08033 | | H S A BANK | | | | | | |
| | I-444202101146567 | HSA ACCOUNT | D | 1/15/2021 | | 6,117.00 | 000948 | 6,117.00 |
| I09137 | | I C M A DISTRIBUTION CENTER | | | | | | |
| | I-2 202101146567 | EMP/EMPR DEFERRED COMP | D | 1/15/2021 | | 9,960.98 | 000949 | |
| | I-21 202101146567 | EMP/EMPR DEFERRED COMP | D | 1/15/2021 | | 2,286.97 | 000949 | |
| | I-26 202101146567 | LOAN PAYMENTS TO ICMA | D | 1/15/2021 | | 399.71 | 000949 | |
| | I-2CM202101146567 | CITY MGR 9% DEFERRED COMP | D | 1/15/2021 | | 665.08 | 000949 | |
| | I-2IR202101146567 | EMP/EMPR DEFERRED COM | D | 1/15/2021 | | 1,440.00 | 000949 | 14,752.74 |
| M12900 | | MNEFTS | | | | | | |
| | I-T2 202101146567 | MN Income Tax WH | D | 1/15/2021 | | 7,316.76 | 000950 | 7,316.76 |
| M13320 | | MN STATE RETIREMENT SYSTEM | | | | | | |
| | I-12 202101146567 | POST DEDUCTIONS | D | 1/15/2021 | | 850.00 | 000951 | 850.00 |
| P16470 | | P E R A | | | | | | |
| | I-91 202101146567 | 6634-00 REG PERA | D | 1/15/2021 | | 15,184.28 | 000952 | |
| | I-92 202101146567 | 6634-00 PERA PD | D | 1/15/2021 | | 19,525.00 | 000952 | |
| | I-94 202101146567 | 6634-00 PERA DCP ELECTED | D | 1/15/2021 | | 140.02 | 000952 | 34,849.30 |

| * * 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 | 99,388.80 | 99,388.80 |
| 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 | 99,388.80 | 99,388.80 |

PACKET: 04738 1/15/21 PAYROLL - 8

VENDOR SET: 01 City of North St Paul **** CHECK LISTING ****

BANK: AP PREMIER BANK

| VENDOR | I.D. | NAME | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| L12385 | | LOCAL UNION #160 | | | | | | |
| | I-11 202012286512 | UNION DUES | R | 1/14/2021 | | 340.36 | 137583 | |
| | | | | | | | CHECK DATE < ITEM DATE | |
| | I-11 202101146567 | UNION DUES | R | 1/14/2021 | | 340.36 | 137583 | 680.72 |

| * * B A N K T O T A L S * * | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---|---|---|---|---|
| REGULAR CHECKS: | 1 | 0.00 | 680.72 | 680.72 |
| HANDWRITTEN CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| PRE-WRITE CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| CORRECTIONS: | 0 | 0.00 | 0.00 | 0.00 |
| BANK TOTALS: | 1 | 0.00 | 680.72 | 680.72 |

PACKET: 04736 US - Refund

VENDOR SET: 01 City of North St Paul **** CHECK LISTING ****

BANK: AP PREMIER BANK

| VENDOR | I.D. | NAME | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 1 | | ZACHARIASON, DEB | | | | | | |
| | I-000202101076521 | ZACHARIASON, DEB | R | 1/20/2021 | | 43.45 | 137662 | 43.45 |
| 1 | | MOREN, DEAN | | | | | | |
| | I-000202101076522 | MOREN, DEAN | R | 1/20/2021 | | 47.93 | 137663 | 47.93 |
| 1 | | LOWRY, AMY | | | | | | |
| | I-000202101076523 | LOWRY, AMY | R | 1/20/2021 | | 203.59 | 137664 | 203.59 |
| 1 | | CHRISTIAN, ERIC | | | | | | |
| | I-000202101076524 | CHRISTIAN, ERIC | R | 1/20/2021 | | 134.70 | 137665 | 134.70 |
| 1 | | BECK, BRIANN | | | | | | |
| | I-000202101076525 | BECK, BRIANN | R | 1/20/2021 | | 38.38 | 137666 | 38.38 |
| 1 | | XIONG, LINDA | | | | | | |
| | I-000202101076526 | XIONG, LINDA | R | 1/20/2021 | | 35.17 | 137667 | 35.17 |
| 1 | | WHITAKER, TONI L. | | | | | | |
| | I-000202101076527 | WHITAKER, TONI L. | R | 1/20/2021 | | 124.98 | 137668 | 124.98 |
| 1 | | JOHNSON, DARRIN | | | | | | |
| | I-000202101076528 | JOHNSON, DARRIN | R | 1/20/2021 | | 63.45 | 137669 | 63.45 |
| 1 | | HOIUM, HALEY | | | | | | |
| | I-000202101076529 | HOIUM, HALEY | R | 1/20/2021 | | 54.60 | 137670 | 54.60 |
| 1 | | MITROU, PETE | | | | | | |
| | I-000202101076530 | MITROU, PETE | R | 1/20/2021 | | 48.11 | 137671 | 48.11 |
| 1 | | RAYMOND, ROBERT | | | | | | |
| | I-000202101076531 | RAYMOND, ROBERT | R | 1/20/2021 | | 48.78 | 137672 | 48.78 |
| 1 | | MOUA, RICKY | | | | | | |
| | I-000202101076532 | MOUA, RICKY | R | 1/20/2021 | | 36.24 | 137673 | 36.24 |
| 1 | | ROGERZINSKY, KAREN | | | | | | |
| | I-000202101076533 | ROGERZINSKY, KAREN | R | 1/20/2021 | | 44.18 | 137674 | 44.18 |
| 1 | | FOHTUNG, GRACE | | | | | | |
| | I-000202101076534 | FOHTUNG, GRACE | R | 1/20/2021 | | 41.26 | 137675 | 41.26 |
| 1 | | SHAHEER, MIYANA | | | | | | |
| | I-000202101076535 | SHAHEER, MIYANA | R | 1/20/2021 | | 76.01 | 137676 | 76.01 |

PACKET: 04736 US - Refund
VENDOR SET: 01 City of North St Paul **** CHECK LISTING ****
BANK: AP PREMIER BANK

| VENDOR | I.D. | NAME | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 1 | | STILES, DENNIS | | | | | | |
| | I-000202101076536 | STILES, DENNIS | R | 1/20/2021 | | 81.86 | 137677 | 81.86 |
| 1 | | YANG, NHIA KER | | | | | | |
| | I-000202101076537 | YANG, NHIA KER | R | 1/20/2021 | | 448.16 | 137678 | 448.16 |
| 1 | | REICHEL, RONALD | | | | | | |
| | I-000202101076538 | REICHEL, RONALD | R | 1/20/2021 | | 152.67 | 137679 | 152.67 |
| 1 | | VONG, SARETH | | | | | | |
| | I-000202101076539 | VONG, SARETH | R | 1/20/2021 | | 17.78 | 137680 | 17.78 |

| * * B A N K T O T A L S * * | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---|---|---|---|---|
| REGULAR CHECKS: | 19 | 0.00 | 1,741.30 | 1,741.30 |
| 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: | 19 | 0.00 | 1,741.30 | 1,741.30 |

PACKET: 04740 Regular Payments

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

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 1 | MSP PLUMBING, HEATING & AIR | | | | | | | |
| | I-202101136560 | MSP PLUMBING, HEATING & AIR: | R | 1/20/2021 | | 55.00CR | 137584 | 55.00 |
| 1 | MSP PLUMBING, HEATING & AIR | | | | | | | |
| | I-202101136561 | MSP PLUMBING, HEATING & AIR: | R | 1/20/2021 | | 80.00CR | 137585 | 80.00 |
| A00995 | A-1 HYDRAULIC SALES & SER | | | | | | | |
| | I-0123834-IN | 503 FITTINGS | R | 1/20/2021 | | 54.02CR | 137586 | 54.02 |
| A01310 | ASPEN MILLS | | | | | | | |
| | I-266603 | NEW FIREFIGHTER UNIFORM LH | R | 1/20/2021 | | 495.40CR | 137587 | |
| | I-266752 | ASST CHIEF BADGES | R | 1/20/2021 | | 182.50CR | 137587 | |
| | I-267073 | NEW FIREFIGHTER UNIFORM NY | R | 1/20/2021 | | 495.40CR | 137587 | |
| | I-267081 | ASST CHIEF UNIFORM MR | R | 1/20/2021 | | 82.70CR | 137587 | 1,256.00 |
| B02049 | BATTERIES PLUS BULBS | | | | | | | |
| | I-P35274373 | BATTERIES | R | 1/20/2021 | | 24.95CR | 137588 | 24.95 |
| B02267 | BUBERL BLACK DIRT INC | | | | | | | |
| | I-25420 | LEAF DISPOSAL FROM SWEEPING | R | 1/20/2021 | | 1,008.00CR | 137589 | 1,008.00 |
| C03000 | CALLNET | | | | | | | |
| | I-210102120101 | ANSWERING SERV 12/7/20-1/3/21 | R | 1/20/2021 | | 995.00CR | 137590 | 995.00 |
| C03031 | CARPENTERS SMALL ENGINE | | | | | | | |
| | I-61185 | 4 SPARK PLUGS | R | 1/20/2021 | | 25.71CR | 137591 | 25.71 |
| C03041 | FLEETPRIDE | | | | | | | |
| | I-64677598 | 412 FITTINGS | R | 1/20/2021 | | 197.56CR | 137592 | 197.56 |
| C03065 | CENTURY COLLEGE | | | | | | | |
| | I-755896 | EMT NATIONAL REGISTRY TEST | R | 1/20/2021 | | 150.00CR | 137593 | 150.00 |
| C03066 | CINTAS | | | | | | | |
| | I-4071351527 | UNIFORM SERVICES | R | 1/20/2021 | | 8.50CR | 137594 | |
| | I-4071351531 | UNIFORM SERFVICES | R | 1/20/2021 | | 74.52CR | 137594 | |
| | I-4071351579 | UNIFORM SERVICES | R | 1/20/2021 | | 127.10CR | 137594 | |
| | I-4072065462 | UNIFORM SERVICES | R | 1/20/2021 | | 8.50CR | 137594 | |
| | I-4072065471 | UNIFORM SERVICES | R | 1/20/2021 | | 105.22CR | 137594 | |
| | I-4072065473 | UNIFORM SERVICES | R | 1/20/2021 | | 74.52CR | 137594 | 398.36 |
| C03139 | COMCAST | | | | | | | |
| | I-202101136547 | FD CABLE SERV 1/7/21-2/6/21 | R | 1/20/2021 | | 22.40CR | 137595 | |
| | I-202101136565 | DIGITAL ADAPTER SERV 1/14-2/13 | R | 1/20/2021 | | 6.27CR | 137595 | 28.67 |

PACKET: 04740 Regular Payments
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP PREMIER BANK

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| C21221 | CENTURY LINK | | | | | | | |
| | I-202101136566 | PHONE SERVICE 1/1/21-1/31/21 | R | 1/20/2021 | | 218.72CR | 137596 | 218.72 |
| E05145 | EMPATHIA INC | | | | | | | |
| | I-38042 | Q1 2021 EAP SERVICES | R | 1/20/2021 | | 733.50CR | 137597 | 733.50 |
| E10050 | ERICKSON BELL BECKMAN & QUINN PA | | | | | | | |
| | I-1231202 | DEC PROSECUTION SERVICES | R | 1/20/2021 | | 7,249.86CR | 137598 | 7,249.86 |
| F06002 | FASTENAL | | | | | | | |
| | I-MNT11104441 | NYLOCK NE 1 1/8-7 Z | R | 1/20/2021 | | 9.04CR | 137599 | |
| | I-MNT11104652 | SCREWS | R | 1/20/2021 | | 18.79CR | 137599 | 27.83 |
| F06060 | FERRELLGAS | | | | | | | |
| | I-2010745588 | PROPANE FOR FORKLIFT | R | 1/20/2021 | | 149.08CR | 137600 | 149.08 |
| G07176 | GOPHER STATE ONE CALL | | | | | | | |
| | I-0120641 | DEC 2020 LOCATE TICKETS | R | 1/20/2021 | | 78.30CR | 137601 | 78.30 |
| H08127 | HILLCREST BRAKE & ALIGN | | | | | | | |
| | I-3910 | R&M VEHICLES SQUAD #2130 | R | 1/20/2021 | | 73.22CR | 137602 | |
| | I-3913 | R&M VEHICLES SQUAD #2127 | R | 1/20/2021 | | 2,342.06CR | 137602 | |
| | I-4037 | R&M VEHICLES SQUAD #2132 | R | 1/20/2021 | | 217.43CR | 137602 | |
| | I-4050 | MOUNT TIRES SQUAD 511 | R | 1/20/2021 | | 137.18CR | 137602 | |
| | I-4061 | MOUNT TIRES SQUAD 513 | R | 1/20/2021 | | 137.18CR | 137602 | 2,907.07 |
| H08162 | HOLIDAY | | | | | | | |
| | I-202101136548 | GAS 1400015462930 ST CLEAN | R | 1/20/2021 | | 252.72CR | 137603 | |
| | I-202101136549 | GAS 1400015462965 URBAN FRSTY | R | 1/20/2021 | | 175.95CR | 137603 | |
| | I-202101136550 | GAS 1400015462884 OH ELECTRIC | R | 1/20/2021 | | 324.46CR | 137603 | |
| | I-202101136551 | GAS 1400015462892 PARKS DEPT | R | 1/20/2021 | | 258.03CR | 137603 | |
| | I-202101136552 | GAS 1400015462906 FIRE DEPT | R | 1/20/2021 | | 430.92CR | 137603 | |
| | I-202101136553 | GAS 1400015462906 UG ELECTRIC | R | 1/20/2021 | | 333.24CR | 137603 | |
| | I-202101136554 | GAS 1400015462949 ST MAINT | R | 1/20/2021 | | 1,162.67CR | 137603 | |
| | I-202101136555 | GAS 1400015462973 WATER DEPT | R | 1/20/2021 | | 229.51CR | 137603 | |
| | I-202101136556 | GAS 1400015462914 SEWER DEPT | R | 1/20/2021 | | 237.94CR | 137603 | |
| | I-202101136557 | GAS 1400015462906 POLICE DEPT | R | 1/20/2021 | | 1,604.64CR | 137603 | 5,010.08 |
| H08165 | HOME DEPOT | | | | | | | |
| | I-1014874 | DRILL FOR TRUCKS | R | 1/20/2021 | | 278.00CR | 137604 | |
| | I-1014875 | TOOLS FOR TRUCKS | R | 1/20/2021 | | 278.00CR | 137604 | |
| | I-1014904 | TOOLS | R | 1/20/2021 | | 345.97CR | 137604 | |
| | I-11876 | WELL #2 | R | 1/20/2021 | | 9.24CR | 137604 | |
| | I-2011603 | UTILITY BLADE | R | 1/20/2021 | | 9.97CR | 137604 | |
| | I-2035224 | WIRE, RUBBER HOSE | R | 1/20/2021 | | 259.74CR | 137604 | |
| | I-30007 | PAINT, OUTLET COVERS | R | 1/20/2021 | | 26.47CR | 137604 | |
| | I-3040816 | TOOLS | R | 1/20/2021 | | 208.52CR | 137604 | |
| | I-3100100 | KEYRETRIEVER | R | 1/20/2021 | | 6.72CR | 137604 | |
| | I-6015503 | FUSES, WIRE NUTS | R | 1/20/2021 | | 82.63CR | 137604 | |
| | I-6100149 | CLEANING EQUIPMENT | R | 1/20/2021 | | 258.49CR | 137604 | |
| | I-7031178 | BATTERIES FOR SHOP | R | 1/20/2021 | | 35.22CR | 137604 | |
| | I-9010627 | GFI OUTLETS | R | 1/20/2021 | | 262.07CR | 137604 | |
| | I-9032001 | SM PROPANE TORCHES | R | 1/20/2021 | | 55.91CR | 137604 | 2,116.95 |

PACKET: 04740 Regular Payments

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

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| *VOID* | VOID CHECK | | V | 1/20/2021 | | | 137605 | **VOID** |
| H14077 | CORE & MAIN LP | | | | | | | |
| | I-N536305 | WATER METERS & MODULES | R | 1/20/2021 | | 11,053.05CR | 137606 | |
| | I-N536311 | 50 WATER METERS | R | 1/20/2021 | | 549.90CR | 137606 | 11,602.95 |
| I09045 | IMPACT | | | | | | | |
| | I-149658 | OCT 2020 STATEMENTS/BILLS | R | 1/20/2021 | | 4,760.43CR | 137607 | 4,760.43 |
| I09178 | STUART C IRBY CO | | | | | | | |
| | I-S012214918.002 | MOUNTING BRACKETS | R | 1/20/2021 | | 158.20CR | 137608 | 158.20 |
| J10184 | JOHN FRYE DISTRIBUTING | | | | | | | |
| | I-201084 | SHOP TOOLS | R | 1/20/2021 | | 4.99CR | 137609 | 4.99 |
| K09100 | KATH FUEL OIL SERVICE CO | | | | | | | |
| | I-704210 | 55 GALLON DRUM HYD OIL | R | 1/20/2021 | | 342.00CR | 137610 | 342.00 |
| L12384 | LOCAL UNION #320 | | | | | | | |
| | I-202101136546 | JAN 2021 UNION DUES | R | 1/20/2021 | | 1,533.00CR | 137611 | 1,533.00 |
| L12388 | LOCATORS & SUPPLIES INC | | | | | | | |
| | I-0289605-IN | MARKING PAINT | R | 1/20/2021 | | 420.95CR | 137612 | 420.95 |
| L12445 | LISA SENOPOLE | | | | | | | |
| | I-202101086541 | DEC 2020 PLAN COM MTG FILMING | R | 1/20/2021 | | 150.00CR | 137613 | 150.00 |
| M13024 | MAKE THE MOVE TRAINING LLC | | | | | | | |
| | I-20-06 | FD TRAINING MINUTEMEN FIRE AT | R | 1/20/2021 | | 1,400.00CR | 137614 | 1,400.00 |
| M13056 | CITY OF MAPLEWOOD | | | | | | | |
| | I-202101136544 | DEC 2020 UTILITY BILL | R | 1/20/2021 | | 33,507.11CR | 137615 | 33,507.11 |
| M13074 | MET COUNCIL ENVIRONMENTAL SVCS | | | | | | | |
| | I-0001117808 | JAN WASTE WATER SERVICES | R | 1/20/2021 | | 83,675.29CR | 137616 | |
| | I-0001118285 | FEB 2021 WASTE WATER SERVICES | R | 1/20/2021 | | 83,675.29CR | 137616 | 167,350.58 |
| M13100 | MERIT CHEVROLET | | | | | | | |
| | I-672906 | 710 MARKER REFLECTOR | R | 1/20/2021 | | 10.65CR | 137617 | 10.65 |
| M13109 | MENARDS-MAPLEWOOD | | | | | | | |
| | I-68327 | SUPPLIES FOR CC WALL REPAIR | R | 1/20/2021 | | 25.93CR | 137618 | 25.93 |

PACKET: 04740 Regular Payments

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

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| M13110 | MENARDS-OAKDALE | | | | | | | |
| | I-13335 | WELL #2 REHAB | R | 1/20/2021 | | 8.36CR | 137619 | |
| | I-13852 | HOCKEY RINK REPAIR | R | 1/20/2021 | | 75.00CR | 137619 | |
| | I-13871 | BREAKER, CONNECTORS | R | 1/20/2021 | | 54.83CR | 137619 | |
| | I-14059 | WELL #2 REHAB | R | 1/20/2021 | | 205.98CR | 137619 | |
| | I-14190 | WELL #2 | R | 1/20/2021 | | 56.03CR | 137619 | |
| | I-14241 | METAL PLATES | R | 1/20/2021 | | 99.98CR | 137619 | |
| | I-14746 | CLEANER/DEGREASER | R | 1/20/2021 | | 36.12CR | 137619 | 536.30 |
| M13192 | MN BENEFIT ASSOC | | | | | | | |
| | I-2020-0115793 | JAN 2021 LIFE INS COVERAGE | R | 1/20/2021 | | 71.17CR | 137620 | 71.17 |
| M13196 | MN CHIEFS OF POLICE ASSOC | | | | | | | |
| | I-11417 | 2021 ANNUAL MEMBERSHIPS | R | 1/20/2021 | | 386.00CR | 137621 | 386.00 |
| M13214 | MN STATE FIRE DEPT ASSOC | | | | | | | |
| | I-202101086542 | 2021 ANNUAL MEMBERSHIP DUES | R | 1/20/2021 | | 375.00CR | 137622 | 375.00 |
| M13223 | MN BUR OF CRIM APPREHENSION | | | | | | | |
| | I-00000538853 | SERVICE FEES CJDN ACCESS | R | 1/20/2021 | | 870.00CR | 137623 | 870.00 |
| M13224 | MN DEPT OF HEALTH | | | | | | | |
| | I-202101136545 | Q4 2020 WATER CONNECTION FEE | R | 1/20/2021 | | 11,315.00CR | 137624 | 11,315.00 |
| M13291 | MN PEIP | | | | | | | |
| | I-1040588 | FEB 2021 MEDICAL/DENTAL INS | R | 1/20/2021 | | 33,312.09CR | 137625 | 33,312.09 |
| M16475 | NCPERS GROUP LIFE INS. | | | | | | | |
| | I-663400012021 | DEC LIFE INSURANCE | R | 1/20/2021 | | 144.00CR | 137626 | 144.00 |
| N07096 | NAPA AUTO PARTS | | | | | | | |
| | C-3617-054312 | NAPA AUTO PARTS RETURN | R | 1/20/2021 | | 9.99 | 137627 | |
| | C-3617-056840 | SALES TAX CREDIT | R | 1/20/2021 | | 0.63 | 137627 | |
| | I-202101086540 | SALES TAX | R | 1/20/2021 | | 0.63CR | 137627 | |
| | I-3617-052102 | SINGLE LEAD | R | 1/20/2021 | | 9.99CR | 137627 | |
| | I-3617-069115 | 300 PARTS | R | 1/20/2021 | | 53.47CR | 137627 | |
| | I-3617-069116 | 098 SHOP SUPPLIES | R | 1/20/2021 | | 61.98CR | 137627 | 115.45 |
| N14146 | COMPASS MINERALS | | | | | | | |
| | I-733780 | SALT FOR STREETS | R | 1/20/2021 | | 6,168.65CR | 137628 | 6,168.65 |
| N14168 | NORTHERN TOOL & EQUIPMENT | | | | | | | |
| | I-4132052944 | WELL #2 FLOURIDE ROOM HEATER | R | 1/20/2021 | | 159.99CR | 137629 | 159.99 |

PACKET: 04740 Regular Payments

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

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 015001 | O'REILLY AUTO PARTS | | | | | | | |
| | I-2074-117732 | R&M VEHICLES CLEANING SUPPLY | R | 1/20/2021 | | 51.90CR | 137630 | 51.90 |
| 015003 | CITY OF OAKDALE | | | | | | | |
| | I-202101136559 | Q4 2020 FRANCHISE FEE | R | 1/20/2021 | | 3,979.42CR | 137631 | 3,979.42 |
| P16120 | PERFORMANCE PLUS LLC | | | | | | | |
| | I-9171 | FD NEW EMPLOYEE MEDICAL | R | 1/20/2021 | | 384.00CR | 137632 | |
| | I-9183 | FD NEW EMPLOYEE MED TESTING | R | 1/20/2021 | | 384.00CR | 137632 | 768.00 |
| P16285 | PLUNKETT'S PEST CONTROL | | | | | | | |
| | I-6914348 | DEC PEST CONTROL PW BLDG | R | 1/20/2021 | | 39.36CR | 137633 | 39.36 |
| P16336 | POMPS TIRE SERVICE INC | | | | | | | |
| | C-210501393 | R&M VEHICLES TIRE REFUND | R | 1/20/2021 | | 353.10 | 137634 | |
| | I-210509462 | TIRES SQUADS 511, 512, & 513 | R | 1/20/2021 | | 1,575.24CR | 137634 | 1,222.14 |
| P16530 | PUMP & METER SERVICE, INC | | | | | | | |
| | I-507028 | PUMP FOR OIL ON FAR WALL | R | 1/20/2021 | | 252.25CR | 137635 | 252.25 |
| R17985 | RACHEL CONTRACTING INC | | | | | | | |
| | I-PV#7 CSAH 68 | CSAH 68 MCKNIGHT ROAD | R | 1/20/2021 | | 88,579.48CR | 137636 | 88,579.48 |
| R18010 | RAMSEY COUNTY | | | | | | | |
| | I-EMCOM-008973 | DEC 2020 FLEET RADIO SUPPORT | R | 1/20/2021 | | 492.96CR | 137637 | |
| | I-EMCOM-009006 | DEC 2020 911 DISPATCH SERVICES | R | 1/20/2021 | | 6,018.56CR | 137637 | |
| | I-EMCOM-009008 | DEC 2020 911 CAD SERVICES | R | 1/20/2021 | | 1,165.64CR | 137637 | |
| | I-PRRRV-001513 | TRUTH IN TAXATION NOTICE RMB | R | 1/20/2021 | | 920.47CR | 137637 | |
| | I-RESFA-004329 | DEC 2020 PUBLIC WORKS TIPPING | R | 1/20/2021 | | 498.89CR | 137637 | |
| | I-RESFA-004342 | DEC 2020 RESIDENTIAL TIPPING | R | 1/20/2021 | | 23,799.60CR | 137637 | 32,896.12 |
| R18022 | RAMSEY COUNTY-CEC- ENVIRONMENT HEALTH | | | | | | | |
| | I-202101136564 | DEC 2020 CEC HAULER REMITNCE | R | 1/20/2021 | | 12,644.04CR | 137638 | 12,644.04 |
| R18030 | RDO EQUIPMENT COMPANY | | | | | | | |
| | I-P8581801 | 508 REPAIR & EXT. WARRANTY | R | 1/20/2021 | | 3,200.00CR | 137639 | 3,200.00 |
| R18091 | RESCO | | | | | | | |
| | I-809335-00 | FUSES, GUYS STRAIN, HEAT SHRNK | R | 1/20/2021 | | 388.50CR | 137640 | |
| | I-809335-01 | STINGER CONNECTOR | R | 1/20/2021 | | 97.50CR | 137640 | |
| | I-809336-00 | PHOTOCELLS, ARRESTORS, SPLIC | R | 1/20/2021 | | 1,573.75CR | 137640 | 2,059.75 |

PACKET: 04740 Regular Payments
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP PREMIER BANK

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| R18135 | ROC INC | | | | | | | |
| | I-79332 | JAN JANITORIAL SERV CITY HALL | R | 1/20/2021 | | 2,971.10CR | 137641 | |
| | I-79338 | JAN JANITORIAL SERV PW BLDG | R | 1/20/2021 | | 1,204.50CR | 137641 | |
| | I-79339 | JAN JANITORIAL SERV LIBRARY | R | 1/20/2021 | | 880.00CR | 137641 | 5,055.60 |
| R18170 | CITY OF ROSEVILLE | | | | | | | |
| | I-0229784 | JAN 2021 IT SUPPORT SERVICES | R | 1/20/2021 | | 18,533.40CR | 137642 | 18,533.40 |
| S18996 | SAFE-FAST INC | | | | | | | |
| | I-INV240677 | SAFETY GLASSES | R | 1/20/2021 | | 385.36CR | 137643 | 385.36 |
| S19233 | SPECTACULAR CLEANING LLC | | | | | | | |
| | I-094 | JAN JANITORIAL CASEY LAKE | R | 1/20/2021 | | 860.00CR | 137644 | |
| | I-095 | JAN JANITORIAL ROTARY PARK | R | 1/20/2021 | | 760.00CR | 137644 | 1,620.00 |
| S19264 | SPECIALTY SOLUTIONS LLC | | | | | | | |
| | C-I50444CR | BRINE TANK RETURNS | R | 1/20/2021 | | 800.00 | 137645 | |
| | I-I50441 | BEET JUICE FOR LOW TEMP SALT | R | 1/20/2021 | | 3,959.28CR | 137645 | 3,159.28 |
| S19415 | STEPP MFG | | | | | | | |
| | I-058546 | 521 FUEL PUMP | R | 1/20/2021 | | 181.14CR | 137646 | 181.14 |
| S19431 | STEER UNDERGROUND | | | | | | | |
| | I-1523 | BORE 2-1/2" | R | 1/20/2021 | | 4,176.00CR | 137647 | |
| | I-1546 | BORES | R | 1/20/2021 | | 15,056.00CR | 137647 | |
| | I-1547 | 6" BORE | R | 1/20/2021 | | 7,700.00CR | 137647 | 26,932.00 |
| S19437 | STORM TRAINING GROUP | | | | | | | |
| | I-1124 | TRAINING - PATROL SUPERVISION | R | 1/20/2021 | | 796.00CR | 137648 | 796.00 |
| T19150 | T A SCHIFSKY & SONS INC | | | | | | | |
| | I-66856 | WATERMAIN BREAK PATCH MATLS | R | 1/20/2021 | | 945.48CR | 137649 | |
| | I-PAYVOUCHER#9 | 2020 ST & UTILITY IMPRVMT PRJT | R | 1/20/2021 | | 72,641.75CR | 137649 | 73,587.23 |
| T20076 | TOSHIBA FINANCIAL SERVICES | | | | | | | |
| | I-5013133921 | JAN COPIER LEASE FIRE DEPT | R | 1/20/2021 | | 214.50CR | 137650 | |
| | I-5013133922 | JAN COPIER LEASE PUB WORKS | R | 1/20/2021 | | 221.35CR | 137650 | |
| | I-5013133923 | JAN COPER LEASE PD RECORDS | R | 1/20/2021 | | 225.56CR | 137650 | |
| | I-5013133924 | JAN COPER LEASE PD SQUAD RM | R | 1/20/2021 | | 117.72CR | 137650 | 779.13 |
| T20126 | TENNIS SANITATION LLC | | | | | | | |
| | I-2837558 | DEC 2020 SANITATION SERVICES | R | 1/20/2021 | | 45,162.00CR | 137651 | |
| | I-2837560 | DEC 2020 2538 SEPPALA | R | 1/20/2021 | | 273.00CR | 137651 | |
| | I-2837562 | DEC 2020 2290 1ST ST N | R | 1/20/2021 | | 91.00CR | 137651 | |
| | I-2837563 | DEC 2020 2400 MARGARET ST | R | 1/20/2021 | | 91.00CR | 137651 | 45,617.00 |

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| T20161 | THOMPSON REUTERS - WEST | | | | | | | |
| | I-843634558 | DEC INVESTIGATIVE SUITE | R | 1/20/2021 | | 208.32CR | 137652 | 208.32 |
| T20191 | TIMESAVER OFF SITE SECRETARIAL INC. | | | | | | | |
| | I-M26126 | 12/15 CC SECRETARIAL SERVICE | R | 1/20/2021 | | 153.00CR | 137653 | 153.00 |
| T20215 | TOKLE INSPECTIONS INC | | | | | | | |
| | I-202101136558 | DEC 2020 ELECTRICAL INSPECTS | R | 1/20/2021 | | 6,256.88CR | 137654 | 6,256.88 |
| T20285 | TRI STATE BOBCAT INC | | | | | | | |
| | I-A78767A | 620 ENGINE PARTS | R | 1/20/2021 | | 127.55CR | 137655 | |
| | I-A82471 | 606 FRONT BOOM | R | 1/20/2021 | | 2,765.75CR | 137655 | 2,893.30 |
| T20470 | TWIN CITY WATER CLINIC INC | | | | | | | |
| | I-15597 | DEC 2020 WATER SAMPLES | R | 1/20/2021 | | 256.00CR | 137656 | 256.00 |
| T20485 | TYLER TECHNOLOGIES | | | | | | | |
| | I-025-319946 | Q4 2020 INSITE TRANSACTION FEE | R | 1/20/2021 | | 7,470.75CR | 137657 | |
| | I-025-320346 | Q4 2020 UB NOTIFICATION FEES | R | 1/20/2021 | | 583.30CR | 137657 | 8,054.05 |
| U21218 | U S BANK | | | | | | | |
| | I-5982948 | 2009C PAYING AGENT FEES | R | 1/20/2021 | | 500.00CR | 137658 | 500.00 |
| W23041 | WATER CONSERVATION SERVICE INC | | | | | | | |
| | I-10957 | LEAK LOCATES NAVAJO ROAD | R | 1/20/2021 | | 771.32CR | 137659 | 771.32 |
| X14164 | XCEL ENERGY | | | | | | | |
| | I-0438193997 | NAT GAS CASEY LK 11/15-12/16 | R | 1/20/2021 | | 141.04CR | 137660 | |
| | I-0438247231 | NAT GAS HAUSE PK 11/12-12/15 | R | 1/20/2021 | | 92.84CR | 137660 | |
| | I-0438261322 | NAT GAS CITY HALL 11/12-12/15 | R | 1/20/2021 | | 1,755.59CR | 137660 | |
| | I-0438388616 | NAT GAS WELL #5 11/15-12/17 | R | 1/20/2021 | | 63.75CR | 137660 | |
| | I-0438389530 | NAT GAS WELL #1 11/15-12/17 | R | 1/20/2021 | | 64.54CR | 137660 | |
| | I-0438389638 | NAT GAS HAUSE PK 11/12-12/15 | R | 1/20/2021 | | 86.69CR | 137660 | |
| | I-0438389808 | NAT GAS WELL #3 11/15-12/17 | R | 1/20/2021 | | 68.77CR | 137660 | |
| | I-0438389834 | NAT GAS MCKNIGHT 11/12-12/15 | R | 1/20/2021 | | 25.69CR | 137660 | |
| | I-0438390895 | NAT GAS WELL #2 11/15-12/17 | R | 1/20/2021 | | 58.44CR | 137660 | |
| | I-0438391530 | NAT GAS WELL #4 11/15-12/17 | R | 1/20/2021 | | 70.47CR | 137660 | 2,427.82 |

PACKET: 04740 Regular Payments

VENDOR SET: 01 *** DRAFT/OTHER LISTING ***

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D. | DESC | ITEM TYPE | PAID DATE | DISCOUNT | AMOUNT | ITEM NO# | ITEM AMOUNT |
|---|---|---|---|---|---|---|---|---|
| M13232 | MN DEPT OF LABOR & INDUSTRY | | | | | | | |
| | I-202101136543 | DEC 2020 STATE SURCHARGE RPT | D | 1/13/2021 | | 2,697.45CR | 000953 | 2,697.45 |
| U21218 | U S BANK | | | | | | | |
| | I-202101136562 | FEB 2021 DEBT SERVICE | D | 1/15/2021 | | 3,420,879.78CR | 000956 | 3,420,879.78 |
| V22055 | VANCO E-SERVICES | | | | | | | |
| | I-00011207998 | DEC EXCHANGE GATEWAY SERVICE | D | 1/15/2021 | | 147.50CR | 000957 | 147.50 |
| M13248 | MN DEPT OF REVENUE | | | | | | | |
| | I-202101136563 | DEC 2020 SALES & USE TAX | D | 1/20/2021 | | 53,298.00CR | 000954 | 53,298.00 |
| M13300 | M M P A - C/O AVANT ENERGY | | | | | | | |
| | I-3391 | DEC 2020 POWER BILLING | D | 1/20/2021 | | 374,651.14CR | 000955 | 374,651.14 |

| * * T O T A L S * * | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---|---|---|---|---|
| REGULAR CHECKS: | 76 | 0.00 | 641,344.39 | 641,344.39 |
| HANDWRITTEN CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| PRE-WRITE CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 5 | 0.00 | 3,851,673.87 | 3,851,673.87 |
| VOID CHECKS: | 1 | 0.00 | 0.00 | 0.00 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| CORRECTIONS: | 0 | 0.00 | 0.00 | 0.00 |
| REGISTER TOTALS: | 82 | 0.00 | 4,493,018.26 | 4,493,018.26 |

NORTH ST.PAUL
extraordinary.

# MEMORANDUM

TO: HRA Chairman and Commissioners
FROM: Jacquelyn Lutmer, Accounting Technician
DATE: January 19, 2021
SUBJECT: Recommendation of approval of HRA claims list.

| Claim Date | | | |
|---|---|---|---|
| 1/20/2021 | A/P Check Register | 137661 | $ 107.39 |
| | | Total | $107.39 |

Approved this 19th day of Jacuary 2021

/s/ Terrence J. Furlong, Mayor by Consent Resolution
/s/ Scott A. Duddeck, City Manager/Clerk by Consent Resolution

PACKET: 04741 HRA A/P

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

BANK : AP PREMIER BANK

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| X14164 | XCEL ENERGY | | | | | | | |
| | I-0438264943 | NAT GAS 2393 MARG 11/12-12/15 | R | 1/20/2021 | | 107.39CR | 137661 | 107.39 |

| ** TOTALS ** | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---|---|---|---|---|
| REGULAR CHECKS: | 1 | 0.00 | 107.39 | 107.39 |
| 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 | 107.39 | 107.39 |

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

January 19, 2021

Mr. Scott Duddeck
City Manager
City of North St. Paul
2400 Margaret Street
North St. Paul, MN 55109

Re: Construction Pay Voucher No. 9
2020 Street and Utility Improvement Project
City Project No. S.A.D. 20-01
S.A.P. 151-250-003 / 151-263-005 / 151-247-008
City of North St. Paul, MN
WSB Project No. 014391-000

Dear Mr. Duddeck:

Please find enclosed Construction Pay Voucher No. 9 (in triplicate) in the amount of $72,641.75 for the above-referenced project. The quantities completed to date have been reviewed and agreed upon by the contractor, and we hereby recommend that the City of North St. Paul approve Construction Pay Voucher No. 9 in the amount of $72,641.75 for T.A. Schifsky & Sons, Inc.

Once processed, please keep one copy for your records and return two copies to our office, one for the contractor and one for our files.

If you have any questions, please contact me at 763.512.5243. Thank you.

Sincerely,

WSB

Brad A. Reifsteck, PE
Sr. Project Manager

Attachments

cc: Morgan Dawley, WSB

srb

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

2020 Street and Utility
Improvement Project

# Pay Voucher 9

wsb

| **Client:** | City of North St. Paul<br>2400 Margaret Street<br>North St Paul, MN 55109-3003 | **Contractor:** | T. A. Schifsky & Sons, Inc.<br>2370 East Hwy. 36<br>North St. Paul, MN 55109 |
|---|---|---|---|

| |
|---|
| **WSB Project No.:** 014391-000 |
| **Client Project No.:** City Project No. S.A.D. 20-01 |
| **State Project No.:** S.A.P. 151-250-003/151-263-005/151-247-008 |
| **Federal Project No.:** |

| **Contract Amount** | | **Funds Encumbered** | |
|---|---|---|---|
| Original Contract | $4,256,376.67 | Original | $4,256,376.67 |
| Contract Changes | $27,368.20 | Additional | N/A |
| Revised Contract | $4,283,744.87 | Total | $4,256,376.67 |

| **Work Certified To Date** | |
|---|---|
| Base Bid Items | $4,020,263.43 |
| Contract Changes | $27,368.20 |
| Material On Hand | $0.00 |
| Total | $4,047,631.63 |

| Work Certified This Voucher | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Voucher | Total Amount Paid To Date |
|---|---|---|---|---|---|
| $76,465.00 | $4,047,631.63 | $202,381.58 | $3,772,608.30 | $72,641.75 | $3,845,250.05 |
| | | Percent Retained: 5% | | | Percent Complete: 94.49% |

This is to certify that the items of work shown in this Pay Voucher have been actually furnished for the work comprising the above-mentioned project in accordance with the plans and specifications heretofore approved.

Approved By WSB

Brad O. Reifsteck
Project Engineer

January 11, 2021
Date

Approved By T. A. Schifsky & Sons, Inc.

Contractor

January 11, 2021
Date

Approved By City of North St. Paul

Name

Date

| Payment Summary | | | | |
|---|---|---|---|---|
| No. | Up Through Date | Work Certified Per Voucher | Amount Retained Per Voucher | Amount Paid Per Voucher |
| 1 | 05/04/20 | $545,658.25 | $27,282.91 | $518,375.34 |
| 2 | 05/31/20 | $326,785.40 | $16,339.27 | $310,446.13 |
| 3 | 07/08/20 | $303,756.65 | $15,187.84 | $288,568.81 |
| 4 | 07/31/20 | $719,495.60 | $35,974.78 | $683,520.82 |
| 5 | 09/04/20 | $856,298.58 | $42,814.92 | $813,483.66 |
| 6 | 10/12/20 | $621,684.10 | $31,084.21 | $590,599.89 |
| 7 | 11/09/20 | $448,581.50 | $22,429.07 | $426,152.43 |
| 8 | 12/07/20 | $148,906.55 | $7,445.33 | $141,461.22 |
| 9 | 01/11/21 | $76,465.00 | $3,823.25 | $72,641.75 |

| Funding Category Name | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Voucher | Total Amount Paid To Date |
|---|---|---|---|---|---|
| Sanitary Local | $274,844.25 | $13,742.21 | $261,102.04 | $0.00 | $261,102.04 |
| Storm 151-247-008 | $182,365.00 | $9,118.25 | $172,391.75 | $855.00 | $173,246.75 |
| Storm 151-250-003 | $206,069.00 | $10,303.45 | $195,765.55 | $0.00 | $195,765.55 |
| Storm 151-263-005 | $241,296.50 | $12,064.83 | $229,231.67 | $0.00 | $229,231.67 |
| Storm Local | $461,087.00 | $23,054.35 | $438,032.65 | $0.00 | $438,032.65 |
| Surface 151-247-008 | $133,375.85 | $6,668.79 | $126,707.06 | $0.00 | $126,707.06 |
| Surface 151-250-003 | $341,622.90 | $17,081.15 | $324,541.75 | $0.00 | $324,541.75 |
| Surface 151-263-005 | $1,080,672.15 | $54,033.61 | $997,187.59 | $29,450.95 | $1,026,638.54 |
| Surface Local | $353,189.78 | $17,659.49 | $309,192.02 | $26,338.27 | $335,530.29 |
| Water Local | $773,109.20 | $38,655.46 | $718,456.21 | $15,997.53 | $734,453.74 |

| Accounting Number | Funding Source | Amount Paid This Voucher | Revised Contract Amount | Funds Encumbered To Date | Paid Contractor To Date |
|---|---|---|---|---|---|
| 048 | Local Water | $15,997.53 | | | $734,453.74 |
| 049 | Local Sanitary Sewer | $0.00 | | | $261,102.04 |
| 052 | Local Storm Sewer | $855.00 | | | $1,036,276.62 |
| 450 | Local Roadway | $55,789.23 | | | $1,813,417.65 |

**Contract Item Status**

| Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2021.501 | MOBILIZATION | LS | $291,000.00 | 1 | 0 | $0.00 | 1 | $291,000.00 |
| 2 | 2101.505 | CLEARING | ACRE | $25,000.00 | 0.2 | 0 | $0.00 | 0.2 | $5,000.00 |
| 3 | 2101.505 | GRUBBING | ACRE | $25,000.00 | 0.2 | 0 | $0.00 | 0.2 | $5,000.00 |
| 4 | 2101.524 | CLEARING | TREE | $300.00 | 51 | 0 | $0.00 | 34 | $10,200.00 |
| 5 | 2101.524 | GRUBBING | TREE | $250.00 | 36 | 0 | $0.00 | 40 | $10,000.00 |
| 6 | 2102.503 | PAVEMENT MARKING REMOVAL | L F | $1.00 | 500 | 0 | $0.00 | 0 | $0.00 |
| 7 | 2104.502 | REMOVE CONCRETE STEPS | EACH | $150.00 | 23 | 0 | $0.00 | 27 | $4,050.00 |
| 8 | 2104.502 | REMOVE WOOD STEP | EACH | $150.00 | 7 | 0 | $0.00 | 3 | $450.00 |

**Contract Item Status**

| Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|
| 9 | 2104.502 | REMOVE MANHOLE | EACH | $750.00 | 15 | 0 | $0.00 | 15 | $11,250.00 |
| 10 | 2104.502 | REMOVE CASTING | EACH | $225.00 | 21 | 0 | $0.00 | 0 | $0.00 |
| 11 | 2104.502 | REMOVE GATE VALVE & BOX | EACH | $315.00 | 9 | 0 | $0.00 | 13 | $4,095.00 |
| 12 | 2104.502 | REMOVE CURB STOP & BOX | EACH | $80.00 | 26 | 0 | $0.00 | 26 | $2,080.00 |
| 13 | 2104.502 | REMOVE HYDRANT | EACH | $735.00 | 5 | 0 | $0.00 | 5 | $3,675.00 |
| 14 | 2104.502 | REMOVE DRAINAGE STRUCTURE | EACH | $525.00 | 22 | 0 | $0.00 | 22 | $11,550.00 |
| 15 | 2104.502 | REMOVE SIGN | EACH | $50.00 | 28 | 0 | $0.00 | 23 | $1,150.00 |
| 16 | 2104.502 | REMOVE LIGHT FOUNDATION | EACH | $500.00 | 9 | 0 | $0.00 | 9 | $4,500.00 |
| 17 | 2104.502 | REMOVE MAIL BOX SUPPORT | EACH | $100.00 | 2 | 0 | $0.00 | 2 | $200.00 |
| 18 | 2104.502 | SALVAGE SIGN TYPE SPECIAL | EACH | $50.00 | 6 | 0 | $0.00 | 0 | $0.00 |
| 19 | 2104.502 | SALVAGE MAIL BOX SUPPORT | EACH | $75.00 | 2 | 0 | $0.00 | 2 | $150.00 |
| 20 | 2104.503 | SAWING CONCRETE PAVEMENT (FULL DEPTH) | L F | $3.00 | 240 | 0 | $0.00 | 221 | $663.00 |
| 21 | 2104.503 | SAWING BIT PAVEMENT (FULL DEPTH) | L F | $3.00 | 750 | 0 | $0.00 | 788 | $2,364.00 |
| 22 | 2104.503 | REMOVE WATER MAIN | L F | $2.00 | 1605 | 0 | $0.00 | 1721 | $3,442.00 |
| 23 | 2104.503 | REMOVE SEWER PIPE (STORM) | L F | $10.00 | 1565 | 0 | $0.00 | 1486 | $14,860.00 |
| 24 | 2104.503 | REMOVE SEWER PIPE (SANITARY) | L F | $2.00 | 825 | 0 | $0.00 | 713 | $1,426.00 |
| 25 | 2104.503 | REMOVE CURB & GUTTER | L F | $4.00 | 3505 | 0 | $0.00 | 3233 | $12,932.00 |
| 26 | 2104.503 | REMOVE RETAINING WALL | L F | $12.00 | 90 | 0 | $0.00 | 40 | $480.00 |
| 27 | 2104.503 | REMOVE FENCE | L F | $12.00 | 415 | 0 | $0.00 | 124 | $1,488.00 |
| 28 | 2104.503 | REMOVE SANITARY SERVICE PIPE | L F | $2.00 | 180 | 0 | $0.00 | 69 | $138.00 |
| 29 | 2104.503 | REMOVE WATER SERVICE PIPE | L F | $1.00 | 2135 | 0 | $0.00 | 277 | $277.00 |
| 30 | 2104.503 | REMOVE BOX CULVERT | L F | $40.00 | 85 | 0 | $0.00 | 65 | $2,600.00 |
| 31 | 2104.503 | SALVAGE FENCE | L F | $13.00 | 140 | 0 | $0.00 | 138 | $1,794.00 |
| 32 | 2104.504 | REMOVE CONCRETE DRIVEWAY PAVEMENT | S Y | $10.00 | 450 | 0 | $0.00 | 645.5 | $6,455.00 |

**Contract Item Status**

| Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|
| 33 | 2104.504 | REMOVE CONCRETE PAVEMENT | S Y | $11.50 | 6237 | 0 | $0.00 | 4374.5 | $50,306.75 |
| 34 | 2104.504 | REMOVE BITUMINOUS DRIVEWAY PAVEMENT | S Y | $6.00 | 1608 | 0 | $0.00 | 1331 | $7,986.00 |
| 35 | 2104.504 | REMOVE BITUMINOUS PAVEMENT | S Y | $1.00 | 10681 | 0 | $0.00 | 7697 | $7,697.00 |
| 36 | 2104.518 | REMOVE BITUMINOUS WALK | S F | $9.00 | 45 | 0 | $0.00 | 0 | $0.00 |
| 37 | 2104.518 | REMOVE CONCRETE WALK | S F | $1.10 | 8350 | 18 | $19.80 | 9113 | $10,024.30 |
| 38 | 2104.603 | ABANDON STORM SEWER | L F | $11.00 | 780 | 0 | $0.00 | 592 | $6,512.00 |
| 39 | 2104.603 | ABANDON WATER MAIN | L F | $6.20 | 2400 | 0 | $0.00 | 1350 | $8,370.00 |
| 40 | 2104.603 | MILL BIT SURFACE - LONGITUDINAL TRENCH | L F | $4.00 | 2556 | 0 | $0.00 | 0 | $0.00 |
| 41 | 2105.504 | GEOTEXTILE FABRIC TYPE 5 | S Y | $1.50 | 19971 | 0 | $0.00 | 15249 | $22,873.50 |
| 42 | 2105.604 | 60 MIL POLYETHYLENE LINER | S Y | $8.50 | 1450 | 287 | $2,439.50 | 1737 | $14,764.50 |
| 43 | 2106.507 | EXCAVATION - COMMON (P) | C Y | $19.00 | 6986 | 241 | $4,579.00 | 7884 | $149,796.00 |
| 44 | 2106.507 | EXCAVATION - SUBGRADE (P) | C Y | $19.00 | 7126 | 0 | $0.00 | 7642 | $145,198.00 |
| 45 | 2106.507 | EXCAVATION - CHANNEL AND POND (P) | C Y | $25.00 | 5300 | 0 | $0.00 | 5300 | $132,500.00 |
| 46 | 2106.507 | SELECT GRANULAR EMBANKMENT (CV) (P) | C Y | $26.00 | 7126 | 63 | $1,638.00 | 7394 | $192,244.00 |
| 47 | 2112.519 | SUBGRADE PREPARATION | RDST | $300.00 | 63 | 0 | $0.00 | 63 | $18,900.00 |
| 48 | 2118.509 | AGGREGATE SURFACING CLASS 2 | TON | $100.00 | 10 | 0 | $0.00 | 0 | $0.00 |
| 49 | 2123.610 | STREET SWEEPER (WITH PICKUP BROOM) | HOUR | $165.00 | 20 | 0 | $0.00 | 65 | $10,725.00 |
| 50 | 2123.610 | UTILITY CREW | HOUR | $800.00 | 72 | 18 | $14,400.00 | 176.40525 | $141,124.20 |
| 51 | 2130.523 | WATER | MGAL | $35.00 | 118 | 0 | $0.00 | 112 | $3,920.00 |
| 52 | 2211.509 | AGGREGATE BASE CLASS 5 (P) | TON | $14.00 | 9860 | 607 | $8,498.00 | 11054.5 | $154,763.00 |
| 53 | 2215.504 | FULL DEPTH RECLAMATION | S Y | $4.00 | 1000 | 0 | $0.00 | 0 | $0.00 |
| 54 | 2231.604 | BITUMINOUS PATCH SPECIAL | S Y | $35.00 | 414 | 0 | $0.00 | 395 | $13,825.00 |
| 55 | 2232.504 | MILL BITUMINOUS SURFACE | S Y | $4.00 | 1200 | 0 | $0.00 | 0 | $0.00 |
| 56 | 2301.602 | DRILL & GROUT REINF BAR (EPOXY COATED) | EACH | $25.00 | 72 | 0 | $0.00 | 0 | $0.00 |

## Contract Item Status

| Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|
| 57 | 2331.603 | JOINT ADHESIVE | L F | $1.20 | 1856 | 0 | $0.00 | 0 | $0.00 |
| 58 | 2357.506 | BITUMINOUS MATERIAL FOR TACK COAT | GAL | $0.01 | 997 | 0 | $0.00 | 760 | $7.60 |
| 59 | 2360.504 | TYPE SP 9.5 WEAR CRS MIX(3;B) 3.0" THICK | S Y | $30.00 | 1630 | 0 | $0.00 | 1302.86 | $39,085.80 |
| 60 | 2360.509 | TYPE SP 9.5 WEARING COURSE MIX (3;B) | TON | $80.00 | 640 | 0 | $0.00 | 543.66 | $43,492.80 |
| 61 | 2360.509 | TYPE SP 12.5 WEARING COURSE MIX (2;B) | TON | $80.00 | 1330 | 0 | $0.00 | 124.81 | $9,984.80 |
| 62 | 2360.509 | TYPE SP 12.5 WEARING COURSE MIX (3;B) | TON | $78.00 | 1340 | 0 | $0.00 | 1437.46 | $112,121.88 |
| 63 | 2360.509 | TYPE SP 12.5 NON WEAR COURSE MIX (3;B) | TON | $75.00 | 2650 | 0 | $0.00 | 1478.7 | $110,902.50 |
| 64 | 2411.603 | CONCRETE STEPS-DESIGN SPECIAL | L F | $150.00 | 10 | 0 | $0.00 | 80 | $12,000.00 |
| 65 | 2411.618 | MODULAR BLOCK RETAINING WALL | S F | $40.00 | 340 | 383 | $15,320.00 | 383 | $15,320.00 |
| 66 | 2451.507 | COARSE FILTER AGGREGATE (LV) | C Y | $100.00 | 10 | 0 | $0.00 | 57 | $5,700.00 |
| 67 | 2501.502 | 12" RC PIPE APRON | EACH | $1,650.00 | 2 | 0 | $0.00 | 4 | $6,600.00 |
| 68 | 2501.602 | TRASH GUARD FOR 12" PIPE APRON | EACH | $850.00 | 2 | 0 | $0.00 | 4 | $3,400.00 |
| 69 | 2502.503 | 2" PVC PIPE DRAIN | L F | $50.00 | 30 | 0 | $0.00 | 0 | $0.00 |
| 70 | 2502.503 | 6" PE PIPE DRAIN | L F | $25.00 | 500 | 0 | $0.00 | 1020 | $25,500.00 |
| 71 | 2502.503 | 4" PERF PVC PIPE DRAIN | L F | $25.00 | 4348 | 0 | $0.00 | 3542 | $88,550.00 |
| 72 | 2502.601 | DRAINAGE SYSTEM | LS | $140,000.00 | 1 | 0 | $0.00 | 0.84 | $117,600.00 |
| 73 | 2502.602 | 4" PVC PIPE DRAIN CLEANOUT | EACH | $350.00 | 38 | 0 | $0.00 | 29 | $10,150.00 |
| 74 | 2502.602 | 6" PVC PIPE DRAIN CLEANOUT | EACH | $450.00 | 6 | 0 | $0.00 | 10 | $4,500.00 |
| 75 | 2503.503 | 12" RC PIPE SEWER DES 3006 CL V | L F | $50.00 | 648 | 0 | $0.00 | 642 | $32,100.00 |
| 76 | 2503.503 | 15" RC PIPE SEWER DES 3006 CL V | L F | $57.00 | 1844 | 0 | $0.00 | 2047 | $116,679.00 |
| 77 | 2503.503 | 18" RC PIPE SEWER DES 3006 CL V | L F | $80.00 | 323 | 0 | $0.00 | 323 | $25,840.00 |
| 78 | 2503.503 | 21" RC PIPE SEWER DES 3006 CL III | L F | $92.00 | 394 | 0 | $0.00 | 394 | $36,248.00 |
| 79 | 2503.602 | CONSTRUCT BULKHEAD | EACH | $450.00 | 8 | 0 | $0.00 | 13 | $5,850.00 |

**Contract Item Status**

| Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|
| 80 | 2503.602 | CONNECT TO EXISTING SANITARY SEWER | EACH | $930.00 | 17 | 0 | $0.00 | 19 | $17,670.00 |
| 81 | 2503.602 | CONNECT TO EXISTING STORM SEWER | EACH | $1,100.00 | 5 | 0 | $0.00 | 12 | $13,200.00 |
| 82 | 2503.602 | CONNECT TO EXISTING SANITARY SEWER SER | EACH | $325.00 | 15 | 0 | $0.00 | 13 | $4,225.00 |
| 83 | 2503.602 | 8"X4" PVC WYE | EACH | $400.00 | 11 | 0 | $0.00 | 11 | $4,400.00 |
| 84 | 2503.602 | TELEVISE SANITARY SEWER SERVICE | EACH | $300.00 | 4 | 0 | $0.00 | 4 | $1,200.00 |
| 85 | 2503.602 | LINING SEWER PIPE LATERAL | EACH | $3,700.00 | 4 | 0 | $0.00 | 4 | $14,800.00 |
| 86 | 2503.603 | 4" PVC PIPE SEWER | L F | $85.00 | 55 | 0 | $0.00 | 101 | $8,585.00 |
| 87 | 2503.603 | 8" PVC PIPE SEWER | L F | $75.00 | 703 | 0 | $0.00 | 723 | $54,225.00 |
| 88 | 2503.603 | LINING SEWER PIPE 8" | L F | $35.00 | 1488 | 0 | $0.00 | 1498 | $52,430.00 |
| 89 | 2503.603 | 12" HDPE PIPE SEWER | L F | $32.00 | 125 | 0 | $0.00 | 123 | $3,936.00 |
| 90 | 2503.603 | LINING SEWER PIPE LATERAL | L F | $50.00 | 40 | 0 | $0.00 | 20 | $1,000.00 |
| 91 | 2503.603 | TELEVISE SANITARY SEWER | L F | $3.10 | 1406 | 0 | $0.00 | 0 | $0.00 |
| 92 | 2504.601 | TEMPORARY WATER SERVICE | LS | $10,000.00 | 1 | 0 | $0.00 | 1 | $10,000.00 |
| 93 | 2504.602 | CONNECT TO EXISTING WATER MAIN | EACH | $2,000.00 | 10 | 0 | $0.00 | 14 | $28,000.00 |
| 94 | 2504.602 | CONNECT TO EXISTING WATER SERVICE | EACH | $520.00 | 24 | 0 | $0.00 | 25 | $13,000.00 |
| 95 | 2504.602 | HYDRANT | EACH | $6,600.00 | 6 | 0 | $0.00 | 6 | $39,600.00 |
| 96 | 2504.602 | ADJUST GATE VALVE & BOX | EACH | $375.00 | 19 | 0 | $0.00 | 21 | $7,875.00 |
| 97 | 2504.602 | 1" CORPORATION STOP | EACH | $535.00 | 24 | 0 | $0.00 | 26 | $13,910.00 |
| 98 | 2504.602 | 2" CORPORATION STOP | EACH | $1,250.00 | 1 | 0 | $0.00 | 2 | $2,500.00 |
| 99 | 2504.602 | 6" GATE VALVE & BOX | EACH | $1,900.00 | 6 | 0 | $0.00 | 10 | $19,000.00 |
| 100 | 2504.602 | 8" GATE VALVE & BOX | EACH | $2,500.00 | 13 | 0 | $0.00 | 11 | $27,500.00 |
| 101 | 2504.602 | 10" GATE VALVE & BOX | EACH | $3,500.00 | 1 | 0 | $0.00 | 2 | $7,000.00 |
| 102 | 2504.602 | 12" GATE VALVE & BOX | EACH | $4,000.00 | 2 | 0 | $0.00 | 8 | $32,000.00 |
| 103 | 2504.602 | 1" CURB STOP & BOX | EACH | $650.00 | 24 | 0 | $0.00 | 26 | $16,900.00 |

**Contract Item Status**

| Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|
| 104 | 2504.602 | 2" CURB STOP & BOX | EACH | $1,450.00 | 1 | 0 | $0.00 | 2 | $2,900.00 |
| 105 | 2504.602 | LOWER WATERMAIN | EACH | $7,200.00 | 3 | 0 | $0.00 | 3 | $21,600.00 |
| 106 | 2504.603 | 6" WATERMAIN DUCTILE IRON CL 52 | L F | $65.00 | 130 | 0 | $0.00 | 143 | $9,295.00 |
| 107 | 2504.603 | 6" PVC WATERMAIN | L F | $50.00 | 81 | 0 | $0.00 | 107 | $5,350.00 |
| 108 | 2504.603 | 8" PVC WATERMAIN | L F | $60.00 | 867 | 0 | $0.00 | 1174 | $70,440.00 |
| 109 | 2504.603 | 8" PVC WATERMAIN (DIRECTIONAL DRILLED) | L F | $60.00 | 1555 | 0 | $0.00 | 1251 | $75,060.00 |
| 110 | 2504.603 | 10" PVC WATERMAIN | L F | $75.00 | 122 | 0 | $0.00 | 131 | $9,825.00 |
| 111 | 2504.603 | 12" PVC WATERMAIN | L F | $75.00 | 394 | 0 | $0.00 | 389 | $29,175.00 |
| 112 | 2504.603 | 1" HDPE WATER SERVICE PIPE | L F | $30.00 | 764 | 0 | $0.00 | 1003 | $30,090.00 |
| 113 | 2504.603 | 2" HDPE WATER SERVICE PIPE | L F | $40.00 | 13 | 0 | $0.00 | 50 | $2,000.00 |
| 114 | 2504.604 | 4" POLYSTYRENE INSULATION | S Y | $40.00 | 21 | 0 | $0.00 | 8.85 | $354.00 |
| 115 | 2504.608 | DUCTILE IRON FITTINGS | LB | $10.00 | 3078 | 0 | $0.00 | 4207 | $42,070.00 |
| 116 | 2506.502 | CONST DRAINAGE STRUCTURE DESIGN G | EACH | $2,500.00 | 8 | 0 | $0.00 | 0 | $0.00 |
| 117 | 2506.502 | CASTING ASSEMBLY | EACH | $950.00 | 55 | 0 | $0.00 | 50 | $47,500.00 |
| 118 | 2506.503 | CONST DRAINAGE STRUCTURE DES 48-4020 | L F | $450.00 | 156 | 0 | $0.00 | 203.34 | $91,503.00 |
| 119 | 2506.503 | CONST DRAINAGE STRUCTURE DES 60-4020 | L F | $550.00 | 10.1 | 0 | $0.00 | 8.81 | $4,845.50 |
| 120 | 2506.503 | CONST DRAINAGE STRUCTURE DES 72-4020 | L F | $950.00 | 5.4 | 0 | $0.00 | 5.2 | $4,940.00 |
| 121 | 2506.602 | ADJUST FRAME & RING CASTING | EACH | $850.00 | 29 | 0 | $0.00 | 29 | $24,650.00 |
| 122 | 2506.602 | SEAL MANHOLE | EACH | $1,200.00 | 1 | 0 | $0.00 | 0 | $0.00 |
| 123 | 2506.602 | CONST DRAINAGE STRUCTURE DESIGN SPECIAL | EACH | $1,900.00 | 21 | 0 | $0.00 | 21 | $39,900.00 |
| 124 | 2506.602 | CONST DRAINAGE STRUCTURE DESIGN SPEC 2 | EACH | $4,700.00 | 1 | 0 | $0.00 | 1 | $4,700.00 |
| 125 | 2506.602 | CHIMNEY SEALS | EACH | $300.00 | 55 | 3 | $900.00 | 74 | $22,200.00 |
| 126 | 2506.603 | CONSTRUCT 8" OUTSIDE DROP | L F | $90.00 | 8 | 0 | $0.00 | 8 | $720.00 |

**Contract Item Status**

| Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|
| 127 | 2506.603 | CONSTRUCT 48" DIA SAN MANHOLE | L F | $615.00 | 82.3 | 0 | $0.00 | 84.35 | $51,875.25 |
| 128 | 2511.507 | RANDOM RIPRAP CLASS III | C Y | $210.00 | 10 | 0 | $0.00 | 0 | $0.00 |
| 129 | 2511.507 | GRANULAR FILTER | C Y | $150.00 | 5 | 0 | $0.00 | 0 | $0.00 |
| 130 | 2521.518 | 4" CONCRETE WALK | S F | $7.50 | 524 | 0 | $0.00 | 4366 | $32,745.00 |
| 131 | 2521.518 | 6" CONCRETE WALK | S F | $6.50 | 19690 | 0 | $0.00 | 19266 | $125,229.00 |
| 132 | 2521.518 | 3" BITUMINOUS WALK | S F | $3.50 | 1810 | 0 | $0.00 | 168 | $588.00 |
| 133 | 2531.503 | CONCRETE CURB & GUTTER DESIGN B618 | L F | $15.00 | 4985 | 0 | $0.00 | 5002.8 | $75,042.00 |
| 134 | 2531.503 | CONCRETE CURB & GUTTER DESIGN S518 (MOD) | L F | $18.50 | 1050 | 0 | $0.00 | 936 | $17,316.00 |
| 135 | 2531.504 | 6" CONCRETE DRIVEWAY PAVEMENT | S Y | $75.00 | 375 | 0 | $0.00 | 567 | $42,525.00 |
| 136 | 2531.618 | TRUNCATED DOMES | S F | $50.00 | 175 | 0 | $0.00 | 188 | $9,400.00 |
| 137 | 2535.503 | BITUMINOUS CURB | L F | $12.00 | 900 | 0 | $0.00 | 0 | $0.00 |
| 138 | 2540.602 | INSTALL MAIL BOX SUPPORT | EACH | $125.00 | 2 | 0 | $0.00 | 0 | $0.00 |
| 139 | 2540.602 | MAIL BOX | EACH | $75.00 | 2 | 0 | $0.00 | 0 | $0.00 |
| 140 | 2540.602 | MAIL BOX (TEMPORARY) | EACH | $100.00 | 2 | 0 | $0.00 | 0 | $0.00 |
| 141 | 2545.502 | LIGHT FOUNDATION DESIGN E MODIFIED | EACH | $900.00 | 2 | 0 | $0.00 | 2 | $1,800.00 |
| 142 | 2545.502 | LIGHT FOUNDATION DESIGN P MOD | EACH | $900.00 | 19 | 0 | $0.00 | 19 | $17,100.00 |
| 143 | 2545.502 | SERVICE CABINET | EACH | $6,500.00 | 1 | 0 | $0.00 | 1 | $6,500.00 |
| 144 | 2545.502 | SERVICE EQUIPMENT | EACH | $1,000.00 | 1 | 0 | $0.00 | 1 | $1,000.00 |
| 145 | 2545.502 | EQUIPMENT PAD | EACH | $1,000.00 | 1 | 0 | $0.00 | 1 | $1,000.00 |
| 146 | 2545.502 | HANDHOLE | EACH | $650.00 | 21 | 0 | $0.00 | 22 | $14,300.00 |
| 147 | 2545.503 | 2" NON-METALLIC CONDUIT | L F | $5.00 | 7200 | 0 | $0.00 | 7500 | $37,500.00 |
| 148 | 2545.503 | 6" NON METALLIC CONDUIT | L F | $30.00 | 180 | 0 | $0.00 | 1190 | $35,700.00 |
| 149 | 2557.603 | INSTALL FENCE | L F | $23.00 | 140 | 0 | $0.00 | 140 | $3,220.00 |
| 150 | 2563.601 | TRAFFIC CONTROL | LS | $170,000.00 | 1 | 0 | $0.00 | 1 | $170,000.00 |

**Contract Item Status**

| Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|
| 151 | 2564.502 | OBJECT MARKER TYPE X4-2 | EACH | $50.00 | 10 | 0 | $0.00 | 10 | $500.00 |
| 152 | 2564.518 | SIGN PANELS TYPE C | S F | $55.00 | 156 | 0 | $0.00 | 61.25 | $3,368.75 |
| 153 | 2564.518 | SIGN PANELS TYPE SPECIAL | S F | $55.00 | 18 | 0 | $0.00 | 0 | $0.00 |
| 154 | 2564.602 | INSTALL SIGN TYPE SPECIAL | EACH | $100.00 | 6 | 0 | $0.00 | 0 | $0.00 |
| 155 | 2571.524 | CONIFEROUS TREE 6' HT B&B | TREE | $650.00 | 10 | 0 | $0.00 | 0 | $0.00 |
| 156 | 2571.524 | DECIDUOUS TREE 2" CAL B&B | TREE | $650.00 | 17 | 0 | $0.00 | 0 | $0.00 |
| 157 | 2571.524 | DECIDUOUS TREE 2.5" CAL B&B | TREE | $650.00 | 50 | 0 | $0.00 | 0 | $0.00 |
| 158 | 2571.525 | DECIDUOUS SHRUB NO 2 CONT | SHRB | $60.00 | 100 | 0 | $0.00 | 0 | $0.00 |
| 159 | 2571.525 | DECIDUOUS SHRUB NO 5 CONT | SHRB | $70.00 | 193 | 0 | $0.00 | 0 | $0.00 |
| 160 | 2571.527 | PERENNIAL NO 1 CONT | PLT | $25.00 | 900 | 0 | $0.00 | 0 | $0.00 |
| 161 | 2572.510 | PRUNE TREES | HOUR | $350.00 | 3 | 0 | $0.00 | 0 | $0.00 |
| 162 | 2573.501 | STABILIZED CONSTRUCTION EXIT | LS | $3,500.00 | 1 | 0 | $0.00 | 1 | $3,500.00 |
| 163 | 2573.502 | STORM DRAIN INLET PROTECTION | EACH | $125.00 | 54 | 0 | $0.00 | 51 | $6,375.00 |
| 164 | 2573.503 | SILT FENCE; TYPE MS | L F | $3.00 | 1000 | 0 | $0.00 | 0 | $0.00 |
| 165 | 2573.503 | SEDIMENT CONTROL LOG TYPE WOOD CHIP | L F | $3.00 | 7432 | 300 | $900.00 | 2941 | $8,823.00 |
| 166 | 2574.507 | COMMON TOPSOIL BORROW | C Y | $30.00 | 1104 | 0 | $0.00 | 1050 | $31,500.00 |
| 167 | 2574.507 | COMPOST GRADE 2 | C Y | $50.00 | 750 | 0 | $0.00 | 801.5 | $40,075.00 |
| 168 | 2575.504 | SODDING TYPE LAWN | S Y | $5.00 | 9050 | 0 | $0.00 | 0 | $0.00 |
| 169 | 2575.504 | EROSION CONTROL BLANKETS CATEGORY 3N | S Y | $3.50 | 2100 | 0 | $0.00 | 1787 | $6,254.50 |
| 170 | 2575.504 | RAPID STABILIZATION METHOD 4 | S Y | $4.00 | 322 | 0 | $0.00 | 1202.2 | $4,808.80 |
| 171 | 2575.505 | SEEDING | ACRE | $1,800.00 | 1.8 | 0 | $0.00 | 0.65 | $1,170.00 |
| 172 | 2575.507 | MULCH MATERIAL TYPE 6 | C Y | $85.00 | 40 | 0 | $0.00 | 0 | $0.00 |
| 173 | 2575.508 | SEED MIXTURE 33-261 | LB | $35.00 | 63 | 2.5 | $87.50 | 95 | $3,325.00 |
| 174 | 2575.508 | HYDRAULIC MULCH MATRIX | LB | $2.10 | 3740 | 150 | $315.00 | 4390 | $9,219.00 |

## Contract Item Status

| Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|
| 175 | 2575.523 | WATER | MGAL | $10.00 | 250 | 0 | $0.00 | 0 | $0.00 |
| 176 | 2582.503 | 4" SOLID LINE PAINT | L F | $1.00 | 315 | 0 | $0.00 | 0 | $0.00 |
| 177 | 2582.503 | 4" DBLE SOLID LINE PAINT | L F | $1.60 | 105 | 0 | $0.00 | 0 | $0.00 |
| 178 | 2582.503 | 4" SOLID LINE MULTI COMP GR IN | L F | $1.00 | 3760 | 0 | $0.00 | 0 | $0.00 |
| 179 | 2582.503 | 24" SOLID LINE MULTI COMP GR IN | L F | $16.00 | 56 | 0 | $0.00 | 0 | $0.00 |
| 180 | 2582.503 | 4" BROKEN LINE MULTI COMP GR IN | L F | $0.80 | 263 | 0 | $0.00 | 0 | $0.00 |
| 181 | 2582.503 | 4" DBLE SOLID LINE MULTI COMP GR IN | L F | $2.20 | 2110 | 0 | $0.00 | 0 | $0.00 |
| 182 | 2582.518 | PAVT MSSG PREF THERMO GR IN | S F | $22.00 | 201 | 0 | $0.00 | 0 | $0.00 |
| 183 | 2582.518 | CROSSWALK PREF THERMO GR IN | S F | $15.00 | 840 | 0 | $0.00 | 0 | $0.00 |
| 184 | 2504.601 | IRRIGATION SYSTEM | LS | $25,000.00 | 1 | 0 | $0.00 | 0 | $0.00 |
| 185 | 2575.501 | TURF ESTABLISHMENT | LS | $20,000.00 | 1 | 0 | $0.00 | 0 | $0.00 |
| **Bid Totals:** | | | | | | | **$49,096.80** | | **$4,020,263.43** |

## Project Category Totals

| Category | Amount This Voucher | Amount To Date |
|---|---|---|
| Schedule A: Base Bid | $49,096.80 | $4,020,263.43 |
| Schedule B: Irrigation System & Turf Establishment | $0.00 | $0.00 |

## Contract Change Item Status

| CC | CC No. | Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CO | 1 | 186 | 1402.601 | FORCE ACCOUNT | LS | $3,520.00 | 1 | 1 | $3,520.00 | 1 | $3,520.00 |
| CO | 1 | 187 | 1402.601 | FORCE ACCOUNT | LS | $10,254.20 | 1 | 1 | $10,254.20 | 1 | $10,254.20 |
| CO | 1 | 188 | 2360.603 | Bituminous Curb Wedge | LF | $9.71 | 1400 | 1400 | $13,594.00 | 1400 | $13,594.00 |
| **Contract Change Totals:** | | | | | | | | | **$27,368.20** | | **$27,368.20** |

**Contract Change Totals**

| No. | Contract Change | Description | Amount This Voucher | Amount To Date |
|---|---|---|---|---|
| 1 | CO | In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.<br><br>The Engineer in concurrence with the City of North St. Paul, have agreed to replace the fencing material that was planned to be salvaged from station 26+00 to 28+00 on 7th Avenue . During salvage operations, the existing plastic fence was not in a condition where salvaging and reinstalling is possible. It was decided that purchasing a similar looking fence was the best alternative.<br><br>The Engineer in concurrence with the City of North St. Paul, have agreed that 3 light pole bases be poured cast in place due to the existing underground 3 phase power cable. Due to the depth of the in place power cables, cast in place is required to install the bases and miss the power cables. The bases are located at stations 21+25, 22+75, and 24+40 on 7th Avenue.<br><br>This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at Force Account.<br><br>The Engineer in concurrence with the City of North St. Paul, have agreed that bituminous wedging the ends of the concrete medians and curb bump outs for winter plowing operations is necessary to protect the newly poured curb and gutter. Final lift of bituminous is scheduled for the spring of 2021, thereby leaving a 1.5" lip on the curb and gutter.<br><br>This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at negotiated unit prices. | $27,368.20 | $27,368.20 |

**Material On Hand Additions**

| Line No. | Item | Description | Date | Added | Comments |
|---|---|---|---|---|---|
| | | | | | |

**Material On Hand Balance**

| Line No. | Item | Description | Date | Added | Used | Remaining |
|---|---|---|---|---|---|---|
| | | | | | | |

January 11, 2021

Mr. Scott Duddeck
City Manager
City of North St. Paul
2400 Margaret Street
North St. Paul, MN 55109

Re: Construction Pay Voucher No. 7
CSAH 68 (McKnight Road) Intersection Improvements Project
City Project No. 19-02
City of North St. Paul, MN
WSB Project No. R-013350-000

Dear Mr. Duddeck:

Please find enclosed Construction Pay Voucher No. 7 (in triplicate) in the amount of $88,579.48 for the above-referenced project. The quantities completed to date have been reviewed and agreed upon by the contractor, and we hereby recommend that the City of North St. Paul approve Construction Pay Voucher No. 7 in the amount of $88,579.48 for Rachel Contracting, Inc.

Once processed, please keep one copy for your records and return two copies to our office, one for the contractor and one for our files.

If you have any questions, please contact me at 612.360.1310. Thank you.

Sincerely,

WSB

Paul Kyle, PE
Project Manager

Attachments

cc: Morgan Dawley, WSB
David Mitchell, Rachel Contracting, LLC
Dexter Kolles, Rachel Contracting, LLC

rrh

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

CSAH 68 (McKnight Road)
Intersection Improvements

# Pay Voucher 7

wsb

| | | | |
|---|---|---|---|
| **Client:** | City of North St. Paul<br>2400 Margaret Street<br>North St Paul, MN 55109-3003 | **Contractor:** | Rachel Contracting, Inc.<br>4125 Napier Court NE<br>St. Michael, MN 55376 |

| |
|---|
| **WSB Project No.:** R-013350-000 |
| **Client Project No.:** City Project No. C.P. 19-02 |
| **State Project No.:** S.A.P. 151-020-033 / 151-268-001 / 062-668-057 |
| **Federal Project No.:** |

| **Contract Amount** | | **Funds Encumbered** | |
|---|---|---|---|
| Original Contract | $2,185,876.70 | Original | $2,185,876.70 |
| Contract Changes | $89,098.80 | Additional | N/A |
| Revised Contract | $2,274,975.50 | Total | $2,185,876.70 |

| **Work Certified To Date** | |
|---|---|
| Base Bid Items | $2,146,054.77 |
| Contract Changes | $145,362.80 |
| Material On Hand | $0.00 |
| Total | $2,291,417.57 |

| Work Certified This Voucher | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Voucher | Total Amount Paid To Date |
|---|---|---|---|---|---|
| $20,881.00 | $2,291,417.57 | $45,828.35 | $2,157,009.74 | $88,579.48 | $2,245,589.22 |
| | | Percent Retained: 2% | | | Percent Complete: 100.72% |

This is to certify that the items of work shown in this Pay Voucher have been actually furnished for the work comprising the above-mentioned project in accordance with the plans and specifications heretofore approved.

Approved By WSB

Project Engineer

January 11, 2021
Date

Approved By Rachel Contracting, Inc.

1/13/2021
Date

Approved By City of North St. Paul

Date

| Payment Summary | | | | |
|---|---|---|---|---|
| No. | Up Through Date | Work Certified Per Voucher | Amount Retained Per Voucher | Amount Paid Per Voucher |
| 1 | 05/22/20 | $543,147.35 | $27,157.37 | $515,989.98 |
| 2 | 06/04/20 | $256,601.25 | $12,830.06 | $243,771.19 |
| 3 | 07/07/20 | $455,881.96 | $22,794.10 | $433,087.86 |
| 4 | 08/24/20 | $529,852.08 | $26,492.60 | $503,359.48 |
| 5 | 09/25/20 | $430,063.70 | $21,503.19 | $408,560.51 |
| 6 | 10/27/20 | $54,990.23 | $2,749.51 | $52,240.72 |
| 7 | 01/11/21 | $20,881.00 | ($67,698.48) | $88,579.48 |

| Funding Category Name | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Voucher | Total Amount Paid To Date |
|---|---|---|---|---|---|
| Sanitary C.P. 19-02 Local | $61,167.60 | $1,223.35 | $58,109.22 | $1,835.03 | $59,944.25 |
| Storm 151-020-033 | $204,546.60 | $4,090.93 | $194,319.27 | $6,136.40 | $200,455.67 |
| Storm 151-268-001 | $133,873.40 | $2,677.47 | $127,179.73 | $4,016.20 | $131,195.93 |
| Storm-C.P. 19-02 Local | $140,750.00 | $2,815.00 | $133,712.50 | $4,222.50 | $137,935.00 |
| Surface 062-668-057-Ramsey Co. | $13,600.00 | $272.00 | $0.00 | $13,328.00 | $13,328.00 |
| Surface 151-020-033 | $1,031,044.27 | $20,620.89 | $979,492.06 | $30,931.32 | $1,010,423.38 |
| Surface 151-268-001 | $507,905.80 | $10,158.12 | $475,593.56 | $22,154.12 | $497,747.68 |
| Surface-C.P. 19-02/Local | $25,686.80 | $513.74 | $24,402.46 | $770.60 | $25,173.06 |
| Water C.P. 19-02 Local | $172,843.10 | $3,456.86 | $164,200.94 | $5,185.30 | $169,386.24 |

| Accounting Number | Funding Source | Amount Paid This Voucher | Revised Contract Amount | Funds Encumbered To Date | Paid Contractor To Date |
|---|---|---|---|---|---|
| 048 | Local Water | $5,185.30 | | | $169,386.24 |
| 049 | Local Sanitary / Water | $1,835.03 | | | $59,944.25 |
| 052 | Local Storm Sewer | $14,375.10 | | | $469,586.60 |
| 450 | Local Roadway | $67,184.05 | | | $1,546,672.13 |

| Contract Item Status | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
| 1 | 2021.501 | MOBILIZATION | LS | $179,700.00 | 1 | 0 | $0.00 | 0.9 | $161,730.00 |
| 2 | 2101.524 | CLEARING | TREE | $300.00 | 2 | 0 | $0.00 | 0 | $0.00 |
| 3 | 2101.524 | GRUBBING | TREE | $300.00 | 2 | 0 | $0.00 | 0 | $0.00 |
| 4 | 2102.503 | PAVEMENT MARKING REMOVAL | L F | $2.00 | 2792 | 0 | $0.00 | 0 | $0.00 |
| 5 | 2104.502 | REMOVE MANHOLE OR CATCH BASIN | EACH | $1,000.00 | 13 | 0 | $0.00 | 14 | $14,000.00 |
| 6 | 2104.502 | REMOVE CASTING | EACH | $500.00 | 4 | 0 | $0.00 | 5 | $2,500.00 |
| 7 | 2104.502 | REMOVE SIGN TYPE C | EACH | $50.00 | 16 | 0 | $0.00 | 16 | $800.00 |
| 8 | 2104.502 | REMOVE SIGN TYPE D | EACH | $100.00 | 2 | 0 | $0.00 | 2 | $200.00 |
| 9 | 2104.503 | SAWING CONCRETE PAVEMENT (FULL DEPTH) | L F | $6.00 | 65 | 0 | $0.00 | 12 | $72.00 |

**Contract Item Status**

| Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|
| 10 | 2104.503 | SAWING BIT PAVEMENT (FULL DEPTH) | L F | $3.00 | 4838 | 0 | $0.00 | 5623 | $16,869.00 |
| 11 | 2104.503 | REMOVE WATER MAIN | L F | $25.00 | 236 | 0 | $0.00 | 235 | $5,875.00 |
| 12 | 2104.503 | REMOVE SEWER PIPE (STORM) | L F | $28.00 | 611 | 0 | $0.00 | 614 | $17,192.00 |
| 13 | 2104.503 | REMOVE SEWER PIPE (SANITARY) | L F | $26.00 | 84 | 0 | $0.00 | 80 | $2,080.00 |
| 14 | 2104.503 | REMOVE CURB & GUTTER | L F | $3.00 | 3557 | 0 | $0.00 | 3556 | $10,668.00 |
| 15 | 2104.504 | REMOVE BITUMINOUS PAVEMENT | S Y | $3.00 | 5299 | 0 | $0.00 | 4731 | $14,193.00 |
| 16 | 2104.518 | REMOVE BITUMINOUS WALK | S F | $1.50 | 7009 | 0 | $0.00 | 7550 | $11,325.00 |
| 17 | 2104.518 | REMOVE CONCRETE WALK | S F | $0.50 | 3463 | 0 | $0.00 | 3766 | $1,883.00 |
| 18 | 2105.504 | GEOTEXTILE FABRIC TYPE 5 | S Y | $2.00 | 3564 | 0 | $0.00 | 3805 | $7,610.00 |
| 19 | 2105.601 | DEWATERING | LS | $35,000.00 | 1 | 0 | $0.00 | 1 | $35,000.00 |
| 20 | 2105.604 | POLYETHYLENE SHEET | S Y | $14.00 | 273 | 0 | $0.00 | 273 | $3,822.00 |
| 21 | 2106.507 | EXCAVATION - COMMON (P) | C Y | $13.00 | 3956 | 0 | $0.00 | 3956 | $51,428.00 |
| 22 | 2106.507 | EXCAVATION - SUBGRADE (P) | C Y | $13.00 | 2762 | 0 | $0.00 | 2762 | $35,906.00 |
| 23 | 2106.507 | SELECT GRANULAR EMBANKMENT (CV) (P) | C Y | $15.00 | 2788 | 0 | $0.00 | 1459 | $21,885.00 |
| 24 | 2106.507 | COMMON EMBANKMENT (CV) (P) | C Y | $13.00 | 645 | 0 | $0.00 | 645 | $8,385.00 |
| 25 | 2123.610 | STREET SWEEPER (WITH PICKUP BROOM) | HOUR | $135.00 | 100 | 15 | $2,025.00 | 61.75 | $8,336.25 |
| 26 | 2123.610 | 1.5 CU YD BACKHOE | HOUR | $200.00 | 40 | 0 | $0.00 | 19 | $3,800.00 |
| 27 | 2130.523 | WATER | MGAL | $56.00 | 50 | 0 | $0.00 | 26 | $1,456.00 |
| 28 | 2211.507 | AGGREGATE BASE (CV) CLASS 5 | C Y | $30.00 | 2645 | 0 | $0.00 | 2309.44 | $69,283.20 |
| 29 | 2232.504 | MILL BITUMINOUS SURFACE (2.0") | S Y | $1.25 | 6794 | 0 | $0.00 | 9400 | $11,750.00 |
| 30 | 2357.506 | BITUMINOUS MATERIAL FOR TACK COAT | GAL | $1.00 | 1195 | 0 | $0.00 | 985 | $985.00 |
| 31 | 2360.509 | TYPE SP 12.5 WEARING COURSE MIX (4;B) | TON | $72.25 | 2480 | 0 | $0.00 | 2769.68 | $200,109.38 |
| 32 | 2360.509 | TYPE SP 12.5 NON WEAR COURSE MIX (4;B) | TON | $72.00 | 535 | 0 | $0.00 | 409.33 | $29,471.76 |
| 33 | 2501.502 | 15" RC PIPE APRON | EACH | $1,550.00 | 2 | 0 | $0.00 | 2 | $3,100.00 |

**Contract Item Status**

| Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|
| 34 | 2501.502 | 18" RC PIPE APRON | EACH | $1,625.00 | 4 | 0 | $0.00 | 4 | $6,500.00 |
| 35 | 2501.502 | 24" RC PIPE APRON | EACH | $1,725.00 | 1 | 0 | $0.00 | 1 | $1,725.00 |
| 36 | 2501.502 | 36" SPAN RC PIPE-ARCH APRON | EACH | $2,250.00 | 1 | 0 | $0.00 | 1 | $2,250.00 |
| 37 | 2501.602 | TRASH GUARD FOR 15" PIPE APRON | EACH | $356.00 | 2 | 0 | $0.00 | 2 | $712.00 |
| 38 | 2501.602 | TRASH GUARD FOR 18" PIPE APRON | EACH | $400.00 | 4 | 0 | $0.00 | 4 | $1,600.00 |
| 39 | 2501.602 | TRASH GUARD FOR 24" PIPE APRON | EACH | $620.00 | 1 | 0 | $0.00 | 1 | $620.00 |
| 40 | 2501.602 | TRASH GUARD FOR 36" SPAN PIPE APRON | EACH | $925.00 | 1 | 0 | $0.00 | 1 | $925.00 |
| 41 | 2502.503 | 8" PVC PIPE DRAIN | L F | $45.50 | 368 | 0 | $0.00 | 354 | $16,107.00 |
| 42 | 2502.503 | 6" PERF TP PIPE DRAIN | L F | $17.00 | 1372 | 0 | $0.00 | 514 | $8,738.00 |
| 43 | 2502.602 | 8" PVC PIPE DRAIN CLEANOUT | EACH | $1,126.00 | 4 | 0 | $0.00 | 4 | $4,504.00 |
| 44 | 2503.503 | 36" SPAN RC PIPE-ARCH SEWER CL IIA | L F | $175.00 | 60 | 0 | $0.00 | 165 | $28,875.00 |
| 45 | 2503.503 | 12" RC PIPE SEWER DES 3006 CL V | L F | $60.00 | 410 | 0 | $0.00 | 434 | $26,040.00 |
| 46 | 2503.503 | 15" RC PIPE SEWER DES 3006 CL V | L F | $66.00 | 405 | 0 | $0.00 | 417 | $27,522.00 |
| 47 | 2503.503 | 18" RC PIPE SEWER DES 3006 | L F | $68.00 | 151 | 0 | $0.00 | 152 | $10,336.00 |
| 48 | 2503.503 | 24" RC PIPE SEWER DES 3006 | L F | $82.00 | 323 | 0 | $0.00 | 250 | $20,500.00 |
| 49 | 2503.601 | SANITARY SEWER BYPASS PUMPING | L S | $17,500.00 | 1 | 0 | $0.00 | 1 | $17,500.00 |
| 50 | 2503.602 | CONSTRUCT BULKHEAD | EACH | $500.00 | 1 | 0 | $0.00 | 1 | $500.00 |
| 51 | 2503.602 | CONNECT TO EXISTING SANITARY SEWER | EACH | $10,650.00 | 1 | 0 | $0.00 | 1 | $10,650.00 |
| 52 | 2503.602 | CONNECT TO EXISTING STORM SEWER | EACH | $2,051.00 | 9 | 0 | $0.00 | 11 | $22,561.00 |
| 53 | 2503.602 | CONNECT INTO EXISTING DRAINAGE STRUCTURE | EACH | $5,000.00 | 3 | 0 | $0.00 | 3 | $15,000.00 |
| 54 | 2503.603 | 6" PVC PIPE SEWER | L F | $40.50 | 40 | 0 | $0.00 | 42 | $1,701.00 |
| 55 | 2503.603 | 10" PVC PIPE SEWER | L F | $45.00 | 513 | 0 | $0.00 | 513 | $23,085.00 |
| 56 | 2504.602 | CONNECT TO EXISTING WATER MAIN | EACH | $4,260.00 | 6 | 0 | $0.00 | 7 | $29,820.00 |

**Contract Item Status**

| Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|
| 57 | 2504.602 | HYDRANT | EACH | $5,240.00 | 2 | 0 | $0.00 | 2 | $10,480.00 |
| 58 | 2504.602 | 6" GATE VALVE & BOX | EACH | $1,575.00 | 4 | 0 | $0.00 | 4 | $6,300.00 |
| 59 | 2504.602 | 8" GATE VALVE & BOX | EACH | $2,300.00 | 1 | 0 | $0.00 | 1 | $2,300.00 |
| 60 | 2504.602 | 12" GATE VALVE & BOX | EACH | $3,850.00 | 2 | 0 | $0.00 | 3 | $11,550.00 |
| 61 | 2504.603 | 6" WATERMAIN DUCTILE IRON CL 52 | L F | $59.00 | 59 | 0 | $0.00 | 53 | $3,127.00 |
| 62 | 2504.603 | 6" PVC WATERMAIN | L F | $45.00 | 69 | 0 | $0.00 | 73 | $3,285.00 |
| 63 | 2504.603 | 8" PVC WATERMAIN | L F | $51.00 | 60 | 0 | $0.00 | 49 | $2,499.00 |
| 64 | 2504.603 | 12" PVC WATERMAIN | L F | $48.00 | 653 | 0 | $0.00 | 839 | $40,272.00 |
| 65 | 2504.604 | 4" INSULATION | S Y | $66.00 | 7 | 0 | $0.00 | 10.5 | $693.00 |
| 66 | 2504.608 | DUCTILE IRON FITTINGS | LB | $19.50 | 1011 | 0 | $0.00 | 1982 | $38,649.00 |
| 67 | 2506.502 | CASTING ASSEMBLY | EACH | $1,470.00 | 32 | 0 | $0.00 | 40 | $58,800.00 |
| 68 | 2506.503 | CONST DRAINAGE STRUCTURE DESIGN G | L F | $620.00 | 8.6 | 0 | $0.00 | 8.6 | $5,332.00 |
| 69 | 2506.503 | CONST DRAINAGE STRUCTURE DESIGN H | L F | $535.00 | 20.6 | 0 | $0.00 | 20.6 | $11,021.00 |
| 70 | 2506.503 | CONST DRAINAGE STRUCTURE DESIGN SD-60 | L F | $697.00 | 7.6 | 0 | $0.00 | 7.6 | $5,297.20 |
| 71 | 2506.503 | CONST DRAINAGE STRUCTURE DESIGN SD-72 | L F | $1,350.00 | 4.6 | 0 | $0.00 | 4.6 | $6,210.00 |
| 72 | 2506.503 | CONST DRAINAGE STRUCTURE DES 48-4020 | L F | $550.00 | 71.3 | 0 | $0.00 | 66.27 | $36,448.50 |
| 73 | 2506.503 | CONST DRAINAGE STRUCTURE DES 60-4020 | L F | $900.00 | 4.7 | 0 | $0.00 | 4.7 | $4,230.00 |
| 74 | 2506.602 | CONST DRAINAGE STRUCTURE DESIGN SPECIAL | EACH | $5,850.00 | 4 | 0 | $0.00 | 4 | $23,400.00 |
| 75 | 2506.602 | CONST DRAINAGE STRUCTURE DESIGN SPEC 1 | EACH | $2,840.00 | 8 | 0 | $0.00 | 8 | $22,720.00 |
| 76 | 2506.602 | CONST DRAINAGE STRUCTURE DESIGN SPEC 2 | EACH | $12,900.00 | 1 | 0 | $0.00 | 1 | $12,900.00 |
| 77 | 2506.602 | CONST DRAINAGE STRUCTURE DESIGN SPEC 3 | EACH | $17,800.00 | 2 | 0 | $0.00 | 2 | $35,600.00 |
| 78 | 2511.504 | GEOTEXTILE FILTER TYPE 4 | S Y | $3.00 | 411 | 0 | $0.00 | 309 | $927.00 |
| 79 | 2511.507 | RANDOM RIPRAP CLASS III | C Y | $100.00 | 181 | 0 | $0.00 | 161 | $16,100.00 |

**Contract Item Status**

| Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|
| 80 | 2521.518 | 4" CONCRETE WALK | S F | $4.50 | 7728 | 0 | $0.00 | 7908 | $35,586.00 |
| 81 | 2521.518 | 6" CONCRETE WALK | S F | $6.25 | 10975 | 0 | $0.00 | 10213 | $63,831.25 |
| 82 | 2521.518 | 3" BITUMINOUS WALK | S F | $3.50 | 7077 | 0 | $0.00 | 7420 | $25,970.00 |
| 83 | 2531.503 | CONCRETE CURB & GUTTER DESIGN B424 | L F | $20.25 | 3663 | 0 | $0.00 | 3524 | $71,361.00 |
| 84 | 2531.503 | CONCRETE CURB & GUTTER DESIGN B618 | L F | $17.00 | 2261 | 0 | $0.00 | 2220 | $37,740.00 |
| 85 | 2531.618 | TRUNCATED DOMES | S F | $42.00 | 300 | 0 | $0.00 | 264.94 | $11,127.48 |
| 86 | 2545.503 | 2" NON-METALLIC CONDUIT | L F | $5.50 | 3800 | 0 | $0.00 | 3736 | $20,548.00 |
| 87 | 2545.503 | 4" NON-METALLIC CONDUIT | L F | $10.50 | 1100 | 0 | $0.00 | 1090 | $11,445.00 |
| 88 | 2554.502 | GUIDE POST TYPE B | EACH | $55.00 | 8 | 0 | $0.00 | 8 | $440.00 |
| 89 | 2563.601 | TRAFFIC CONTROL | LS | $40,000.00 | 1 | 0 | $0.00 | 1 | $40,000.00 |
| 90 | 2563.613 | PORTABLE CHANGEABLE MESSAGE SIGN | UDAY | $50.00 | 126 | 0 | $0.00 | 103 | $5,150.00 |
| 91 | 2564.502 | OBJECT MARKER TYPE X4-2 | EACH | $85.00 | 3 | 0 | $0.00 | 3 | $255.00 |
| 92 | 2564.518 | SIGN PANELS TYPE C | S F | $62.00 | 229 | 0 | $0.00 | 229.25 | $14,213.50 |
| 93 | 2564.518 | SIGN PANELS TYPE D | S F | $75.00 | 28 | 0 | $0.00 | 28.25 | $2,118.75 |
| 94 | 2565.501 | EMERGENCY VEHICLE PREEMPTION SYSTEM | LS | $6,225.00 | 1 | 0 | $0.00 | 1 | $6,225.00 |
| 95 | 2565.501 | TRAFFIC CONTROL INTERCONNECT | LS | $13,600.00 | 1 | 1 | $13,600.00 | 1 | $13,600.00 |
| 96 | 2565.516 | TRAFFIC CONTROL SIGNAL SYSTEM | SYS | $310,000.00 | 1 | 0 | $0.00 | 1 | $310,000.00 |
| 97 | 2573.501 | STABILIZED CONSTRUCTION EXIT | LS | $8,000.00 | 1 | 0 | $0.00 | 2 | $16,000.00 |
| 98 | 2573.502 | STORM DRAIN INLET PROTECTION | EACH | $250.00 | 55 | 0 | $0.00 | 60 | $15,000.00 |
| 99 | 2573.502 | CULVERT END CONTROLS | EACH | $150.00 | 9 | 0 | $0.00 | 1 | $150.00 |
| 100 | 2573.503 | SILT FENCE; TYPE MS | L F | $3.00 | 1529 | 0 | $0.00 | 2767 | $8,301.00 |
| 101 | 2573.503 | SEDIMENT CONTROL LOG TYPE COMPOST | L F | $3.00 | 2559 | 1752 | $5,256.00 | 3948 | $11,844.00 |
| 102 | 2574.505 | SOIL BED PREPARATION | ACRE | $1,850.00 | 2 | 0 | $0.00 | 0 | $0.00 |
| 103 | 2574.507 | COMMON TOPSOIL BORROW | C Y | $28.00 | 1163 | 0 | $0.00 | 168 | $4,704.00 |

**Contract Item Status**

| Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|
| 104 | 2574.508 | FERTILIZER TYPE 3 | LB | $0.75 | 585 | 0 | $0.00 | 514 | $385.50 |
| 105 | 2575.505 | SEEDING | ACRE | $475.00 | 2 | 0 | $0.00 | 1.85 | $878.75 |
| 106 | 2575.508 | SEED MIXTURE 25-131 | LB | $2.75 | 367 | 0 | $0.00 | 317 | $871.75 |
| 107 | 2575.508 | HYDRAULIC MULCH MATRIX | LB | $0.75 | 8294 | 0 | $0.00 | 397 | $297.75 |
| 108 | 2582.503 | 4" SOLID LINE PAINT | L F | $0.50 | 3000 | 0 | $0.00 | 3583 | $1,791.50 |
| 109 | 2582.503 | 4" SOLID LINE MULTI COMP GR IN | L F | $0.75 | 10775 | 0 | $0.00 | 8633 | $6,474.75 |
| 110 | 2582.503 | 24" SOLID LINE MULTI COMP GR IN | L F | $10.50 | 111 | 0 | $0.00 | 0 | $0.00 |
| 111 | 2582.503 | 4" BROKEN LINE MULTI COMP GR IN | L F | $0.75 | 821 | 0 | $0.00 | 820 | $615.00 |
| 112 | 2582.503 | 4" DBLE SOLID LINE MULTI COMP GR IN | L F | $1.50 | 2473 | 0 | $0.00 | 2109 | $3,163.50 |
| 113 | 2582.518 | PAVT MSSG PREF TAPE GR IN | S F | $28.00 | 363 | 0 | $0.00 | 184 | $5,152.00 |
| 114 | 2582.518 | CROSSWALK PREF TAPE GR IN | S F | $14.00 | 882 | 0 | $0.00 | 942 | $13,188.00 |
| **Bid Totals:** | | | | | | | **$20,881.00** | | **$2,146,054.77** |

**Project Category Totals**

| Category | Amount This Voucher | Amount To Date |
|---|---|---|
| | $20,881.00 | $2,146,054.77 |

**Contract Change Item Status**

| CC | CC No. | Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CO | 1 | 115 | 2531.504 | 7" CONCRETE DRIVEWAY PAVEMENT | S Y | $97.55 | 275 | 0 | $0.00 | 360 | $35,118.00 |
| CO | 1 | 116 | 2506.503 | CONST DRAINAGE STRUCTURE DES 84-4020 | L F | $1,720.00 | 5 | 0 | $0.00 | 4.7 | $8,084.00 |
| CO | 1 | 117 | 2511.507 | GROUTED RIPRAP | C Y | $241.00 | 15 | 0 | $0.00 | 0 | $0.00 |
| CO | 1 | 118 | 2452.618 | STEEL SHEET PILING (PERMANENT) | S F | $20.63 | 160 | 0 | $0.00 | 160 | $3,300.80 |
| CO | 1 | 119 | 2106.507 | EXCAVATION - MUCK | C Y | $18.00 | 1000 | 0 | $0.00 | 893 | $16,074.00 |
| CO | 1 | 120 | 2106.507 | GRANULAR EMBANKMENT (CV) | C Y | $15.00 | 1000 | 0 | $0.00 | 893 | $13,395.00 |

**Contract Change Item Status**

| CC | CC No. | Line No. | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Voucher | Amount This Voucher | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CO | 2 | 121 | 2574.507 | COMMON TOPSOIL BORROW | C Y | ($28.00) | 1163 | 0 | $0.00 | 0 | $0.00 |
| CO | 2 | 122 | 2574.507 | COMMON TOPSOIL BORROW | C Y | $19.75 | 1163 | 0 | $0.00 | 874 | $17,261.50 |
| CO | 2 | 123 | 2575.504 | EROSION CONTROL BLANKETS CATEGORY 3N | S Y | $3.45 | 3000 | 0 | $0.00 | 3150 | $10,867.50 |
| CO | 2 | 124 | 2360.509 | TYPE SP 12.5 WEARING COURSE MIX (4;B) | TON | ($72.25) | 400 | 0 | $0.00 | 0 | $0.00 |
| CO | 2 | 125 | 2360.509 | TYPE SP 9.5 WEARING COURSE MIX (4;B) | TON | $90.00 | 500 | 0 | $0.00 | 211 | $18,990.00 |
| CO | 2 | 126 | 2211.607 | SALVAGE AND REINSTALL AGGREGATE BASE CLASS 5 (CV) | CU YD | $14.50 | 800 | 0 | $0.00 | 1329 | $19,270.50 |
| CO | 2 | 127 | 2211.507 | AGGREGATE BASE (LV) CLASS 5 | C Y | ($30.00) | 800 | 0 | $0.00 | 0 | $0.00 |
| CO | 2 | 128 | 2232.504 | MILL BITUMINOUS SURFACE (1.5") | S Y | $3.50 | 1800 | 0 | $0.00 | 0 | $0.00 |
| BK | 1 | 129 | 2123.609 | PRIME CONTRACTOR MARKUP | L S | $1,899.00 | 1 | 0 | $0.00 | 1 | $1,899.00 |
| BK | 1 | 130 | 2123.609 | PRIME CONTRACTOR MARKUP | L S | $1,102.50 | 1 | 0 | $0.00 | 1 | $1,102.50 |
| **Contract Change Totals:** | | | | | | | | | **$0.00** | | **$145,362.80** |

**Contract Change Totals**

| No. | Contract Change | Description | Amount This Voucher | Amount To Date |
|---|---|---|---|---|
| 1 | CO | The Engineer in concurrence with the City of North St. Paul, have agreed that additional items are required due to a private development being constructed adjacent to the project site. The adjacent developers plans came in after this project had been bid and awarded.<br><br>Due to the additional storm water rate increase, pipe sizes were increased therefore creating a larger structure requirement. This also required additional erosion control measures at the new apron ends including sheet piling under the aprons along with grouted rip rap.<br><br>This late development plan also requires an access entrance off of Anchor Drive and per the City of North St. Paul's city details, this access entrance must be 7" (inches) of concrete with rebar reinforcement.<br><br>Due to unsuitable soils in the watermain and sanitary sewer trenches from Stations 50+30 to 54+00, Muck Excavation was required and granular embankment was brought in for fill. This was required to maintain a suitable roadway embankment.<br><br>This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at Negotiated Prices. | $0.00 | $75,971.80 |

| Contract Change Totals | | | | |
|---|---|---|---|---|
| **No.** | **Contract Change** | **Description** | **Amount This Voucher** | **Amount To Date** |
| 2 | CO | In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.<br><br>The Engineer in concurrence with the City of North St. Paul and the Contractor, have agreed that using an existing topsoil stockpile on site is more favorable than importing common topsoil borrow. Trucking will still be required due to the proximity of the pile from the site. This work will be a cost savings to the owner.<br><br>The Engineer in concurrence with the City of North St. Paul, have agreed that seeding and blanketing the pond slopes will help mitigate future erosion concerns on 3 ponds within the project site. This work will include Soil preparation, seeding, blanket, and fertilizer.<br><br>The Engineer in concurrence with the City of North St. Paul, have agreed that installing a 1.5" lift of asphalt wear course to Anchor Drive this year is favorable to help with additional pavement structure while private development work takes place this winter. Per 1806 paragraph 2 of the special provisions, the final lift of bituminous wear course shall not be installed until one (1) freeze thaw cycle. Due to this requirement, Anchor Drive will take heavy truck loading this winter and spring seasons with only 2" of asphalt base course pavement. It was decided to install an additional 1.5" lift of bituminous (SPWEA440B) this year to help mitigate pavement rutting and cracking and then next year edge mill 1.5" 12 feet out from each curb line and overlay Anchor Drive with an additional 1.5" lift of bituminous (SPWEA440B). The original planned 2" wear course lift of bituminous (SPWEB440B) on Anchor Drive will now be omitted from the project.<br><br>The Engineer in concurrence with the City of North St. Paul and the Contractor, have agreed that salvaging and replacing the existing Aggregate Base in McKnight Road is more favorable than hauling in new Class 5 aggregate base. Due to new public utilities and curb installations on McKnight Road, the existing aggregate section is required to be removed and salvaged to do this work. This work will be a cost savings to the owner.<br><br>This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at Negotiated Prices. | $0.00 | $66,389.50 |
| 1 | BK | 10% markup for CO 2 items that were not included with the original CO. Those items are....<br>Erosion Control Blankets Category 3N - Negotiated Price $3.45/SY - 10% markup for 3150SY = $.35x3150=$1102.50<br>Type SP 9.5 Wearing Course Mix (4:B) - Negotiated Price $90.00/TON - 10% markup for 211 Tons = $9.00x211=$1899.00 (This was the first lift of 1.5", the 2nd lift will be next spring. A second Backsheet shall be written then for the tonnage used) | $0.00 | $3,001.50 |

| Material On Hand Additions | | | | | |
|---|---|---|---|---|---|
| **Line No.** | **Item** | **Description** | **Date** | **Added** | **Comments** |
| | | | | | |

| Material On Hand Balance | | | | | | |
|---|---|---|---|---|---|---|
| **Line No.** | **Item** | **Description** | **Date** | **Added** | **Used** | **Remaining** |
| | | | | | | |

Agenda Information Memorandum
North St. Paul City Council
January 19, 2021

FROM THE OFFICE OF THE CITY MANAGER

**Agenda placement:** City Business

**Subject:** Body-Worn Camera Policy

**To:** Honorable Mayor and City Council

**Background/Facts**:

Body-worn cameras are a new and valuable addition to the practice of law enforcement. The rise of this new technology creates a need for a city policy that addresses transparency, reporting, data storage, and other best practices and procedures. State law requires each local law enforcement agency to adopt a policy with a public hearing under to Minn. Stat. §626.8473. This includes data practices requirements under Minn. Stat. §13.825.

In our process to implement the use of body work cameras, the City created a BWC Committee to review the model policy from the League of Minnesota Cities. The committee's expertise was invaluable as they molded the document into its final recommended form to fit our City's needs.

The policy includes elements such as data classification, mandatory or discretionary circumstances for recording, guidelines for when a recording may be started or ended, and procedures for the security of the data created. The policy complies with all state requirements related to data privacy, retention of data and body worn camera operation.

Minnesota state law requires a public hearing prior to purchasing or implementing a body worn camera system. The City must conduct the hearing prior to adoption of the proposed policy.

**Recommendation:** It is recommended that the City Council adopt the Resolution and approve the body-worn camera policy and the acquisition of body-worn cameras and related equipment.

**Attachments:**
Resolution Adopting Body-Worn Camera Policy for Law Enforcement

Respectfully submitted,

Scott Duddeck
City Manager

**CITY OF NORTH ST. PAUL**

**RESOLUTION NO. 2021-xxx**

**RESOLUTION ADOPTING**
**BODY-WORN CAMERA POLICY FOR LAW ENFORCEMENT**

**WHEREAS,** Body-worn cameras are a new and valuable addition to the practice of law enforcement that raise issues regarding data storage, procedures for recording, data classification, and transparency generally;

**WHEREAS,** state law requires each local law enforcement agency to adopt a policy with a public hearing under Minn. Stat. §626.8473. This provision includes data practices requirements under Minn. Stat. §13.825;

**WHEREAS,** the City Manager assembled a committee to create a policy for the City to adopt based on the unique circumstances of the City; and

**WHEREAS**, the City will need to acquire body-worn cameras and the related equipment.

**WHEREAS**, the proposed policy is attached hereto as Exhibit A.

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

1. The City Council of the City of North St. Paul hereby approves the body-worn camera policy and the acquisition of body-worn cameras and related equipment.

**ADOPTED** this 19th day of January 2021.

Motion by Council Member
Second by Council Member

Voting: Aye: Council Member
Council Member
Council Member
Council Member
Mayor
Nay:
Abstain:
Absent:

Terrence J. Furlong, Mayor

Attest:

Scott Duddeck, City Manager/Clerk

## EXHIBIT A

# City of North St. Paul, Minnesota
# Police Department
# Use of Body-Worn Cameras Policy

## Purpose
The primary purpose of using body-worn-cameras (BWCs) is to capture evidence arising from police-citizen encounters. This policy sets forth guidelines governing the use of BWCs and administering the data that results. Compliance with these guidelines is mandatory, but it is recognized that officers must also attend to other primary duties and the safety of all concerned, sometimes in circumstances that are tense, uncertain, and rapidly evolving.

## Policy
It is the policy of this department to authorize and require the use of department-issued BWCs as set forth below, and to administer BWC data as provided by law.

## Scope
This policy governs the use of BWCs in the course of official duties. It does not apply to the use of squad-based (dash-cam) recording systems. The chief or chief's designee may supersede this policy by providing specific instructions for BWC use to individual officers, or providing specific instructions pertaining to particular events or classes of events, including but not limited to political rallies and demonstrations. The chief or designee may also provide specific instructions or standard operating procedures for BWC use to officers assigned to specialized details, such as carrying out duties in courts or guarding prisoners or patients in hospitals and mental health facilities.

## Definitions
The following phrases and words have special meanings as used in this policy:

A. **MGDPA or Data Practices Act** refers to the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et seq.

B. **Records Retention Schedule** refers to the General Records Retention Schedule for Minnesota Cities.

C. **Law enforcement-related information** means information captured or available for capture by use of a BWC that has evidentiary value because it documents events with respect to a stop, arrest, search, citation, or charging decision.

D. **Evidentiary value** means that the information may be useful as proof in a criminal prosecution, related civil or administrative proceeding, further investigation of an actual or suspected criminal act, or in considering an allegation against a law enforcement agency or officer.

E. **General citizen contact** means an informal encounter with a citizen that is not and does not become law enforcement-related or adversarial, and a recording of the event would not yield information relevant to an ongoing investigation. Examples include, but are not limited to, assisting a motorist with directions, summoning a wrecker, or receiving generalized concerns from a citizen about crime trends in his or her neighborhood.

F. **Adversarial** means a law enforcement encounter with a person that becomes confrontational, during which at least one person expresses anger, resentment, or hostility toward the other, or at least one person directs toward the other verbal conduct consisting of arguing, threatening, challenging, swearing, yelling, or shouting. Encounters in which a citizen demands to be recorded or initiates recording on his or her own are deemed adversarial.

G. **Unintentionally recorded footage** is a video recording that results from an officer's inadvertence or neglect in operating the officer's BWC, provided that no portion of the resulting recording has evidentiary value. Examples of unintentionally recorded footage include, but are not limited to, recordings made in station house locker rooms, restrooms, and recordings made while officers were engaged in conversations of a non-business, personal nature with the expectation that the conversation was not being recorded.

H. **Official duties,** for purposes of this policy, means that the officer is on duty and performing authorized law enforcement services on behalf of this agency.

## Use and Documentation

A. Officers may use only department-issued BWCs in the performance of official duties for this agency or when otherwise performing authorized law enforcement services as an employee of this department.

B. Officers who have been issued BWCs shall operate and use them consistent with this policy. Officers shall conduct a function test of their issued BWCs at the beginning of each shift to make sure the devices are operating properly. Officers noting a malfunction during testing or at any other time shall promptly report the malfunction to the officer's supervisor and shall document the report in writing. Supervisors shall take prompt action to address malfunctions and document the steps taken in writing.

C. Officers should wear their issued BWCs at the location on their body and in the manner specified in training.

D. Officers must document BWC use and non-use as follows:

   1. Whenever an officer makes a recording, the existence of the recording shall be documented in an incident report or *[CAD record/other documentation of the event]*.

   2. Whenever an officer fails to record an activity that is required to be recorded under this policy, or fails to record for the entire duration of the activity, the officer must

document the circumstances and reasons for not recording in an incident report or *[CAD record/other documentation of the event]*. Supervisors shall review these reports and initiate any corrective action deemed necessary.

E. The department will maintain the following records and documents relating to BWC use, which are classified as public data:

1. The total number of BWCs owned or maintained by the agency;

2. A daily record of the total number of BWCs actually deployed and used by officers and, if applicable, the precincts in which they were used;

3. The total amount of recorded BWC data collected and maintained; and

4. This policy, together with the Records Retention Schedule.

## General Guidelines for Recording

A. Officers shall activate their BWCs when anticipating that they will be involved in, become involved in, or witness other officers of this agency involved in a pursuit, *Terry* stop of a motorist or pedestrian, search, seizure, arrest, use of force, adversarial contact, and during other activities likely to yield information having evidentiary value. However, officers need not activate their cameras when it would be unsafe, impossible, or impractical to do so, but such instances of not recording when otherwise required must be documented as specified in the Use and Documentation guidelines, part (D)(2) (above).

B. Officers have discretion to record or not record general citizen contacts.

C. Officers have no affirmative duty to inform people that a BWC is being operated or that the individuals are being recorded.

D. Once activated, the BWC should continue recording until the conclusion of the incident or encounter, or until it becomes apparent that additional recording is unlikely to capture information having evidentiary value. The officer having charge of a scene shall likewise direct the discontinuance of recording when further recording is unlikely to capture additional information having evidentiary value. If the recording is discontinued while an investigation, response, or incident is ongoing, officers shall state the reasons for ceasing the recording on camera before deactivating their BWC. If circumstances change, officers shall reactivate their cameras as required by this policy to capture information having evidentiary value.

E. Officers shall not intentionally block the BWC's audio or visual recording functionality to defeat the purposes of this policy.

F. Notwithstanding any other provision in this policy, officers shall not use their BWCs to record other agency personnel during non-enforcement related activities, such as during pre- and post-shift time in locker rooms, during meal breaks, or during other private conversations, unless recording is authorized as part of an administrative or criminal investigation.

## Special Guidelines for Recording

Officers may, in the exercise of sound discretion, determine:

A. To use their BWCs to record any police-citizen encounter if there is reason to believe the recording would potentially yield information having evidentiary value, unless such recording is otherwise expressly prohibited.

B. To use their BWCs to take recorded statements from persons believed to be victims of and witnesses to crimes, and persons suspected of committing crimes, considering the needs of the investigation and the circumstances pertaining to the victim, witness, or suspect.

In addition,

C. Officers need not record persons being provided medical care unless there is reason to believe the recording would document information having evidentiary value. When responding to an apparent mental health crisis or event, BWCs shall be activated as necessary to document any use of force and the basis for it, and any other information having evidentiary value, but need not be activated when doing so would serve only to record symptoms or behaviors believed to be attributable to the mental health issue.

D. Officers shall use their BWCs and squad-based audio/video systems to record their transportation and the physical transfer of persons in their custody to hospitals, detox and mental health care facilities, juvenile detention centers, and jails, but otherwise should not record in these facilities unless the officer anticipates witnessing a criminal event or being involved in or witnessing an adversarial encounter or use-of-force incident.

## Downloading and Labeling Data

A. Each officer using a BWC is responsible for transferring or assuring the proper transfer of the data from his or her camera to the camera docking station in the police department report writing room by the end of that officer's shift. However, if the officer is involved in a shooting, in-custody death, or other law enforcement activity resulting in death or great bodily harm, a supervisor or investigator shall take custody of the officer's BWC and assume responsibility for transferring the data from it.

B. Officers shall label the BWC data files at the time of capture or transfer to storage, and should consult with a supervisor if in doubt as to the appropriate labeling. *[Include any technology-specific instructions for this process; if metadata is not being stored, then the information could be documented in a video log or other record.]* Officers should assign as many of the following labels as are applicable to each file:

1. **Evidence—criminal:** The information has evidentiary value with respect to an actual or suspected criminal incident or charging decision.

2. **Evidence—force:** Whether or not enforcement action was taken, or an arrest resulted, the event involved the application of force by an officer of this agency of sufficient degree or under circumstances triggering a requirement for supervisory review.

3. **Evidence—property:** Whether or not enforcement action was taken, or an arrest resulted, an officer seized property from an individual or directed an individual to dispossess property.

4. **Evidence—administrative:** The incident involved an adversarial encounter or resulted in a complaint against the officer.

5. **Evidence—other:** The recording has potential evidentiary value for reasons identified by the officer at the time of labeling.

6. **Training:** The event was such that it may have value for training.

7. **Not evidence:** The recording does not contain any of the foregoing categories of information and has no apparent evidentiary value. Recordings of general citizen contacts and unintentionally recorded footage are not evidence.

C. In addition, officers shall flag each file as appropriate to indicate that it contains information about data subjects who may have rights under the MGDPA limiting disclosure of information about them. These individuals include:

1. Victims and alleged victims of criminal sexual conduct and sex trafficking.

2. Victims of child abuse or neglect.

3. Vulnerable adults who are victims of maltreatment.

4. Undercover officers.

5. Informants.

6. When the video is clearly offensive to common sensitivities.

7. Victims of and witnesses to crimes, if the victim or witness has requested not to be identified publicly.

8. Individuals who called 911, and services subscribers whose lines were used to place a call to the 911 system.

9. Mandated reporters.

10. Juvenile witnesses, if the nature of the event or activity justifies protecting the identity of the witness.

11. Juveniles who are or may be delinquent or engaged in criminal acts.

12. Individuals who make complaints about violations with respect to the use of real property.

13. Officers and employees who are the subject of a complaint related to the events captured on video.

14. Other individuals whose identities the officer believes may be legally protected from public disclosure.

D. Labeling and flagging designations may be corrected or amended based on additional information.

## Administering Access to BWC Data:

A. **Data subjects.** Under Minnesota law, the following are considered data subjects for purposes of administering access to BWC data:

1. Any person or entity whose image or voice is documented in the data.

2. The officer who collected the data.

3. Any other officer whose voice or image is documented in the data, regardless of whether that officer is or can be identified by the recording.

B. **BWC data is presumptively private.** BWC recordings are classified as private data about the data subjects unless there is a specific law that provides differently. As a result:

1. BWC data pertaining to people is presumed private, as is BWC data pertaining to businesses or other entities.

2. Some BWC data is classified as confidential (see C. below).

3. Some BWC data is classified as public (see D. below).

C. **Confidential data.** BWC data that is collected or created as part of an active criminal investigation is confidential. This classification takes precedence over the “private” classification listed above and the “public” classifications listed below.

D. **Public data.** The following BWC data is public:

1. Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous.

2. Data that documents the use of force by a peace officer that results in substantial bodily harm.

3. Data that a data subject requests to be made accessible to the public, subject to redaction. Data on any data subject (other than a peace officer) who has not consented to the public release must be redacted [*if practicable*]. In addition, any data on undercover officers must be redacted.

4. Data that documents the final disposition of a disciplinary action against a public employee.

However, if another provision of the Data Practices Act classifies data as private or otherwise not public, the data retains that other classification. For instance, data that reveals protected identities under Minn. Stat. § 13.82, subd. 17 (e.g., certain victims, witnesses, and others) should not be released even if it would otherwise fit into one of the public categories listed above.

E. **Access to BWC data by non-employees.** Officers shall refer members of the media or public seeking access to BWC data to *[the responsible authority/data practices designee]*, who shall process the request in accordance with the MGDPA and other governing laws. In particular:

1. An individual shall be provided with access and allowed to review recorded BWC data about him- or herself and other data subjects in the recording, but access shall not be granted:

   a. If the data was collected or created as part of an active investigation.

   b. To portions of the data that the agency would otherwise be prohibited by law from disclosing to the person seeking access, such as portions that would reveal identities protected by Minn. Stat. § 13.82, subd. 17.

2. Unless the data is part of an active investigation, an individual data subject shall be provided with a copy of the recording upon request, but subject to the following guidelines on redaction:

   a. Data on other individuals in the recording who do not consent to the release must be redacted.

   b. Data that would identify undercover officers must be redacted.

c. Data on other officers who are not undercover, and who are on duty and engaged in the performance of official duties, may not be redacted.

F. **Access by peace officers and law enforcement employees.** No employee may have access to the department's BWC data except for legitimate law enforcement or data administration purposes:

1. Officers may access and view stored BWC video only when there is a business need for doing so, including the need to defend against an allegation of misconduct or substandard performance. Officers may review video footage of an incident in which they were involved prior to preparing a report, giving a statement, or providing testimony about the incident.

2. Agency personnel shall document their reasons for accessing stored BWC data *[in the manner provided within the database] [or, specify manner of documentation]* at the time of each access. Agency personnel are prohibited from accessing BWC data for non-business reasons and from sharing the data for non-law enforcement related purposes, including but not limited to uploading BWC data recorded or maintained by this agency to public and social media websites.

3. Employees seeking access to BWC data for non-business reasons may make a request for it in the same manner as any member of the public.

G. **Other authorized disclosures of data.** Officers may display portions of BWC footage to witnesses as necessary for purposes of investigation as allowed by Minn. Stat. § 13.82, subd. 15, as may be amended from time to time. Officers should generally limit these displays in order to protect against the incidental disclosure of individual identities that are not public. Protecting against incidental disclosure could involve, for instance, showing only a portion of the video, showing only screen shots, muting the audio, or playing the audio but not displaying video. In addition,

1. BWC data may be shared with other law enforcement agencies only for legitimate law enforcement purposes that are documented in writing at the time of the disclosure.

2. BWC data shall be made available to prosecutors, courts, and other criminal justice entities as provided by law.

## Data Security Safeguards

A. Personally owned devices, including but not limited to computers and mobile devices, shall not be programmed or used to access or view agency BWC data.

B. Officers shall not intentionally edit, alter, or erase any BWC recording unless otherwise expressly authorized by the chief or the chief's designee.

C. As required by Minn. Stat. § 13.825, subd. 9, as may be amended from time to time, this agency shall obtain an independent biennial audit of its BWC program.

## Agency Use of Data

A. At least once a month, supervisors will randomly review BWC usage by each officer to whom a BWC is issued or available for use, to ensure compliance with this policy *[and to identify any performance areas in which additional training or guidance is required.]*

B. In addition, supervisors and other assigned personnel may access BWC data for the purposes of reviewing or investigating a specific incident that has given rise to a complaint or concern about officer misconduct or performance.

C. Nothing in this policy limits or prohibits the use of BWC data as evidence of misconduct or as a basis for discipline.

D. Officers should contact their supervisors to discuss retaining and using BWC footage for training purposes. Officer objections to preserving or using certain footage for training will be considered on a case-by-case basis. Field training officers may utilize BWC data with trainees for the purpose of providing coaching and feedback on the trainees' performance.

## Data Retention

A. All BWC data shall be retained for a minimum period of 90 days. There are no exceptions for erroneously recorded or non-evidentiary data.

B. Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous, must be maintained for a minimum period of one year.

C. Certain kinds of BWC data must be retained for six years:

1. Data that documents the use of deadly force by a peace officer, or force of a sufficient type or degree to require a use of force report or supervisory review.

2. Data documenting circumstances that have given rise to a formal complaint against an officer.

D. Other data having evidentiary value shall be retained for the period specified in the Records Retention Schedule. When a particular recording is subject to multiple retention periods, it shall be maintained for the longest applicable period.

E. Subject to Part F (below), all other BWC footage that is classified as non-evidentiary, becomes classified as non-evidentiary, or is not maintained for training shall be destroyed after 90 days.

F. Upon written request by a BWC data subject, the agency shall retain a recording pertaining to that subject for an additional time period requested by the subject of up to 180 days. The agency will notify the requestor at the time of the request that the data will then be destroyed unless a new written request is received.

G. The department shall maintain an inventory of BWC recordings having evidentiary value.

The department will post this policy, together with its Records Retention Schedule, on its website https://northstpaul.org/Archive.aspx?ADID=83

## Compliance

Supervisors shall monitor for compliance with this policy. The unauthorized access to or disclosure of BWC data may constitute misconduct and subject individuals to disciplinary action and criminal penalties pursuant to Minn. Stat. § 13.09.

Agenda Information Memorandum
North St. Paul City Council
January 19, 2021

FROM THE OFFICE OF THE CITY MANAGER

**Agenda placement**: City Business

**Subject:** Approving a Third Amendment to Contract for Private Development

**To:** Honorable Mayor and City Council

**Background/Facts**:
The City of North St. Paul and Anchor View, LLC entered into a Contract for Private Development, dated October 5, 2020 ("Contract") for the sale and development of property legally described as Lot 1, Block 2, Anchor Block Commons which Contract was amended on November 10, 2020 by a First Amendment to Contract for Private Development ("First Amendment") and by a Second Amendment to Contract for Private Development on December 15, 2020 ("Second Amendment");

In consideration for the construction of the Minimum Improvements required under the Contract, the City agreed to issue its Tax Increment Revenue Note ("TIF Note") in the maximum principal amount of $2,400,000 to reimburse the Developer for certain qualified costs related to the Minimum Improvements. Semiannual payments with respect to the TIF Note were expected to commence on August 1, 2022. The TIF Note is payable from tax increment revenue generated from property within the Tax Increment Financing ("Housing") District No. 4-10 (the "TIF District"), a housing district within the Anchor View, LLC Redevelopment Project in the City, and attributable to the Development Property;

The Contract, TIF Note and Assessment Agreement contemplated that Developer would substantially complete construction of the Minimum Improvements by December 31, 2021 (the "Completion Date"). The Developer has informed the City that it will be unable to complete the Minimum Improvements by December 31, 2021;

A Third Amendment to the Development Agreement has been prepared to address the extension of the time period for completion of Minimum Improvements under the Contract, the TIF Note and Assessment Agreement.

**Recommendation:** It is recommended the City Council authorize approval of Resolution No. 2021-xxx, approving a Third Amendment to Contract for Private Development.

**Attachments:**
Resolution Approving Third Amendment to Contract for Private Development

Scott Duddeck
City Manager

**CITY OF NORTH ST. PAUL**

**RESOLUTION NO. 2020-xxx**

**RESOLUTION APPROVING THIRD AMENDMENT TO CONTRACT FOR PRIVATE DEVELOPMENT**

**WHEREAS,** the City of North St. Paul and Anchor View, LLC entered into a Contract for Private Development, dated October 5, 2020 ("Contract") for the sale and development of property legally described as Lot 1, Block 2, Anchor Block Commons which Contract was amended on November 10, 2020 by a First Amendment to Contract for Private Development ("First Amendment") and by a Second Amendment to Contract for Private Development on December 15, 2020 ("Second Amendment");

**WHEREAS**, in consideration for the construction of the Minimum Improvements required under the Contract, the City agreed to issue its Tax Increment Revenue Note ("TIF Note") attached as Schedule B to the Contract, in the maximum principal amount of $2,400,000, to reimburse the Developer for certain qualified costs related to the Minimum Improvements. Semiannual payments with respect to the TIF Note were expected to commence on August 1, 2022. The TIF Note is payable from tax increment revenue generated from property within the Tax Increment Financing ("Housing") District No. 4-10 (the "TIF District"), a housing district within the Anchor View, LLC Redevelopment Project in the City, and attributable to the Development Property;

**WHEREAS,** the Contract also required establishment of a minimum market value for the Development Property through an Assessment Agreement and Assessor's Certification attached as Schedule F to the Contract ("Assessment Agreement");

**WHEREAS,** the Contract, TIF Note and Assessment Agreement contemplated that Developer would substantially complete construction of the Minimum Improvements by December 31, 2021 (the "Completion Date"). The Developer has informed the City that it will be unable to complete the Minimum Improvements by December 31, 2021;

**WHEREAS,** a Third Amendment to the Development Agreement, as attached hereto as Exhibit A ("Third Amendment") has been prepared to address the extension of the time period for completion of Minimum Improvements under the Contract, the TIF Note and Assessment Agreement.

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

1. That the Third Amendment is approved substantially in the form attached hereto, together with the revised TIF Note attached as Schedule B and the Assessment Agreement attached as Schedule F. The Mayor and City Manager are hereby authorized and directed to execute and deliver the Third Amendment and Assessment Agreement in accordance with the terms of the Contract, as amended, and issue the TIF Note showing the amended payment dates to be executed and delivered under the terms set forth in the Contract, as amended. All of the provisions of the Third Amendment when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in

full force and effect from the date of execution and delivery thereof. The Third Amendment shall be substantially in the form attached hereto which is hereby approved, with such omissions and insertions as do not materially change the substance thereof, or as the Mayor and the City Manager, in their discretion, shall determine, and the execution thereof by the Mayor and the City Manager shall be conclusive evidence of such determination.

2. The Mayor and City Manager are hereby authorized and directed to execute any documents deemed necessary to carry out the intentions of this resolution.

**ADOPTED** this 19th day of January, 2021

Motion by Council Member
Second by Council Member

Voting: Aye: Council Member
Council Member
Council Member
Council Member
Mayor
Nay:
Abstain:
Absent:

____________________________________
Terrence J. Furlong, Mayor

Attest:

____________________________________
Scott A. Duddeck, City Manager/Clerk

## EXHIBIT A

## THIRD AMENDMENT TO CONTRACT FOR PRIVATE DEVELOPMENT

*(reserved for recording information)*

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# THIRD AMENDMENT
# TO
# CONTRACT FOR PRIVATE DEVELOPMENT

**THIS THIRD AMENDMENT TO CONTRACT FOR PRIVATE DEVELOPMENT (**the **"AMENDMENT"),** made on or as of the ___day of ________ , 2021 (the "Effective Date"), by and between the **CITY OF NORTH ST. PAUL,** a Minnesota municipal corporation (the "City") and **ANCHOR VIEW, LLC,** a Minnesota limited liability company (the "Developer").

**WITNESSETH:**

**WHEREAS,** the City and Developer entered into a Contract for Private Development dated October 5, 2020 (the "Original Contract") concerning the real property located in the City of North St. Paul as legally described in Exhibit A to this Amendment (the "Development Property") amended by a First Amendment to Contract for Private Development, dated November 10, 2020 ("First Amendment") and a Second Amendment to Contract for Private Development dated December 15, 2020 (collectively the Original Contract, First Amendment and Second Amendment are referred to herein as "Contract"); and

**WHEREAS,** the parties desire and agree to amend the Contract and Schedules attached thereto to address delays in closing and construction as set forth herein;

**NOW, THEREFORE,** in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**1. INCORPORATION OF RECITALS**. The recitals set forth above are true, correct and complete and are hereby made a part of this Amendment as fully as if restated in their entirety.

**2. CAPITALIZED TERMS**. All capitalized terms that are used but not defined in this Amendment shall have the meanings given to them in the Contract.

**3. AMENDMENT TO ARTICLE I OF THE CONTRACT.** The definition of Minimum Market Value in Article I is amended to read as follows:

**"Minimum Market Value"** means Five Million Six Hundred Thousand and no/100 Dollars ($5,600,000.00) on January 2, 2022 and Twenty Two Million Four Hundred Thousand and no/100 Dollars ($22,400,000.00) on January 2, 2023 and each year thereafter, which is the minimum market value of the land and Minimum Improvements as confirmed by the Ramsey County Assessor.

**4. AMENDMENT TO ARTICLE I OF THE CONTRACT.** The definition of TIF Note Payment Date in Article I is amended to read as follows:

**"TIF Note Payment Date"** means each August 1 and February 1, commencing August 1, 2023, and thereafter to and including the Termination Date; provided, that if any such TIF Note Payment Date should not fall on a Business Day, the TIF Note Payment Date shall be the next succeeding Business Day.

**5. AMENDMENT TO SECTION 4.5 OF THE CONTRACT.** Section 4.5 of the Contract is amended to read as follows:

**Section 4.5. Failure to Complete Improvements As Required**. If the Developer fails to complete the Minimum Improvements as required under Section 4.3, the Assessment Agreement and the Minimum Market Value for the Development Property shall nevertheless be applicable as of January 1, 2023.

**6. AMENDMENT TO SCHEDULE B OF CONTRACT.** The Form of TIF Note attached as Schedule B to the Contract is amended as provided in the attached Schedule B.

**7. AMENDMENT TO SCHEDULE F OF THE CONTRACT.** The Assessment and Agreement and Assessor's Certification attached as Schedule F to the Contract is amended as provided in the attached Schedule F.

**8. COUNTERPARTS**. This Amendment may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. Signature pages may be detached from separate counterparts and combined into a single counterpart.

**9. RATIFICATION AND INCORPORATION**. Except as expressly modified by this Amendment, the Contract remains unmodified and in full force and effect. This Amendment shall form a part of the Contract and all references to the Contract shall mean that document as hereby modified.

**10. SUCCESSORS AND ASSIGNS**. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and permitted assigns.

**IN WITNESS WHEREOF,** the City has caused this Second Amendment to be duly executed in its name and behalf, and the Developer has caused this Second Amendment to be duly executed in its name and behalf, on or as of the date first above written.

*[Remainder of page intentionally left blank.]*
*[Signature pages to follow.]*

**CITY OF NORTH ST. PAUL**

By: ________________________________
Terrence J. Furlong, Mayor

(SEAL)

By: ________________________________
Scott Duddeck, City Manager

STATE OF MINNESOTA )
) ss.
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this _________ day of __________________________, 20__, by Terrence J. Furlong and by Scott Duddeck, the Mayor and City Manager of the City of North St. Paul, a Minnesota municipal corporation, on behalf of the City, and pursuant to the authority granted by its City Council.

___________________________________
Notary Public

**ANCHOR VIEW, LLC**

By: ________________________________________
Name: _____________________________________
Its: _______________

STATE OF MINNESOTA )
)ss.
COUNTY OF __________ )

The foregoing instrument was acknowledged before me this _____ day of ___________, 2021, by ______________________, the _______________ of Anchor View, LLC, a Minnesota limited liability company, on its behalf.

________________________________________
Notary Public

## EXHIBIT A

### Description of Development Property

Lot 1, Block 2, Anchor Block Commons, Ramsey County, Minnesota, according to the recorded plat thereof.

## SCHEDULE B

## FORM OF TIF NOTE

No. R-1 $2,400,000

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY COUNTY
CITY OF NORTH ST. PAUL

TAX INCREMENT REVENUE NOTE

The City of North St. Paul, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Anchor View, LLC, a Minnesota limited liability company, or registered assigns (the "Owner"), or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed Two Million Four Hundred Thousand and No/100 Dollars ($2,400,000.00), as provided in that certain Contract for Private Development, dated as of October 5, 2020, as the same may be amended from time to time ("Development Agreement"), by and between the City and the Owner. This Note shall be deemed validly issues and the unpaid principal amount hereof shall bear interest from the date that the Owner has submitted to the City and the City has determined that the requirements for issuance of the TIF Note have been met in compliance with the terms of the Development Agreement at the simple non-compounded rate of Four and 00/100 percent (4%) per annum. Interest shall be computed on the basis of a 360-day year consisting of twelve (12) 30-day months. All capitalized but undefined terms herein shall be defined as in the Development Agreement.

The amounts due under this Note shall be payable on each August 1 and February 1, commencing on August 1, 2023 and thereafter to and including the Termination Date, or, if the first payment date should not be on a Business Day, the payment shall be made on the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay be check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date (or, with respect to the first Payment Date, in the period commencing on the date of issuance of this Note through the day that is prior to the first Payment Date). All payments made by the City under this Note shall be applied to accrued interest and then to principal. This Note is pre-payable by the City, without penalty, in whole or in part, on any date.

The Payment Amounts due hereon shall be payable solely from Available Tax Increment derived from the Development Property within the City's Tax Increment Financing District No. 4-10 (the "TIF District") within its Municipal Development District No. 4, which is paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 459.174 through 469.1794, as the same may be amended or supplemented from time to time (the "TIF Act"). This Note shall terminate and be of no further force and effect following the Termination Date.

Any estimates of Tax Increment prepared by the City or its municipal advisors in connection with the TIF District or the Agreement are for the benefit of the City, and are not intended as representations on which the Owner or Developer may rely.

THE CITY MAKES NO REPRESENTATION OR WARRANTY THAT THE AVAILABLE TAX INCREMENT WILL BE SUFFICIENT TO PAY THE PRINCIPAL OF THIS NOTE. If the event Tax Increment is not sufficient, the City is not responsible to further fund or reimburse the Developer (or its assigns or creditors) for any such shortfall. The City is not responsible to fund or reimburse any obligation of the Developer (or its assigns or creditors) unless expressly stated in this Agreement.

Subject to the of the Development Agreement, the City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects, subject to the provisions of Section 9.2 of the Development Agreement, to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 6.2 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the source and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above referenced Tax Increment, is or shall be a source of payment of the City's obligations.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the TIF Act.

This Note may be assigned only with the consent of the City, which the City shall grant if the terms and conditions in the Development Agreement regarding transfer are satisfied. In order to assign this Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time and manner as required by law; and that this Note, together will all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory authority limitation thereon.

IN WITNESS WHEREOF, the City of North St. Paul has caused this Note to be executed by the manual signatures of its Mayor and City Manager of the City and has caused this Note to be issued dated ________________, 20__.

| | |
|---|---|
| ________________________________ | ________________________________ |
| Scott A. Duddeck, City Manager | Terrence J. Furlong, Mayor |

**DO NOT EXECUTE UNTIL EVIDENCE OF QUALIFIED COSTS ARE GIVEN TO THE CITY – REFER TO SECTION 6.2 OF THE DEVELOPMENT AGREEMENT**

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note, as originally issued on_________________ , 20__, was on said date registered in the name of Anchor View, LLC., a Minnesota limited liability company, and that at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

| NAME AND ADDRESS OF REGISTERED OWNER | DATE OF REGISTRATION | SIGNATURE OF CITY ADMINISTRATOR |
|---|---|---|
| Anchor View, LLC | ___________, 20__ | ___________________________ |
| _______________________ | __________, 20__ | ________________________ |



213515v1

**SCHEDULE F**

**ASSESSMENT AGREEMENT**

**And**

**ASSESSOR' S CERTIFICATION**

**By, Between, and Among the**

**CITY OF NORTH ST. PAUL,**

**ANCHOR VIEW, LLC**

**And**

**COUNTY ASSESSOR OF THE COUNTY OF RAMSEY**

DRAFTED BY:
Campbell Knutson
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

**THIS AGREEMENT,** dated as of this ________ day of ____________________, 20__, by and between the **CITY OF NORTH ST. PAUL,** a Minnesota municipal corporation (the "City") and **ANCHOR VIEW, LLC,** a Minnesota limited liability company (the "Developer").

**WITNESSETH,** that

**WHEREAS,** on or before the date hereof the City and Developer have entered into an Contract for Private Development (the "Development Contract") regarding certain real property located in the City of North St. Paul, pursuant to which the City is to convey to Developer certain property, hereinafter referred to as the Development Property and legally described in Schedule A hereto; and

**WHEREAS,** it is contemplated that pursuant to said Agreement the Developer will construct a multi-family rental housing facility, consisting of 128 rental units, and associated structured underground and surface parking upon the Development Property; and

**WHEREAS,** the City and Developer desire to establish a minimum market value for said land and the improvements to be constructed thereon, pursuant to Minnesota Statutes. Section 469.177, Subdivision 8;

**WHEREAS,** the City and the County Assessor for the County of Ramsey have reviewed the preliminary plans and specifications for the improvements which it is contemplated will be erected;

**WHEREAS,** Developer and the City request that the Assessor provide a certification substantially in the form attached hereto as Exhibit B.

**WHEREAS,** the Developer's lender has executed a consent to Consent to Assessment Agreement attached hereto and incorporated herein as Exhibit C.

**NOW, THEREFORE,** the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. The minimum market value which shall be assessed for the land described in Schedule A, with the improvements constructed thereon shall be Five Million Six Hundred Thousand and no/100 Dollars ($5,600,000.00) on January 2, 2022 and Twenty-Two Million Four Hundred Thousand Dollars ($22,400,000.00) on January 2, 2023 and each year thereafter (the "Minimum Assessed Value"). On each tax assessment date thereafter until the termination date stated in paragraph 2 below, the minimum market value for such land and improvements shall be equal to the minimum market value established for the previous year. The minimum market values established pursuant to this Agreement shall not be affected by incomplete construction or damage or destruction of the Minimum Improvements to be constructed pursuant to the Development Contract. The Development Contract requires the Developer to substantially complete the minimum improvements on or before December 31, 2022, subject to Unavoidable Delays.

2. The minimum market value herein established shall be of no further force and effect and this Agreement shall terminate on the earlier of the following: (i) the date of receipt by the City of

the final payment from County of Tax Increment from the TIF District; or (ii) the date when the TIF Note and any interfund loans attributable to the TIF District have been fully paid or defeased in accordance with their terms. The events referred to in this paragraph shall be evidenced by a certificate or affidavit in recordable form executed by the City.

3. This Agreement shall be promptly recorded by the Developer. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of the Development Contract between the City and the Developer.

5. This Agreement and the Minimum Assessed Value (or such higher Assessed Value determined by the Assessor in accordance with Section 7 below) shall continue in full force and effect until the earlier of (i) the TIF District is decertified, defeased or terminated in accordance with its terms; or (ii) the date of full and final payment of the TIF Notes issued under the terms of the Contract) (the "Termination Date"). Upon the earlier of such dates, this Agreement shall automatically terminate and the market values of the Development Property and associated Improvements for ad valorem tax purposes shall be based on the then Assessed Value of the same. The City shall duly execute and record a release of this Agreement upon the written request and sole expense of the Developer or the then holder of fee title to the Development Property or any applicable Lot.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, or any future owners of the Development Property.

7. Nothing herein shall limit the discretion of the County Assessor or any other public official or body having the duty to determine the market value of the Development Property for ad valorem tax purposes to assign to the Development Property a market value in excess of the minimum market value specified in this Agreement.

*[Remainder of page intentionally left blank]*
*[Signature pages to follow]*

**CITY OF NORTH ST. PAUL**

By: ______________________________
Its _________________________

(SEAL)

By: ______________________________
Its _________________________

STATE OF MINNESOTA )
) ss.
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this _________ day of _________________________, 20__, by Terrence J. Furlong and by Scott Duddeck, the Mayor and City Manager of the City of North St. Paul, a Minnesota municipal corporation, on behalf of the City, and pursuant to the authority granted by its City Council.

__________________________________
Notary Public

**ANCHOR VIEW, LLC**

By: ________________________________________
Name: ______________________________________
Its _______________

STATE OF MINNESOTA )
) ss.
COUNTY OF _________ )

The foregoing instrument was acknowledged before me this ________ day of ______________________, 20__, by __________________________________________ the _______________ of Anchor View, LLC, a Minnesota limited liability company, on behalf of the company.

___________________________________
Notary Public

**EXHIBIT A**
**TO ASSESSMENT AGREEMENT**

**Legal Description of Land**

Lot 1, Block 2, Anchor Block Commons, Ramsey County, Minnesota, according to the recorded plat thereof.

**EXHIBIT B**
**TO ASSESSMENT AGREEMENT**

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed, and being of the opinion that the minimum market value contained in the foregoing Agreement appears reasonable, hereby certifies as follows: The undersigned assessor, being legally responsible for the assessment of the above described property, certifies that the $5,600,000 market value effective on January 2, 2022 and the $22,400,000 market value effective on January 2, 2023 assigned to the land and improvements are reasonable.

____________________________________
County Assessor for the
County of Ramsey

STATE OF MINNESOTA )
) ss.
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this ________ day of ____________________, 20__, by ____________________________, the County Assessor for the County of Ramsey.

____________________________________
Notary Public

**EXHIBIT C**
**TO ASSESSMENT AGREEMENT**

CONSENT TO ASSESSMENT AGREEMENT

__________________________, of ____________________, ___________________, _____________ (the "Bank"), does hereby consent to all terms, conditions and provisions of the foregoing Assessment Agreement and agrees that, in the event it purchases the Development Property at a foreclosure sale or acquires the Development Property through a deed in lieu of foreclosure or otherwise in satisfaction of the indebtedness owed by the Developer, it and its respective successors and assigns, shall be bound by all terms and conditions of the Assessment Agreement, including but not limited to the provision which requires that the minimum market value of the Development Property and the Project shall be not less than the amounts set forth in the Assessment Agreement.

IN WITNESS WHEREOF, we have caused this Consent to Assessment Agreement to be executed in its name and on its behalf as of this ____ day of _______________, 2021.

_____________________

By

Its

STATE OF MINNESOTA )
) ss.
COUNTY OF )

The foregoing instrument was acknowledged before me this ____ day of ____________, 2021, by ____________________, the __________________ of ____________________, a ____________ banking corporation on behalf of the corporation.

_____________________________________
Notary Public

Agenda Information Memorandum
North St. Paul City Council
January 19, 2021

FROM THE OFFICE OF THE CITY MANAGER

**Agenda placement:** City Business

**Subject:** Approval of Collateral Assignment and Subordination of Contract for Private Development

**To:** Honorable Mayor and City Council

**Background/Facts**:
Anchor View, LLC, has entered into a Contract for Private Development with the City of North Saint Paul, dated October 5, 2020 ("Contract"). As part of this development project, Anchor View, LLC, secured a construction loan in the amount of $18,550,000 from Old National Bank. As an express condition of that construction loan, Old National Bank ("Lender") is requiring Anchor View, LLC, to assign its rights under the Contract to the Lender. In addition, the Lender is requiring that certain rights of the City under the Contract would be subordinated to the construction loan. This means that the Lender's construction loan would have precedence in receiving its money back over any rights the City has in the Contract. This is a standard request from a Lender, and it is a normal part of the financing process.

**Recommendation:** It is recommended that the City Council adopt Resolution No. 2021-xxx, Approving the Collateral Assignment and Subordination of Contract for Private Development, which allows Anchor View, LLC, to fulfill its obligation to Old National Bank and assigns the rights of Anchor View, LLC, under the Contract for Private Development to Old National Bank.

**Attachments:**
Resolution Approving the Collateral Assignment and Subordination of Contract for Private Development.

Respectfully submitted,

Scott Duddeck
City Manager/Clerk

# CITY OF NORTH ST. PAUL

## RESOLUTION NO. 2021-xxx

## RESOLUTION APPROVING COLLATERAL ASSIGNMENT AND SUBORDINATION OF CONTRACT FOR PRIVATE DEVELOPMENT

**WHEREAS,** the City of North St. Paul and Anchor View, LLC entered into a Contract for Private Development, dated October 5, 2020, ("Contract") for the sale and development of property legally described as Lot 1, Block 2, Anchor Block Commons, Ramsey County, Minnesota, which Contract was amended on November 10, 2020, by a First Amendment to Contract for Private Development ("First Amendment"), by a Second Amendment to Contract for Private Development on December 15, 2020, ("Second Amendment"), and by a Third Amendment to Contract for Private Development on January 19, 2021 ("Third Amendment"); and

**WHEREAS,** Anchor View, LLC, has secured a construction loan in the principal amount of $18,550,000 from Old National Bank, a national banking association ("Lender"), in part, in order to perform its obligations pursuant to the Contract; and

**WHEREAS,** the Lender required, as an express condition of the construction loan agreement, that Anchor View, LLC, assign its rights under the Contract to the Lender in order to secure the obligations of Anchor View, LLC, under the Note, the Loan Agreement, and the Mortgage, and that certain rights of the City under the Development Agreement be subordinated to the Mortgage; and

**WHEREAS,** a Collateral Assignment and Subordination of Contract for Private Development, as attached hereto as **Exhibit A** ("Subordination Agreement") has been prepared in compliance with the Lender's requirements for the construction loan Anchor View, LLC, has secured;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North St. Paul, Minnesota:

1. That the Subordination Agreement is approved substantially in the form attached hereto. The Mayor and City Manager are hereby authorized and directed to execute and deliver the Subordination Agreement in accordance with its terms. All of the provisions of the Subordination Agreement when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Subordination Agreement shall be substantially in the form attached hereto which is hereby approved, with such omissions and insertions as do not materially change the substance thereof, or as the Mayor and the City Manager, in their discretion, shall determine, and the execution thereof by the Mayor and the City Manager shall be conclusive evidence of such determination.

2. The Mayor and City Manager are hereby authorized and directed to execute any documents deemed necessary to carry out the intentions of this resolution.

**ADOPTED** this 19th day of January, 2021.

Motion by Council Member xxx
Second by Council Member xxx

Voting: Aye:
Nay:
Abstain:
Absent:

____________________________________

Terrence J. Furlong, Mayor

Attest:

____________________________________

Scott A. Duddeck, City Manager/ Clerk

**EXHIBIT A**

**COLLATERAL ASSIGNMENT AND SUBORDINATION OF CONTRACT FOR PRIVATE DEVELOPMENT**

THIS COLLATERAL ASSIGNMENT AND SUBORDINATION OF CONTRACT FOR PRIVATE DEVELOPMENT (this "Assignment") is made and entered into as of the ___ day of January, 2021, by and among the CITY OF NORTH ST. PAUL, MINNESOTA, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota (the "City"), ANCHOR VIEW, LLC, a Minnesota limited liability company (the "Developer"), and OLD NATIONAL BANK, a national banking association (the "Lender").

Recitals

WHEREAS, the City and the Developer are parties to that certain Contract for Private Development executed as of October 5, 2020 (as amended from time to time, the "Development Agreement"), pertaining to, among other things, the construction of a 128-unit market rate multifamily apartment complex with approximately 164,676 square feet of commercial space (the "Project"), all to be located on property legally described on Exhibit A attached hereto and hereby made a part hereof (the "Property"); and

WHEREAS, the Developer and the Lender have entered into that certain Construction Loan Agreement of even date herewith (the "Loan Agreement"), pursuant to which the Lender has agreed to make a construction loan to the Developer in the original principal amount of $18,550,000 evidenced by a Real Estate Note in the original principal amount of $18,550,000 (the "Note") and payable to the order of the Lender; and

WHEREAS, the Note is secured by that certain Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents of even date herewith (the "Mortgage"), executed by the Developer in favor of the Lender and encumbering the Property; and

WHEREAS, the Mortgage has been filed of record in Ramsey County concurrently herewith; and

WHEREAS, the Lender has required, as an express condition to entering into the Loan Agreement, that the Developer assign its rights under the Development Agreement to the Lender to secure the obligations of the Developer under the Note, the Loan Agreement and the Mortgage, and that certain rights of the City under the Development Agreement be subordinated to the Mortgage.

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer hereby agrees as follows:

Capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

The Developer hereby assigns to the Lender all of its right, title and interest in and to the Development Agreement, together with all documents and agreements attached as exhibits thereto, and all amendments, addenda and modifications thereof, whether made now or hereafter, to secure the obligations of the Developer under the Note, the Loan Agreement and the Mortgage.

The Developer hereby represents and warrants that there have been no prior assignments of its rights under the Development Agreement (other than to Lender and to West Bank), that the Development Agreement is a valid and enforceable agreement, that neither the City nor the Developer is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof. The Developer agrees not to sell, assign, pledge, mortgage or otherwise transfer or encumber its interest in the Development Agreement as long as this Assignment is in effect. The Developer hereby irrevocably constitutes and appoints the Lender as its attorney-in-fact to demand, receive and enforce the Developer's rights under the Development Agreement for and on behalf of and in the name of the Developer or, at the option of the Lender, in the name of the Lender, with the same force and effect as the Developer could do if this Assignment had not been made.

This Assignment shall constitute a perfected, absolute and present assignment, provided that the Lender shall have no right under this Assignment to enforce the provisions of the Development Agreement or exercise any rights or remedies under this Assignment until an Event of Default shall occur and be continuing.

Upon the occurrence of an Event of Default, without affecting any of the Lender's rights or remedies against the Developer under any other instrument or agreement, the Developer shall be deemed to have irrevocably appointed the Lender as the Developer's attorney-in-fact to exercise any or all of the Developer's rights in, to and under this Assignment and to give appropriate receipts, releases and satisfactions on behalf of the Developer in connection with the performance by any party to the Development Agreement and to do any or all other acts in the Developer's name or in the Lender's own name that the Developer could do under the Development Agreement with the same force and effect as if this Assignment had not been made. In addition, the Lender shall have the right to exercise and enforce any and all rights and remedies available after a default to a secured party under the Uniform Commercial Code as adopted in the State of Minnesota. If notice to the Developer of any intended disposition of collateral or of any intended action as required by law in any particular instance, such notice shall be deemed commercially reasonable if given in writing at least ten (10) days prior to the intended disposition or other action. The Developer hereby authorizes the Lender to deliver a copy of this Assignment to any other party to the Development Agreement to verify the rights granted to the Lender hereunder. The City is authorized and directed by the Developer to tender performance of its obligations under the Development Agreement to the Lender upon presentation of a copy of this Assignment.

The City hereby consents and agrees to the terms and conditions of this Assignment. The City further represents and warrants to the Lender that the Development Agreement is a valid agreement enforceable in accordance with its terms, that neither the City nor the Developer is in default hereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date thereof.

The City agrees to provide the Lender with copies of any notice of default given under the Development Agreement, and agrees that the Lender shall have the right, but not the obligation, to cure such default within the time period set forth in the Development Agreement.

The parties agree that no change or amendment that would materially and adversely affect the amount or timing of receipt of any tax increment financing shall be made to terms of the Development Agreement without the prior written consent of the Lender.

The City acknowledges that the obligations of the Developer, and the rights of the City, with respect to commencement of construction and completion of the Minimum Improvements set forth in Article IV of the Development Agreement shall, in all respects, be subject and subordinate to the rights of the Lender under the Mortgage.

The City acknowledges that the rights of the City with respect to receipt and application of any proceeds of insurance as set forth in Article V of the Development Agreement shall, in all respects, be subject and subordinate to the rights of the Lender under the Mortgage.

Notwithstanding the provisions of Article VII of the Development Agreement, the City acknowledges that the agreements by the Developer to pay real estate taxes as set forth in Section 7.4 or to reimburse the City for tax increment financing under Section 7.2 of the Development Agreement are not the personal obligations of, nor shall any such provision of Article VII impose any personal obligation upon, the Lender, except to the extent the Lender assumes the Developer's obligations under the Development Agreement and seeks to enforce the Developer's rights thereunder after an Event of Default as described in Section 5 hereof.

The City hereby agrees that its right of revesting title to the Property and reversionary rights, as described in Section 9.3 of the Development Agreement (such right hereafter referred to herein as the "Right of Revesting"), shall be subject and subordinate to the Mortgage in all respects.

The City acknowledges and agrees that the Right of Revesting will be extinguished without further action upon (i) the foreclosure of the Mortgage and the expiration of the redemption period, or (ii) transfer of title to the Property to the Lender or one of its designees pursuant to a deed in lieu of foreclosure.

The City hereby agrees that prior to [January 10, 2026], it shall not exercise the Right of Revesting unless it pays the Loan in full on or prior to the date it exercises the Right of Revesting.

This Assignment can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by the Lender. A waiver by the Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies hereunder. All rights and remedies of the Lender shall be cumulative and shall be exercised singularly or concurrently, at the Lender's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

Except as expressly provided by this Assignment, no provision of this Assignment shall be deemed or construed to alter, amend or modify, in any way, the rights and obligations of the City against the Developer as set forth and contained in the Development Agreement.

Any notice, request, demand or other communication hereunder shall be deemed duly given if delivered or postage prepaid, certified or registered, addressed to the party as set forth below:

If to the City:

City of North St. Paul
2400 Margaret St.
North St. Paul, Minnesota 55109
Attention: City Manager

If to the Developer:

Anchor View, LLC
3601 18th Street South, Suite 103
St. Cloud, Minnesota 56301
Attention: Roger Fink

If to the Lender:

Old National Bank
10710 Town Square Drive NE
Blaine, Minnesota 55449
Attention: Jason Torke

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the Developer has caused this Assignment to be duly executed as of January ___, 2021.

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**[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT AND SUBORDINATION OF CONTRACT FOR PRIVATE DEVELOPMENT]**

CITY OF NORTH ST. PAUL,
MINNESOTA

By:________________________________
Name: ______________________________
Its: Mayor

By:________________________________
Name: ______________________________
Its: City Manager

STATE OF MINNESOTA )
) ss
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this ____ day of January, 2021, by _________________________, the Mayor of the City of North St. Paul, Minnesota, a municipal corporation organized and existing under the laws of the State of Minnesota, for and on behalf of said municipal corporation.

___________________________________
Notary Public

STATE OF MINNESOTA )
) ss
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this ____ day of __________, 2021, by _________________________, the City Manager of the City of North St. Paul, Minnesota, a municipal corporation organized and existing under the laws of the State of Minnesota, for and on behalf of said municipal corporation.

___________________________________
Notary Public

**[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT AND SUBORDINATION OF CONTRACT FOR PRIVATE DEVELOPMENT]**

ANCHOR VIEW, LLC, a Minnesota limited liability company

By:__________________________________
Name:______________________________
Its:________________________________

STATE OF MINNESOTA )
)
COUNTY OF ___________________)

The foregoing instrument was acknowledged before me this ____ day of January, 2021, by __________________, the __________________ of Anchor View, LLC, a Minnesota limited liability company, for and on behalf of the limited liability company.

______________________________________
Notary Public

**[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT AND SUBORDINATION OF CONTRACT FOR PRIVATE DEVELOPMENT]**

OLD NATIONAL BANK, a national banking association

By:__________________________________
Jason Torke
Its: Commercial Real Estate Executive

STATE OF MINNESOTA )
) ss
COUNTY OF ANOKA )

The foregoing instrument was acknowledged before me this ____ day of January 2021, by Jason Torke, a Commercial Real Estate Executive of Old National Bank, a national banking association, for and on behalf of the national banking association.

____________________________________
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Winthrop & Weinstine, P.A. (TJK)
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402-4629

**EXHIBIT A**

Lot 1, Block 2, Anchor Block Commons, Ramsey County, Minnesota.

Agenda Information Memorandum
North St. Paul City Council

January 19, 2021

FROM THE OFFICE OF ADMINISTRATION

**Agenda placement**: City Business Action Items and Recommendations

**Subject:** 2021 Commissions, Authority and Staff Liaison Appointments and Designations

**To:** Honorable Mayor and City Council

**Background/Facts**:

Each year members of the existing commissions and authority have expiring terms. The Mayor makes recommendations to the City Council for replacement or reappointment. The following members have expiring terms and have expressed their desires for reappointment.

- Economic Development Authority
  Robert Dew
- Parks and Recreation Commission
  Sarah Zahradka
- Police Civil Service Commission
  Robert Engwer, Jr.
- Planning Commission
  John Monge

The following individuals have applied for a position on the Planning Commission to fill vacancies: Andrew Wise, Jason Nordby, Erik Brenna, Wayne Horan and James Schmidt.

After review by the Mayor and City Manager, the Mayor recommends appointment of:
- Andrew Wise
- Erik Brenna

The following individuals have applied for a position on the Parks & Recreation Commission to fill vacancies:
Arthur Alvarez, Cassidy Schweer and Sarah Morrison.

After review by the Mayor and City Manager, the Mayor recommends appointment of:
- Arthur Alvarez

The following individuals have applied for a position on the Economic Development Authority, have been attending meetings and are now recommended by the Mayor and the Executive Director of the Economic Development Authority for appointment:
- Kevin Fuller
- Archie Vickerman

**Recommendation:** It is recommended the City Council approve the above recommendations for the 2021 Commissions and Authority Appointments.

**Attachments:**
Spreadsheet showing annual appointments and designations for 2021.
Resolution of approval.

Respectfully submitted,

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL

**RESOLUTION NO. 2021-xxx**

**RESOLUTION APPROVING APPOINTMENTS TO COMMISSIONS AND AUTHORITY FOR 2021**

**WHEREAS**, each year the list of appointments to commissions and authority are reviewed for expiring terms and vacancies; and,

**WHEREAS**, it is recommended that Commission members with expiring terms wishing to be renewed or new members be appointed to the next term; and,

**WHEREAS**, it is recommended that Andrew Wise, John Monge and Erik Brenna be appointed to the Planning Commission; and,

**WHEREAS**, it is recommended that Arthur Alvarez be appointed to the Parks & Recreation Commission; and,

**WHEREAS**, it is recommended that Archie Vickerman and Kevin Fuller be appointed to the Economic Development Authority; and,

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of North St. Paul, that the list for appointments be approved as submitted.

**ADOPTED** this 19th day of January, 2021.

Motion by Council Member
Second by Council Member

Voting: Aye:
Nay:
Abstain:
Absent:

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager/Clerk

CITY OF NORTH ST. PAUL - 2021 APPOINTMENTS & DESIGNATIONS

| CITY COUNCIL MEMBER DESIGNATIONS | 2021 | Term |
|---|---|---|
| Acting Mayor | Candy Petersen | 01/01/2021-12/31/2021 |
| Parks & Recreation Commission | Tim Cole | 01/01/2021-12/31/2021 |
| Planning Commission | Lisa Wong | 01/01/2021-12/31/2021 |
| Silver Lake Improvement Association | Tim Cole | 01/01/2021-12/31/2021 |
| Environmental Advisory Commission | | |
| Design Review Commission | | |

| COMMISSION & COMMITTEES | 2021 | Term |
|---|---|---|
| **Economic Development Authority (7 Members)** | | |
| *4 Year Term - City Council Member* | Terry Furlong | 01/01/2019-12/31/2022 |
| *4 Year Term - City Council Member* | Scott Thorsen | 01/01/2019-12/31/2022 |
| 3 *Year Term* | Robert Dew | 01/01/2019-12/31/2021 |
| 3 *Year Term* | Archie Vickerman | 01/01/2021-12/31/2023 |
| 3 *Year Term* | Don Jensen | 01/01/2020-12/31/2022 |
| 3 Year Term | Tom Schifsky | 01/01/2020-12/31/2022 |
| 3 Year Term | Kevin Fuller | 01/01/2021-12/31/2023 |
| Business Association Representative | Brett Garry | |
| *Executive Director* | Scott Duddeck | |
| *Staff Representatives* | TBD | |
| **Housing & Redevelopment Authority** | | |
| *Commission Chair* | Terry Furlong | 01/01/2019-12/31/2022 |
| *Commission Member* | Scott Thorsen | 01/01/2019-12/31/2022 |
| *Commission Member* | Candy Petersen | 01/01/2019-12/31/2022 |
| *Commission Member* | Tim Cole | 01/01/2021-12/31/2024 |
| *Commission Member* | Lisa Wong | 01/01/2021-12/31/2024 |
| *Executive Director* | City Manager | |
| *Staff Representative* | Jennie Kloos | |

| COMMISSION & COMMITTEES *(contiued)* | 2021 | Term |
|---|---|---|
| **Parks & Recreation Commission (9 Members)** | | |
| *3 Year Staggered Terms* | Larry Amsden | 01/01/2019-12/31/2021 |
| | Laura Greenlee-Karp | 03/23/2020-12/31/2022 |
| | Lloyd Grachek | 01/01/2020-12/31/2022 |
| | Ingrid Koller | 01/01/2019-12/31/2021 |
| | Nancy Thorsen | 01/01/2020-12/31/2022 |
| | Sarah Zahradka | 01/01/2021-12/31/2023 |
| | Arthur Alvarez | 01/01/2021-12/31/2023 |
| | Heather Haas | 06/06/2020-12/31/2022 |
| | Susan Springborn | 02/05/2020-12/31/2021 |
| *Staff Representatives* | TBD | |
| *Hockey Booster Representative* | TBD | |
| *NSPAA Representative* | TBD | |
| *North High School Representative* | TBD | |

| Planning Commission (7 Members) | | |
|---|---|---|
| *3 Year Staggered Terms* | Elaine Barton | 01/01/2020-12/31/2022 |
| | Rick Gelbman | 05/20/2020-12/31/2022 |
| | Andrew Wise | 01/01/2021-12/31/2023 |
| | Patrick Blees | 01/01/2020-12/31/2022 |
| | Allan Worm | 01/01/2020-12/31/2022 |
| | John Monge | 01/01/2021-12/31/2023 |
| | Erik Brenna | 01/01/2021-12/31-2023 |
| *Staff Representatives* | Eric Zweber, WSB | |

| Police Civil Service Commission (3 Members) | | |
|---|---|---|
| *3 Year Staggered Terms* | Robert Engwer, Jr. | 01/01/2021-01/01/2023 |
| | Dave McKenzie | 01/01/2020-12/31/2022 |
| | Dave Zick | 01/01/2019-12/31/2021 |
| | Shaughn Erickson - alternate | 05/22/2019-current |
| | | |
| | | |

| ORGANIZATIONS | 2021 | Term |
|---|---|---|
| **Metro Cities** | | |
| *Legislative Contact* | Candy Petersen | 12/31/2021 |
| *Legislative Contact* | City Manager | 12/31/2021 |
| **Minnesota Municipal Power Agency** | | |
| *City Board Member Representative* | Brian Frandle | 12/31/2021 |
| *Board Member Alternate* | City Manager | 12/31/2021 |
| **North St. Paul Business Association** | | |
| *Council Representative* | Scott Thorsen | 12/31/2021 |
| *Staff Representatives* | City Manager | 12/31/2021 |
| **Ramsey County League of Local Governments** | | |
| *Council Delegate* | Candy Petersen | 12/31/2021 |
| *City Staff Alternate* | City Manager | 12/31/2021 |
| **Ramsey-Washington Metro Watershed District Board** | | |
| *Staff Representative* | TBD | 12/31/2021 |
| *Alternate* | Tim Cole | 12/31/2021 |
| **Silver Lake Improvement Association** | | |
| *Council Representative* | Tim Cole | 12/31/2021 |
| *Citizen Representative* | Rick Gelbmann/Joynce Germscheid | 12/31/2021 |
| **Valley Branch Watershed District Technical Advisory Committee** | | |
| *Staff Representative* | TBD | 12/31/2021 |
| *Council Alternate* | Tim Cole | 12/31/2021 |

| STAFF & CONSULTANTS | 2021 | |
|---|---|---|
| City Manager | Scott Duddeck | |
| City Attorney | Campbell Knutson | Soren Mattick<br>Joel Jamnick |
| City Auditor | MMKR & Company, P.A. | Aaron Nielsen |
| City Engineer | WSB & Associates | Morgan Dawley |
| City Prosecuting Attorney | Erickson, Bell, Beckman & Quinn | Caroline Beckman |

| FINANCIAL & NEWSPAPER | 2021 | |
|---|---|---|
| Official Depository | Premier Bank | |
| Other Depository | US Bank | |
| Investments | Moreton Capital Markets LLC<br>RBC Capital Markets<br>4M Fund | |
| | | |
| Official Newspaper | Star Tribune | |
| **FINANCE COMMITTEE** | **2021** | |
| Council Representative | Terry Fulong | |
| Council Representative | Scott Thorsen | |
| Staff Representative | City Manager | |
| Staff Representative | Finance Director | |

Agenda Information Memorandum
North St. Paul City Council
January 19, 2021

FROM THE OFFICE OF THE POLICE DEPARTMENT

**Agenda placement**: Consent

**Subject:** Application for a City (local) Charitable Gambling Permit for an event to be conducted by the Richardson Elementary School Parent Support Group (PTA), Friday, May 7, 2021.

**To:** Honorable Mayor and City Council

**Background/Facts**:

- Richardson Elementary PTA applying as a non-profit organization.
- Event to be held Friday, May 7, 2021 at Richardson Elementary School.
- Richardson Elementary PTA is registered as a 501(c) (3) non-profit, public charity with the State.
- Event to include lawful excluded forms of charitable gambling.
- Richardson Elementary PTA has been issued previous local charitable gambling permit(s).

**Recommendation:** It is recommended the City Council approve the application for Charitable Gambling for Richardson Elementary PTA.

**Attachments:**
Resolution

**Items reviewed by Police Chief Lauth:**
Application for City Charitable Gambling Permit No. 2020-001.
Department of Treasury/IRS 501(c) (3), Public Charity confirmation.
Data Practices Tennessen Warning.

Respectfully submitted,

Tom Lauth
Chief of Police

APPROVED FOR AGENDA ENCLOSURE:

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL
Consent Agenda

**RESOLUTION NO. 2021-XXX**

**RESOLUTION APPROVING A LOCAL LAWFUL CHARITABLE GAMBLING APPLICATION FOR RICHARDSON ELEMENTARY SCHOOL PARENT SUPPORT GROUP (PTA)**

**WHEREAS**, the Richardson Elementary School Parent Support Group (PTA) has applied to conduct a local lawful exempt gambling event; and,

**WHEREAS**, this is intended as a fundraising event and will include lawful forms of exempt gambling to take place on Friday, May 7th, 2021 at Richardson Elementary School, 2615 1st Street, North St. Paul; and,

**WHEREAS**, the Richardson Elementary School PTA is a non-profit organization and will pay out less than $1,500 in prizes for the 2021 calendar year; and

**WHEREAS,** the Richardson Elementary School PTA, has previously been granted local lawful gambling permits; and

**NOW THEREFORE BE IT RESOLVED** BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, that said application is hereby approved for the Richardson Elementary School PTA to conduct a Local Lawful Charitable Gambling event, on Friday, May 7th, 2021; and

**BE IT FURTHER RESOLVED,** the City sixty-day waiting period is hereby waived.

**ADOPTED** this 19th day of January, 2021.

Motion by Council Member xxx
Second by Council Member xxx

| | |
|---|---|
| Voting: Aye: | Council Member Thorsen |
| | Council Member Petersen |
| | Council Member Cole |
| | Council Member Wong |
| | Mayor Furlong |
| Nays: | None |
| Absent: | None |
| Abstain: | None |

____________________________
Terrence J. Furlong, Mayor

Attest: ____________________________
Scott A. Duddeck, City Manager/ Clerk