1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. PRESENTATIONS:

6. CITIZEN’S COMMENTS (Comments are limited to 3 minutes in length.)

7. AGENDA:
   A. Approval of Agenda
      Action – Motion to Approve
      Action – Motion to Approve as Amended

8. CONSENT AGENDA:
   All items listed on the Consent Agenda are items, which are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from the consent agenda and considered at the end of the Consent Agenda.
   A. Business Licenses
   B. Appointing Election Judges and Absentee Ballot Board for the 2020 Elections – Resolution 2020-1
   C. Approve purchase of a combination sewer jet/vacuum truck and equipment from MacQueen Equipment
   D. Approve a Statewide Health Improvement Partnership (SHIP) Grant Joint Powers Agreement with Dakota County to Conduct a Bryant Avenue Bridge Pedestrian Feasibility Study at Kaposia Landing
   E. City Council Meeting Minutes of December 16, 2019
   F. Electrical Inspections Agreement with Patrick McMullen
   G. Designation of Legal Publication for the City
   H. Designation of Depositories and Electronic Funds Transfer Authority
I. Accounts Payable

J. Approve Lease with the Civil Air Patrol at Fleming Field Airport

K. Accept the 2019 Third Quarter Financial Report

L. 2020 Meal and Mileage Reimbursement Rates

9. PUBLIC HEARINGS:

   A. Rental License Revocation Hearings

10. GENERAL BUSINESS:

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:
AGENDA ITEM:  Business Licenses

ACTION TO BE CONSIDERED:

Motion to adopt attached list, approving Business Licenses.

OVERVIEW:

Unless provided by City Code, licenses are annual and expire on May 31st of each year. Municipal Code requires that all licenses are approved by the City Council and subject to submittal of insurance certificates, forms and background investigation, when required, prior to issuance.

License renewals must be filed with the City Clerk at least 30 days before the license expires, that date being April 30th of each year.

The attached listing includes the following new applications:

<table>
<thead>
<tr>
<th>License Type</th>
<th>Applicant</th>
<th>Property Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental Housing License</td>
<td>Equitron Holdings, LLC</td>
<td>1325 Butler Ct</td>
</tr>
<tr>
<td>Rental Housing License</td>
<td>Timberly Ann Johnson</td>
<td>340 5th Ave S</td>
</tr>
<tr>
<td>Charitable Gambling</td>
<td>Church of St. John Vianney</td>
<td>840 19th Ave N</td>
</tr>
</tbody>
</table>

SOURCE OF FUNDS:

N/A
<table>
<thead>
<tr>
<th>ID</th>
<th>Company</th>
<th>License #</th>
<th>License Type</th>
<th>Status</th>
<th>Issued</th>
<th>Expires</th>
<th>Address</th>
<th>Complex</th>
<th>Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>14559</td>
<td>Church of St. John Vianney</td>
<td>00009196</td>
<td>Charitable Gambling Exempt Permit</td>
<td>A</td>
<td>12/16/2019</td>
<td>02/02/2020</td>
<td>840 19th Ave N</td>
<td>Church of St. John Vianney</td>
<td>01/06/2020</td>
</tr>
<tr>
<td>12873</td>
<td>Timberly Johnson</td>
<td>00009195</td>
<td>Rental Housing</td>
<td>A</td>
<td>12/16/2019</td>
<td>05/31/2020</td>
<td>340 5th Ave S</td>
<td>Church of St. John Vianney</td>
<td>01/06/2020</td>
</tr>
<tr>
<td>15226</td>
<td>Equitron Holdings, LLC</td>
<td>00009192</td>
<td>Rental Housing</td>
<td>A</td>
<td>12/05/2019</td>
<td>05/31/2020</td>
<td>1325 Butler Ct</td>
<td>01/06/2020</td>
<td>01/06/2020</td>
</tr>
</tbody>
</table>
AGENDA ITEM: Appointment of Election Judges and Absentee Ballot Board

ACTION TO BE CONSIDERED:

Motion to adopt Resolution No. 2020-1, Appointing Election Judges and the Absentee Ballot Board for the 2020 Elections to be held on the following dates:

- Tuesday March 3, 2020 – Presidential Nomination Primary
- Tuesday, August 11, 2020 – Primary Election
- Tuesday, November 3, 2020 – General Election

OVERVIEW:

Section 204B.21, Subd. 2 of the Minnesota Election Laws requires that Election Judges shall be appointed by the governing body of the municipality.

The attached list of names includes Election Judges who have worked over the past several years, as well as new Election Judges, and members of the Absentee Ballot Board. All Election Judges will be required to attend a two-hour training as mandated by State Law. The Election Judges that are appointed by the City continue to provide the most efficiently run election in Dakota County. They are very committed and dedicated to their work as Election Judges.

SOURCE OF FUNDS:

N/A
# 2020 Election Judges
## Election Judges and Absentee Ballot Board

### Precinct 1  St. John Vianney Church – 789 17th Avenue North

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michal Adrian</td>
<td>1567 Willis Ave</td>
</tr>
<tr>
<td>Margaret Benkush</td>
<td>701 17th Ave S</td>
</tr>
<tr>
<td>Ruth Cherrier</td>
<td>732 10th Ave N</td>
</tr>
<tr>
<td>LouAnn Goossens - Chair</td>
<td>2100 Wentworth Ave</td>
</tr>
<tr>
<td>Kathy Petrie</td>
<td>432 13th Ave N</td>
</tr>
<tr>
<td>Jane Richards</td>
<td>1711 Hawley Ave</td>
</tr>
<tr>
<td>Linne Rund</td>
<td>358 6th Ave N</td>
</tr>
</tbody>
</table>

### Precinct 2  First Presbyterian Church – 535 20th Avenue North

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ernesto Bernal</td>
<td>239 8th Avenue South</td>
</tr>
<tr>
<td>Laura Evans</td>
<td>946 15th Avenue North</td>
</tr>
<tr>
<td>William Filler</td>
<td>540 14th Avenue North</td>
</tr>
<tr>
<td>Marlisse Klimas, Co Chair</td>
<td>337 15th Avenue North, #317</td>
</tr>
<tr>
<td>Colinda Blackbird, Chair</td>
<td>240 21st Avenue South, #20</td>
</tr>
</tbody>
</table>

### Precinct 3  Luther Memorial Church- 315 15th Avenue North

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas Polzin, Chair</td>
<td>228 10th Avenue South</td>
</tr>
<tr>
<td>John Cosgrove</td>
<td>139 11th Avenue North</td>
</tr>
<tr>
<td>Marie Fetter</td>
<td>300 Grand Avenue, #406</td>
</tr>
<tr>
<td>Stephanie Lawter</td>
<td>2200 Southview Blvd</td>
</tr>
<tr>
<td>Barb Klingberg</td>
<td>273 Wentworth Avenue East, West St. Paul</td>
</tr>
<tr>
<td>Helena Mason</td>
<td>127 18th Avenue South</td>
</tr>
<tr>
<td>Jessica Stejskal Biever</td>
<td>136 12th Ave N</td>
</tr>
<tr>
<td>Thomas Willenbring</td>
<td>2183 Holly Ave, Oakdale 55128</td>
</tr>
</tbody>
</table>

### Precinct 4  Dakota County Museum – 130 3rd Avenue North

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doris Bringgold, Chair</td>
<td>414 8th Avenue South</td>
</tr>
<tr>
<td>Virginia Lanegran, Co Chair</td>
<td>100 4th Avenue North #301</td>
</tr>
<tr>
<td>Faye Baumann</td>
<td>716 7th Avenue South</td>
</tr>
<tr>
<td>Suzanne Bernal</td>
<td>239 8th Avenue South</td>
</tr>
<tr>
<td>Wendy Felton</td>
<td>120 6th Ave South</td>
</tr>
<tr>
<td>Paul Humann</td>
<td>228 4th Ave South</td>
</tr>
</tbody>
</table>
### Precinct 5 – Concordia Lutheran – 255 Douglas Street West

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rich Rakness, Chair</td>
<td>222 Dale Street East</td>
</tr>
<tr>
<td>Joann Larson, Co-Chair</td>
<td>113 Frost Street West</td>
</tr>
<tr>
<td>Hilary Wagner</td>
<td>548 7th Ave South</td>
</tr>
<tr>
<td>James McClosky</td>
<td>603 14th Ave North</td>
</tr>
<tr>
<td>Karen Mason</td>
<td>112 9th Street East</td>
</tr>
<tr>
<td>Marylee Schowalter</td>
<td>143 Frost Street East</td>
</tr>
<tr>
<td>Carol Kinney</td>
<td>601 5th Ave South</td>
</tr>
<tr>
<td>James Pickar</td>
<td>1551 Lincoln Park</td>
</tr>
</tbody>
</table>

### Absentee Ballot Board and Trained Election Staff

Christy Wilcox, City Clerk  
Renee Schmitt, Deputy City Clerk  
Kim Woog  
Deb Krier  
Shelly Anderson  
Sandy Haima
Agenda Item: Purchase of a combination sewer jet/vacuum truck and equipment from Macqueen Equipment

Action to be considered:

Motion to approve the purchase of a combination sewer jet/vacuum truck body and equipment from Macqueen Equipment, in the amount of $473,392.

Overview:

The 2020 Central Garage fund has $480,000 for the replacement of our current model a 2005 combination sewer jet/vacuum truck. The existing combination truck is primarily used for cleaning sanitary sewers, storm sewer, storm sumps, and lift stations. The truck is also used by all divisions throughout the year for various maintenance activities. The truck is relied upon for routine maintenance and is depended upon for emergencies. Its wear is consistent with a 15-year-old vehicle used for commercial use and in need of extensive rehab. Staff is also trading in 2013 the sewer televising trailer and equipment due to lack of use and aging technology. Staff feels that the lack of personnel required too effectively operate the televising equipment in an efficient manner, and keep the equipment and technology in working order, is no longer cost effective.

The retiring combination sewer jet/vacuum truck and camera trailer will be traded in. The trade value of the two pieces of equipment is $31,000

| Macqueen Equipment Truck and Equipment | $465,034 |
| State sales Tax for Cab and Chassis     | $8,357.51 |
| Trade in Value                          | ($31,000) |

Staff recommends consideration of the purchase of a 2020 combination sewer jet/vacuum truck and equipment, using the State of Minnesota Contract #139819, in the amount of $473,392. 6.5% sales tax for the cab and chassis is included as shown above.

Source of Funds:

2020 Capital Improvement Program (CIP)
**Q U O T E**  EXPIRY DATE: 12/27/2019

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>PRICING BASED OFF MINNESOTA STATE CONTRACT #139819</td>
<td>357457.00</td>
</tr>
<tr>
<td>1.0 BASE UNIT 2020 VACTOR 21001 $251,235</td>
<td></td>
</tr>
<tr>
<td>2.8 15 YD PD BODY, 824 15&quot; $22338</td>
<td></td>
</tr>
<tr>
<td>2.10 6&quot; BUTTERFLY VALVE REAR DOOR $838</td>
<td></td>
</tr>
<tr>
<td>2.16 TRASH PUMP $11914</td>
<td></td>
</tr>
<tr>
<td>2.19 STAND PIPE AND SCREEN $1058</td>
<td></td>
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<tr>
<td>2.23 HYDRAULIC PIPE RACK $2001 EA. ($4002)</td>
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<tr>
<td>2.24 REAR DOOR SPLASH SHIELD $1557</td>
<td></td>
</tr>
<tr>
<td>2.25 LUBE MANIFOLD $2312</td>
<td></td>
</tr>
<tr>
<td>2.29 BODY UP ALARM $924</td>
<td></td>
</tr>
<tr>
<td>2.36 FRONT AND REAR CAMERA $646</td>
<td></td>
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<tr>
<td>3.1 CYCLONE SEPARATOR $5351</td>
<td></td>
</tr>
<tr>
<td>3.5 FRONT BLOWER ENGAGEMENT $5098</td>
<td></td>
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<tr>
<td>3.6 BLOWER HIGH TEMP SHUTDOWN $540</td>
<td></td>
</tr>
<tr>
<td>3.9 ROOTS 824/18&quot; PD BLOWER $9354</td>
<td></td>
</tr>
<tr>
<td>4.4 10'X15' BOOM $10827</td>
<td></td>
</tr>
<tr>
<td>4.10 WIRELESS CONTROLLER $3152</td>
<td></td>
</tr>
<tr>
<td>5.5 ACCUMULATOR $823</td>
<td></td>
</tr>
<tr>
<td>5.8 ENGINE COOLING PACKAGE $3504</td>
<td></td>
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<tr>
<td>5.10 HYDRO EXC. KIT $3538</td>
<td></td>
</tr>
<tr>
<td>5.11 HOSE REEL HYDRO EX $1479</td>
<td></td>
</tr>
<tr>
<td>6.6 AUTO WIND GUIDE $5309</td>
<td></td>
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<tr>
<td>6.13 HYDRAULIC TEMP ALARM $626</td>
<td></td>
</tr>
<tr>
<td>7.4 1500 GALLON WATER CAPACITY $1358</td>
<td></td>
</tr>
<tr>
<td>7.7 CONTINUOUS FILL $1811</td>
<td></td>
</tr>
<tr>
<td>7.9 LOW WATER ALARM WITH LIGHT $658</td>
<td></td>
</tr>
<tr>
<td>8.2 CURBSIDE CHASSIS FRAME TOOLBOX $1773</td>
<td></td>
</tr>
<tr>
<td>8.3 FRONT BUMPER TOOLBOX $2034</td>
<td></td>
</tr>
<tr>
<td>8.5 BEHIND CAB TOOLBOX 96&quot; $3304</td>
<td></td>
</tr>
<tr>
<td>8.9 STREET SIDE TOOL BOX $1369</td>
<td></td>
</tr>
<tr>
<td>9.8 DOT3 LIGHTING SYSTEM 4 LIGHT $1379</td>
<td></td>
</tr>
<tr>
<td>9.15 4 REAR STROBES $1255</td>
<td></td>
</tr>
<tr>
<td>9.18 WORKLIGHTS ON BOOM $803</td>
<td></td>
</tr>
</tbody>
</table>
Ship To: IN STORE PICKUP

Invoice To: CITY OF SOUTH ST. PAUL
OFFICE OF CITY CLERK
125 - 3RD AVENUE NORTH
SO. ST. PAUL MN 55075

MacQueen Equipment
1125 7th Street E
St Paul, MN 55106
651-645-5726 • 800-832-6417

Branch: 01 - MACQUEEN EQUIP

Description ** QUOTE ** EXPIRY DATE: 12/27/2019 Amount

9.19 WORKLIGHT HOSE REEL $676 EA.
2-9.28 SONETICS APX377 $9097 EA. ($1994)
9.31 COMHUB $2618

PRICING INCLUDES FREIGHT, PDI, DELIVERY & ON-SITE TRAINING.

Sale # 01 Subtotal: 367457.00
TOTAL: 367457.00

9.54 2020 PETERBUILT CHASSIS, 430 HP, AUTO, TANDEM $128,577

Sale # 02 Subtotal: 128577.00
VEHICLE TAX: 8357.51
TOTAL: 136934.51

Trade Ins

Serial #: V
2005 VACTOR 2110 1500 PD 8124/16

Serial #: ARIES
ARIES TELEVISIONING SYSTEM

Trade In Total: 31000.00

Subtotal: 465034.00
VEHICLE TAX: 8357.51
Quote Total: 473391.51

Authorization: 

Visit Us Online
www.macqueengroup.com
AGENDA ITEM: Joint Powers Agreement with Dakota County for the acceptance of a SHIP Grant for funding a feasibility study for a pedestrian bridge at the Kaposia Landing entrance at Bryant Avenue

DESIRED MEETING OUTCOMES:

Motion to adopt Resolution 2020-3 approving a Joint Powers Agreement (JPA) between the City of South St. Paul and Dakota County for a Statewide Health Improvement Partnership (SHIP) grant to conduct a feasibility study for the viability of a Pedestrian Bridge at Kaposia Landing at Bryant Avenue.

OVERVIEW:

The City of South St. Paul was successful in receiving grant funding to conduct a feasibility study for Kaposia Landing at Bryant Avenue from the Statewide Health Improvement Partnership (SHIP) administered by Dakota County. The City requested SHIP funding to analyze design and funding options to designate or construct a pedestrian dedicated walkway to access Kaposia Landing’s southern end and the Mississippi River Regional Greenway.

In order to gain access to the Kaposia Landing property before landfill closure and park development, a vehicular bridge was constructed in 2003. The bridge meets MnDOT standards however does not provide a safe and accessible separated or shared pedestrian way to cross the bridge to access Kaposia Landing’s southern end. A pedestrian way would provide safer access to the internal and regional trails and the active and passive amenities at Kaposia Landing while encourage non-vehicular access to the park and trails for walking, biking, running, and commuting.

The SHIP grant funding awarded for the feasibility study is $26,000. There is no local match required. If accepted, the grant will allow for the hiring of an engineering consultant to conduct the feasibility study which will include public engagement and collaboration with Dakota County.

At the conclusion of this approximate six month process, a preferred method for pedestrians to cross the Bryant Avenue area east into Kaposia Landing will be recommended. As a result of successful feasibility analysis, the concluding report will support future transportation grant application to fund the construction or designation of a pedestrian way, improving access and safety for park and trail users.

Resolution 2020-3, Dakota County’s JPA, and supplemental materials are attached for your review.

SOURCE OF FUNDS:

2019 SHIP Grant Award: $26,000. Local funding match is not required.
RESOLUTION NO. 2020-3

RESOLUTION APPROVING A JOINT POWERS AGREEMENT WITH DAKOTA COUNTY FOR SHIP GRANT FUNDING FOR THE KAPOSIA LANDING BRYANT AVENUE BRIDGE PEDESTRIAN FEASIBILITY STUDY

WHEREAS, in 2019 the City of South St. Paul applied for a Statewide Health Improvement Partnership (SHIP) grant administered by Dakota County to provided funding to conduct a feasibility study for the viability of a Pedestrian Bridge at Kaposia Landing at Bryant Avenue; and

WHEREAS, the successful award of a SHIP grant requires the adoption of a Joint Powers Agreement (JPA) with Dakota County for the grant funding to be released; and

WHEREAS, the City will lead the feasibility study, utilizing a contract with an engineering consultant and shall be responsible for awarding contract(s) for the feasibility study to include public engagement and review with the Parks & Recreation Advisory Commission and City Council during the feasibility study process; and

WHEREAS, entering into a JPA with Dakota County will allow for the City to begin feasibility analysis and public engagement as funded by the grant; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of South St. Paul, Minnesota that,

1. The JPA with Dakota County is approved and the City may enter into a professional services contract on the terms and conditions as approved by the City Attorney.

2. Upon finalization of the contract between Dakota County and the City on terms and conditions approved by the City Attorney, the Mayor and the City Clerk are authorized and directed to execute the contract in the name and on behalf of the City.

Adopted this 6th day of January, 2020.

______________________________
Christy Wilcox, City Clerk
JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
THE CITY OF SOUTH ST. PAUL

This Joint Powers Agreement ("Agreement") is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Physical Development Division, 14955 Galaxie Avenue, Apple Valley, Minnesota 55124 ("County"), and the City of South St. Paul ("City"), by and through their respective governing bodies.

RECITALS

WHEREAS, Minn. Stat. § 471.59 authorizes local government units to jointly and cooperatively exercise any power common to the contracting parties; and

WHEREAS, City is a governmental unit and political subdivision of the State of Minnesota; and

WHEREAS, County is a governmental unit and political subdivision of the State of Minnesota; and;

WHEREAS, the County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Health Board Grant Project Agreement No. 100381, attached hereto as set forth in Exhibit A for implementation of the County’s Statewide Health Improvement Program ("SHIP"); and

WHEREAS, the County and the City are desirous of entering into this Agreement so that the County and the City may share the cost to for the Kaposia Landing Bryant Avenue Bridge Pedestrian Feasibility Study in the City of South St. Paul ("Project").

NOW, THEREFORE, in consideration of the mutual promises and benefits that the City and the County shall derive from this Agreement, the City and County hereby enter into this Agreement for the purposes stated herein.

1. Effective Date and Term. This Agreement shall be effective as of the dates of signature by the parties. This Agreement shall remain in effect until October 31, 2020 or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

2. Grant of Monies. The County agrees to reimburse the City in an amount not to exceed $26,000 for costs incurred for the Kaposia Landing Bryant Avenue Bridge Pedestrian Feasibility Study in the City of South St. Paul during the period from the Effective Date through October 31, 2020.

3. Purpose. The purpose of this Agreement is to provide cooperation and funding by the County to the City for the Kaposia Landing Bryant Avenue Bridge Pedestrian Feasibility Study in the City of South St. Paul. All funds provided by the County are to be used by the City solely for this purpose. Funds obtained by the City pursuant to this Agreement shall
only be used for the payment of actual professional services provided by the chosen engineering consultant.

4. **Obligations of the City.**

Conduct a feasibility study for the Kaposia Landing Bryant Avenue Pedestrian Bridge in the City of South St. Paul. The City will lead the feasibility study, utilizing a contract with an engineering consultant and shall be responsible for awarding contract(s) for the feasibility study. The study shall be conducted as more fully described in Exhibit B, South St. Paul Contract Deliverables for the Kaposia Landing Bryant Avenue Bridge Pedestrian Feasibility Study Funded by the Statewide Health Improvement Program (SHIP) and Exhibit C, Statewide Health Improvement Program (SHIP) Application for Local Funding, attached hereto and incorporated by reference herein.

5. **Reimbursement.**

After this Agreement has been executed by both parties, the City may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with the Agreement.

The County will reimburse the City within 45 calendar days of the City’s submission of invoices to the County. Invoices must be submitted in the form acceptable to the County. All requests for reimbursement must be submitted by September 15, 2020. The City must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with Master Grant Contract No. 12-700-0068 attached hereto as set forth in Exhibit D, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

6. **Miscellaneous.**

A. **Authorized Representatives.** The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

   The County's Authorized Representative is:

   Steven C. Mielke, Director  
   Physical Development Division  
   14955 Galaxie Avenue  
   Apple Valley, MN  55124  
   Telephone: (952) 891-7007  
   Email:  Steven.Mielke@co.dakota.mn.us
Steven Mielke, or his successor, has the responsibility to monitor the City’s performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The City’s Authorized Representative is:

James P. Francis  
Mayor  
City of South St. Paul  
100 7th Avenue North  
South St. Paul, MN 55075  
Telephone: 651.554.3284  
Email: jfrancis@sspmn.org

In addition, notification to the City or to the County regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

B. Assignment, Amendments, Waiver and Complete Agreement.

i. Assignment. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the City.

ii. Use of Contractors. The City may engage contractors to perform activities funded pursuant to this Agreement. However, the City retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the City from any of its obligations under this Agreement.

If the City engages any contractors to perform any part of the activities, the City agrees that the contract for such services shall include the following provisions:

(a) The contractor must maintain all records and provide all reporting as required by this Agreement.

(b) The contractor must defend, indemnify, and save harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
(c) The contractor must provide and maintain insurance through the
term of this Agreement in amounts and types of coverage as set forth
in the Insurance Agreement Terms, which is attached an Incorporated as Exhibit E, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage.

(d) The contractor must be an independent contractor for the purposes
of completing the contracted work.

(e) The contractor must acknowledge that the contract between the City
and the contractor does not create any contractual relationship
between County and the contractor.

(f) The contractor shall perform and complete the activities in full
compliance with this Agreement and all applicable laws, statutes,
rules, ordinances, and regulations issued by any federal, state, or
local political subdivisions having jurisdiction over the activities.

iii. Amendments. Any amendment to this Agreement must be in writing and executed by the County and the City.

iv. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

v. Agreement Complete. This Agreement and exhibits contain all negotiations and agreements between the County and the City. No other understanding regarding this Agreement, whether written or oral may be used to bind either party.

C. Indemnification. Each party to this Agreement shall be liable for the acts or omissions
of its officers, directors, employees or agents and the results thereof to the fullest extent
authorized by law and shall not be responsible for the acts of the other party, its officers,
directors, employees or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties’ acts or omissions. In the event of any claims or actions asserted or filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. In order to insure a unified defense against any third-party liability claims arising from work of the Project, City agrees to require all contractors or subcontractors hired to do any work on the feasibility and alignment study to maintain commercial general liability insurance in the amounts consistent with the minimum limits of coverage established by Minn. Stat. § 466.04 during the terms of the Project. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance company or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.
D. **Audit.** The City shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the City shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The City shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.

E. **Data Practices.** The City agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.

F. **Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall the County be considered or deemed to be an agent, representative or employee of the City in the performance of this Agreement. Personnel of the City or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

G. **Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.

H. **Nondiscrimination.** The City agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the City agrees not to discriminate against any employee, applicant for employment, or participant in this Agreement because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation.

I. **Compliance with Law.** The City agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations. The City is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.

J. **Default and Remedies.**

i. **Events of Default.** The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the City fails to fully comply with any material provision, term, or condition contained in this Agreement.
ii. **Notice of Event of Default and Opportunity to Cure.** Upon the County's giving the City written notice of an event of default, the City shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the City is using its best efforts to cure and is making reasonable progress in curing such events of default (the “Cure Period”). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the City shall propose in writing the actions that the City proposes to take and the schedule required to cure the event of default.

iii. **Remedies.** Upon the City’s failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:

   (a) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.

   (b) The County may enforce any additional remedies it may have in law or equity.

   (c) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days’ written notice to the City. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

L. **Non-Appropriation.** Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.
M. **Ownership of Materials and Intellectual Property Rights.**

i. The County agrees to, and hereby does, assign all rights, title and interest it may have in the materials conceived or created by the City, or its employees or subgrantees, and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (“Materials”).

ii. The City represents and warrants that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. City shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the Authority would otherwise possess.

7. **Special Condition.** The City understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County by Grant Agreement No. 100381, attached hereto as Exhibit A and incorporated herein, including but not limited to the following:

A. Any publicity given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify the State of Minnesota through the Minnesota State Department of Health (“Department”) as a sponsoring agency and shall not be released unless approved in writing by the Department’s authorized representative.

B. The City shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney fees incurred by the Department, arising from the performance of the activities funded by this Agreement by the City or its agents or employees.

C. The City, by executing this Agreement, grants to the Department a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Materials for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

/s/ Joseph Trojack 12/23/19  
Assistant County Attorney/Date  
KS-19-571

Dakota County BR 19-768

COUNTY OF DAKOTA

By: ________________________________  
Steven C. Mielke  
Title: Director, Physical Development Division  
Date: ________________________________

CITY OF

By: ________________________________  
James P. Francis  
Title: Mayor  
Date: ________________________________

AND

By: ________________________________  
Title: ________________________________  
Date: ________________________________
Grant Project Agreement Number: 100381
Between the Minnesota Department of Health and Dakota County Community Health Board

Minnesota Department of Health
Community Health Board Grant Project Agreement

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("STATE") and Dakota County Community Health Board, an independent organization, and an employee of the State of Minnesota, address: 1 Mississippi Road W., Suite 410, West St. Paul, MN, 55118, ("GRANTEE").

1. Under Minnesota Statutes 144.0742, the STATE is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;

2. The STATE and the GRANTEE have entered into Master Grant Contract number 12-700-08058 ("Master Grant Contract") effective January 1, 2015 or subsequent Master Grant Contracts and amendments and supplements thereto;

3. The STATE, pursuant to Minnesota Statutes 145.986 is empowered to award Statewide Health Improvement Programs (hereinafter "SHIP") grants to convene, coordinate, and implement evidence-based strategies targeted at reducing the percentage of Minnesotans who are obese or overweight and at reducing the use of tobacco;

4. The GRANTEE represents that it is duly qualified and willing to perform the duties described in this grant project agreement to the satisfaction of the STATE. Pursuant to Minnesota Statutes Section 16B.98, subdivision 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

NOW, THEREFORE, it is agreed:

1. ** Incorporation of Master Grant Contract. All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement. **

2. ** Terms of Agreement. **

   2.1 ** Effective date.** This grant project agreement shall be effective on November 1, 2015, or the date the STATE obtains all required signatures under Minnesota Statutes 16B.98. Subd. 5(c), whichever is later. The GRANTEE must not begin work until this contract is fully executed and the State's Authorized Representative has notified the GRANTEE that work may commence.

   2.2 ** Expiration date.** October 31, 2020, or until all obligations have been fulfilled to the satisfaction of the STATE, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this statement.

3. ** Grantee's Duties and Responsibilities.** The GRANTEE shall:

   A. Comply with the following grant requirements:

   ** General **

   1. Work with STATE to finalize GRANTEE's yearly work plan and budget. The annual budget and work plan must be approved by STATE by November 1, and is incorporated into this GRANT PROJECT AGREEMENT by reference.
2. Perform the activities approved in the work plan. GRANTEE shall contact the STATE if GRANTEE is no longer able to fulfill a work plan activity and GRANTEE shall request approval before pursuing any additional activities not described in the original work plan. If grant deliverables are not completed satisfactorily, the STATE has the authority to withhold and/or recover funds.

3. Designate or hire a full-time SHIP project coordinator or equivalent. Grantee's budget must include a minimum of one FTE to coordinate the activities of the grant.

4. Designate a SHIP staff person to facilitate evaluation tasks and communicate with MDH evaluation staff and contractors.

5. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.

6. Participate in site visits and grant reconciliation processes with the STATE.

7. Participate in regularly scheduled calls and meetings with community specialists.

8. Participate in STATE-sponsored technical assistance calls, webinars, and trainings.

9. Attend STATE-sponsored conferences, meetings, and in-person trainings.

10. Comply with MDH product approval outlined in the Communications Guidance and Materials document on the SHIP website.

11. Allow MDH and others to use any products or materials produced with SHIP funds.

Reporting:

1. Participate in all required evaluation activities as outlined in the SHIP Application.

2. Completed progress and evaluation reports will be due quarterly, a schedule for years 1 and 2 quarterly reporting is provided below. MDH will provide guidance regarding the required content of the reports.

**Year 1**

**Reporting Period**
- February 1, 2016 – April 30, 2016
- May 1, 2016 – July 31, 2016
- August 1, 2016 – October 31, 2016

**Report Submission Date**
- February 29, 2016
- May 31, 2016
- August 30, 2016
- November 30, 2016

**Year 2**

**Reporting Period**
- November 1, 2016 – January 31, 2017
- February 1, 2017 – April 30, 2017
- May 1, 2017 – July 31, 2017
- August 1, 2017 – October 31, 2017

**Report Submission Date**
- February 28, 2017
- May 31, 2017
- August 30, 2017
- November 30, 2017
Financial

1. Adhere to the request and approval process set forth by the STATE in the SHIP 4 Grantee Financial Reference Guide.
2. Obtain prior approval from MDH for all subcontracts or mini-grants over $5,000, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
5. Ensure that administrative costs are explained and justifiable. The STATE will accept up to the grantee’s current federally approved rate. If GRANTTEE does not have a federally approved indirect cost rate, the STATE will accept an indirect rate of up to 10 percent of the total grant award.
6. Report to the STATE other funding sources, including grants from other sources, that are directed toward tobacco and obesity, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.
8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce tobacco use and exposure and prevent obesity, and/or replace disenfranchised funds from the STATE, the federal government, or another third party previously used to reduce tobacco use and exposure and prevent obesity. GRANTTEE may not use SHIP funds to replace federal, state, local, or tribal funding GRANTTEE currently uses to reduce tobacco use and exposure or prevent obesity.

Lobbying

1. Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts, assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.

4. Consideration and Payment

4.1 Consideration. The STATE will pay for all services performed by the GRANTTEE under this grant project agreement as follows:

(a) Compensation. The GRANTTEE will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the STATE’s Authorized Representative, except the STATE reserves the right to honor invoices that are submitted more than 30 days after the submission date specified.
Budget periods for the five years are as follows:

- Year 1, November 1, 2015 through October 31, 2016: $775,704.00
- Year 2, November 1, 2016 through October 31, 2017: $782,859.00
- Year 3, November 1, 2017 through October 31, 2018: $782,859.00
- Year 4, November 1, 2018 through October 31, 2019: $782,859.00
- Year 5, November 1, 2019 through October 31, 2020: $782,859.00

(b) **Total Obligation.** The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant project agreement will not exceed three million nine hundred fourteen thousand one hundred forty dollars ($3,914,140.00).

(c) **Budget Modifications.** Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) or incorporated in Exhibit B) requires prior approval from the STATE and must be indicated in submitted reports. Failure to obtain prior approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the STATE provided that such modification is indicated in submitted reports and that the total obligation of the STATE for all compensation and reimbursements to the GRANTEE shall not exceed the total obligation listed in 4.1(b) or Exhibit B.

4.2 **Terms of Payment.**

(a) **Invoice.** The STATE will promptly pay the GRANTEE after the GRANTEE presents an itemized invoice for the services actually performed and the STATE’s Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Invoices shall be submitted on a form prescribed by the STATE for each month and submitted within 45 days after the end of the month.

(b) **Matching Requirements.** GRANTEE certifies that the following matching requirement, for the grant, will be met by GRANTEE: A local match of ten percent of the total funding allocation will be provided and documented.

5. **Conditions of Payment.** All services provided by GRANTEE pursuant to this grant project agreement must be performed to the satisfaction of the STATE, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the GRANTEE must be in accord with all applicable Federal, state, and local laws, ordinances, rules and regulations.

6. **Ownership of Equipment.** The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grant to another.

7. **Authorized Representatives.**

7.1 **STATE's Authorized Representative.** The STATE’s Authorized Representative for purposes of administrating this grant project agreement is Susan Michele, Supervisor, Community Initiatives, Office of Statewide Health Improvement Initiatives, 85 East Revelli Place, P.O. Box 64882, St Paul, Minnesota, 55164-0882, Phone: 651-201-4564, Email: susan.michelle@state.mn.us, or his/her successor, and has the responsibility to monitor the GRANTEE’s performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the STATE’s Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 **GRANTEE's Authorized Representative.** The GRANTEE’s Authorized Representative is Bonnie Bruendenhoff, CHS Administrator, 1 Mendota Rd. W., Suite 410, West St Paul, MN, 55118.
Termination.

8.1 Termination by the STATE or GRANTEE. The STATE or GRANTEE may cancel this grant project agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

8.2 Termination for Cause. If the GRANTEE fails to comply with the provisions of this grant project agreement, the STATE may terminate this grant project agreement without prejudice to the rights of the STATE to recover any money previously paid. The termination shall be effective five business days after the STATE mailed, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.

8.3 Termination for Insufficient Funding. The STATE may immediately terminate this grant project agreement if it determines there is insufficient funding, the STATE to pay any amounts owed to the STATE by the GRANTEE. The STATE is not obligated to pay for any work performed before notice of termination and the effective date of the termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota legislature, or other funding sources, to appropriate additional funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE receiving notice of the same.

9. Publicity. Any publicity given to the program, publications, or services provided from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others, or any subgrantees shall identify the STATE as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by the STATE's Authorized Representative.
IN WITNESS WHEREOF, the parties have caused this project agreement to be duly executed intending to be bound thereby.

APPROVED:

1. GRANTEE
   The Grantee certifies that the appropriate person(s) have executed the project agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

   By: [Signature]
   Title: [Title]
   Date: [Date]

2. STATE AGENCY
   Project Agreement approved and certification that STATE funds have been encumbered as required by Minn. Stat.
   §§ 164.15 and 164.05.

   By: [Signature]
   Title: [Title]
   Date: [Date]

Distribution:
1. IdOff (Original fully executed Grant Project Agreement)
2. Grantee
3. State Authorized Representative

APPROVED AS TO FORM

[Signature] 10-20-15
ASSISTANT DAKOTA COUNTY ATTORNEY DATE
South St. Paul Contract Deliverables for the Kaposia Landing Bryant Avenue Bridge Pedestrian Feasibility Study Funded by the Statewide Health Improvement Partnership (SHIP)

Scope of work to be conducted by South St. Paul

- Conduct a feasibility study for pedestrian improvements to the Kaposia Landing Bryant Avenue Bridge. The project will analyze design and funding options to designate or construct a dedicated space and/or additional safety improvements for non-vehicular access to Kaposia Landing and the Mississippi River Regional Greenway
- Evaluate benefits and impacts to SHIP priority populations (*people 60 or older, children, and people with low incomes or others experiencing a health disparity*)
- Direct and manage any consultant hired to work on the project

Public engagement

- City staff will work with the Dakota County Physical Development Division (DCPDD) and Public Health Department leads to prepare a public engagement plan. The project will include engagement of key stakeholders, including
  - Residents
  - Representatives of SHIP priority populations
  - Dakota County
- At least 1 meeting with the South St. Paul City Council will be held on the topic
- The City will acknowledge funding and support from the Dakota County Public Health Department and the Statewide Health Improvement Partnership in the final documents, open houses, public materials, public meetings and news releases. This will be done by either including the SHIP and County Logos and/or the following language “Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health and the Dakota County Public Health Department”

Anticipated non-motorized transportation strategies to be evaluated

- Designation of dedicated space for non-motorized transportation on or in addition to the existing Bryant Avenue Bridge
- Improvements to the exiting bridge that can improve safety for non-motorized transportation in the near term
- Integration of trail and sidewalk connections on either side of the bridge so improvements are connected to the City and County non-motorized transportation network

Report on strategy outcomes (ongoing throughout the contract period)

- The City’s project lead (or other city representative) will provide a brief project update at the Active Living Dakota County meetings throughout the contract period
• City staff will contribute to nominal evaluation and reporting as required by the Minnesota Department of Health
• City staff will collect stories, quotes, photos, and comments of and about people who would be affected by improvements
• City staff will submit a summary of public engagement activities and comments at project completion
• City staff will submit an electronic (pdf) copy of the final report at project completion

Communication with DCPDD staff (ongoing throughout contract period)

• The City’s project lead will check in with Dakota County Physical Development Division (DCPDD) staff regularly (at least monthly) to communicate progress on the project
• The City’s project lead will copy the DCPDD lead on important email communications
• DCPDD staff will share information with Public Health staff who will communicate with MDH

DCPDD Staff will provide the following project support

• Provide input and feedback regarding the project
• Provide necessary data and information to conduct the work as available

Timeline

• Project kickoff by January 30, 2020
• Meeting with City Council by June 1, 2020
• Completion by July 31, 2020
• Adoption, acceptance or other City Council action before August 30, 2020
• Delivery of final study report to DCPDD by September 18, 2020
Statewide Health Improvement Partnership (SHIP) Application for Local Funding
Deadline: 12 p.m. Friday September 13, 2019

Active Living Dakota County (ALDC) is pleased to announce an opportunity for cities to apply for 2019-2020 Local Funding. These funds are made available through the Statewide Health Improvement Partnership (SHIP), which strives to help Minnesotans lead longer, healthier lives by preventing the chronic disease risk factors of poor nutrition and physical inactivity. The active living and healthy eating portion of Dakota County’s SHIP grant focuses on using policy, systems and environmental changes to increase physical activity and consumption of healthy foods.

Funding is competitive and award amounts may vary, however, past funding amounts have typically been $10,000-$30,000 and should not exceed $35,000. ALDC anticipates funding up to 4 projects 2019-2020.

Dakota County staff will provide technical assistance throughout these projects. In addition, staff will connect selected applicants with regional experts on active living and healthy food access.

Active Living
Active living integrates physical activity into daily routines such as walking or bicycling for recreation, occupation, or transportation. Active Living policies and practices in community design, land use, site planning, and facility access have proven effective to increase levels of physical activity.

Definitions and Examples

Policy change - standards or guidelines that can be formal or informal. For example, updating or creating a policy regarding use of outdoor space for group and individual physical activity.

System change - rule changes that impact processes. For example, collaborate with or collect input from community organizations to streamline a farmer’s market permitting process.

Environmental change - a physical or material change. For example, conducting a walk or bikeability assessment and implementing changes into a capital improvement plan or transportation plan.

Targeted populations - includes people 60+, children, low income, and diverse populations.
Priority SHIP activities are:

- **Active living assessment** that includes a baseline assessment of active living opportunities in the community. Assessment activities could include review of current city comprehensive plan and relevant city policies, identifying gaps in access or service.
- **Master plans and feasibility studies** that provide a framework to increase access to safe walking and bicycling options
  - Safe Route to School plans
  - Bicycle and Pedestrian Master Plans
  - Trail feasibility studies
- **Complete streets policies**

**Healthy Food Access**

Healthy food access is improving people’s access to healthier foods such as fresh fruits and vegetables, as opposed to less healthy foods high in saturated fats, sodium, and added sugars. These dietary behavior changes together have the greatest impact towards improving the risk factors most related to the leading causes of death and disability (obesity, high blood pressure, and high cholesterol).

Priority SHIP activities are:

- **City comprehensive plans** that include healthy food access as an important component of local governments’ overall infrastructure, land use, zoning, and transportation planning
- **Healthy food access assessments** which include a baseline assessment of healthy food access, review of comprehensive plan, and identifying gaps in your city’s current food access (e.g. locations of fresh food markets, SNAP/WIC eligible stores, farmers markets) and other analysis that goes beyond the community’s 2015 Food System Policy Analysis done by the Public Health Law Center
- **Land Use and zoning regulations** that support healthy food access
- **Farmland preservation, community-based agriculture, and pollinator policies**

**Community Engagement**

Community engagement is public participation that involves groups of people in problem-solving and decision making processes. Funding is available to develop and implement community engagement, with an emphasis on healthy food access and active living. The engagement should emphasize participation from target populations of seniors, diverse groups and low income populations. Examples include community meetings, key informant interviews, focus groups, temporary demonstration projects, and walkability workshops. Engagement can be for a short-term project or more robust as part of a large City project (Ex., comprehensive plan, road project, small area study, etc.).
**Infrastructure and Equipment**

There are few instances of qualified infrastructure under SHIP guidelines. However, allowable expenses include, but are not limited to paint for bike lanes or crosswalks, and trail wayfinding signage.

**Eligibility**

Dakota County and cities in Dakota County are eligible to apply for local funding to increase active living and healthy eating.

All projects must meet the following minimum criteria:

- All projects must have the ability to be started by November 30, 2019 and be scheduled for final delivery/completion by October 31, 2020 or have additional funding secured to complete the project beyond this date. Projects may be partitioned to meet the completion deadline, i.e. SHIP funding pays for a particular component that will be completed by October 31, 2020, while the larger project will continue beyond the deadline.
- Funding requests can be up to $35,000 per project.
- Must provide a 10% match (cash or in-kind).
- Must be a city-county partnership. For example, integrating health into the city’s comprehensive plan; a trail feasibility study must be connected to a county road or regional/county park, trail or greenway.
- Must be consistent with SHIP goals, direction, and eligible expenses. More information in the SHIP 4 Implementation Guide:
  - [http://www.health.state.mn.us/healthreform/ship/docs/ship4/Activeliving.pdf](http://www.health.state.mn.us/healthreform/ship/docs/ship4/Activeliving.pdf)

<table>
<thead>
<tr>
<th>Projects that meet the minimum criteria will be scored according to criteria below</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. How the project addresses SHIP requirements (including community engagement)</td>
<td>25%</td>
</tr>
<tr>
<td>2. Consistency with city and County plans, such as comprehensive plans</td>
<td>15%</td>
</tr>
<tr>
<td>3. Benefit to target populations (people 60 or older, children, people with low incomes or others experiencing a health disparity)</td>
<td>10%</td>
</tr>
<tr>
<td>4. Location (proximity to target populations)</td>
<td>15%</td>
</tr>
<tr>
<td>5. City wide or regional value</td>
<td>10%</td>
</tr>
<tr>
<td>6. Number of overall residents who will benefit</td>
<td>10%</td>
</tr>
<tr>
<td>7. Leverage (enhance an already existing program or leverage additional funds)</td>
<td>5%</td>
</tr>
<tr>
<td>8. Local match (funding or in-kind resources)</td>
<td>5%</td>
</tr>
<tr>
<td>9. Enduring value (community, political, and institutional support, expected life, who will own and maintain the project)</td>
<td>5%</td>
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Schedule

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
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<tbody>
<tr>
<td>Local Funding Grants Application Distributed</td>
<td>July 25, 2019</td>
</tr>
<tr>
<td>Grant Applications Due</td>
<td>September 13 (Friday), noon</td>
</tr>
<tr>
<td>Application Review Committee Meets</td>
<td>September 18 or 19</td>
</tr>
<tr>
<td>County Board Approves Grant Recipients; funding will be available once contracts are signed</td>
<td>October 15, 2019</td>
</tr>
<tr>
<td>Projects started – consultant under contract</td>
<td>November 30, 2019</td>
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<tr>
<td>Completion Deadline - All Grant Projects</td>
<td>October 31, 2020</td>
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Application

Does the project meet minimum eligibility criteria as far as you know? Describe any unusual circumstances regarding schedule or eligibility below.

Yes!

Basic information

Organization or city: **South St. Paul**

Contact person: **Chris Esser, Director of Parks and Recreation**

Contact email: **cesser@southstpaul.org**

Contact phone: **651-366-6202**

Project name (one line or less): **Kaposia Landing Bryant Avenue Bridge Pedestrian Feasibility Study**

Project funding request: **$26,000**

Project narrative

Concisely describe the project in 1 page or less. This should give reviewers a good idea of what you’re proposing but not get too specific. This section is not scored; it will form reviewers’ general understanding of the project.
Be sure to articulate the following:

1. How the project will encourage active living and/or healthy food access.
2. How the project will increase health equity in Dakota County.
3. Describe how the project is a city-county partnership.
4. Attach maps or figures to illustrate the project, if applicable (not counted against your page limit).
1. **How the project will encourage active living and/or healthy food access.**

Kaposia Landing is an existing 87-acre park that was a former landfill along the Mississippi River. Opened to the public in 2008, the park has become a regional destination and is connected to the 27-mile Mississippi River Regional Greenway and River to River Greenway, both greenways being Dakota County collaborative resources and park enhancement partnership with the City of South St. Paul. In order to gain access to the Kaposia Landing property, a vehicular bridge was constructed in 2003, before landfill closure and park development. The bridge meets MnDOT standards however does not provide a safe and accessible separated or shared pedestrian way to get across the bridge to access Kaposia Landing. The City of South St. Paul is requesting SHIP funding to conduct a feasibility study for the Bryant Avenue vehicular bridge to analyze design and funding options to designate or construct a pedestrian dedicated walkway to access Kaposia Landing and the Mississippi River Regional Greenway. This pedestrian way would provide better access to the internal and regional trails and active and passive amenities at Kaposia Landing, which would promote healthy lifestyles. Improved pedestrian access will encourage non-vehicular access to the park and trail use for walking, biking, running, and commuting. In addition, Kaposia Landing has become a popular fishing location with over 5,000 feet of shoreline along the Mississippi River. Improved pedestrian access will encourage non-vehicular access to the health benefits and healthy food that fishing provides.

2. **How the project will increase health equity in Dakota County.**

This project analysis will give residents of Dakota County improved access to use the facilities of the Mississippi River Greenway and Kaposia Landing for little to no cost for all types and ages of residents. The existing trails, shore fishing, and passive park areas do not charge a fee to use. Improved pedestrian access will enhance opportunities to exercise and fish in South St. Paul.

3. **Describe how the project is a city-county partnership.**

The site has already been jointly developed and operated by the City of South St. Paul and Dakota County for recreational purposes. In 2011 a joint powers agreement was created between the City of South St. Paul and Dakota County for operation and maintenance of the Mississippi River Greenway that connects to and traverses this park location at Kaposia Landing. The original Master Plan for the South St. Paul Riverfront and Regional Trail Concept completed in 1989 in partnership with Dakota County, identifies the trail and proposed a rest stop in this vicinity. The development of Kaposia Landing has occurred on a much larger scale than the first rest stop envisioned and is now an 87-acre regional destination. The City of South St. Paul will continue to collaborate in partnership with Dakota County on construction, operation and maintenance of any future pedestrian way through creative funding and grant opportunities.

4. **Attach maps or figures to illustrate the project, if applicable (not counted against your page limit).**
Scored criteria
Each eligible project will be evaluated on the following criteria, weighted by the percent listed to arrive at a composite score.

1) Alignment with SHIP strategies and priority activities (25%)
Describe how this project addresses SHIP strategies and priority activities related to active living and/or healthy eating.

The bridge pedestrian way analysis will pave the way for future enhancement of the area encouraging park and trail use walking, biking, running, and commuting, and greater access to fishing which provides healthy food.

- **Healthy Activity Lifestyle:** The pedestrian bridge would improve access to multi-modal trail use for those who walk, run, roll, or bike and also for shoreline fishing.
- **Healthy Activity Location:** This Bryant Avenue Bridge is already an excellent location for Mississippi River Regional Greenway and Kaposia Landing trail access because of its convenient vehicular and bicycle access off of Concord Boulevard (County Road 156). The bridge also provides access to the many features of Kaposia Landing currently including the off-leash dog area, five baseball and softball play fields, shoreline fishing, and internal trail use in addition to the connecting greenway trail systems.
- **Healthy Activity & Eating – Fishing:** The pedestrian bridge will improve access to the health benefits and healthy food that fishing provides, specifically shoreline finishing.
- **Healthy Activity – Dog Exercise:** Kaposia Landing offers at 6-acre off-leash dog area for pets and their owners to exercise and socialize. The pedestrian bridge will improve access to this popular area of the park and promote more visits on foot rather than by vehicle.
- **Healthy Activity – Ball fields:** Kaposia Landing offers five baseball/softball play fields for practices, games and tournament for both youth and adult teams locally and regionally. The pedestrian bridge will improve safety and access to the play fields, especially when tournaments force parking of participants outside the park.

Describe the project’s community engagement approach, including how you will engage SHIP target populations (people 60 or older, children, people with low incomes or others experiencing a health disparity).
- The City of South St. Paul will utilize media to advertise information opportunities, locations, and currently partners to offer active programs at Kaposia Landing and along the Mississippi River Regional Greenway including our city celebrations of Kaposia Days and On the Road Again, tournaments, fishing clinics, and fun run/walks. All of these we be utilized to gain feedback and bring awareness to the project.

- The City of South St. Paul also operates two low income high rises, which can be used to gain feedback during existing city-sponsored programs that occur through our Community Affairs Liaison. The average population of the high rises targets three SHIP populations of people 60 or older, people with low incomes, and others experiencing a health disparity.

- We will also conduct community engagement at out our Fare for All program that is sponsored once a month by the Emergency Food Network where participants can purchase discounted food packages at Central Square Community Center. The majority of participants in this program targets three SHIP populations of people 60 or older, people with low incomes, and others experiencing a health disparity.

2) Plan consistency (15%)
Identify any plans that call specifically for the project you’re proposing. Plans can be at the state, regional, county, city or area level.
The project’s location at Bryant Avenue have been developed in collaboration with numerous federal, state, and local partners. Original Vehicle Bridge Construction funding sources was $2.25 million funded by:
$1.58 million – Municipal State Aid.
$546,000 - Union Pacific Railroad.
$124,000 - Direct City Funding for the Bridge Feasibility Study.

- The project is part of the City of South St. Paul’s development of Kaposia Landing, formerly Port Crosby. The property was purchased by the city in 2000.
- The master plan for the Mississippi River Regional Greenway was approved by the Metropolitan Council. The regional trail opened in South St. Paul in 2001.
- The vehicular bridge at Bryant Avenue was constructed in 2003 to access Port Crosby, now Kaposia Landing, to start development of the property and access to the new regional trail.
- The South St. Paul Park Master Plan utilizing almost a year of community engagement was completed in 2005 outlining the design for Kaposia Landing development.
- After State of Minnesota Bounding Bill funding, the former landfill property at Kaposia Landing was closed and public recreation space was created, opening in 2008.
- Kaposia Landing development of Phase 1 occurred as result of a voter-approved $10 million park referendum passed in 2014.
- Kaposia Landing Phase 2 development is currently underway in collaboration with Dakota County through an Environmental Legacy Fund (ELF) grant. Construction scheduled to begin summer 2020.
- Both South St. Paul and Dakota County have identified the Mississippi River Regional Greenway and its components in their continuing Comprehensive Plans.
- The original Master Plan for the South St. Paul Riverfront and Regional Trail Concept, completed in 1989, identifies the trail and proposes a rest stop in this vicinity.
- Dakota County and the City of South St. Paul have also discussed additional interpretative elements. Expanded interpretation will be based on the 2014 Mississippi River Trail Interpretative and Experience Design Plan and will involve additional partnerships and funding sources.
- The City of South St. Paul recently submitted its 2040 Comprehensive Plan which includes this project as an element of planning and community significance.

3) Benefit to target populations (10%)
Describe how the project will benefit and advance health equity for target populations (people 60 or older, children, people with low incomes or others experiencing a health disparity) by creating or enhancing opportunities for physical activity through active living and/or creating or enhancing opportunities for healthy eating.
• Located relatively close to the Twin Cities core, the South St. Paul pedestrian way at the Bryant Avenue Bridge will provide free opportunity for people of all ages to access the Mississippi River Regional Greenway and to be physically active.
• In addition to serving the diversity in the City of South St. Paul, the site is a reasonable biking distance from an identified area of concentrated poverty in West St. Paul and from an identified area of concentrated poverty and people of color in St. Paul.
• In addition, the site’s location on the Mississippi River Regional Greenway provides a safe route for access from many locations nearby.
• The site will be attractive to families and encourage walking rather than vehicle access to Kaposia Landing and the Mississippi River Regional Greenway that provides restrooms, picnic facilities, fishing, scenic views from the levee, and internal trails. All of these amenities give the public accessibility to both active and healthy life styles.
• The pedestrian way will be ADA accessible to give those who have a health disparity a chance to be active and healthy.
• This project design will give residents of Dakota County improved access to use the facilities for little to no cost for all types and ages of residents. Most of the existing trail and park amenities do not charge a fee to use.
• The pedestrian way will enhance access to opportunities to exercise, fish, and lead a healthy lifestyle in South St. Paul and the region.

4) Location — Proximity to target population (15%)
Describe the number of SHIP priority residents in the project area (people 60 or older, children, people with low incomes) and either.
- The City of South St. Paul has the highest poverty rate in Dakota County and ranks second in childhood poverty.
- South St. Paul also has a high senior population as compared to other communities in Dakota County.
- Being a regional facility, this will not only attract local residents but those also from beyond our community.
- Currently we allow and have registered non-resident off-leash dog area users at Kaposia Landing confirming its regional significance.
- In addition to serving the diversity in the City of South St. Paul, the site is a reasonable biking distance from an identified area of concentrated poverty in West St. Paul and from an identified area of concentrated poverty and people of color in St. Paul.
- The bicycle and walking path connected to the Bryant Avenue pedestrian way will be accessible to anyone regardless of age or income.
- The pedestrian way will be ADA compliant.

5) City-wide or regional value (10%)

Describe how your project will benefit the city and/or the region. Is your project encouraging policy change in the comprehensive plan update? Is your project connected to an existing or future facility of regional significance? Examples include regional greenway corridors, county or state highways, regional parks, regional commercial districts and community centers, city comprehensive plan that integrates health into the vision, goals and policies.
- The visitor experience and access to the Mississippi River Regional Greenway will be improved through the pedestrian way addition.
- The pedestrian way will encourage multi-modal trail use for those who walk, run, roll, or bike. Given this site’s location between existing trailheads, trail users will have more recreational loop opportunities as recommended by Dakota County greenway plans.
- The river access at this site has made it a location for increasing river-based use, especially fishing and bird watching.
- Mississippi River Regional Greenway connects north into the City of St. Paul or south into Inver Grove Heights ending at the Pine Bends Bluff Scientific and Natural Area. When the entire 27-mile route from St. Paul to Hastings is complete, use of the Mississippi River Regional Greenway is expected to rise significantly above the 2014 counts of 87,000 users.
- The project builds off public recreational and health investments already made at the site.
- In the last three years the City of South St. Paul reconstructed the Richmond/Hardman corridor and included the construction of a sidewalk/trail link from Concord Street (Hwy 56) to the Mississippi River Regional Greenway to enhance direct connections to transit and users of the Great River Road Scenic Byway.
- The improved pedestrian connections will facilitate better and safer access to the Mississippi River Regional Greenway. The improvements will also support the expanded use of the Mississippi River Regional Greenway as a convenient, attractive, and sustainable commute route for bicyclists.
- Dakota County and the City of South St. Paul have also discussed additional interpretative elements. Expanded interpretation will be based on the 2014 Mississippi River Trail Interpretative and Experience Design Plan and will involve additional partnerships and funding sources.
- The City of South St. Paul recently submitted its 2040 Comprehensive Plan which includes this project as an element of planning and community significance.

6) Number of overall residents who will benefit (10%)  
Estimate the number of overall residents (target population and general population) who will benefit from this project and explain why. If your project does not include a spatial element, please state how many residents overall will benefit from the project and how.

The improved pedestrian access will help facilitate activity and exercise. Kaposia Landing already has and is currently developing a variety of public park and trail facilities for the over 20,000 residents of South St. Paul to enjoy such as trails, restrooms, water fountains, fishing, bcat launch, pet exercise, and community ballfields. With the Mississippi River Regional Greenway being a regional connection, additional users will continue to originate from beyond the borders of South St. Paul and Dakota County.
7) Leverage (5%)
Identify how your project will add to an already programmed project, leverage additional funds, be used as a match for a grant or otherwise will add value.

The City of South St. Paul has already partnered with Dakota County by receiving an Environmental Legacy Grant (ELF) for the Phase 2 development of Kaposia Landing, which is currently in design process, which links directly to Bryant Avenue and park access. The hope is with continuing development of Kaposia Landing, future grant funding applications will continue to be successful and fund development of Phase 3 of the park, which could conceivably include the construction of the pedestrian access at Bryant Avenue. This design process will also make CIP planning and grant application for construction more tangible for South St. Paul and Dakota County with it being “shovel ready” when funding sources become available.

8) Local match (5%)
Describe how you will meet the 10% match requirement. Specify the anticipated amount in dollars and briefly explain the sources (i.e. staff time, cash match, etc.)?

The City of South St. Paul will coordinate project design, final engineering, and project delivery and construction of the complete project. During the design phase, which is requested as part of this round of funding, staff time, coordination, and engineering will encompass the 10% local match.

9) Enduring value (5%)
What is the expected life of your project outcomes?

The Mississippi River Regional Greenway has been a regional amenity for over 20 years, enhancing its access and use will continue long into the future. The physical pedestrian structure after construction have a lifespan of at least 30 years with proper maintenance.

How will it benefit residents long-term?

By providing access to a regional amenity for no cost.

Who will own and maintain project outcomes or ensure follow-through on the project? Or what community, political or institutional support do you expect for your project outcomes?
The City of South St. Paul will coordinate project design, final engineering, and project delivery and construction. Through the existing Mississippi River Regional Greenway joint power agreement, South St. Paul will partner with Dakota County on related operation and maintenance of adjacent areas. Final ownership will be the City of South St. Paul.

Process
Shortly after the September 13, 2019 deadline, a multi-disciplinary/jurisdictional selection committee made up of County, City, Minnesota Department of Health representatives, and others will review proposals. Proposals found eligible will be scored for each criterion and compared with other projects for relative merit. The review committee may request clarification from applicants before making its decisions.

The review committee will recommend projects worthy of funding for the 2019-2020 funding years. County staff will then recommend projects to the Dakota County Board of Commissioners in October. Successful applicants will be notified, pending final approval by the County Board.

Contact
David Kratz david.kratz@co.dakota.mn.us, (952) 891-7146, or
Lil Leatham lil.leatham@co.dakota.mn.us (952) 891-7023

Review Committee
Please contact David Kratz david.kratz@co.dakota.mn.us if you would like to participate on the review committee. Members will be asked to review and score applications and attend one meeting in on September 18 or 19. Total time commitment is approximately 8 hours; 5 hours to review and 3 hours to meet.

Submission
Please submit applications electronically to David Kratz by 12 pm (noon) September 13 (Friday), 2019.
Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.
MINNESOTA DEPARTMENT OF HEALTH
MASTER GRANT CONTRACT
FOR COMMUNITY HEALTH BOARDS

THIS MASTER GRANT CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Minnesota Department of Health ("STATE") and Dakota County Community Health Board ("GRANTEE"), an independent organization, not an employee of the State of Minnesota, address: 1 Menhaha Rd W., Suite 410, West St. Paul, MN 55118.

1. Under Minnesota Statute §144.0742, the STATE is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;

2. The STATE and the GRANTEE anticipate entering into project agreements with respect to one or more individual grant projects.

3. The STATE and the GRANTEE wish to streamline the project agreements for individual grant projects by incorporating by reference the provisions of this master grant contract.

NOW, THEREFORE, it is agreed.

1. TERM OF AGREEMENT:

1.1 Effective Date. This master grant contract shall be effective on January 1, 2015, or the date the STATE obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later. The GRANTEE must not begin work until the STATE’S Authorized Representative has notified the GRANTEE that work may commence.

1.2 Expiration Date. December 31, 2019. The STATE will enter into project agreements with the GRANTEE for Individual grant programs and responsibilities within this aforementioned time frame. The expiration of this master grant contract is not subject to appeal.


1.4 Conflict of Terminology. If any term, condition, or provision of this master grant contract is contradictory to or in conflict with any similar term, condition, or provision of a project grant agreement, then the term, condition, or provision of the project grant agreement shall take precedence and control.

2. GRANT REQUIREMENTS. Requirements of receiving grant funds may include, but are not limited to, financial reconciliations of payments to GRANTEE, site visits of the GRANTEE, programmatic monitoring of work performed by the GRANTEE and program evaluation. The GRANTEE will not be paid for work that the State deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule, or regulation.

3. TRAVEL EXPENSES. The GRANTEE will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the Commissioner of Minnesota Management and Budget (“MMB”). The GRANTEE will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the STATE’S prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4. TERMINATION.

4.1 Termination by the State or Grantee. The STATE or GRANTEE may cancel this master grant contract at any time, with or without cause, upon thirty (30) days written notice to the other party.

4.2 Termination for Cause. If the GRANTEE fails to comply with the provisions of this master grant contract, the STATE may terminate this grant contract without prejudice to the right of the STATE to recover any money
previously paid. The termination shall be effective five business days after the STATE mails, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.

4.3 Effect of Termination. If either the GRANTEE or the STATE exercises its respective right to terminate this master grant contract, with or without cause, or if this master grant contract is otherwise terminated, any individual project grant agreement which incorporates the terms and conditions of this master grant contract shall also be terminated as of the date this master grant contract terminates.

5. ASSIGNMENT. GRANTEE shall not assign or transfer any rights or obligations under this master grant contract without the prior written consent of the STATE.

6. AMENDMENTS. Any amendments to this master grant contract shall be in writing, and will not be effective until the amendments have been fully executed by the same parties who executed the original of this master grant contract, or their successors in office.

7. LIABILITY. Each party shall be responsible for its own acts and behaviors and the results thereof. The liability of the GRANTEE is governed by Minnesota Statutes chapter 466 and other applicable laws. The Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws govern the STATE's liability.

8. STATE AUDITS. Under Minnesota Statutes section 16B.98, subdivision 8, the GRANTEE'S books, records, documents, and accounting procedures and practices of the GRANTEE, or any other relevant party or transaction, are subject to examination by the STATE, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this master grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

9. GOVERNMENT DATA PRACTICES AND DATA DISCLOSURE.

9.1 Government Data Practices. The GRANTEE and the STATE must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the STATE under individual grant project agreements, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under individual grant project agreements. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by either the GRANTEE or the STATE.

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

This clause 10 shall not apply to any grants projects involving the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Program and the Title V Maternal and Child Block Grant.

10.1. Except as otherwise required by Minnesota or Federal law, the GRANTEE shall own all rights, title and interest in all of the materials conceived or created by the GRANTEE, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of individual grant project agreements, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

The STATE agrees to, and hereby does, assign all rights, title and interest it may have in the MATERIALS to the GRANTEE. The STATE shall, upon request of the GRANTEE, execute all papers and perform all other acts necessary to transfer or record the GRANTEE'S ownership interest in the MATERIALS.

10.2. GRANTEE represents and warrants that MATERIALS produced or used under individual grant project agreements do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. GRANTEE shall indemnify and defend the STATE, at GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that any parts of the MATERIALS infringe upon the intellectual property rights of another. GRANTEE shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this master grant contract, individual grant project agreements and amendments and supplements thereto, which are attributable to such
claims or actions. If such a claim or action arises, or in GRANTEE or the STATE’S opinion is likely to arise, GRANTEE shall at the STATE’S discretion either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS as necessary and appropriate to abate the infringement claim. This remedy of the STATE shall be in addition to and shall not be exclusive of other remedies provided by law.

10.3. The GRANTEE hereby grants to the STATE a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform, and otherwise use the MATERIALS for any and all purposes, in all forms and manners that the STATE, in its sole discretion, deems appropriate. The GRANTEE shall, upon the request of the STATE, execute all papers and perform all other acts necessary, to document and secure said right and license to the MATERIALS by the STATE. At the request of the STATE, the GRANTEE shall permit the STATE to inspect the original MATERIALS and provide a copy of any of the MATERIALS to the STATE, without cost, for use by the STATE in any manner the STATE, in its sole discretion, deems appropriate.

11. WORKER’S COMPENSATION. The GRANTEE certifies that it is in compliance with Minnesota Statutes, §176.181, Subdivision 2, pertaining to workers’ compensation insurance coverage. The GRANTEE’S employees and agents will not be considered STATE employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the STATE’S obligation or responsibility.

12. JURISDICTION AND VENUE. This master grant contract and the project grant agreements, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. To the extent litigation is not prohibited by section 13 of this master grant contract, venue for all legal proceedings arising out of this master grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. DISPUTES. Any dispute shall be decided by the STATE’S Authorized Representative for the particular grant project agreement that the dispute concerns. The STATE’S Authorized Representative will be identified in each grant project agreement between the STATE and GRANTEE. If GRANTEE is dissatisfied with the decision of the STATE’S Authorized Representative, GRANTEE’S sole and exclusive remedy is an administrative hearing before an administrative law judge under the contested case procedures of the Minnesota Administrative Procedure Act, Chapter 14 of the Minnesota Statutes. Pursuant to Chapter 14, the administrative law judge shall make a report to the Minnesota Commissioner of Health, who shall make the final decision on the contested case. If GRANTEE wishes to request an administrative hearing, GRANTEE must request a hearing in a writing received by the STATE within 30 calendar days after the GRANTEE’S receipt of the decision of the STATE’S Authorized Representative. The decision of the Minnesota Commissioner of Health shall be subject to judicial review as provided in the Minnesota Administrative Procedure Act at Minnesota Statutes, §14.69 to 14.69.

14. OTHER PROVISIONS

A. Contractor Debarment, Suspension And Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the STATE from purchasing goods or services with federal money from parties who have been suspended or debarred by the federal government. A party may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the federal government expects the STATE to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this master grant contract, GRANTEE certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency; and

2. Have not within a three-year period preceding this grant contract: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any
federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statute; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant contract are in violation of any of the certifications set forth above.

B. Audit Requirements

1. If the GRANTEE expended total federal assistance of $500,000 or more per year, the GRANTEE agrees to
   (1) obtain either a single audit or a program specific audit made for the fiscal year in accordance with the
   terms of the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133;
   and (2) to comply with the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and OMB
   Circular A-133.

2. The audit shall be made by an independent auditor. An independent auditor is a state or local government
   auditor or a public accountant who meets the independence standards specified in the General Accounting
   Office’s “Standards for Audit of Government Organizations, Programs, Activities, and Functions.”

3. The audit report shall state that the audit was performed in accordance with the provisions of OMB Circular
   A-133 (or A-110 as applicable).

4. The reporting requirements for audit reports shall be in accordance with the American Institute of Certified
   The federal government has approved the use of the audit guide.

5. In addition to the audit report, the GRANTEE shall provide comments on the findings and
   recommendations in the report, including a plan for corrective action taken or planned and comments on
   the status of corrective action taken on prior findings. If corrective action is not necessary, a statement
   describing the reason it is not should accompany the audit report.

6. The GRANTEE agrees that the grantees, the Legislative Auditor, the State Auditor, and any independent
   auditor designated by the grantees shall have such access to GRANTEE’s records and financial statements
   as may be necessary for the grantees to comply with the Single Audit Act Amendments of 1984, as amended
   (31 U.S. Code Chapter 75) and OMB Circular A-133.

7. Subcontractors of federal financial assistance from GRANTEE are also required to comply with the Single
   Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133.

8. The Statement of Expenditures form can be used for the schedule of federal assistance.

9. The GRANTEE agrees to retain documentation to support the schedule of federal assistance for at least four
   years.

10. The GRANTEE agrees to file required audit reports with the State Auditor’s Office, Single Audit Division,
    and with federal and state agencies providing federal assistance, within six months of the grantee’s fiscal
    year end.

OMB Circular A-133 requires recipients of more than $500,000 in federal funds to submit one copy of the
audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census
Data Preparation Division
1201 East 10th Street
Jeffersonville, Indiana 47132
Attn: Single Audit Clearinghouse
C. Drug Free Workplace
GRANTEE agrees to comply with the Drug Free Workplace Act of 1988, as implemented at 34 CFR Part 85, Subpart F.

D. Lobbying
The GRANTEE agrees to comply with the provisions of United States Code, Title 31, Section 1352. The GRANTEE must not use any federal funds to pay any person for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

E. Equal Employment Opportunity
GRANTEE agrees to comply with the Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by regulations at 41 CFR Part 60.

F. Cost Principles
The GRANTEE agrees to comply with the provisions of OMB Circular A-21, A-87 or A-122 regarding cost principles for administration of this grant award.

G. Rights to Inventions - Experimental, Developmental or Research Work
The GRANTEE agrees to comply with 37 CFR, Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

H. Clean Air Act
The GRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

I. No Smoking
With respect to facilities over which the GRANTEE has control, the GRANTEE shall comply with the Minnesota Clean Indoor Air Act.

J. No Conflict of Interest
The GRANTEE hereby assures that no interest exists, directly or indirectly, which could conflict in any manner or degree with the GRANTEE's performance of services required to be performed under this master grant contract or individual project grant agreements.
IN WITNESS WHEREOF, the parties have caused this master grant contract to be duly executed intending to be bound thereby.

APPROVED:

1. GRANTEE:
GRANTEE certifies that the appropriate person(s) have executed this master grant contract on behalf of the GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title: Public Health Director
Date: 9-24-2014

By (authorized signature)
Title: 
Date:

2. STATE AGENCY:
Master grant contract approval as required by Minnesota Statutes §§16A.15 and 16C.05.

By (authorized signature)
Title: 
Date: 10/2/14

Approved as to form:

[Signature]
Assistant County Attorney/Date

File No. KS-14-310
IFASS#: GR00700
Exhibit E

INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

☑ 1. Workers Compensation. Workers’ Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer’s Liability coverage in an amount no less than $500,000. If Contractor is not required by statute to carry Workers’ Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provisions under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers’ Compensation Insurance; (2) to provide prior notice to County of any change in Contractor’s exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers’ Compensation or Employers’ Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers’ Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

☑ 2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "C&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least $1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies), provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately ever reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor’s liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss, provided, that such deductible, retention or participation amount shall not exceed $25,000 each occurrence.

☐ Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☐ 3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least $1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed $25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.
It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County’s protection could result; and further, that it will exercise its rights under any “Extended Reporting Period” (“tail coverage”) or similar policy option if necessary or appropriate to avoid impairment of Dakota County’s protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

4. **Automobile Liability.** Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least $1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. Unless included within the scope of Contractor’s Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

5. **Additional Insurance.** Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional features to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

6. **Evidence of Insurance.** Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days’ notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor’s insurance agency shall certify that he/she has Error and Omissions coverage.

7. **Insurer: Policies.** All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A-VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have 15 business days from the date of receipt of Contractor’s evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such 15-day period, Contractor’s insurer(s) shall be deemed to be acceptable to Dakota County.

8. **Noncompliance.** In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

9. **Loss Information.** At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor’s required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.
10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

KCM/ExhInsurance-No-ProfLiability-
Revised: 10/07
Mayor James Francis called the regular meeting of the City Council to order at 7:00 p.m. on Monday, December 16, 2019.

ROLL CALL:

Present: Mayor Francis
Councilmembers Dewey, Flatley, Forester, Hansen, Kaliszewski and Seaberg

Absent: None

Also Present: City Administrator, Joel Hansen
Attorney, Peter Mikhail
City Clerk, Christy Wilcox
Economic Development Director, Ryan Garcia

5) Presentations
   • There were no presentations

6) Citizens’ Comments
   • There were no citizen comments

7) Agenda
   Moved by Seaberg/Flatley
   MOVED: To approve the agenda.
   Motion carried 7 ayes /0 nays

8) Consent Agenda
   Moved by Kaliszewski/Hansen
   Resolved, that the South St. Paul City Council does hereby approve the following:
   A. Minutes of the City Council meeting held December 2, 2019
   B. Resolution No. 2019-183, approving accounts payable
   C. Minutes of the City Council meeting held November 25, 2019
   D. Resolution No. 2019-184, delegating authority to make electronic fund transfers
E. Appoint Sharon Dewey as the City Council representative to the NDC4 Cable Commission through January of 2021, and reappoint Joshua Feit as the Citizen Representative to the NDC4 Cable Commission Board for a two-year term ending 2022
F. Resolution No. 2019-181, relating to airport; approve Right Of First Refusal at Fleming Field with Andrew Petersen
H. Appoint Melissa Gruenewald as a probationary entry level police officer effective on, or about July 1, 2020, at a starting monthly salary as outlined in the current LELS contract, contingent upon P.O.S.T. license eligibility, successful completion of a background investigation, physical examination and psychological evaluation
I. To approve the hiring of Michael Healy as the City Planner/Zoning Administrator for the City of South St. Paul, contingent upon successful completion of a background check
J. Business licenses
K. Resolution No. 2019-185, approving Assignment of Lease at Fleming Field to Greg and Lois Bauer
L. South St. Paul City Council and EDA meeting schedule for the 2020 calendar year

Motion carried 7 ayes /0 nays

8L) City Administrator’s Performance Review and Contract Revisions

Moved by Forester/Dewey

MOVED: To continue discussion on the revisions to the employment agreement and Performance Review Report to a City Council worksession meeting.

Motion carried 7 ayes/0 nays

10A) Quality Truck and Trailer Repair CUP/Site Plan – 497 Farwell Avenue

Moved by Hansen/Seaberg

MOVED: To adopt Resolution No. 2019-140, approving a Conditional Use Permit for truck repair for the property located at 497 Farwell Avenue.

Motion carried 7 ayes/0 nays
10B) **Option and Right of First Refusal Agreement for 1199 Concord Street South**

Moved by Seaberg/Flatley

**MOVED:** To approve an Option to Purchase and Right of First Refusal Agreement for the property located at 1199 Concord Street South, and authorizing the Mayor and City Administrator to execute the agreement.

Motion carried 7 ayes/0 nays

10C) **Exterior Storage/Above Ground Diesel Tank IUP at 1199 Concord Street South**

Moved by Hansen/Flatley

**MOVED:** To adopt Resolution No. 2019-163, approving an Interim Use Permit for exterior storage of trucks and a 5,000 gallon above ground diesel tank for the property located at 1199 Concord Street South.

Motion carried 7 ayes/0 nays

10D) **Conditional Use Permit for a Special Event Center at 1519 5th Avenue South**

Moved by Flatley/Forester

**MOVED:** To adopt Resolution No. 2019-186, as amended, approving a Conditional Use Permit for a Special Event Center located at 1519 5th Avenue South.

Motion carried 4 ayes (Flatley, Forester, Hansen, Francis)  
3 nays (Dewey, Kaliszewski, Seaberg)

10E) **Planned Unit Development Amendment – Twin City Hide at 491-501 Malden**

Moved by Seaberg/Forester

**MOVED:** To adopt Resolution No. 2019-187, approving an amendment to the Planned Unit Development for the Redevelopment of the Site at 491-501 Malden Street.

Motion carried 7 ayes/0 nays
10F) **Submittal of the 2040 Comprehensive Plan to the Metropolitan Council**

Moved by Seaberg/Forester

MOVED: To adopt Resolution No. 2019-180, approving the 2040 Comprehensive Plan Update and authorizing submittal to the Metropolitan Council for review and authorization.

Motion carried 7 ayes/0 nays

12) **Adjournment**

Moved by Seaberg/Dewey

MOVED: That the meeting of the City Council adjourn at 8:27 p.m.

Motion carried 7 ayes/0 nays

Approve: January 6, 2020

__________________________
City Clerk
Agenda Item: Electrical Inspections Agreement with Patrick McMullen

Action to be considered:

Motion to adopt Resolution No. 2020-2, approving an electrical inspections agreement between the City and Patrick McMullen.

Overview:

On October 1, 2007, the City Council entered into an agreement with Patrick McMullen for electrical inspections. The staff has been very pleased with Mr. McMullen’s performance and we have received virtually no complaints from the residents. The terms of the agreement are the same as the previous agreements relative to permit fee allocation.

Staff strongly recommends that the City Council approve the attached agreement with Patrick McMullen for electrical inspections which has the following provisions:

1. Three-year term, expires on December 31, 2022
2. Duties and responsibilities as outlined in Exhibit C of the agreement

Source of Funds:

80% of the proceeds of the electrical permit fees go to pay the electrical inspector and the remaining 20% goes in the City General Fund.
RESOLUTION NO. 2020-2

RESOLUTION APPROVING AN ELECTRICAL INSPECTIONS AGREEMENT BETWEEN THE CITY AND PATRICK MCMULLEN

WHEREAS, the City Council has reviewed and considered a substantially final form agreement between the City and Patrick McMullen providing for among other things electrical inspection services with the City (the “Agreement”);

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South St. Paul, Minnesota, as follows:

1. That the Agreement and the transactions contemplated thereby be, and are, hereby approved.
2. That the approval hereby given includes approval of such modifications of the Agreement as may be necessary, appropriate and approved by the Mayor and the City Attorney prior to its execution.
3. That the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Agreement in the name and on behalf of the City.

Adopted this 6th day of January, 2020.

_________________________________
City Clerk
AGREEMENT

THIS AGREEMENT (Agreement) is made as of January 6, 2020, by and between the City of South St. Paul (the City), a Minnesota municipal corporation, and Patrick E. McMullen (the Inspector).

The City and the Inspector in consideration of the mutual covenants contained herein and other good and valuable consideration, agree as follows:

SECTION 1. INSPECTION SERVICES.

The inspection services to be provided by the Inspector are described in a general way on Exhibit A.

SECTION 2. CONTRACT DOCUMENTS.

The documents which make up the complete Agreement between the City and the Inspector are listed in Exhibit B.

SECTION 3. DUTIES AND OBLIGATIONS.

The Inspector shall commence performance of his duties and obligation pursuant to the terms of this Agreement, as specified on Exhibit C.

SECTION 4. PAYMENT.

Payments shall be made by the City to the Inspector in accordance with the schedule contained in Exhibit D.

SECTION 5. COMPLIANCE WITH LAWS AND STANDARDS.

a) The Inspector shall comply with all applicable federal and state statutes and regulations as well as local ordinances in effect during the term of this Agreement.

b) The Inspector specifically represents that the Inspector is fully authorized, or licensed to furnish the services pursuant to this Agreement. Inspector to provide copy of state license.

c) Failure to meet the requirements of clauses (a) and (b), above, may be cause for City to cancel this Agreement, in addition to any other remedies in this Agreement or otherwise available in law or equity.
SECTION 6. INSURANCE.

The Inspector shall purchase, with the Inspector’s own funds, and maintain throughout the term of this Agreement the minimum types and amounts of insurance set forth in Exhibit E. Inspector to provide copy of insurance certificate.

SECTION 7. INDEMNITY.

The Inspector agrees to defend, indemnify, and hold harmless the City, its elected officials, officers and employees, against any and all liability, loss, costs, damages, and expenses which the City, its elected officials, officers, or employees, may hereafter sustain, incur, or be required to pay, arising out of the Inspector’s performance or failure to perform his obligations pursuant to this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR STATUS.

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of agents, partners, joint ventures or associates between the parties hereto or as constituting the Inspector as the employee of the City for any purpose or in any manner whatsoever. The Inspector is to be and shall remain an independent contractor with respect to the performance of all Inspector’s obligations under this Agreement.

SECTION 9. NONDISCRIMINATION.

The Inspector agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders with regard to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age.

SECTION 10. MINNESOTA LAW TO GOVERN.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota.

SECTION 11. DATA PRIVACY.

For purposes of this Agreement all data collected, created, received, maintained, or disseminated shall be governed by the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted.
SECTION 12. TERM; TERMINATION.

(a) This Agreement shall become effective on the last date it is executed by one of the parties and shall remain in effect until December 31, 2022, unless terminated earlier as provided in this Section.

(b) If the Inspector is in default of any material obligation under this Agreement, the City may terminate this Agreement by 30 days written notice to the Inspector, unless within that time the default is cured or arrangements satisfactory to the City for correcting the default have been made by the Inspector.

(c) In addition, the City may terminate this Agreement for its convenience and without cause by 30 days written notice to the Inspector.

(d) No termination shall limit or otherwise affect the respective rights and obligations of the parties accrued prior to the date of termination.

SECTION 13. EXHIBITS.

All exhibits referred to in this Agreement are incorporated herein by reference and are made a part hereof as if they were included in the text hereof.

CITY OF SOUTH ST. PAUL

Dated: _________________________  By:_____________________________________
   Its Mayor

Dated: _________________________  By:_____________________________________
   City Clerk

PATRICK E. MCMULLEN

Dated: _________________________  By:_____________________________________
   - 3 -
EXHIBIT A

TASKS

1) Electrical Inspection Services of electrical work which is permitted within the City according to the City Code.
EXHIBIT B

CONTRACT DOCUMENTS

1) This Agreement (including all Exhibits).

2) Inspector’s Insurance Certificate.
EXHIBIT C

DUTIES AND RESPONSIBILITY

1) The Inspector shall provide electrical inspection service by performing onsite inspection of all new, remodeling, and alteration construction in the City on all residential, commercial, industrial and agricultural structures in accordance with all City Codes and the National Electric Code.

2) The Inspector shall keep records of inspection, repair notices and red tags and maintain contact with the Chief Building Official. The inspector shall issue and attach final inspection tags upon final acceptance.

3) The Inspector shall submit monthly records of inspections for payment of all final inspections and partial inspections for large commercial or industrial structures.

4) The Inspector is empowered, at the Inspector’s own cost and expense, to employ, subject to the approval of the City Clerk, any assistant inspectors and clerical assistants necessary for the proper conduct of his duties and obligations.

5) The Inspector shall be a Minnesota State Certified Electrical Inspector. Any assistant shall meet the same requirements.

6) The Inspector’s services shall be provided in a timely manner in the City of South St. Paul. Regular and responsive communication with City staff must be maintained to ensure the prompt delivery of inspection services.

7) The Inspector should keep regular hours (7:00 a.m. to 8:30 a.m.) on regular business days in order to answer questions from citizens and contractors. The remainder of the regular business day shall be devoted to inspections.

8) The Inspector shall have a voice telephone answering machine to allow citizens and contractors to leave messages when the Inspector is unable to answer the phone.

9) The Inspector, or any of his assistants, shall not engage in the sale, installation or maintenance of electrical equipment, directly or indirectly, and shall have no financial interest in any concern engaged in such business in the City.
EXHIBIT D

PAYMENT SCHEDULE

1) The City shall pay the Inspector 80% of the permit fees for electric work collected by the City upon final inspection, or partial inspection in the case of large commercial or industrial structures.

2) Invoices for payment shall be submitted by Inspector on a monthly basis.

3) All payments shall be made within thirty (30) days from receipt of invoice from Inspector.
INSURANCE

The Inspector shall obtain and maintain until the completion of this agreement and its final acceptance by the owner, at Inspector’s own cost and expense, the following minimum insurance coverages with insurance companies licensed in the State of Minnesota and shall provide a certificate of insurance in form acceptable to the Owner as evidence of such coverages.

<table>
<thead>
<tr>
<th>A. Types of Insurance (On an occurrence basis)</th>
<th>Limits of Liability</th>
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<tbody>
<tr>
<td>1. Commercial General Liability (including)</td>
<td>$1,000,000/occurrence $1,000,000/aggregate</td>
</tr>
<tr>
<td>a. Comprehensive form</td>
<td></td>
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<tr>
<td>b. Premises - completed operations</td>
<td></td>
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<tr>
<td>c. Explosion and collapse hazard</td>
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<tr>
<td>d. Underground hazard</td>
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<td>e. Contractual liability</td>
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<tr>
<td>f. Broad form property damage</td>
<td></td>
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<td>g. Independent contractors</td>
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<td>h. Owners &amp; contractors protective</td>
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<tr>
<td>2. Automobile Liability (including)</td>
<td>Combined single limit</td>
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<tr>
<td>a. All owned autos</td>
<td>Each occurrence $1,000,000</td>
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<td>b. Scheduled autos</td>
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<tr>
<td>c. Hired autos</td>
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<tr>
<td>d. Non-owned autos</td>
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<tr>
<td>3. Excess Umbrella Coverage</td>
<td>$1,000,000/occurrence $1,000,000/aggregate</td>
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<td>4. Worker’s Compensation</td>
<td>Statutory</td>
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<tr>
<td>5. Employer’s Liability</td>
<td>$500,000</td>
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<tr>
<td>6. Professional Liability (Errors and Omissions)</td>
<td>$1,000,000/act, error or omission $1,000,000 aggregate</td>
</tr>
</tbody>
</table>
B. General liability, automobile liability, and excess “umbrella” liability shall name the Owner as additional insured. The coverage afforded to the additional insured shall be primary insurance. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Inspector’s liability shall not be reduced by the existence of such other insurance.

C. General Liability, automobile liability and excess umbrella coverages shall only be on an “occurrence” basis. Professional Liability Insurance may be on a “claims-made” basis.

4. Professional Liability: If the Inspector is underwritten on a claims-made basis, the Retroactive Date shall be prior to or coincident with the date of this contact and the Certificate of Insurance shall state that coverage is claims made and also the Retroactive Date. The Contractor shall maintain coverage for the duration of this contract and for the two years following the completion of this contract. The Inspector shall provide the City annually a Certificate of Insurance as evidence of such insurance. It is further agreed that the Inspector shall provide the City a 30-day notice of aggregate erosion, an advance of the Retroactive Date, cancellation and/or renewal.

It is also agreed that either the Inspector or City may invoke the Extended Reporting Period Option on behalf of the other party and that Extended Reporting Period (ERP) premium shall be paid by the Inspector.

E. All insurance policies shall provide that the Owner shall be notified in writing by the insurer of the cancellation or the restrictive amendment of the policy not less than 30 days prior to the date that the cancellation or restrictive amendment takes effect. All notices will be sent to the Owner by registered or certified mail.

F. As used in this Exhibit E, the word “Contractor” includes the Inspector.
AGENDA ITEM:  Designation of the Official City Newspaper

ACTION TO BE CONSIDERED:

Motion to designate St. Paul Pioneer Press as the official publication for the City of South St. Paul.

OVERVIEW:

Chapter 9 of the City Charter requires the City Council annually designate a legal newspaper of general circulation in the City as its official publication to publish ordinances and other matters required by law.

The City of South St. Paul received one proposal to provide legal notice services from the St. Paul Pioneer Press:

| Pioneer Press | $6.00 per column inch for one-time publication  
|               | $5.50 per column inch for each additional publication |

Back in October of 2019, the City designated the St. Paul Pioneer Press as the legal newspaper when Lillie Suburban Newspaper discontinued publishing legal notices. Their rates are the same as proposed one year ago and when we designated them our legal newspaper this past October. Staff has been satisfied with their services to date.

SOURCE OF FUNDS:

N/A
Christy Wilcox
City of South St Paul

Christy –

Thank you for the opportunity to bid on the public notice publications for the City of South St Paul.

The Saint Paul Pioneer Press is a Daily Newspaper located in Saint Paul, MN, primarily serving Ramsey, Dakota, Washington, and Anoka counties and Western Wisconsin.

Our Legal Publication rates for all notices are as follows:

$6.00 per column inch per publication *(this = $0.43 per line, there are 14 lines per column inch)

Our circulation number below is for Sunday Full Run, however you can publish a notice any day of the week.

Full Run – 170,663

*All notices will be published full run.

Deadline to submit a standard text notice is 12pm the day prior to the day you’d like your notice to run. Friday at 12pm is the deadline to submit a notice running on Saturday, Sunday, or Monday. If your notice includes a chart, graph, map, or any special formatting, the deadline is 12pm two days prior to the publication day, and Thursday at 12pm for a Saturday, Sunday, or Monday publish date. All legal notices should be emailed to Emily Kunz e kunz @ pioneerpress.com and leg als@pioneerpress.com after doing so, you’ll be sent an email confirming receipt of your information and you’ll be contacted shortly.

Thank you for considering the Saint Paul Pioneer Press as the official legal newspaper for the City of South St Paul for 2020. Please let me know if you have any questions, we look forward to partnering with you.

Thank you,

Emily Kunz – Advertising
ekunz@pioneerpress.com
Agenda Item: Designating Depositories and Electronic Funds Transfer Authority for 2020

Action to be considered:
Adopt Resolution 2020-4 designating the City’s Depositories and delegating Electronic Funds Transfer Authority for 2020.

Overview:
Minnesota State Statutes 118A.02 requires that the governing body designate official depositories. The City Code section 2-52 C (1) also specifies that the Council designate depositories of City funds at its biennial organizational meeting.

Banking – For many years, the City has done banking business with three banks [Bremer Bank, N.A.; MidWestOne Bank (formerly Central) and Wells Fargo Bank, N.A.] The City uses Bremer Bank extensively for City Hall location deposits, payroll disbursements, and HRA Federal funds activity. MidWestOne Bank has primarily been used to handle swimming pool deposits in the summer and for segregating bond proceeds. Wells Fargo Bank has been utilized for processing of wires, electronic deposits and accounts payable checks.

Investments – The City utilizes various firms for investment of City funds under the guidance of the City’s Investment Policy. For 2020, the City will utilize Wells Fargo Securities and Oppenheimer & Co for investment of City funds. The city also occasionally has money market balances with these firms that would be considered deposits. Therefore, these firms are included in the designated depository authorization.

Delegating Authority to make Electronic Funds Transfers - Minnesota Statutes 471.38 Subd. 3a states that the governing body of a local government shall annually delegate authority to make electronic funds transfers to a designated business administrator or chief financial officer. The attached resolution delegates authority to the Finance Director to make electronic funds transfers for City claims for fiscal year 2020.

Source of Funds:
NA
WHEREAS, the City of South St. Paul is required by Minnesota statutes to designate qualified institutions as depositories for City funds; and

WHEREAS, the following qualified institutions are willing and able to pledge collateral in an amount and form sufficient to satisfy legal requirements; and

WHEREAS, Minnesota Statutes 471.38 subdivision 3a requires the governing body of a local government to annually delegate authority to make electronic funds transfers to a designated business administrator or chief financial officer;

NOW, THEREFORE, BE IT RESOLVED by the City Council of South St. Paul, Minnesota, that Bremer Bank, N.A.; Wells Fargo Bank Minnesota, N.A.; MidWestOne Bank, and Oppenheimer & Co are hereby designated as depositories for the funds of the City of South St. Paul. The collateral pledged by these banks shall be placed in other banks approved by the Finance Director.

BE IT FURTHER RESOLVED that the City Council of South St. Paul, Minnesota does hereby delegate authority to make electronic funds transfers to the Finance Director for fiscal year 2020.

Adopted this 6th day of January, 2020.

__________________________________________
City Clerk
AGENDA ITEM: Accounts Payable

ACTION TO BE CONSIDERED:

Motion to adopt Resolution 2020-005 approving accounts payable.

OVERVIEW:

The City Council approves all payments of claims. Approval of audited claims is required before issuance of payment.

SOURCE OF FUNDS:

N/A
WHEREAS, the City Council is required to approve payment of claims;

NOW, THEREFORE, BE IT RESOLVED that the audited claims listed in the check register attachment are hereby approved for payment:

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Adopted this 6th day of January, 2020.

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Christy Wilcox, City Clerk
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**Payment Instrument Totals**

- Checks: 901,971.17
- EFT Payments: 240,548.52
- A/P ACH Payment: 106,371.77
- Total Payments: 1,248,891.46
Agenda Item: Approving Airport Lease (6205 Crossman) at the Fleming Field Airport

Action to be considered:
Adopt Resolution No. 2020-6 Approving Airport Lease at Fleming Field with the Civil Air Patrol

Overview:
The City Council is required to approve the assignment of leases at the airport. The Civil Air Patrol is entering into a lease with the City of South St. Paul on January 6, 2020 for Block 1, Lot 1, Airport Rearrangement 2nd Addition, also known as 6205 Crossman Lane at the South St. Paul Municipal Airport.

The Civil Air Patrol intends to use the hangar for aviation related activities.

Airport Staff recommends approval of this lease.

Source of Funds:
N/A
RESOLUTION NO. 2020-6

RESOLUTION RELATING TO AIRPORT:
APPROVING ASSIGNMENT OF LEASE (6205 CROSSMAN LANE) AT THE
FLEMING FIELD AIRPORT.

WHEREAS, The City Council has reviewed and considered an assignment of lease for a
certain ground lease for The Civil Air Patrol with regard to the following described property:

Lot 1, Block 1, Airport Rearrangement 2nd Addition, also known as 6205 Crossman Lane

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St.
Paul, Minnesota, that the Assignment of Lease is approved, and the Mayor and City Clerk are
authorized and directed to execute the assignor’s consent to the Change of Control, in the name on
behalf of the City.

Adopted this 6th day of January 2020.

City Clerk
AIRPORT LAND LEASE AGREEMENT
[GROUND LEASE]

CITY OF SOUTH ST. PAUL
[LANDLORD]

AND

CIVIL AIR PATROL
[TENANT]
LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of the 6th day of January, 2020, between the City of South St. Paul, a municipal corporation of the State of Minnesota, ("Landlord") and Civil Air Patrol, a federally chartered corporation (and a 501 (c) (3) non-profit corporation) ("Tenant"), each of the foregoing being sometimes referred to individually as "party" or collectively as "parties."

IN CONSIDERATION OF the mutual agreements herein expressed and for valuable consideration, the parties agree as follows:

SECTION 1
LEASE

1.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following real property situated upon the South St. Paul Municipal Airport ("Airport"), a public Airport owned and operated by Landlord, located in the County of Dakota, State of Minnesota:

Lot 1, Block 1, Airport Rearrangement 2nd Addition

according to the plat(s) thereof on file and of record in the office of the Dakota County Recorder ("Leased Premises"), together with buildings and improvements, if any, located on the Leased Premises. Said Lease Premises has 17,690 total square feet.

1.2 Tenant shall have the privilege of using the public portions of the Airport, such as runways and other public facilities provided by Landlord, upon such terms and subject to the rules, regulations and charges for such use as they now exist or may hereafter be established by Landlord by ordinance, resolution or agreement with Tenant.

1.3 Tenant agrees that Tenant is leasing the Leased Premises on an "as-is," "where is" and "with all faults" basis, based upon Tenant’s own judgment, and Tenant disclaims any reliance upon any statement or representation whatsoever made by Landlord regarding the Leased Premises or the Airport. Landlord makes no warranty with respect to the Leased Premises, either express or implied. Landlord specifically disclaims any warranty of merchantability or fitness for any particular purpose and liability for any consequential damages arising out of the use or the inability to use the Leased Premises, or any part thereof.

SECTION 2
LEASE TERM

The term of this Lease ("Term") shall commence on January 6th, 2020 ("Commencement
SECTION 3
LEASE RENEWAL

3.1 Tenant shall have the option to extend the initial Term of this Lease for an additional term of twenty (20) years (“Extended Term”) from and after the expiration of the initial Term of this Lease. The Lease will be automatically renewed unless Tenant gives written notice not to exercise this option to Landlord not less than one (1) year prior to the expiration of the initial Term of this Lease. The option to extend and the Extended Term is subject to the following terms and conditions:

(i) No default exists in the performance by Tenant of any of the terms of this Lease;

(ii) The Extended Term shall be on the terms, covenants and conditions of the then current lease terms for the same type of tenants (noncommercial, commercial with direct access to public road and/or ramp access, or commercial without direct access to public road and/or ramp access) and at the highest rental rate for the particular type of tenancy;

(iii) That the Lease Term and any extension term shall not cause the Lease to continue for more than forty (40) years from the Commencement Date of the Lease.

SECTION 4
RENT

4.1 During each year of this Lease, Tenant shall pay to Landlord, on or before January 1st of each year, an annual rent (“Rent”) as provided in Exhibit A, attached hereto and incorporated herein by reference. In the event of any fractional year occurring during the Term of this Lease, Tenant shall pay rent on a pro rata basis calculated on the ratio of the actual number of days of possession by Tenant to the total number of days in the year in question.

4.2 In addition to being an event of default entitling Landlord to terminate this Lease, failure to pay Rent by March 1st of each year shall result in a late fee equal to $50 or five percent (5%) of the Rent due, whichever is greater, per month for each month that the Rent is late. Nothing in this paragraph shall be interpreted as a waiver of any of the Landlord's rights on the Tenant's default pursuant to any other provision of this Lease.

4.3 The Rent shall be adjusted upward as of the first day of January of each year (“Adjustment Date”) of the Lease Term and each year thereafter by three percent (3%) each year for the
duration of the Lease Term as set forth in the attached Rent schedule on Exhibit A, attached hereeto and incorporated herein by reference. At the commencement of the Extended Term, the Annual Rent shall be adjusted to the highest rental rate for the Tenant’s particular type of tenancy. Thereafter, the Annual Rent shall be increased by three percent (3%) each year for the duration of the Extended Term.

SECTION 5
USE OF LEASED PREMISES

5.1 The Leased Premises and the building(s) presently thereon shall be used solely for the following purposes and for no other purpose by Tenant or by other parties to whom Tenant may assign this Lease:

- Aircraft storage and uses customarily incidental to storage of aircraft owned by Tenant.
- Aircraft maintenance
- Office and other related facilities
- Other: Meetings and events that are related Tenant activities, vehicle and trailer storage by Tenant (subject to Section 33.1) and Emergency Services training and mission activities (in compliance with occupancy requirements)

5.2 Use of the Leased Premises for any purpose not expressly provided for in this Section shall constitute a default under this Lease unless Landlord provides written approval for such use prior to commencement of the use.

SECTION 6
CONDUCT OF OPERATIONS

6.1 In the conduct of their authorized activities on the Leased Premises and in the Airport, Tenant and any person or entity operating under any agreement with Tenant, shall furnish services on a fair, equal and non-discriminatory basis to all users thereof, and shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided, however, that Tenant and those operating under agreement with Tenant shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

6.2 Tenant shall have the nonexclusive privilege to use the public portions of the Airport, including, without limitation, parking areas, taxiways and roads, subject to the rules and regulations which now exist or are hereafter enacted by Landlord regarding such use and subject to such usage charges as may be established by Landlord.

6.3 This Lease shall not be construed in any manner to grant Tenant, or those claiming under Tenant, the exclusive right to use any part of the Airport, except the Leased Premises.
SECTION 7
TENANT’S IMPROVEMENT OF THE LEASED PREMISES

7.1 Tenant agrees that any improvements constructed by Tenant upon the Leased Premises shall be constructed at no cost to Landlord, unless otherwise agreed in writing.

7.2 The construction of all improvements on the Leased Premises and the improvements themselves must be built pursuant to the Building Standards Policy attached as Exhibit B, which is herein incorporated by reference.

7.3 Before commencing any erection, rebuilding, enlargement, extension or any other improvement of a building, and before commencing any repair or alteration costing in excess of One Thousand Dollars ($1,000), Tenant shall furnish to Landlord for Landlord’s approval:

(i) The plans for such work;

(ii) The estimated cost of completing the work;

(iii) Unless waived in writing by Landlord, a bond or other security in amount, form and with surety satisfactory to Landlord, conditioned for the commencement and completion and payment for such work, and against loss or damage by reason of mechanic’s liens; and

(iv) An insurance policy issued by an insurance company approved by Landlord and in an amount satisfactory to Landlord naming Landlord as an additional insured and protecting Landlord from all liability to persons or property for damages arising out of the contemplated work.

7.4 Tenant shall only proceed with the construction of an improvement to a building upon the Leased Premises after receipt of written approval from Landlord for the plans for the building.

7.5 Regardless of whether or not the foregoing bonds, security and insurance are waived by Landlord, Tenant shall:

(i) Prior to the commencement of any construction, repair or alteration, procure from the necessary authorities any building or other permits that may be required;

(ii) Do or cause the work to be done in a good and workmanlike manner and to be completed within the required time and in conformity with such building codes, zoning ordinances and regulations and orders of any lawful authority applicable to
the Airport;

(iii) Keep the Leased Premises and every building, structure and improvement on the
Leased Premises free and clear from all liens for labor performed and materials
furnished therefore;

(iv) Defend, at Tenant’s own cost and expense, each and every lien asserted or filed
against any portion of the Leased Premises, or against the building, structure or
improvement thereon and pay each and every judgment made or given against any
portion of the Leased Premises, or against the building, structure or improvement
thereon; and

(v) Indemnify and hold Landlord harmless from each and every claim, demand, action
and cause of action arising out of or in connection with any act or omission of
Tenant, or of any agent, employee or contractor of Tenant, with respect to the
removal, erection, alteration, enlargement or extension of any building, structure or
improvement on the Leased Premises, or arising out of or in connection with the
assertion or filing of any lien on said land or against any building, structure or
improvement thereon.

SECTION 8
BUILDING MAINTENANCE

8.1 Tenant, at Tenant’s own cost and expense, shall take good care of the Leased Premises and
shall repair, replace and maintain the buildings, structures and improvements located
thereon and shall keep and maintain the same in good order and repair and in a clean and
neat condition. Tenant shall not suffer or permit any waste or nuisance on the Leased
Premises or anything thereon which interferes with the rights of other tenants or the
Landlord in connection with the use of the Airport Leased Premises not leased to Tenant.
Landlord shall not be required to repair, replace or maintain any buildings, structures or
improvements on the Leased Premises.

SECTION 9
INSURANCE

9.1 At all times during the Term of this Lease, Tenant shall keep all buildings on the Leased
Premises insured against fire, vandalism, malicious mischief, and windstorm loss or
damage for an aggregate amount equal to one hundred percent (100%) of the fair market
value of the buildings or the insurable value, whichever is greater, and any money received
from said insurance as a result of any loss or damage to the building shall be divided
between Tenant and Landlord as their interest may appear. The policies shall be in a form
satisfactory to Landlord, and copies of the insurance policies or certificates thereof
evidencing such coverage and that such insurance is payable to Landlord and Tenant shall
be furnished to Landlord. Upon the occurrence of loss of or damage to the building, Tenant shall within thirty (30) days repair, rebuild, replace or remove the building, unless Landlord consents in writing to an extended time, which consent shall not be unreasonably withheld or delayed.

9.2 Tenant shall, at Tenant’s sole cost and expense, maintain in effect at all times during the Term of this Lease a “Commercial General Liability Insurance” policy on an “occurrence” rather than on a “claims made” basis, with a total combined policy limit of not less than the limitation of liability of Landlord under Minnesota Statutes Chapter 466, or any successor statute, which policy shall include, but not be limited to, coverages for Bodily Injury, Property Damage, Personal Injury and Contractual Liability (applying to this Lease), or an equivalent form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad as the above. Such policy shall name Landlord as an additional insured. Policies for such liability coverage shall be in a form and issued by an insurer reasonably acceptable to Landlord and shall require at least thirty (30) days prior written notice to Landlord of termination or material alteration. Tenant’s liability insurance shall be primary with respect to Landlord and its agents and not participating with any other available insurance. Tenant shall deliver to Landlord on the Commencement Date of this Lease and on each Anniversary Date thereafter insurer-certified copies of such policies, certificates or other evidence reasonably satisfactory to Landlord confirming the terms of such insurance, confirming that premiums thereon have been paid at least one (1) year in advance and confirming that the policies are in full force and effect.

9.3 Tenant shall carry owners-tenants combined single limit coverage for bodily injury, property damage and all damages for any one incident of at least One Million Dollars ($1,000,000.00).

9.4 Each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance. The parties agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: “This insurance shall not be invalidated should the insured waive in writing prior to a loss, any or all right of recovery against any party for loss occurring to the property described therein.”
SECTION 10
INDEMNIFICATION

10.1 Tenant agrees to indemnify and hold Landlord harmless from any and all loss, damage, claims, judgments, litigation expenses and costs for any injury to persons or damage to property from any act or omission of Tenant, its employees, agents, subsidiaries, licensees and sublessees while on or about the Airport or the Leased Premises, and Landlord shall not be liable to any extent for, nor will Tenant make any claim against Landlord for or on account of any injury, loss or damage to the Leased Premises, the buildings or structures thereon, the personal property and facilities located therein, or to any person or property at any time on the Leased Premises whether occasioned by fire, water, smoke, steam, gas, electricity or other agency or instrumentality which may come or be on the Leased Premises or occasioned by any other cause, except to the extent the Landlord is grossly negligent. The Tenant’s indemnity obligation is not limited by the insurance required in Sections 9.1 and 9.2.

10.2 Nothing in this Lease shall cause Landlord in any way to be construed as partner, joint venturer or associated in any way with Tenant in the operation of the Leased Premises, or subject Landlord to any obligation, loss, charge or expense connected with or arising from the operation or use of the Leased Premises or any part thereof.

SECTION 11
PAYMENT OF TAXES AND OTHER CHARGES

11.1 Tenant shall pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes. If Tenant shall fail to pay any of the taxes, assessments, license fees or other charges when the same become due, Landlord may pay the same, together with any cost or penalty which may accrue thereon, and collect the entire amount so paid from Tenant and Tenant agrees to pay the entire amount to Landlord upon demand. Tenant recognizes and agrees that the word “taxes” as used in this Section includes any tax which may be imposed and required to be collected pursuant to Minnesota Statutes Section 272.01, subd. 2, or similar successor statute, for the privilege of using and possessing the Leased Premises, which are tax exempt, in the same amount and to the same extent as though Tenant were the owner of the Leased Premises. Tenant acknowledges that the Leased Premises is assessed separately from the Airport for purposes of assessing property taxes, and that Tenant is responsible for paying all such personal property taxes or property taxes to Dakota County.
SECTION 12
SERVICES AND UTILITIES

12.1 All utilities for the Leased Premises shall be separately metered. Tenant shall be responsible for any repairs to utilities or utility connections on the Leased Premises. If Tenant fails to make required repairs to any utilities or utility connections within ten (10) days after Landlord has sent written notice to Tenant that the repairs need to be made, Landlord may make such required repairs and Tenant shall pay to Landlord the cost of performing such repair within five (5) days after receipt of a bill for the repair charges.

12.2 Tenant agrees to promptly pay all claims, in addition to Rent, for all utilities or other services supplied to or consumed by Tenant on the Leased Premises, including, without limitation, gas, electricity, water, telephone, trash collection, storm water utility and all similar services provided by Landlord.

12.3 Tenant shall provide, at Tenant’s expense, security lighting and proper electrical service to the Leased Premises. All utility connections, electrical or otherwise, shall be underground.

SECTION 13
TENANT’S FINANCING

13.1 Tenant shall have the right to subject the leasehold estate and any and all improvements to one or more mortgages as security for a loan or loans or other obligation of Tenant, provided that:

(i) The mortgage and all rights acquired under it shall be subject to all of the terms, covenants conditions and restrictions contained in this Lease and to all rights and interests of Landlord, except as otherwise provided in this Lease; and

(ii) Tenant shall give Landlord prior notice of any mortgage, together with a copy of it.

13.2 If Tenant defaults under the terms of any permitted leasehold mortgage, and the mortgagee acquires Tenant’s leasehold estate, whether by exercising its power of sale by judicial foreclosure, or by an assignment in lieu of foreclosure, or of exercise of power of sale, Landlord agrees to postpone the obligation to pay Rent during the sixty (60) days following the mortgagee’s acquisition, conditioned upon the following:

(i) Payments of all taxes, assessment, and insurance premiums required by this Lease to be paid by Tenant are current, or are brought current by mortgagee, and are kept current;

(ii) Payments of all utility charges are current or are brought current by mortgagee, and are kept current;
(iii) The mortgagee performs all Tenant’s obligations with respect to the Leased Premises and keeps any improvements in good order and repair; and

(iv) Within seventy-five (75) days following mortgagee’s acquisition, mortgagee cures any Rent default of Tenant out of income and rent remaining after paying items (ii) through (iii) above and after mortgagee’s reasonable expenses incurred in operating the Leased Premises and improvements.

SECTION 14
RIGHT TO REMOVE BUILDING(S) AT END OF LEASE TERM

14.1 Upon termination of this Lease, whether on account of default or by lapse of time, if Tenant shall have paid all taxes, assessments, Rent and other charges payable by Tenant under the terms of this Lease, and shall have kept and performed all the terms and conditions of this Lease, Tenant shall have the right to remove from the Leased Premises all buildings or property thereon belonging to Tenant and shall restore the Leased Premises to as good condition as they were in when they were entered upon by Tenant, reasonable wear and tear excepted, provided Tenant does so within six (6) months after the termination of this Lease. If said buildings or property are not so removed within said six (6) month period, Tenant hereby conveys and transfers the same to Landlord and the title thereto shall vest in Landlord without further act or conveyance; provided, however, that if following commencement of removal or notice of intention to remove, Tenant shall demonstrate to Landlord that for reasons beyond the control of Tenant such removal cannot be completed within said sixty (60) day period, Landlord may allow Tenant a reasonable extension of time for such removal.

14.2 At Landlord’s reasonable discretion, Tenant may be required to remove any and all buildings from the Leased Premises at the end of the Lease Term, regardless of whether the requirements of Section 14.1 have been met. Landlord shall inform Tenant in writing no less than ninety (90) days prior to the end of the Lease Term or Extension Term if Landlord will require Tenant to remove the building(s) from the Leased Premises. Tenant’s failure to remove the building(s) at Landlord’s direction shall result in Landlord removing the building(s) at Tenant’s sole expense.

SECTION 15
TENANT’S RIGHT TO SUBLEASE OR ASSIGN

15.1 Sublease. Tenant may not sublease all or any part of the Leased Premises without the prior written approval of Landlord, which approval may not be withheld if all of the conditions in Section 15.3 are met.

15.2 Assignment. Tenant may not, voluntarily or by operation of law, assign, mortgage, pledge
or otherwise transfer this Lease without the prior written consent of Landlord, and the Landlord will reasonably grant consent. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of the shares of voting stock so as to result in a change of the present effective voting control of Tenant shall constitute an assignment of this Lease, and as such, shall require the prior written consent of Landlord, which consent will not be unreasonably withheld.

15.3 Landlord’s written consent to any proposed assignment or transfer shall not be withheld or delayed if, in the reasonable discretion of the Landlord, all of the following conditions are satisfied:

(i) The proposed assignee or sublessee has a net worth at least equal to the Minnesota Wing of Tenant’s net worth as of the date of the signing of this Lease, or the date of the proposed assignment, whichever is greater;

(ii) The proposed assignee or sublessee is creditworthy considering the obligations to be assumed under the Lease;

(iii) The proposed assignee or sublessee has experience in aviation related operations;

(iv) The use of the Leased Premises will comply with all the requirements of this Lease;

(v) Tenant and Tenant’s guarantor(s) (if any) and the proposed assignee or sublessee agree to a written amendment to the Lease, in form and substance acceptable to Landlord, that the Rent as of the effective date of such assignment shall be equal to the highest per square foot rent charged for a similar lease at the Airport; and

(vi) The proposed assignee or sublessee will continue to use the Leased Premises for an aviation related purpose, or for a purpose similar to Tenant as determined and approved by Landlord at Landlord’s sole discretion;

(vii) Tenant pays a lease transfer fee to the Landlord in the amount of $1,000.

15.4 If the Lease is assigned to an entity or person other than a member of the Tenant’s immediate family before the Infrastructure Fee and accrued interest are fully paid, the Infrastructure Fee and accrued interest shall be due and payable in full on the date the assignment is approved by Landlord.

15.5 If Tenant desires to assign the Lease, Tenant shall so notify Landlord in writing at least thirty (30) days prior to the proposed effective date of the assignment. Tenant shall provide Landlord with a copy of the proposed assignment and any other relevant information requested by Landlord.
SECTION 16
QUIET ENJOYMENT

16.1 Landlord covenants and agrees with Tenant that upon Tenant’s paying said Rent and keeping, paying and performing all the terms, covenants and conditions of this Lease on Tenant’s part to be kept, paid and performed, Tenant may, except for reasons beyond the control of Landlord, peaceably and quietly have and hold the Leased Premises for the Term of this Lease.

16.2 Notwithstanding the above, Landlord and its agents or representatives shall have the right to enter the Leased Premises and buildings thereon, to inspect the same for operations conducted from and on the Leased Premises and for the purpose of making repairs or improvements to any adjoining premises or to the Airport and to install through or upon the Leased Premises such pipes, wires and appurtenances as it may deem necessary or useful to the operation of the Airport, but the making of such repairs, improvements, or installations shall be done in such manner as will not interfere materially with the use and enjoyment of the Leased Premises by Tenant, except in cases of emergency.

SECTION 17
LANDLORD’S OPERATION OF AIRPORT

17.1 Landlord shall properly maintain, operate and manage the Airport at all times in a safe manner consistent with generally accepted good practice in the State of Minnesota for airports of similar size and character. If, for any reason beyond the control of Landlord (including without limitation, war, strikes, riots or acts of God) Landlord shall fail to properly maintain, operate and manage the Airport, such failure shall not operate as a breach of this Lease or render Landlord liable for damages. This section shall not be construed to bind Landlord to operate a traffic control tower at the Airport, nor be construed to bind Landlord to maintain the Leased Premises.

SECTION 18
DEFAULT BY TENANT

18.1 The following shall constitute a default by Tenant:

(i) Tenant fails to pay Rent and such failure to pay is not cured within five (5) days from the due date of the payment;

(ii) Tenant fails to pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes and such default shall continue for thirty (30) days
after notice of said failure to pay is given to Tenant by the Landlord or Dakota County.

(iii) Tenant fails to observe or perform any of the non-monetary terms, covenants or conditions of this Lease, and such default shall continue for ten (10) days after notice of default is given by the Landlord or Tenant shall have failed to commence the cure of such default within ten (10) days after such notice;

(iv) Notwithstanding the requirement contained in Section 18.1(iii) hereof relating to giving the Tenant a ten (10) day period to cure a non-monetary default, in the event of an emergency as determined by the Landlord, the Landlord may perform the work or improvement to be performed by the Tenant without giving any notice to the Tenant and without giving the Tenant the ten (10) day period to cure the default. In such case, the Tenant shall within thirty (30) days after written billing by the Landlord reimburse the Landlord for any and all costs incurred by the Landlord.

(v) A petition to reorganize Tenant or for an arrangement of its unsecured debts is filed;

(vi) Tenant is adjudicated bankrupt;

(vii) A receiver or trustee of Tenant’s property is appointed by any Court;

(viii) Tenant makes a general assignment for the benefit of creditors;

(ix) The entirety of Tenant’s interest in Tenant’s property shall be taken by garnishment, attachment, execution or other process of law; or

(x) The Leased Premises is abandoned for a period of thirty (30) days.

18.2 In the event of any default, in addition to any other remedies available to Landlord at law or equity, Landlord shall have the following rights:

(i) Immediately, or at any time thereafter, without further notice to Tenant, to re-enter into or upon the Leased Premises, or any part thereof, and take possession of the same fully and absolutely without such re-entry working a forfeiture of the Rents or other charges to be paid and of the covenants, terms and conditions to be performed by Tenant for the full Term of this Lease, and in the event of such re-entry Landlord may seek the collection of the Rents or other charges to be paid under this Lease or for the properly measured damages and for the collection of its reasonable attorney’s fees; and

(ii) Landlord shall further have all other rights and remedies including injunctive relief, ejectment or summary proceedings in unlawful detainer, and any or all legal
remedies, actions and proceedings, and all such shall be cumulative Landlord shall be entitled to its reasonable attorney’s fees arising from or attributable to any such breach.

18.3 In the event of any default, in addition to any other remedies available to Landlord at law or in equity, including those set forth in Paragraph 18.2, Landlord shall have the immediate right and option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. Landlord has the reasonable duty to mitigate its damages resulting from a Tenant default. In the event that Landlord shall so terminate this Lease as a result of Tenant’s default, Landlord may:

(i) Retain any payment(s) made by Tenant as provided in Section 4 [for Rent] prior to the termination of this Lease.

(ii) Recover from Tenant the amount of any unpaid Rent which had been earned at the time of such termination;

(iii) Recover from Tenant all expenses incurred by Landlord in terminating, repossessing and reletting the Leased Premises including but not limited to costs of repairs, brokerage and legal fees, and the collection of Rent;

(iv) Recover from Tenant any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Leased Premises, or, if elected by Landlord as liquidated and final damages for lost Rent, in addition to the deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at the stated rate of interest payable under any first mortgage or deed of trust on the Property or one (1) percent per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Rent for the remainder of the Term exceeds the then reasonable rental value of the Leased Premises over the remainder of the Term; and

(v) Recover from Tenant any reasonable attorneys’ fees incurred by Landlord in enforcing its rights hereunder.

SECTION 19
WAIVER

19.1 Landlord’s waiver of any of the rights remedies, terms or conditions of this Lease on any occasion shall not constitute a waiver of any rights, remedies, terms or conditions with respect to any subsequent breach or default under the terms of this Lease.
SECTION 20
LEGAL COSTS

20.1 If Landlord incurs any costs to collect or recover any amount due or to become due under this Lease or to recover possession of the Leased Premises or files suit upon Tenant for the collection of any amount due or to become due or the recovery of possession of the Leased Premises or the enforcement of any of Tenant’s covenants hereunder, Landlord will be entitled to reimbursement of its reasonable attorneys’ fees and costs where Landlord is successful in its efforts for the collection of any amounts due or the recovery of possession of the Leased Premises. If Tenant incurs any costs for the enforcement of any Landlord’s covenant hereunder, Tenant will be entitled to reimbursement of its reasonable attorneys’ fees and costs where the Tenant is successful in its efforts.

SECTION 21
LIEN ON TENANT’S PROPERTY

21.1 As security for the payment to Landlord of all sums required to be paid by Tenant under the terms of this Lease, Tenant does hereby grant a lien upon and does mortgage to Landlord the buildings, structures and/or improvements located or to be located upon the Leased Premises at any time during the Term of this Lease, and does hereby authorize Landlord upon failure of Tenant to cure any default within the time provided for in Section 18, to take said property and sell and dispose of the same, to foreclose the lien hereby created in the manner provided by the laws of the State of Minnesota subject, however, to the lien of mortgages given by Tenant to finance the construction of the building to be constructed pursuant to this Lease, retaining such amount as shall pay any sums due and owing Landlord under the terms of this Lease, and any attorney’s fees and expenses as may have been incurred in connection therewith, and returning the excess, if any, to Tenant. In the event of sale, Landlord may bid in and become the purchaser of the property sold under foreclosure hereunder.

SECTION 22
CONDEMNATION

22.1 If it shall be in the public interest, Landlord shall have the power to condemn any part or the entirety of the Leased Premises even though it is a party to the Lease. In the event Landlord receives notification of any condemnation proceedings affecting the Leased Premises, Landlord will provide notice of the proceeding to Tenant within fifteen (15) days. If a condemning authority takes all or any part of the Leased Premises as part of a taking or condemnation action, this Lease will automatically terminate as of the day of the taking or condemnation. Tenant waives any and all claim to any portion of a condemnation award awarded to Landlord.
SECTION 23
DESTRUCTION OF LEASED PREMISES

13.1 If the buildings on the Leased Premises are partially or completely destroyed, either Landlord or Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to the other party.

SECTION 24
LEASE AMENDMENTS

24.1 Any of the terms of this Lease may be amended upon the mutual agreement, in writing, of Landlord and Tenant, which must be executed with the same formalities as this instrument.

24.2 This Lease is subject to the approval of federal and state agencies. The parties agree to modify this Lease as may be necessary to obtain approval by any federal or state agencies, provided, however, that such modification does not substantially change the Term, Rent or area leased. If the modification would substantially change the Term, Rent or area leased, either party may terminate this Lease by written notice to the other party.

SECTION 25
BINDING ON SUCCESSORS

25.1 Except as herein otherwise provided, all the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the legal representatives, successors, assigns and subsidiaries of both Landlord and Tenant.

SECTION 26
COMMITMENTS TO FEDERAL OR STATE AGENCIES

26.1 Nothing herein shall be construed to prevent Landlord from making such commitments as it desires to the Federal Government or to the State of Minnesota in order to qualify for the expenditure of federal or state funds on the Airport.

SECTION 27
AIRCRAFT REGISTRATION

27.1 Tenant agrees that any aircraft that is based at, stored at or utilizes the Airport under this Lease shall be currently in compliance with the aircraft registration requirements set forth in Minnesota Statutes Chapter 360.
SECTION 28
APRON AND TAXIWAY

28.1 Apron. At Tenant’s own expense, Tenant shall construct, maintain, repair and replace an apron to serve the Leased Premises.

28.2 Taxiway. If Landlord constructs a taxiway to serve the Leased Premises as well as other areas, Landlord may require Tenant to pay the amount resulting from the following formula:

(i) First, Landlord shall calculate the total cost of construction of the taxiway, including all engineering, legal and administrative costs associated therewith;

(ii) Second, the amounts that Landlord actually receives from federal and state grants for the taxiway, if any, shall be subtracted from the total cost;

(iii) Third, the resulting figure from steps (i) and (ii) above shall be multiplied by a factor where the denominator is the total amount of leased or to be leased frontage that abuts taxiway (including the frontage leased to Tenant as well as others) and the numerator is the frontage of the Leased Premises abutting the taxiway;

(iv) The figure resulting from step (iii) above shall be paid by Tenant.

SECTION 29
SIGNS

29.1 Tenant may erect suitable advertising signs on the Leased Premises to advertise Tenant’s business, provided that the form, type, size and method of installation shall first be approved by Landlord.

SECTION 30
AVIATION FUEL

30.1 Tenant shall not have the right to sell, dispense, give or transfer aviation fuel, except to fuel aircraft owned by or exclusively leased to Tenant. There shall be no storage of flammable materials, liquids or fuels in open containers in or upon the Leased Premises.

SECTION 31
LEASE SUBJECT TO GOVERNMENT DEED RESTRICTIONS

31.1 Tenant understands and agrees that all terms and conditions of the deed between Landlord and the Navy Department, which deed is known as the Surplus Property Deed, which
consists of a Quit Claim Deed dated December 22, 1950, and a corrected deed October 4, 1951, are herewith incorporated by reference into the terms of this Lease. In the event of any conflict between this Lease and that deed and all conditions imposed by the deed or other governmental grants, reservations, statutes or regulations, this Lease shall stand amended to conform thereto. In the event such reformation substantially impairs the rights and obligations of this Lease, the Lease shall stand terminated by written notice from Landlord to Tenant, such notice to include the basis for the termination and Rents to be prorated as of that date. Specifically, but not in limitation hereof, it is understood and agreed that this Lease is also subject to the so-called “Sponsor’s Assurances” made by Landlord to the State and/or Federal Governments in connection with improvement grants, parts of which are as follows:

“The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

(a) That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to render any service or furnish any parts, materials or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) to furnish good, prompt and efficient service adequate to meet all the demands for its service at the Airport;

(2) to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and

(3) to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: Provided, however, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers.

(b) That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft at the Airport from performing any services on its own aircraft with its own employees (including but not limited to, maintenance and repair) that it may choose to perform;
(c) That is the Sponsor exercises any of the rights or privileges set forth in subsection (a) of this paragraph, it will be bound by and adhere to the condition specified for contractors set forth in said subsection (a).

SECTION 32
HAZARDOUS SUBSTANCES

32.1 Tenant shall take no act or allow any act to be taken that will subject the Leased Premises to “superfund” type liens or claims by regulatory agencies or other entities arising from the actual or threatened release, deposit or existence of hazardous substances (defined below) in, on or about the Leased Premises. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, penalties, forfeitures, suits or liabilities of any type or nature (including cost of defense, settlement and reasonable attorneys’ fees) incurred by Landlord hereafter or for which Landlord shall become responsible for or pay as a result of any or all of the following:

(i) Death or bodily injury to any person;

(ii) Structural damage to any property;

(iii) Contamination of or detrimental effect upon the environment; or

(iv) Violation of governmental laws, orders or regulations

as a result of or due to the actual or threatened release of hazardous substances claimed or alleged to have been deposited, stored, disposed of, placed or otherwise located in, on or about the Leased Premises.

32.2 Tenant shall not store or possess any hazardous substances on the Leased Premises unless the same are stored or possessed in a manner that complies with all applicable laws, and in no event shall Tenant dispose of any hazardous substances on the Leased Premises without the express prior written consent of Landlord, which consent may be withheld at Landlord’s sole discretion.

32.3 As used in this Lease, the term “hazardous substances” is defined to include any substances, wastes, contaminants or pollutants that are now or hereafter shall be included within the definition of such term or similar replacement term, under any federal, state or local statute, ordinance, code or regulation now existing or hereafter enacted or amended, including but not limited to the Minnesota Environmental Response and Liability Act, Minnesota Statutes Chapter 115B; Minnesota Petroleum Tank Release Clean-Up Act, Minnesota Statutes Chapter 115C as amended by Superfund Amendments and
Reauthorization Act of 1986; the Asbestos Abatement Act, Minnesota Statutes Sections 326.70 through 326.81; and the State Environmental Lien Statute, Minn. Stat. §514.672, et. Seq.

32.4 Tenant shall promptly provide Landlord with copies of all notices or reports received or submitted by it to or from any governmental agency or other third party with respect to the storage, processing, disposal, release or threatened release of hazardous substances into or onto the Leased Premises or any adjacent property.

SECTION 33
GENERAL PROVISIONS

33.1 The Leased Premises are to be used primarily for the storage of aircraft and other uses listed in Section 5 above. No more than twenty (20) percent of the floor area of a building may be used for non-aviation vehicles or items, and any non-aviation vehicles may not exceed forty-eight (48) inches in height as measured from the floor to the highest point of the vehicle. No vehicle may be stacked or placed on top of another vehicle or any object in such a manner that the total height of the combination of the vehicle(s) exceeds forty-eight (48) inches in height. Notwithstanding the foregoing, Tenant shall be entitled to store the following vehicles in the Hangar: [To Be Attached hereto as Exhibit D]

33.2 Tenant shall comply with all terms and conditions set forth in the most recently adopted South St. Paul Airport Rules and Regulation and any amendments or revisions.

33.3 Tenant shall comply with the all terms and conditions set forth in the Airport Contract Requirements attached as Exhibit C and incorporated herein by reference, and any amendments or revisions to the same.

33.4 Tenant and Tenant’s employees, agents, contractors and invitees shall, at all times while on or about any part of the Airport, obey all Airport traffic rules and regulations.

33.5 Tenant agrees that this Lease shall terminate in the event of the withdrawal or revocation of any permit or approval to operate the Airport granted to Landlord by the agencies or agency having jurisdiction over the Airport, or the revocation of the licenses issued to Landlord for the operation of the Airport with the rents prorated as of such termination.

33.6 Tenant agrees that the Leased Premises are subject to all easements and encumbrances of record. Tenant shall not interfere with said easements.

33.7 Tenant agrees that the Leased Premises are subject to the right of Landlord to locate, construct, maintain, reconstruct and repair an Airport beacon and wiring relating thereto on the subject Leased Premises; Landlord shall also have a right of access to the Leased Premises for the purpose of locating, construction, maintaining, reconstructing and
repairing the Airport beacon and wiring.

SECTION 34
NOTICES

34.1 All notices or communications required or permitted by this Lease must be written and may be given personally, electronically, or sent by certified United States mail, postage prepaid, or overnight courier at the following addresses:

If to Landlord: Terminal Building
1725 Henry Avenue
South St. Paul, MN 55075
Attn: Airport Manager

If to Tenant: Civil Air Patrol Minnesota Wing
6275 Crossman Lane
Inver Grove Heights, MN 55076
Attn: MN Wing Administrator

Email: gsupan@capnhq.gov
Phone: 651-291-0462

34.2 Either party may change their address by providing written notice of the party’s new address to the other party.

SECTION 35
DATA PRACTICES ACT

35.1 Information supplied by Tenant to Landlord is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the “Act”). Such information shall become public unless it falls into one of the exceptions of the Act. Tenant shall notify Landlord in writing of any data Tenant believes is classified as non-public.

SECTION 36
ENTIRE AGREEMENT

36.1 This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his/her/its own examination of this Lease, the counsel of her/her/its own advisors and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Leased Premises or improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction
constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

SECTION 37
CAPTIONS; TABLE OF CONTENTS

37.1 The table of contents and the captions of the various sections of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.

SECTION 38
COUNTERPARTS

38.1 This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

SECTION 39
GOVERNING LAW

39.1 This Lease shall be governed, construed and enforced in accordance with the laws of the State of Minnesota.

SECTION 40
CONFLICT OF INTEREST

40.1 Tenant represents and warrants that no official, officer, or employee of Landlord has or will have any interest, direct or indirect, in this Lease or the transactions contemplated by it.

SECTION 41
MEMORANDUM OF LEASE

41.1 If either party requests the other party to do so, the parties shall execute a memorandum of lease in recordable form acceptable to both parties. The memorandum of lease may be recorded by either party at its expense in the appropriate land records office.

SECTION 42
THIRD PARTY BENEFICIARIES

42.1 Neither this Lease nor any provision of it shall create any right in favor of or impose any obligation upon any person or entity other than the parties to this Lease and their respective successors and permitted assigns.
SECTION 43
COMPLIANCE WITH LAWS AND REGULATIONS

43.1 Tenant shall comply with all laws of the United States the State of Minnesota and with all ordinances, rules, regulations and orders of any of the foregoing, and of any department thereof. Tenant shall comply with all ordinances, rules and regulations of Landlord relating to the Leased Premises and with respect to control of ground and air traffic, aircraft operations and the general use of the Airport.

SECTION 44
FORCE MAJEURE

44.1 The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, except for payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party (any such delay being called “unavoidable delay” in this Lease), provided however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.

SECTION 45
NON-DISCRIMINATION

45.1 Tenant, Tenant’s successors in interest and permitted assigns, as a part of the consideration hereof, do covenant and agree to the following as covenants running with the land:

(i) That no person shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the facilities on the Leased Premises on the grounds of race, sex, color, creed or national origin;

(ii) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination on the grounds of race, sex, color, creed or national origin; and

(iii) That Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federal-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and said
Regulations as may be amended. In the event of a breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and repossess the Leased Premises, and hold the same as if said Lease had never been made or issued.

SECTION 46
SEVERABILITY

If any provision of this Lease or the application thereof to either party or any circumstance is unenforceable to any extent, the remainder of this Lease and the application of such provision to the other party or circumstances will not be affected thereby and will be enforceable to the greatest extent permitted by law.

[Remainder of page intentionally blank]
IN WITNESS WHEREOF, the parties have executed this Lease, or caused it to be executed by their or its duly authorized representative(s), as of the day and year first above written.

LANDLORD:
CITY OF SOUTH ST. PAUL

By: ____________________________
Name: James P. Francis
Title: Mayor

Attest:

By: ____________________________
Name: Christy M. Wilcox
Title: City Clerk

STATE OF MINNESOTA  )
COUNTY OF DAKOTA  ) ss.  

Landlord Acknowledgment

The foregoing instrument was acknowledged before me this ___ day of _____________, 2020, by James P. Francis and Christy Wilcox, the Mayor and the City Clerk of the City of South St. Paul, a Minnesota municipal corporation, on behalf of the corporation.

_______________________________________
Notary Public
TENANT:
CIVIL AIR PATROL

By: _____________________________
Name: John Salvador
Title: Chief Operating Officer

Attest:

By: _____________________________
Name: ____________________________
Title: Wing Commander

STATE OF MINNESOTA  )
COUNTY OF DAKOTA    ) ss.  Tenant Acknowledgment

The foregoing instrument was acknowledged before me this ___ day of _____________, 2020, by John Salvador, the Chief Operating Officer of Civil Air Patrol, a federally charted corporation, on behalf of the corporation.

_______________________________________
Notary Public
EXHIBIT A

RENT SCHEDULE

The Rent for the Leased Premises shall be as follows.

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<thead>
<tr>
<th>INITIAL LEASE TERM</th>
<th>RENT/SQ.FOOT</th>
<th>ANNUAL RENT</th>
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<td>$6,633.75</td>
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<td>$11,640.02</td>
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</table>
EXHIBIT B

BUILDING STANDARDS POLICY

The hangar and expansions for the building located on the Leased Premises shall comply with building requirements of the City of Inver Grove Heights.
EXHIBIT C

AIRPORT CONTRACT REQUIREMENTS

1. (/a) Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. (/a) Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(a) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;

(b) That in the construction of any improvements on, over, or under such Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) That Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

3. (/b) Tenant agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and no unjustly discriminatory prices for each unit or service, PROVIDED, that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)

4. (/b) Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules
as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Tenant or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates Tenant or any transferee for the longer of the following periods:

(a) The period during which the Leased Premises is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the Airport sponsor or any transferee retains ownership or possession of the Leased Premises.

In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract. (AAIA of 1982 as amended)

5. (/b) Tenant agrees that it practices nondiscrimination in their activities and will provide DBE participation in their leases as required by the sponsor, in order to meet the sponsor’s goals, or required by the FAA in order to obtain an exemption from the prohibition against Long-term exclusive leases. (49 CFR Part 23, as amended)

6. (/b) Tenant agrees that it shall insert the above five provisions in any lease (agreement, contract, etc.) by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Leased Premises. (See the documents referenced for the above clauses)

7. (/b) It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and Landlord reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. (Federal Aviation Act of 1958 Section 308(a), as amended)

8. (/c) Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or hindrance. (FAA Order 5190.6B, as amended)

9. (/c) Landlord reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard. (FAA
10. (/c) This Lease shall be subordinate to the provisions of and requirements of any existing or future agreement between Landlord and the United States, relative to the development, operation, or maintenance of the Airport. (FAA Order 5190.6B, as amended)

11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises. (FAA Order 5190.6B, as amended)

12. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport. (FAA Order 5190.6B, as amended)

13. By accepting this, Tenant expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Premises, above a mean sea level elevation of 932 feet. In the event the aforesaid covenants are breached, Landlord reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant. (FAA Order 5190.6B, as amended)

14. By accepting this Lease, Tenant expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Tenant. (FAA Order 5190.6B, as amended)

15. (/d)** This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency. (Surplus Property Act of 1944 – FAA Order 5190.6B, as amended)

16. (/b) It is clearly understood by Tenant that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to maintenance and repair) that it may choose to perform. (Assurance 22 – FAA
Order 5190.6B, as amended)

17. (/e) This Lease is subject to the requirements of the U.S. Department of Transportation’s regulations 49 CFR Part 23. Tenant agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23. Tenant also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and cause those businesses to similarly include the statements in further agreements. (49 CFR Part 23)

Notes
/a Mandatory in all leases/agreements if airport is obligated by a Federal Agreement since January 30, 1965.
/b Mandatory in all leases/agreements for aeronautical services at airports subject to continuing obligations under FAA/ADAP/AIP Agreements.
/c Mandatory in all Use Agreements permitting aeronautical operations from adjoining non-airport property.
/d Mandatory in all leases/agreements at airports acquired in whole or in part under Federal Surplus Property Transfer (unless the National Emergency Use Provision of the Surplus Transfer Document has been specifically released by the FAA).
/e Mandatory in all complementary aeronautical activity leases/agreements executed after June 1, 1992.

* Insert the number of feet mean sea level applicable to the most critical area of the parcel contained in this Lease in accordance with Part 77 of the Federal Aviation Regulations. If required, the area of a lease may be subdivided as shown on a property map to provide more than one height limitation, or more restrictive height limitations may be imposed at the discretion of the Sponsor.

** If the airport is not subject to the National Emergency Use Provision generally contained in Surplus Property Instruments of Disposal, Paragraph 15 above may be modified to exclude that portion of the provision, “or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.”
EXHIBIT D

The Civil Air Patrol will be allowed to park any CAP owned aircraft or vehicle inside their hangar.
AGENDA ITEM: Accept the 2019 3rd Quarter Financial Report

ACTION TO BE CONSIDERED:

1. Motion to accept the 2017 2nd Quarter Financial Report

OVERVIEW:

The Finance Department has prepared the attached third quarter financial report for 2019. Finance has not noted any worrisome variances in the operating funds for the 3rd quarter. The variances that have occurred are noted in the attached report.

There are no budget adjustments in the third quarter, therefore, the only council action is the acceptance of the 2019 Third Quarter Financial Report.

SOURCE OF FUNDS:

As outlined in this Agenda report
# Third Quarter Financial Report

## GENERAL OPERATING FUND
### GENERAL FUND - REVENUES

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<th>Description</th>
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<th>2019 Amended Budget</th>
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<th>Benchmark Percent of Budget</th>
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<td><strong>16,156,941.00</strong></td>
<td><strong>9,793,218.67</strong></td>
<td><strong>60.61%</strong></td>
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### GENERAL FUND - EXPENDITURES

#### General Government
- Mayor & Council: 149,747.00
- Administration: 439,461.00
- Human Resources: 118,185.00
- City Attorney: 52,000.00
- City Attorney - Retainer: 18,000.00
- City Attorney - Criminal: 162,000.00
- City Clerk: 135,847.00
- Information Technology: 505,242.00
- Recycling: 47,286.00
- Community Affairs: 110,804.00
- Finance: 484,399.00

#### Total General Government: 2,222,971.00

#### Police: 5,926,842.00

#### Fire: 2,444,481.00

#### Total Public Safety: 8,371,323.00

#### Engineering: 493,713.00

#### Streets, Alley's and Blvd's: 1,739,611.00

#### Buildings: 270,118.00

#### Parks Facilities and Maintenance: 1,057,529.00

#### Total Public Works: 3,560,971.00

#### City Planner: 270,925.00

#### Code Enforcement: 513,678.00

#### Total Community Development: 764,603.00

#### Parks Administration: 400,915.00

#### Splash Pool: 74,664.00

#### Northview Pool: 75,064.00

#### Recreation Programs: 162,139.00

#### Total Leisure Services: 712,782.00

#### Contingencies: 500,000.00

#### Transfers out: 20,000.00

#### Total Nondepartmental: 520,000.00

#### Total Expenditures: 16,172,650.00

#### Revenues Over (Under) Expenditures: 0.00

## OTHER OPERATING FUNDS
### LIBRARY FUND

<table>
<thead>
<tr>
<th>Description</th>
<th>2019 Budget</th>
<th>2019 Expenditures</th>
<th>2019 Revenues</th>
<th>Benchmark Percent of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>775,139.00</td>
<td>790,848.00</td>
<td>401,720.09</td>
<td>50.80%</td>
</tr>
<tr>
<td>Expenditures</td>
<td>775,139.00</td>
<td>790,848.00</td>
<td>559,713.07</td>
<td>70.77%</td>
</tr>
<tr>
<td><strong>Revenues Over (Under) Expenditures</strong></td>
<td><strong>0.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>(157,992.98)</strong></td>
<td></td>
</tr>
</tbody>
</table>
### DOUG WOOG ARENA

<table>
<thead>
<tr>
<th></th>
<th>Revenues</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,050,554.00</td>
<td>1,050,554.00</td>
</tr>
<tr>
<td></td>
<td>701,767.88</td>
<td>619,056.30</td>
</tr>
<tr>
<td>Revenues Over (Under) Expenditures</td>
<td>50,045.00</td>
<td>119,529.00</td>
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<tr>
<td></td>
<td>82,711.58</td>
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</tbody>
</table>

### AIRPORT OPERATING FUND

<table>
<thead>
<tr>
<th></th>
<th>Revenues</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,170,525.00</td>
<td>1,170,525.00</td>
</tr>
<tr>
<td></td>
<td>986,263.29</td>
<td>762,612.70</td>
</tr>
<tr>
<td>Revenues Over (Under) Expenditures</td>
<td>59,363.00</td>
<td>48,153.00</td>
</tr>
<tr>
<td></td>
<td>223,650.59</td>
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</table>

### CENTRAL SQUARE FUND

<table>
<thead>
<tr>
<th></th>
<th>Revenues</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>376,416.00</td>
<td>380,965.00</td>
</tr>
<tr>
<td></td>
<td>265,668.19</td>
<td>257,427.46</td>
</tr>
<tr>
<td>Revenues Over (Under) Expenditures</td>
<td>(16,221.00)</td>
<td>(18,976.00)</td>
</tr>
<tr>
<td></td>
<td>8,240.73</td>
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</table>

### STORM WATER UTILITY FUND

<table>
<thead>
<tr>
<th></th>
<th>Revenues Over (Under) Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Revenues and Grants</td>
<td>498,600.00</td>
</tr>
<tr>
<td>Expenditures - Operating</td>
<td>615,481.00</td>
</tr>
<tr>
<td>Transfers - Capital</td>
<td>765,750.00</td>
</tr>
<tr>
<td>Revenues Over (Under) Expenditures</td>
<td>(882,631.00)</td>
</tr>
</tbody>
</table>

### STREET LIGHT UTILITY FUND

<table>
<thead>
<tr>
<th></th>
<th>Revenues</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>274,005.00</td>
<td>274,005.00</td>
</tr>
<tr>
<td></td>
<td>163,517.28</td>
<td>137,558.77</td>
</tr>
<tr>
<td>Revenues Over (Under) Expenditures</td>
<td>3,976.00</td>
<td>25,958.51</td>
</tr>
</tbody>
</table>

### WATER AND SEWER UTILITY FUND

<table>
<thead>
<tr>
<th></th>
<th>Revenues</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>60,000.00</td>
<td>60,000.00</td>
</tr>
<tr>
<td>Water Utility</td>
<td>2,203,200.00</td>
<td>1,250,796.41</td>
</tr>
<tr>
<td>Sewer Utility</td>
<td>3,804,900.00</td>
<td>4,122,983.72</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>6,068,100.00</td>
<td>5,389,979.64</td>
</tr>
<tr>
<td>Adminsitration</td>
<td>462,764.00</td>
<td>349,568.28</td>
</tr>
<tr>
<td>Water Utility</td>
<td>1,015,407.00</td>
<td>732,054.43</td>
</tr>
<tr>
<td>Sewer Utility</td>
<td>3,221,781.00</td>
<td>2,731,982.22</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>4,699,952.00</td>
<td>3,813,604.93</td>
</tr>
<tr>
<td>Water Utility</td>
<td>1,498,750.00</td>
<td>37,503.00</td>
</tr>
<tr>
<td>Sewer Utility</td>
<td>159,250.00</td>
<td>37,503.00</td>
</tr>
<tr>
<td>Total Transfers</td>
<td>1,658,000.00</td>
<td>75,006.00</td>
</tr>
<tr>
<td>Net Income (Loss)</td>
<td>(288,862.00)</td>
<td>(1,501,368.71)</td>
</tr>
</tbody>
</table>

### CENTRAL GARAGE - INTERNAL SERVICE FUND

<table>
<thead>
<tr>
<th></th>
<th>Revenues</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,290,605.00</td>
<td>1,110,912.36</td>
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<tr>
<td></td>
<td>64,435.00</td>
<td>266,188.12</td>
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</table>

### ECONOMIC DEVELOPMENT AUTHORITY

<table>
<thead>
<tr>
<th></th>
<th>Revenues</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>307,446.00</td>
<td>149,151.26</td>
</tr>
<tr>
<td></td>
<td>48.51%</td>
<td>69.20%</td>
</tr>
<tr>
<td>Revenues Over (Under) Expenditures</td>
<td>0.00</td>
<td>(61,183.47)</td>
</tr>
<tr>
<td></td>
<td>(2,976.00)</td>
<td></td>
</tr>
</tbody>
</table>
EDA - HOUSING (HRA LEVY)

<table>
<thead>
<tr>
<th></th>
<th>Revenues</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>324,359.00</td>
<td>324,359.00</td>
</tr>
<tr>
<td></td>
<td>324,359.00</td>
<td>340,765.00</td>
</tr>
</tbody>
</table>

|                      | 158,978.17 | 133,318.76   |
|                      | 49.01%     | 39.12%       |

| Revenues Over (Under) Expenditures | 0.00        | (16,406.00)  | 25,659.41 |

HRA - PUBLIC HOUSING

<table>
<thead>
<tr>
<th></th>
<th>Revenues</th>
<th>Operating Expenses</th>
<th>Capital Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2,015,830.00</td>
<td>1,700,364.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

|                      | 2,015,830.00 | 1,700,364.00 | 0.00           |

|                      | 663,671.07   | 305,360.63   | 176,436.00    |
|                      | 32.92%       | 17.96%       | 15.96%        |

| Net Income (Loss)   | 315,466.00   | 315,466.00   | 181,874.44    |

Tickmark Explanations for Budget VS Actual Variances and for Budget Revisions

A. Taxes are received in June/July and December/January-Library, Arena & Debt Funds got 50% of their budgeted property taxes as the General fund retains delinquent taxes, interest & penalties

B. 3rd quarter Franchise fees come in October, other fees will come in over the next quarter

C. LGA is received in July and December

D. Interest earnings are running ahead of projection and other minor revenues are unpredictable

E. Engineering and project related admin charge will be recorded at the end of the year costs related to one water grant in the engineering department - not budgeted but offset by grant revenue

F. Certain costs are one time costs so this will smooth out by year end and staffing changes have resulted in budget savings that will flow into general fund reserves

G. Repair & maintenance costs lower than anticipated

H. Costs smooth out by year end - equipment purchased, seasonality in these departments, Vacation Leave payouts occur at year end

I. Legal services for 7 months, so the target would be 58.3%, smooths out during the year

J. Seasonality factors into these budgets, will smooth out by year end Utility costs running below budget - we adjusted 2020 budget accordingly.

K. Minor equipment budgeted won't be purchased this year to help offset pool maintenance

L. Woog Revenues tracking on budget- 8 months recorded. Expenses lower at this point in time - there is a lot of seasonality and capital costs can spike this and then smooth out.

M. Memberships slightly down, spending is also down at this point in time

N. Library costs running below budget as of 3rd qtr but will smooth out by year end

O. Seasonal spending pattern is normal - costs will be higher in summer months More land leases in 2019 so revenues may exceed budget by year end

P. Transfers for project costs and administrative support will be recorded later in the year, Capital outlay occurs later in the year (central garage, Public Housing) Police Vehicles won't be delivered until 2020, so expenses will be under budget in 2019
Q. Sewer separation project - UP share paid and City Bond Proceeds
   Storm Water fund received State reimbursement on Flood control project 201208

R. Utility revenues are based on service delivery bills issued in Jan, Feb, Mar of 2019 are accrued back to
   the 2018 books as they are for services delivered in 2018. This is a regular & routine occurrence.
   Debt and other expenses in water fund will occur later this year. Sewer relining project of $127,000 occurred

S. HUD subsidy received, Common Bond activity recorded but their reported expenses are lagging

T. Property management costs coded to development funds, need to transfer the budget dollars there
   as well. Transfers to cover deficits will be done later this year and professional services
   is currently under budget.
**Agenda Item:** Setting the 2020 Meal and Mileage reimbursement rates

**Action to be considered:**
Adopt Resolution 2020-7 to authorize adjustment of the City’s Mileage and Meal reimbursement rates in accordance with Federal rates established by the IRS and GSA.

**Overview:**

The Internal Revenue Service periodically will adjust the mileage reimbursement rates. This mileage rate will be used to reimburse employees for eligible business miles under the Internal Revenue Service (IRS) Regulations.

Historically, the City mileage rate has been consistent with the IRS mileage rates. For 2019, the IRS set the 2019 optional standard mileage rate at 58 cents for business miles driven. The 2020 IRS rate is now set for 57.5 cents per mile for business miles drive. The practice of adjusting the mileage reimbursement rate to the IRS recommended rate is optional, however, standard throughout other public and private organizations.

The City’s Employee Travel Policy set meal reimbursement rates at the US General Services Administration (GSA) midrange meals and incidental rates that existed in 2016. The GSA midrange rates for 2020 did not change from the 2019 rates as follows: Breakfast $14, Lunch $16, Dinner $26, Incidents $5.

**Source of Funds:** NA
WHEREAS, the Internal Revenue Service periodically adjusts the business mileage reimbursement rate; and

WHEREAS, the City of South St. Paul present mileage reimbursement rate is in conformance with the Internal Revenue Service’s business mileage reimbursement rate; and

WHEREAS, the City of South St. Paul present meal reimbursement rate is in conformance with the General Services Administration’s (GSA) midrange rates; and

NOW, THEREFORE, BE IT RESOLVED: by the City Council of South St. Paul, Minnesota that the City reimburses mileage in accordance with the Internal Revenue Service Standard Mileage Reimbursement rate for 2020 of 57.5 cents per mile for business miles driven in 2019 and the GSA midrange meal rates not to exceed a total of $61 per day.

Adopted this 6th day of January, 2020.

_____________________________________________
City Clerk
AGENDA ITEM: RENTAL LICENSE REVOCATION HEARINGS FOR THE FOLLOWING PROPERTIES:

216 2ND AVE. S.
224 2ND AVE. S.
221 GRAND AVE. W. #309
131 8TH AVE. N.
337 11TH AVE. S.
448 1ST AVE. S.
227 4TH Ave. S.
1020 3RD St. S.
211 5TH AVE. S.

ACTION TO BE CONSIDERED:
Hold a license revocation hearing for each property owner and consider revoking their rental licenses

OVERVIEW:

There are at nine rental properties in South St. Paul that are the subject of this license revocation hearing. The properties are identified on the map attached as Exhibit 1. Ownership of the properties are held in title by various limited liability companies, however, there are only 3 owners.

Five of the properties are owned by David Brooks’ LLCs (identified as 1234 Properties LLC, 131 8th Ave. LLC, and 337 11th Ave. LLC), three of the properties are owned by Jon Metz’s LLCs (identified as Skyline Rentals LLC and J&J Whitetails Farms LLC), and one of the properties is owned by Jake Milden’s LLC (Twelve Thirteen Properties LLC). Metz and Milden have admitted that they have arrangements with David Brooks that can be described as a “master lease” in which Brooks leases the entire buildings from the owners and then Brooks subleases the units to his clients. It is a “hands-off” approach for Metz and Milden since any issues with the buildings or the tenants are supposed to be handled completely by Brooks or his company One Life Health Services LLC (“One Life Health”). It is important to remember that the Rental License Ordinance, City Code §106-240 states that licensees (owners) are responsible for the acts or omissions of their managers, so regardless of who is managing the property, the licensee is ultimately the responsible party.

One Life Health is a for-profit company that originally registered with the Secretary of State on October 1, 2013 and has been licensed by the Minnesota Department of Human Services (“DHS”) since January 1, 2014. Its licensure from DHS gives One Life Health the right to provide and get paid by the State for providing specific services to people with disabilities. January 1, 2014 is the first year that DHS began to license such companies for these services. One Life Health is licensed as a “Home and Community Based Services” company that can provide Basic Support Services, such as 24-hour emergency assistance and adult companion services, and In-Home Support
Services, including in-home family support, independent living skills training, semi-independent living skills and supported living services for adults (Exhibit 2). According to a representative of DHS, there are few guidelines for companies to provide these types of services, so DHS only discovers service-related deficiencies on a complaint basis.

Since being licensed in 2014, One Life Health has been the subject of many DHS investigations and has been found in violation of state law multiple times. The South St. Paul Police Department and Rental Licensing Division were aware of a large volume of calls for service to One Life Health Properties in 2016 and began the process for initiating a rental license revocation hearing against One Life Health at that time. As the City neared the completion of its investigations, DHS revoked One Life Health’s license, so City Staff halted its license revocation action with the mistaken belief that One Life Health’s services would be terminated. Ultimately, following an appeal, DHS rescinded the revocation and instead, converted One Life Health’s license to a 2-year conditional license. The conditional license is in place until May 21, 2020. Since placing One Life Health on a conditional license, DHS has issued three Correction Orders for multiple serious statutory violations, including lack of client care, poor management practices and recordkeeping, and deficient staff training (see DHS Revocation Order and Correction Orders attached as Exhibit 3).

One Life Health is currently under investigation by the Attorney General’s Office and the Dakota County Attorney’s Office, as well as being the subject of numerous maltreatment investigations. In 2016, the West St. Paul City Council revoked the rental licenses of four One Life Health properties for rental license violations for failing to adequately manage its tenants and its properties (see West St. Paul City Council Resolution 16-68 attached as Exhibit 4).

The information contained in this report has been compiled by many members of the South St. Paul Police Department, including Community Engagement Officer Derek Kruse, Rental Licensing Division Director Christy Wilcox, Code Enforcement Officer Derek Quade, Building Official Joe Heimkes, and the City Attorney’s Office. Numerous investigative hours have been exhausted in order to bring the Council this comprehensive documentation so the City Council can make a well-informed decision based on facts and evidence.

CRITERIA FOR REVOKING RENTAL LICENSES:
City Code §106-244 states that a rental license may be denied, suspended or revoked for any of the following:

1. Any reason enumerated in city code section 18-47(b) (revocation, suspension or denial of a business license) [see below].
3. Violations of subsection 106-242 (a) (code of conduct).
4. Any other violation of this article.

Focusing on violations of City Code §106-244(1), The property owners were notified that their licenses could be revoked for any of the following reasons found in City Code §18-47(b), but specifically those identified as follows:
(2) Proof of a valid state business license.
(4) The proposed use does not comply with a health, building, maintenance, or other provisions of the City Code or state law.
(8) Fraudulent statements, misrepresentations, or false statements in the application or investigation for or in the course of the applicant’s business.
(10) The licensee has conducted the licensed activity in such a manner as to constitute a breach of the peace, a menace to the health, safety and welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the Police Chief or an appropriate city official.
(12) The licensee has acted in an unauthorized manner or beyond the scope of the license granted.
(18) The applicant or licensee has been found guilty of professional misconduct, either criminally or civilly.

PROCESS OF THE HEARING

As required by City Code §18-47(d)(1), notices were sent to the three property owners regarding the license revocation hearing at least 20 days in advance of the hearing (Exhibit 5). A license hearing should be held for each owner. The City will present its evidence first, followed by the property owners. Each property owner has the right to be heard, to be represented by counsel, to present written evidence or evidence through witnesses under oath, and to confront and cross-examine any witnesses provided by the City. The Council can interject with questions at any time. The Mayor will be the presiding officer at the hearing.

At the conclusion of the hearing, the City Council must take one of the following actions:

1. Take no action on the licenses;
2. Allow the licensed activity to continue but add reasonable conditions;
3. Convert the licenses to provisional licenses with a mitigation plan;
4. Suspend the licenses; or
5. Revoke the licenses.

The decision by the Council is final. If the licenses are revoked, no new license applications will be accepted by the same owner for a period of six months.
LICENSE HEARING FOR DAVID BROOKS' PROPERTIES:
224 2nd Ave. S.
216 2nd Ave. S.
131 8th Ave. N.
337 11th Ave. S.
221 Grand Ave. W. #309

224 2nd Ave. S.
This apartment building is listed on Dakota County Property records as a Triplex (Exhibit 6). The property has been licensed by David Brooks for 3 units since at least 2015 (see license applications dated 12/17/15 and 4/15/19 attached as Exhibit 7). However, it was recently discovered that there is a fourth unit in the basement (Exhibit 8). In order to determine if the unit was livable, the City was able to gain access with consent from the tenant and conducted an inspection. The inspection was conducted on October 29, 2019 and the Building Official discovered barely livable conditions (Exhibit 9). A follow-up email from the Social Worker (not One Life Health) provided additional information on the tenant’s living conditions, which includes a leaky egress window, the only heat source of a space heater and after a year of residing in the unit, finally received a working stove. (see email dated 11/6/19 attached as Exhibit 10)

Over the last 2 years, this property has had at least 20 calls for service, including numerous mental health calls and calls for suspicious persons.

VIOLATIONS OF CITY CODE §18-47(b):

(4) The proposed use does not comply with a health, building, maintenance, or other provisions of the City Code or state law.

➢ The photos depict unsanitary living conditions.

(8) Fraudulent statements, misrepresentations, or false statements in the application or investigation for or in the course of the applicant’s business.

➢ The licensee indicated on the application that it was a 3-unit building and paid the fee for 3 units, when there are 4 units.

(10) The licensee has conducted the licensed activity in such a manner as to constitute a breach of the peace, a menace to the health, safety and welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the Police Chief or an appropriate city official.

➢ The volume of calls for service constitutes a breach of the peace, a menace to the health, safety and welfare of the public, including, without limitation, the vulnerable adults who live in the units.

216 2nd Ave. S.
This apartment building is listed on Dakota County Property records as a Triplex (Exhibit 11) and has been licensed by David Brooks for 3 units since at least 2015 (see license applications dated
12/17/15 and 6/15/19 attached as Exhibit 12). It should be noted that the 2015 application completed by Brooks checked the box as a 4-plex but only licensed it as a triplex and paid for 3 units. Upon further inspection, it was discovered that an additional unit exists, and the photos identify the fourth unit and depict unsanitary living conditions (Exhibit 13).

Over the last 2 years, this property has had at least 14 calls for service, mostly involving mental health and suspicious persons.

VIOLATIONS OF CITY CODE §18-47(b):
(4) The proposed use does not comply with a health, building, maintenance, or other provisions of the City Code or state law.

➢ The photos depict the unsanitary living conditions.

(8) Fraudulent statements, misrepresentations, or false statements in the application or investigation for or in the course of the applicant’s business.

➢ The licensee indicated on the application that it was a 3-unit building and paid the fee for 3 units, when there are 4 units.

131 8th Ave. N.
This apartment building is a Triplex (Exhibit 14) and over the last 2 years has had more than 32 calls for service involving mental health, assaults, suspicious persons, drugs, criminal sexual conduct, burglary and stalking.

VIOLATION OF CITY CODE §18-47(b):
(10) The licensee has conducted the licensed activity in such a manner as to constitute a breach of the peace, a menace to the health, safety and welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the Police Chief or an appropriate city official.

➢ The volume of calls for service constitutes a breach of the peace, a menace to the health, safety and welfare of the public, including, without limitation, the vulnerable adults who live in the units.

337 11th Ave. S.
This is a single-family home (Exhibit 15) with at least 3 units. It was recently discovered that there are building code issues in the residence that are not being corrected such as holes in the walls, a malfunctioning water heater, and flooding in the unit. (Exhibit 16) There was a recent code enforcement violation for overflowing garbage. (Exhibit 17) There have been over 30 calls for service to this property in the last 2 years, including assaults by roommates that were not allowed to reside in the unit, but the most significant of which was finding one of the tenants deceased.

VIOLATIONS OF CITY CODE §18-47(b):
(4) The proposed use does not comply with a health, building, maintenance, or other provisions of the City Code or state law.

➢ The tenant describes the property maintenance issues within her unit, which went
unrepaired by the licensee.

(10) The licensee has conducted the licensed activity in such a manner as to constitute a breach of the peace, a menace to the health, safety and welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the Police Chief or an appropriate city official.

➢ The volume of calls for service constitutes a breach of the peace, a menace to the health, safety and welfare of the public, including, without limitation, the vulnerable adults who live in the units.

221 Grand Ave. #309
This is a condo unit (Exhibit 18) with over 18 calls for service in 2 years. A recent call for service discovered severely unsanitary conditions such as garbage, dried and rotting food on the counter and debris scattered on the floor. There was garbage all over the apartment. This startling finding eventually led to the civil commitment of the tenant (Exhibit 19), as well as a criminal investigation into One Life Health for maltreatment of a vulnerable adult.

VIOLATION OF CITY CODE §18-47(b):
(4) The proposed use does not comply with a health, building, maintenance, or other provisions of the City Code or state law.

➢ The police officers described the unsanitary living conditions of the tenant.

It has been reported that One Life Health staff will inform their tenants that the tenants should not call the South St. Paul Police Department, or they will be evicted. This has been documented by the Police Department, by caseworkers, and by numerous tenants who all live in different buildings. Examples of such statements are:

“[OLH Staff] have told VA [Vulnerable Adult] she will be homeless if VA does not keep with [Staff 1] for services. VA has email from … Worker stating VA’s ILS [independent living services] services are tied to her lease.” (Exhibit 20(a))

“VA’s Case Manager will be calling One Life Health Services to ‘pause’ VA’s services for now. There is a concern of retaliation for this action as well as for this report as VA’s housing is tied to One Life providing services.” (Exhibit 20(b))

“[VA] was told not to call the police or she would be at risk of losing (sic) her housing, and being homeless, but when she calls the 24 hour number no one responds like they are supposed to. [Staff 1] also told [VA] on more than one occasion to not complain about staff or to staff about conditions in her apartment as she may be kicked out or homeless if she does.” (Exhibit 20(c))

“VA moved into apartment in Sept. 2017. When VA was moving in, [Staff 1] advised VA not to call 911 unless there was a fire… VA is scared to be evicted if VA calls 911.” (Exhibit 20(d))
“[VA1] stated that he has been told by [Staff 1] not to contact police, as well as by all other OLHS staff. [VA1] said they are told not to contact police as the landlord is concerned about getting rental violations.... [VA2] provided me with a packet of documents regarding her and OLHS. ... One document was a lease addendum that [VA2] had signed for OLHS. It stated “No police calls for non-emergency services.” (Exhibit 20(e) emphasis added)

The Lease Addendum is attached as Exhibit 20(f). It is very alarming that tenants would be warned not to call the police, especially when they are vulnerable adults and may not understand the difference between an emergency and non-emergency situation.

VIOLATIONS OF CITY CODE §18-47(b) THAT SUPPORT REVOCATION OF ALL BROOKS’ PROPERTIES:

(10) The licensee has conducted the licensed activity in such a manner as to constitute a breach of the peace, a menace to the health, safety and welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the Police Chief or an appropriate city official.

➢ It is a menace to the health, safety and welfare of the citizens to threaten vulnerable adults not to call the police.

(12) The licensee has acted in an unauthorized manner or beyond the scope of the license granted.

➢ The licensee has required its tenants to sign a crime-free lease addendum with an added clause that they should not call the police department. They continuously threaten tenants with eviction if the tenants contact the City or discontinue services. It is inappropriate and unsafe for a landlord to threaten tenants with eviction if they call 911.

(18) The applicant or licensee has been found guilty of professional misconduct, either criminally or civilly.

➢ The licensee has been found guilty of civil professional misconduct on more than one occasion by the MDH, which went so far as to revoke its license in 2017. When asked why One Life Health was converted to a 2-year conditional license when One Life Health was clearly not correcting its violations, a representative of MDH explained that MDH did not want the clients to be homeless and there were no good alternatives.

RECOMMENDATION: Make a Motion to revoke the rental licenses of 224 2nd Ave. S., 216 2nd Ave. S., 131 8th Ave. N., 337 11th Ave. S., and 221 Grand Ave. W. #309 and direct City Staff to prepare a resolution with appropriate findings of fact for consideration at the next City Council meeting. In the resolution, Tenants should be provided 90 days to vacate the units.
LICENSE HEARING FOR JON METZ PROPERTIES:

227 4th Ave. S.
448 1st Ave. S.
1020 3rd St. S.

227 4th Ave. S.
This is a triplex apartment building (Exhibit 21). While there have been 39 calls for service to this building over a 2-year period, for significant issues such as assaults, theft, drug violations, warrant arrests, disturbing the peace and mental health crisis calls, the most troubling was a call for an assault in September when the police discovered uninhabitable living conditions, including swarms of flies and gnats, junk everywhere, floors covered in garbage, kitty litter and cat feces. (see Exhibit 22)

This is not the first time this building has had issues with unlivable conditions. Another tenant experienced a similar environment when he first moved into his unit. (Exhibit 23). Due to multiple rental housing violations within the last year, the property owner has been sent 3 notices for rental violations since September 2019. (Exhibit 24) The notice of violation letter states that the Police Department is willing to work with landlords and tenants, including using the resources of a mental health coordinator and an advocate from 360 Communities. Metz has not taken advantage of these resources and has not proactively called the police department to see what he can do to resolve these issues.

VIOLATIONS OF CITY CODE §18-47(b):
(4) The proposed use does not comply with a health, building, maintenance, or other provisions of the City Code or state law.

➢ The police officers described the unsanitary living conditions of the tenant.

(10) The licensee has conducted the licensed activity in such a manner as to constitute a breach of the peace, a menace to the health, safety and welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the Police Chief or an appropriate city official.

➢ The volume of calls for service constitutes a breach of the peace, a menace to the health, safety and welfare of the public, including, without limitation, the vulnerable adults who live in the units.

448 1st Ave. S.
This property is a duplex (Exhibit 25) that has had at least 26 calls for service in the last 2 years. The calls for service involve mental health calls, drug violations, disorderly conducts, threatening neighbors, disturbing the peace and thefts. (Exhibit 26) The calls are significant and have resulted in rental license violations. Three notice letters have been issued to Metz in the last six months (Exhibit 27) yet he has failed to contact City Staff. In addition, there has been a code enforcement notice for long grass and exterior storage of junk (Exhibit 28).
VIOLATION OF CITY CODE §18-47(b):

(10) The licensee has conducted the licensed activity in such a manner as to constitute a breach of the peace, a menace to the health, safety and welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the Police Chief or an appropriate city official.

- The volume of calls for service constitutes a breach of the peace, a menace to the health, safety and welfare of the public, including, without limitation, the vulnerable adults who live in the units.

1020 3rd St. S.

This building is a 4-unit apartment building (Exhibit 29) that has had 25 calls for service in 2 years. The calls have mainly been for mental health crises, suspicious persons, and disturbing the peace. Most recently there has been a property maintenance issue with a portion of the roof above a balcony. (Exhibit 30)

VIOLATION OF CITY CODE §18-47(b):

(10) The licensee has conducted the licensed activity in such a manner as to constitute a breach of the peace, a menace to the health, safety and welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the Police Chief or an appropriate city official.

- The volume of calls for service constitutes a breach of the peace, a menace to the health, safety and welfare of the public, including, without limitation, the vulnerable adults who live in the units.

Metz owns the properties in the names of two different entities: Skyline Rentals LLC and J&J Whitetails Farms LLC, both of which have been administratively revoked by the Minnesota Secretary of State for failing to renew their certifications (Exhibit 31). They have been expired since March 9, 2018.

VIOLATION OF CITY CODE §18-47(b) THAT SUPPORTS REVOCATION OF ALL OF METZ’S RENTAL LICENSES:

(2) Proof of a valid state business license

- The Secretary of State has decertified the registrations of both of the limited liability companies that hold title to the properties, which are owned by Metz.

RECOMMENDATION: Make Motion to revoke the rental licenses of 227 4th Ave. S., 448 1st Ave. S., 1020 3rd St. S. and direct City Staff to prepare a resolution with appropriate findings of fact for consideration at the next City Council meeting. In the resolution, Tenants should be provided 90 days to vacate the units.
LICENSE HEARING FOR JAKE MILDON PROPERTY:
211 5th Ave. S

This property is a 6-unit apartment building (Exhibit 32) that has experienced more than 60 calls for service in the last 2 years. The calls are mostly mental health crisis calls, but also include 9 calls for suspicious persons, 7 calls for disturbing the peace, 4 calls for trespassing, as well as calls for drug violations and warrant arrests. Meldon admits that he has a “hands off” approach with his property, giving David Brooks complete control. (Exhibit 33)

Upon being questioned about the potential for revocation, Meldon expressed concern, but did not follow-up on any offers to assist with mitigating the calls for service or other issues with his property.

VIOLATION OF CITY CODE §18-47(b):
(10) The licensee has conducted the licensed activity in such a manner as to constitute a breach of the peace, a menace to the health, safety and welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the Police Chief or an appropriate city official.

➤ The volume of calls for service constitutes a breach of the peace, a menace to the health, safety and welfare of the public, including, without limitation, the vulnerable adults who live in the units.

RECOMMENDATION: Make a motion to revoke the rental license of 211 5th Ave. S. and direct City Staff to prepare a resolution with appropriate findings of fact for consideration at the next City Council meeting. In the resolution, Tenants should be provided 90 days to vacate the units.

It is worth emphasizing that cumulatively there have been at least 264 documented calls for service to these 9 buildings in a 2-year snapshot. That number does not capture all of the calls for all law enforcement activity and does not account for EMS or ambulance responses. That number equates to more than two calls per week for two straight years. The volume of police activity alone constitutes a breach of the peace or a disturbance of the peace or comfort of the public, specifically the neighborhood in which these properties exist.

As you know from its Dec. 3, 2019 letter, Dakota County Social Services provided guidance on how it will address the transition of residents who are connected to a Dakota County case manager (see letter attached as Exhibit 34). We anticipate that someone from Dakota County Social Services will be present during the hearings to provide additional information if needed.

SOURCE OF FUNDS:

N/A
EXHIBIT 1
EXHIBIT 2
License Details

Basic license details.
One Life Health Services LLC  License status: Conditional
5972 CAHILL AVE STE 105
Inver Grove Heights, MN 55076
Map This Location (Map will open in a new tab)

(952) 451-6897
Dakota County

License number: 1071514
License holder: One Life Health Services LLC
License Holder Entity Identification Number(s): 5183555
License status: Conditional
Type of service: Home and Community Based Services
Initial effective date: January 1, 2014
Last renewed or updated on: January 1, 2019
Next renewal due: December 31, 2019

Licensed to provide
Basic Support Services:
24-hour emergency assistance
Adult companion services

In-Home Support Services:
In-home family support
Independent living skills training
Semi-independent living skills
Supported Living Services for Adults

Restrictions: None

Satellite Locations
None

Additional information

Note: For additional information relating to providers who are licensed by an authority other than the Minnesota Department of Human Services, please...
contact the licensing authority directly. A directory of county agencies is online.

Public documents available for this license.

Licensing Actions and Maltreatment Investigation Memorandums

Documents below appear for four years from the date of posting

<table>
<thead>
<tr>
<th>Document type</th>
<th>Date issued</th>
<th>Format</th>
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<td>Maltreatment Investigative Memorandum</td>
<td>7/18/2018</td>
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<td>Final Agency Decision</td>
<td>5/21/2018</td>
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Human Services (DHS) licensing web page statement:

The information found on this web page is public information. Types of public information you will find on this website include:

- Maltreatment investigation memorandum*
- Licensing actions for license types other than family child foster care, including: conditional licenses, fines, revocations, indefinite suspensions, and temporary immediate suspensions (See the glossary of terms for an explanation of each type of licensing action.) Please note that licensing actions for family child foster care are public documents and available upon request from DHS.
- Summary of reviews and investigations for family child care**
- Decisions issued by DHS to appeals of violations cited on correction orders and conditional licenses
- Final agency decisions for licensing actions
- Correction Orders for license types other than family child care, child foster care, adult foster care, and family adult day service programs. Please note that correction orders are public documents and available upon request from DHS, the licensing county, or the licensing agency

* Maltreatment allegations involving a family child care or child foster care program are conducted by the County in which the alleged incident occurred.

**Summary of reviews and investigations for all other provider types will be added in the future.
Determinations may be subject to appeal. Not all records related to the license are included on this web page. If you view information that you believe is not public, notify DHS Licensing Division immediately by calling (651) 431-6500.

Minnesota Department of Human Services website accessibility disclaimer: The Minnesota Department of Human Services has a policy of making the information on its websites accessible to people with disabilities. Pursuant to this commitment, DHS implements the provisions of the Americans with Disabilities Act and the Minnesota Human Rights Act. If you experience any difficulty accessing the content, call (651) 431-6500 or send an electronic mail message to DHS.LicensingDivision@state.mn.us to receive the subject matter in an alternative format. Indicate the nature of your accessibility problem, your preferred format, the license number of the facility, type and date of the document and your contact information so DHS can reach you with any questions in fulfilling your request.
EXHIBIT 3
DEPARTMENT OF
HUMAN SERVICES

Office of Inspector General
Licensing Division
PO Box 64242
St. Paul, MN 55164-0242

December 1, 2017

Christine Nsajja, Authorized Agent
One Life Health Services LLC
26 Exchange Street Suite 313
Saint Paul, MN 55101

RE: License Number 1071514 (Home and Community-Based Services)
    Report Numbers 20172864, 20170320, 20172836, and 20174649

CERTIFIED MAIL

ORDER OF LICENSE REVOCATION

Dear Ms. Nsajja:

You are hereby notified that pursuant to Minnesota Statutes, section 245A.07, the Commissioner of the Department of Human Services (DHS) is revoking One Life Health Services LLC’s license to provide Home and Community Based Services (HCBS) under license number 1071514, located at 26 Exchange Street, Suite 313, Saint Paul, Minnesota.

The Order of License Revocation is based on serious licensing violations determined during a licensing review and licensing investigations conducted on June 1-2, 2017. On June 1-2, 2017, a DHS licensor determined 25 licensing violations which included, among other violations, knowingly withholding relevant information from the Commissioner, denying the Commissioner access to records, and failure to comply with background study requirements.

You have the right to appeal the license revocation. If you choose to exercise this right and you submit your appeal in a timely manner (see Section C for your appeal rights), the license revocation is stayed and will not become effective until the Commissioner issues a final order. If you do not appeal the license revocation in a timely manner, the revocation becomes effective at 6:00 p.m. on December 15, 2017, to allow time for delivery of this order and ten days for One Life Health Services LLC to inform the Commissioner whether it intends to appeal the license revocation.

If One Life Health Services LLC appeals the Order of License Revocation, see Section D of this order for requirements governing the operation of the HCBS program services pending the outcome of an appeal.

An equal opportunity and veteran-friendly employer
A. Reason for Revocation

Under Minnesota Statutes, section 245A.07, subdivisions 1 and 3, the Commissioner may revoke a license if a license holder fails to comply fully with applicable laws or rules. When applying a licensing sanction, the Commissioner shall consider the nature, chronicity, or severity of the violation of law or rule and the effect of the violation on the health, safety, or rights of persons served by the program.

Nature and Severity: During the licensing review and licensing investigation on June 1-2, 2017, a DHS licensor found 25 licensing violations. Many of the violations are serious violations which relate to the rights, health, and safety of persons receiving HCBS services. One Life Health Services LLC failed to:

- Provide the Commissioner access to the program records
- Provide coordinated service delivery for persons served by the program
- Provide program management and oversight for services provided
- Comply with staff qualifications and staff training requirements
- Comply with background study requirements
- Establish and enforce policies and procedures
- Maintain program records, including personnel, background study, and service recipient records
- Ensure the protection of service-related and protection-related rights
- Report incidents
- Provide person-centered planning and service delivery
- Develop and implement positive support strategies
- Provide services as directed in the coordinated service and support plans

Chronicity: One Life Health Services LLC has been licensed since January 1, 2014. On June 23, 2015, a DHS licensor conducted an initial compliance monitoring visit and
offered the license holder technical assistance to attain or maintain compliance with licensing requirements.

The Commissioner has considered the nature, chronicity, and severity of the licensing violations and has determined that revocation of the HCBS license is warranted.

B. Statutory Citations and License Violations

Policies, Procedures, and Practices

1. Citation: Minnesota Statutes, section 245A.04, subdivision 5.

Violation: The license holder failed to provide the Commissioner access to program records.

a. On June 1, 2017, a DHS licensor requested the service recipient record for a person served by the program (P4). The license holder stated, “[P4’s] file is with their clinician” and informed the licensor that the record would be brought to the office for the licensor’s review. The license holder failed to provide P4’s record on June 1, 2017.

On June 2, 2017, the licensor again requested P4’s record. At that time, the license holder provided a binder labeled “One Life ILS Daily Progress Reports” for the time period from November 21, 2016, through April 22, 2017. The binder did not contain P4’s record. The licensor again requested P4’s record and the license holder stated that the record was with P4’s clinician. P4’s record was not provided during the licensing review.

b. On June 1, 2017, the license holder completed a Notice of Reinspection form and listed the names of nine direct care staff, one supervisor and two staff listed as both Designated Manager and Designated Coordinator. The form completed by the license holder did not include all required information. Omitted information included when staff were hired, when staff first had supervised direct contact, when staff first had unsupervised direct contact, and when background study requests were submitted for each of the identified direct care staff. A DHS licensor requested the missing information, but it was not provide during the licensing review.
c. On June 2, 2017, a DHS licensor reviewed a document titled, “One Life ILS Daily Progress Report” and determined that there were three additional direct care staff who were identified in the report, but who were not listed on the Notice of Reinspection form (SP5, SP6, and SP7).

d. On June 2, 2017, the DHS licensor requested to see the personnel records for SP5, SP6, SP7, and other staff who provided direct contact services within the past year. The license holder provided personnel files for SP5, SP6, and SP7, but the files lacked information on the dates of hire or the dates the staff first had direct contact.

e. On June 6, 2017, the DHS licensor asked the license holder for employee hire dates, dates of first supervised and unsupervised direct contact. The license holder provided a “Hire and Training Log.” The log contained the names of 12 direct care staff, dates of hire, dates of background study submissions, and supervised training dates. The log did not contain the name or information for one of the supervisors listed on the Notice of Reinspection, and did not contain information for SP5 and SP7. On June 10, 2017, the license holder subsequently reported that SP5 was a volunteer.

The DHS licensor determined that license holder failed to give the Commissioner access to staff and personnel records of current and former staff on multiple occasions.

2. **Citation**: Minnesota Statutes, section 245A.07, subdivision 3, paragraph (a), (3).

**Violation**: The license holder knowingly withheld relevant information from or gave false or misleading information to the Commissioner during an investigation and with regards to compliance with applicable laws or rules.

a. The license holder stated, “All employees are supervised for two weeks from when they get hired before they start to work on their own.” Either the license holder’s statement was false or the program records were inaccurate.

- The license holder stated SP4’s hire date was December 3, 2016. Supervised training was documented for December 5 – 16, 2016. However, an “Incident and Emergency Report” indicated that SP4 had direct contact with persons served by the program on November 25, 2016.
The license holder stated SP1’s hire date was March 1, 2017. Supervised training was documented for March 1 - 15, 2017. However, the “One Life ILS Daily Progress Report” indicated that SP1 had direct contact with persons served by the program on February 9, 2017.

The license holder stated that SP3’s hire date was January 7, 2017. However, documentation showed that SP3 completed an application for employment on January 31, 2017, attended license holder training on December 9, 2016, and signed an Acknowledgment of Employee Policies and Procedures on January 30, 2017.

b. When the “One Life ILS Daily Progress Report” was reviewed on June 2, 2017, it contained the names of three direct care staff (SP5, SP6, and SP7) who were not listed on the Notice of Reinspection completed by the license holder on June 1, 2017. It was subsequently determined that background study requests were not submitted to DHS for SP5, SP6, and SP7.

c. The DHS licensor requested the personnel record for SP7; it was not provided.

d. SP9, who held a position of administrative authority, stated that weekly progress notes for P8 were sent to P8’s case manager. When the DHS licensor asked SP9 to provide the licensor six weeks of the progress notes, SP9 acknowledged they had not been sending them that long. SP9 was then asked to provide any progress notes that were sent to the case manager. SP9 did not provide any progress notes that were sent to P8’s case manager.

e. SP8, who held a position of administrative authority, stated that a sign posted on P6’s apartment door restricting visitors was “on there for a day.” However, information was obtained that the sign had been posted for at least three days.

3. **Citation:** Minnesota Statutes, section 245D.11, subdivisions 1 and 2.

**Violation:** The license holder did not establish written policies and procedures required by under these subdivisions.
The license holder failed to establish a policy and procedures related to use of universal precautions and sanitary practices.

The license holder failed to establish a policy and procedures for safe medication assistance and administration according to the requirements in sections 245D.05, subdivisions 1a, 2, and 5, and 245D.051. The license holder’s policy “Administration of Medications” dated January 2013 did not meet the current requirements.

The license holder failed to establish a policy and procedures related to safe transportation with provisions for handling emergency situations.

4. **Citation:** Minnesota Statutes, section 245A.65, subdivision 1.

**Violation:** The license holder’s vulnerable adult reporting policy did not include the phone number for the Minnesota Adult Abuse Reporting Center (MAARC).

5. **Citation:** Minnesota Statutes, section 245D.10, subdivisions 1, 3, and 3a.

**Violation:** The license holder failed to establish and maintain policies and procedures for temporary service suspension and for service termination. Legislative changes effective in 2016 were not included in the license holder’s temporary service suspension and service termination policy and procedures.

**Personnel**

6. **Citation:** Minnesota Statutes, section 245D.081, subdivisions 2 and 3.

**Violation:** The license holder failed to comply with program coordination, evaluation, and oversight requirements.

a. SP8 was identified as both a designated coordinator and a designated manager, but did not meet the minimum education, training and work experience for either position.

b. The license holder failed to ensure that SP8 and SP9 were competent to perform the duties of a designated coordinator when SP8 and SP9:

   • Failed to provide oversight of the license holder’s responsibilities assigned in each person’s Coordinated Service and Support Plan (CSSP) and CSSP addendum;
• Failed to take the action necessary to facilitate the accomplishment of outcomes;

• Failed to instruct and assist staff implementing the CSSP and the service outcomes, including direct observation of service delivery sufficient to assess staff competency; and

• Failed to evaluate the effectiveness of service delivery, methodologies, and progress on outcomes based on measurable and observable criteria for identifying when a desired outcome has been achieved.

c. The license holder failed to ensure that SP8 and SP9 were competent to perform the duties of a designated manager when SP8 and SP9:

• Failed to maintain a current understanding of the licensing requirements to ensure compliance through the program;

• Failed to ensure the duties of the designated coordinator were fulfilled;

• Failed to ensure the program implemented corrective action identified as necessary by the program following review of incident and emergency reports. For example: On April 7, 2017, SP9 reviewed an incident report for an April 6, 2017, incident in which SP4 shoved P11 causing P11 to fall on the floor. SP9 assessed that P11’s coordinated service and support plan (CSSP) addendum was implemented as applicable and policies and procedures were implemented as applicable. However, DHS determined that P11’s CSSP addendum was not implemented as directed and policies and procedures were neither adequate nor followed during this incident;

• Failed to evaluate the satisfaction of persons served by the program, legal representatives, and case managers;

• Failed to ensure staff competency requirements were met; and

• Failed to ensure staff orientation and training was provided.
7. **Citation:** Minnesota Statutes, section 245C.04, subdivision 1, paragraph (f).

**Violation:** For six staff persons whose records were reviewed, the license holder did not submit completed background study requests to DHS before they began positions allowing direct contact with persons served by the program (SP1, SP3, SP4, SP5, SP6, and SP7).

a. The license holder stated SP1 began a position of direct contact on March 1, 2017. However, the “One Life ILS Daily Progress Report” indicated that SP1 had direct contact on February 9, 2017. The license holder did not submit a background study to DHS for SP1 until February 28, 2017.

b. The license holder stated SP3 began a position of direct contact on January 9, 2017. The DHS licsor determined that the license holder had not submitted a background study request to DHS for SP3, and directed the license holder to immediately remove SP3 from any position allowing direct contact or access to persons served by the program. The license holder submitted a background study request to DHS for SP3 on June 12, 2017.

c. The license holder stated SP4 began a position of direct contact on December 3, 2016. However, an “Incident and Emergency Report” indicated that SP4 had direct contact on November 25, 2016. The license holder did not submit a background study request to DHS for SP4 until December 5, 2016.

d. The license holder did not provide the date that SP5 began a position of direct contact. However, the “One Life ILS Daily Progress Report” indicated that SP5 had direct contact on April 3, 2017. The license holder did not submit a background study request to DHS for SP5. On June 10, 2017, the license holder stated that SP5 was no longer providing direct contact services.

e. The license holder did not provide the date when SP6 began a position of direct contact. However, the licsor reviewed documentation that indicated that SP6 had direct contact on January 8, 2017. A background study request was not submitted to DHS for SP6 until January 9, 2017.
The "One Life ILS Daily Progress Report" indicated that SP7 had direct contact on August 23, 2016. However, the license holder did not submit a background study request to DHS for SP7 until December 5, 2016.

8. **Citation:** Minnesota Statutes, section 245C.20, subdivision 1.

**Violation:** For six staff persons whose records were reviewed, the license holder failed to document the date the program initiated background studies on the staff person in the program's personnel files (SP1, SP3, SP4, SP5, SP6, and SP7).

9. **Citation:** Minnesota Statutes, section 245D.09, subdivision 4 and 4a.

**Violation:** For four staff persons whose records were reviewed, the license holder did not provide orientation training as required (SP1, SP3, SP4, and SP6).

During the licensing review and subsequent communications, the license holder provided conflicting dates of hire and dates of first supervised and unsupervised direct contact. With the conflicting dates, it was difficult for DHS licensors to determine the accuracy of training and orientation records.

a. The license holder failed to provide required orientation training to SP1 within 60 days of hire on:

- how to complete specific job functions including responding to and reporting incidents and following safety practices established by the license holder;
- the license holder's policies and procedures;
- data privacy requirements;
- recipient rights and staff responsibilities;
- maltreatment reporting for vulnerable adults and staff responsibilities;
- the principles of person-centered service planning and delivery;
- safe and correct use of manual restraint on an emergency basis; and
- staff responsibilities related to prohibited procedures.
b. The license holder failed to provide required orientation training to SP3 within 60 days of hire on:
   
   - how to complete specific job functions including responding to and reporting incidents and following safety practices established by the license holder;
   
   - the license holder's policies and procedures, including Admission Criteria Policy, Safe Medication Assistance and Administration Policy, Safe Transportation Policy, and Universal Precautions and Sanitary Practices Policy;
   
   - recipient rights and staff responsibilities; and
   
   - the principles of person-centered service planning and delivery.

c. The license holder failed to provide required orientation training to SP4 within 60 days of hire on:
   
   - how to complete specific job functions including responding to and reporting incidents and following safety practices established by the license holder;
   
   - the license holder's policies and procedures, including Admission Criteria Policy, Safe Medication Assistance and Administration Policy, Safe Transportation Policy, and Universal Precautions and Sanitary Practices Policy;
   
   - recipient rights and staff responsibilities;
   
   - maltreatment reporting for vulnerable adults, and staff responsibilities; and
   
   - the principles of person-centered service planning and delivery.

d. The license holder failed to provide required orientation training to SP6 within 60 days of hire on:
how to complete specific job functions including responding to and reporting incidents and following safety practices established by the license holder;

- the license holder's policies and procedures, including Admission Criteria Policy, Safe Medication Assistance and Administration Policy, Safe Transportation Policy, and Universal Precautions and Sanitary Practices Policy;

- recipient rights and staff responsibilities;

- the principles of person-centered service planning and delivery; and

- basic first aid.

e. During the licensing review, the license holder could not demonstrate knowledge of service recipient rights and staff responsibilities or produce any documentation or training materials regarding service recipient rights as specified in section 245D.04. Therefore, it was determined that the license holder failed to provide orientation on service recipient rights and staff responsibilities to all staff persons.

10. **Citation:** Minnesota Statutes, section 245D.09, subdivision 7.

**Violation:** For a volunteer whose record was reviewed, the license holder failed to maintain documentation regarding orientation, training, and supervision as required (SP5).

The license holder stated that “SP5 was a volunteer who was looking to see if social services was a career path [s/he] wanted to pursue when [s/he] begins school in the fall. [S/he] was observing and we ended the volunteering about a month ago before the audit.” The license holder failed to maintain documentation that SP5 received orientation, training, and supervision necessary to fulfill SP5’s responsibilities as a volunteer who provided direct contact services to persons receiving services.

11. **Citation:** Minnesota Statutes, section 245D.09, subdivision 5.

**Violation:** For two staff persons whose records were reviewed, the license holder did not provide annual training as required (SP2 and SP7).
a. In 2016, the license holder provided four of the required 12 hours of annual training to SP2 and failed to provide SP2 with annual training in the following topic areas:

- data privacy requirements;
- the service recipient rights and staff responsibilities;
- maltreatment reporting for vulnerable adults, and staff responsibilities;
- the principles of person-centered service planning and delivery;
- the safe and correct use of manual restraint on an emergency basis; and
- staff responsibilities related to prohibited procedures.

b. In 2016, the license holder provided four of the required 12 hours of annual training to SP7 and failed to provide SP7 with annual training in the following topic areas:

- the service recipient rights and staff responsibilities; and
- the principles of person-centered service planning and delivery.

12. **Citation**: Minnesota Statutes, section 245D.095, subdivision 5.

**Violation**: For nine staff persons whose records were reviewed, the license holder failed to maintain personnel records for each staff person that documented and verified their qualifications, orientation, and training (SP1 through SP9).

a. The license holder failed to maintain personnel records that included documentation of staff qualifications, orientation, training, and performance evaluations.

b. The license holder failed to include in the personnel records the date training was completed, the number of hours per subject area, and the name of the trainer or instructor.
c. SP1 and SP3 through SP6 were hired after January 1, 2014. The license holder failed to maintain documentation in their personnel records or elsewhere that was sufficient to determine:

- the employee’s date of hire;
- the date of first direct contact with persons served by the program; and
- the date of first unsupervised direct contact with persons served by the program.

**Persons Receiving Services**

13. **Citation:** Minnesota Statutes, section 245D.10, subdivisions 1 and 3a.

**Violation:** The license holder did not enforce service termination policy and procedures.

a. On May 2, 2017, the license holder gave both a service termination notice and lease termination notice to P8 without providing P8 a reason why these actions were taken.

P8 stated that s/he was “completely shocked” when s/he received the service termination and lease termination notices on May 2, 2017, because s/he had lived there for three years and did not cause any problems, and always paid the rent on time. P8 stated that the termination notice caused him/her “massive anxiety” and the only two events that had occurred prior to receiving the notices were P8’s case manager completing P8’s evaluation and P8 asked to have the carpet replaced with linoleum.

SP8, SP9, and SP10 each provided information that P8 struggled with depression and anxiety. SP10, a direct care support staff, stated that s/he did not know why P8’s lease and services were terminated and that P8 was a model service recipient who had no issues. SP10 stated that after P8 received the notices, P8’s anxiety was “kind of a little high.” Both SP8 and SP9, each with administrative authority, stated that the reason for giving the lease termination and service termination notices to P8 was because of conflict SP8 had with P8’s case manager. SP8 and SP9
each acknowledged that if they were in P8’s situation they would have experienced anxiety.

On May 22, 2017, P8 received notices that his/her lease and 245D services were reinstated. P8 stated things had “absolutely not” returned to normal for him/her due to his/her high anxiety and that s/he was not given any explanation why any of this occurred. P8 stated that s/he had half of his/her belongings packed when s/he received the reinstatement notices and that s/he had not unpacked his/her belongings because s/he did not know if the license holder would terminate his/her lease and services again.

P8’s case manager believed that the service termination was issued as a result of the case manager reducing services that the license holder provided to P8. The case manager stated that P8 had fragile mental health issues and was talking suicide following the termination notices. The case manager stated that it was awful to think about moving P8 when his/her anxiety is “over the roof” and P8 was on a “roller coaster of emotions” and then all of a sudden P8 doesn’t have to move. The case manager stated, “I do not think it is right and to put someone through that turmoil emotionally.”

b. When the license holder issued written service termination notices to P8, the license holder failed to follow the program’s written policy and issued the service termination notice without cause. Additionally the license holder failed to take action prior to the service termination notices to eliminate the need for such action and failed to provide adequate notice. Specifically:

1) The license holder failed to limit service terminations to situations in which:

   • the termination was necessary for the person’s welfare and the person’s needs could not be met;

   • the safety of the person or others in the program was endangered and positive support strategies were attempted and did not achieve and effective maintained safety for the person or others;
• the health of the person or others in the program would have otherwise been endangered;
• the program had not been paid for services;
• the program ceased to operate; or
• the person had been terminated by the lead agency from waiver eligibility.

2) The license holder failed to take the following actions to minimize or eliminate the need for service termination:

• consultation with the person’s support team or expanded support team to identify and resolve issues leading to issuance of the notice; and

• a request to the case manager for intervention services or other professional consultation or intervention services to support the person in the program.

3) The license holder failed to include the following in the written notices of service termination:

• the reason for the termination;

• a summary of actions taken to minimize or eliminate the need for service termination;

• the person’s right to appeal the termination of services; and

• the person’s right to seek a temporary order staying the termination of services.

14. Citation: Minnesota Statutes, section 245A.04, subdivision 13.

Violation: License holders and program staff must not purchase personal items from a person served by the program. During an interview on June 2, 2017, SP9 stated that the license holder purchased a washing machine from P12.
15. **Citation:** Minnesota Statutes, section 245D.11, subdivisions 1 and 2.

**Violation:** The license holder did not enforce their written policies and procedures for incident response and reporting as required in these subdivisions.

a. The license holder failed to complete an Incident Report for an Incident that occurred on December 16, 2016, involving P9.

b. On April 6, 2017, an incident occurred between SP4 and P11. During the incident SP4 “shoved” P11 causing P11 to lose his/her balance and fall to the floor. The Incident and Emergency Report stated that P11’s coordinated service and support plan (CSSP) addendum was implemented correctly, that policies and procedures were implemented correctly, and that the corrective action needed was to have P11 removed from the site to receive substance abuse treatment.

DHS determined that P11’s CSSP Addendum was not implemented correctly, policies and procedures were not implemented correctly, and the corrective action that the program determined was not adequate to prevent the same or similar incident in the future.

16. **Citation:** Minnesota Statutes, section 245D.04.

**Violation:** On June 1, 2017, the license holder was asked to produce a copy of the service-related rights and protection-related rights given to persons at service orientation and annually thereafter. The license holder provided a copy of a “Tennesen Notice.” The license holder was asked a second time and provided a copy of a form titled, “Policy Orientation Receipt.”

a. The license holder provided copies of the “Policy Orientation Receipt” for P1, P2, P3, and P5, P6, P7, and P8 to demonstrate compliance with the requirement to provide a written notice identifying service-related and protection-related rights. However, compliance with this section could not be determined because the license holder failed to demonstrate required information was provided to these persons. Providing DHS with a Tennesen Notice when asked about chapter 245D service recipient rights demonstrated that the license holder did not understand the requirements of this section and the license holder’s responsibility to ensure the exercise and protection of service recipient rights.
b. The license holder failed to ensure the exercise and protection of the service-related right to receive services from an individual who is competent and trained, who has professional certification or licensure, as required, and who met additional qualifications identified in each person's coordinated service and support plan or coordinated service and support plan addendum.

c. The license holder failed to ensure the exercise and protection of P8's service-related right to know conditions and terms governing the provision of services, including the license holder's admission criteria and policies and procedures related to temporary service suspension and service termination.

P8 was terminated from services and given a lease termination notice. The license holder did not ensure the exercise and protection of P8's rights during the termination because the program failed to follow service termination requirements in section 245D.10. SP8 stated in an interview that services and leases were terminated because of SP8's conflict with P8's case manager.

d. The license holder failed to ensure the exercise and protection of P8's service-related right to a coordinated transfer to ensure continuity of care when there will be a change in provider. The license holder failed to ensure continuity of care for P8 when their services were terminated without cause or proper written notice.

e. The license holder failed to ensure the exercise and protection of P11's protection-related right to be treated with courtesy and respect and receive respectful treatment of the person's property. According to daily progress notes, on April 6, 2017, during a behavioral incident involving SP4 and P11, "SP4 shoved P11 back, causing P11 to lose balance and fall to the ground."

f. The license holder failed to ensure the exercise and protection of P6's protection-related right to associate with other persons of the person's choice. On May 1, 2017, the license holder posted a sign on the exterior of P6's apartment building, as well as on P6's apartment door that read "Dear residents, please be advised that there are no visitors allowed on this property moving forward due to numerous complaints and vandalism that has occurred on the property. If you have any questions please contact management. Thank you."
17. **Citation:** Minnesota Statutes, section 245A.65, subdivision 2, paragraph (b).

**Violation:** For six individuals whose records were reviewed, the license holder did not meet the requirements for an individual abuse prevention plan (IAPP) (P1, P2, P5, P6, P7, and P8).

a. The license holder failed to include a statement of measures to be taken to minimize the risk of P1 physically abusing other vulnerable adults. The license holder was aware of P1’s history of committing a violent crime or act of physical aggression but failed to address this vulnerability in the IAPP.

b. The license holder failed to include a statement of measures that would be taken to minimize the risk of abuse to P5 when the individual assessment indicated the need for measures in the areas of sexual abuse and physical abuse.

c. The license holder failed to include a statement of measures that would be taken to minimize the risk of abuse to P7 when the individual assessment indicated the need for measures in the area of financial exploitation. Additionally, the license holder failed to review P7’s IAPP annually in 2016 and 2017.

d. The license holder failed to review the IAPPs annually for P2, P6, and P8 in 2016 and 2017.

18. **Citation:** Minnesota Statutes, section 245D.06, subdivision 1, paragraphs (b) and (g).

**Violation:** For two persons whose records were reviewed, the license holder did not report incidents as required (P9 and P10).

a. An incident involving P9 occurred on December 16, 2016, and the license holder failed to report the incident to P9’s case manager and designated emergency contact within 24 hours of the incident.

b. An incident involving P10 occurred June 12, 2016, and the license holder failed to report the incident to P10’s designated emergency contact within 24 hours of the incident.

19. **Citation:** Minnesota Statutes, section 245D.07, subdivisions 2 and 3.
Violation: For six persons whose records were reviewed, the license holder did not meet service planning and delivery requirements and reporting requirements for basic support services (P1, P2, P3, P5, P6, and P7).

a. The license holder failed to review the coordinated service and support plan (CSSP) addendum for P1, P2, P3, P5, P6, and P7 within 60 calendar days of service initiation.

b. The CSSP addendum for P2 dated June 29, 2015, required annual progress reports. The license holder failed to provide annual progress reports to P2’s support team or expanded support team.

c. The CSSP addendum for P3 dated November 20, 2016, required quarterly progress reports. The license holder failed to provide quarterly progress reports to P3’s support team or expanded support team.

d. The CSSP addendum for P7 dated March 10, 2014, required annual progress reports. The license holder failed to provide annual progress reports to P7’s support team or expanded support team.

e. The CSSP addendum for P6 required quarterly service planning and support team meetings and quarterly progress reports. The license holder failed to participate in quarterly service planning and support team meetings. The license holder also failed to provide quarterly progress reports to P6’s support team or expanded support team.

20. Citation: Minnesota Rules, part 9544.0030, subpart 1.

Violation: For seven persons whose records were reviewed, the license holder did not meet the requirements of positive support strategies as identified (P1, P2, P3, P5, P6, P7, and P8).

The license holder failed to develop and implement positive support strategies when providing services to P1, P2, P3, and P5, P6, P7, and P8. Positive support strategies were not incorporated in writing to existing treatment, service, or individual plans.

21. Citation: Minnesota Statues, section 245D.07, subdivision 1a.

Violation: For one person whose record was reviewed, the license holder failed to meet the requirements for providing person-centered planning and service
delivery (P8). By unexpectedly giving P8 a service termination notice for a reason other than that allowed in section 245D.10, subdivision 3a, the license holder failed to:

- provide services in a manner that supported P8’s preferences, needs, accomplishments of P8’s goals and service outcomes;

- identify and support what was important to P8 as well as what was important for P8, including his/her preferences for when, how, and by whom direct support service is provided;

- respect P8’s history and dignity; and

- affirm and protect P8’s civil and legal rights.

22. Citation: Minnesota Statutes, section 245A.65, subdivision 1.

Violation: For one person whose record was reviewed, the license holder did not orient the person to their written policies and procedures related to suspected or alleged maltreatment of vulnerable adults (P3).

P3 was admitted to the program on October 11, 2016. The license holder failed to provide P3 an orientation to the internal and external reporting procedures of alleged or suspected maltreatment of vulnerable adults within 24 hours of admission. A “Policy Orientation Receipt” form was signed by P3 and P3’s case manager on November 9, 2016.

23. Citation: Minnesota Statutes, section 245D.095, subdivision 3.

Violation: For four persons whose records were reviewed, the license holder did not maintain documentation in the service recipient record as required (P1 through P4).

a. For P1, the license holder failed to maintain a signed admission form that included the name, address and phone number of P1’s primary emergency contact, and the address of P1’s case manager.

b. For P2, the license holder failed to maintain a signed admission form that included the following information:
• P2's identifying information; name, date of birth, address and telephone number;

• the name, address and telephone number of P2's primary emergency contact;

• the name, address and telephone number of P2's case manager; and

• the name, address and telephone number of P2's family member or others as identified by P2 or the case manager.

c. For P3, the license holder failed to maintain a signed admission form that included the following information:

• P3's identifying information; address and telephone number;

• the address of P3's primary emergency contact;

• the address of P3's case manager; and

• the address and telephone number of P3's family member or others as identified by P3 or the case manager.

d. For P4, the license holder failed to maintain a record of current services provided to P4. A DHS licensor requested P4's record on June 1, 2017. The license holder stated "P4's file is with their clinician." P4's record was requested again on June 2, 2017. The license holder provided "One Life ILS Daily Progress Reports" from November 21, 2016 through April 22, 2017. However, the "One Life ILS Daily Progress Reports" did not contain the following required information:

• an admission form signed by P4 that included identifying information, including P4's name, date of birth, address, and telephone number;

• the name, address, and telephone number of P4's legal representative, if any and a primary emergency contact, the case manager, and family members or others as identified by P4 or case manager;
service information, including service initiation information, verification of P4’s eligibility for services, documentation verifying that services have been provided as identified in the coordinated service and support plan or coordinated service and support plan addendum, and date of admission or readmission;

- P4’s current coordinated service and support plan or that portion of the plan assigned to the license holder;

- copies of the individual abuse prevention plan;

- a record of other service providers serving P4 when P4’s coordinated service and support plan or coordinated service and support plan addendum identified the need for coordination between the service providers, that included a contact person and telephone numbers, services being provided, and names of staff responsible for coordination;

- documentation of orientation to service recipient rights according to section 245D.04, subdivision 1, and maltreatment reporting policies and procedures according to section 245A.65, subdivision 1, paragraph (c); and

- copies of written reports regarding P4’s status, and reports received from other agencies involved in providing services or care to the person.

24. **Citation:** Minnesota Statutes, section 245D.10, subdivision 4.

**Violation:** For one person whose records were reviewed, the license holder did not inform the person and case manager of the policies and procedures affecting a person’s rights under section 245D.04 and did not provide copies of those policies and procedures within five working days of service initiation as required (P3).

Services for P3 were initiated on October 11, 2016. The license holder failed to inform P3 and P3’s case manager of the policies and procedures affecting a person’s rights under section 245D.04 and failed to provide copies of those policies and procedures within five working days of service initiation. The license holder provided these policies on November 9, 2016.
25. **Citation:** Minnesota Rules, part 9544.0080, subpart 1 and Minnesota Statutes, section 245D.10, subdivision 4.

**Violation:** For two persons whose records were reviewed, the license holder did not provide notice of the license holder’s policy on the emergency use of manual restraint as required (P6 and P8).

P6 and P8 were receiving services prior to the establishment of an emergency use of manual restraint policy; however, once the policy was established, the license holder failed to provide notice to P6 and P8 of the license holder’s policy.

C. **APPEAL RIGHTS**

If you wish to appeal the license revocation, you have the right to request a contested case hearing under Minnesota Statutes, chapter 14 and Minnesota Rules, parts 1400.8505 to 1400.8612. If you choose to exercise this right, your request must be made in writing by certified mail or personal service. If mailed, the appeal must be postmarked and sent to the Commissioner within 10 calendar days after you receive this order. If a request is made by personal service, it must be received by the Commissioner within 10 calendar days after you receive this order. Your request for a contested case hearing must be sent to:

Commissioner, Department of Human Services  
c/o Office of Inspector General, Licensing Division  
ATTN: Legal Unit  
PO Box 64242  
St. Paul, MN 55164-0242

You do not need a lawyer to request an appeal and can request the appeal on your own. However, a lawyer can help you with your appeal. The state or county will not get you a lawyer and will not pay for a lawyer. If you cannot afford a lawyer, you may be able to get free legal advice or help with your appeal. To find out if free help is available, contact: Volunteer Lawyers Network at 612-752-6677; Central Minnesota Legal Services at 612-332-8151; Southern Minnesota Legal Services at 652-222-4731; or go to www.justice4mn.org to find a local legal services program that may be able to help you. You can also find information on contested cases from the Office of Administrative Hearings website at https://mn.gov/oah/self-help. Click on Administrative Law Overview, then click on Administrative Law Contested Case Hearing Guide for a list of frequently asked questions.
D. OPERATION OF THE PROGRAM PENDING THE OUTCOME OF THE APPEAL

A timely appeal will stay the Order of License Revocation, and thus would allow continued operation of the program pending the outcome of an appeal before an administrative law judge. If One Life Health Services LLS continues to operate under this section, One Life Health Services must comply with the following requirements:

- Immediately correct the licensing violations cited in this order and, within 15 days of receipt of this order, submit written documentation to your licensor detailing how compliance has been achieved and how compliance will be maintained in the future.

- Operate the program in full compliance with all licensing requirements set forth in Minnesota Statutes and Rules. DHS will not approve any request to add additional services to your HCBS license while you operate pending the outcome of an appeal. If the Commissioner identifies one or more subsequent violations of statute or rule which may adversely affect the health or safety of persons served by the program, the Commissioner may issue an Order of Temporary Immediate Suspension of One Life Health Services LLC’s license.

- Provide all persons and their legal representatives, if any, with written notification that One Life Health Services LLC has appealed the Order of License Revocation. The notice must be provided within five days of your request for an appeal. The notice must state that One Life Health Services LLC has appealed an Order of License revocation dated December 1, 2017, and it must include either a copy of this Order of License Revocation or an offer to provide a copy of this order upon request. Within five days after you provide written notification to all persons and legal representatives, if any, submit a copy of the notice to your licensor with a list of all the parties to whom it was provided.

- Provide a copy of the written notification and a copy of this Order of License Revocation to all persons and legal representatives, if any, who seek to receive services from you while you operate pending the outcome of the appeal.

The Licensing Division will continue to monitor your program and will conduct unannounced site visits to ensure on-going compliance with all licensing requirements set forth in Minnesota Statutes and Rules. If any violations are determined while you operate under appeal, the Department will take whatever additional licensing actions it deems necessary including but not limited to an Order of Temporary Immediate Suspension of your HCBS license.
E. SUBMISSIONS

Submission required under Section D must be sent to your licensor, Elliott Rankin, within the required timelines at:

   Elliott Rankin, HCBS Unit, Department of Human Services
   Office of Inspector General, Licensing Division
   PO Box 64242
   St. Paul, MN 55164-0242

If you have any questions regarding the license revocation, please contact Christala Culhane, HCBS Unit Supervisor, at (651) 431-6541.

Sincerely,

[Signature]

Jill Slaikeu, HCBS Unit Manager
Office of Inspector General - Licensing Division
DEPARTMENT OF HUMAN SERVICES

NOTICE: This Amended Noncompliance with an Order of Revocation
While Operating the Program Pending the Outcome of the Appeal
supersedes an Order dated February 13, 2018, which must be destroyed.
This Order corrects a report number that was incorrectly identified in the
original Order. The correct report number is 20173020. This Order also
extends the deadline for submissions to March 4, 2018. The original
Identification Key dated December 1, 2017 still applies.

Date Issued: February 13, 2018

Date Reissued: February 14, 2018

Christine Nsajja, Authorized Agent

One Life Health Services LLC

26 Exchange Street Suite 313

Saint Paul, MN 55101

RE: License Number 1071514 (Home and Community-Based Services)

Report Numbers 20172864, 20173020, 20172836, and 20174649

CERTIFIED MAIL

NONCOMPLIANCE WITH AN ORDER OF REVOCATION
WHILE OPERATING THE PROGRAM PENDING
THE OUTCOME OF THE APPEAL

Dear Ms. Nsajja:

This order serves as notice that One Life Health Services LLC is still not
in compliance for the continued operation of the program pending the
outcome of the appeal as directed in the Order of Revocation. You have
until March 4, 2018 to submit additional information to achieve
compliance. If you miss the deadline, or remain not in compliance after
this date, the Commissioner of the Department of Human Services could

immediately suspend your license to provide Home and Community-Based Services under the provisions of Minnesota Statutes, chapter 245D.

Minnesota Statutes, section 245A.07 SANCTIONS

Subd. 2. Temporary immediate suspension. (a) The commissioner shall act immediately to temporarily suspend a license if:

(1) the license holder's actions or failure to comply with applicable law or rule, or the actions of other individuals or conditions in the program, pose an imminent risk of harm to the health, safety, or rights of persons served by the program; or

(2) while the program continues to operate pending an appeal of an order of revocation, the commissioner identifies one or more subsequent violations of law or rule which may adversely affect the health or safety of persons served by the program.

(b) No state funds shall be made available or be expended by any agency or department of state, county, or municipal government for use by a license holder regulated under this chapter while a license is under immediate suspension. A notice stating the reasons for the immediate suspension and informing the license holder of the right to an expedited hearing under chapter 14 and Minnesota Rules, parts 1400.8505 to 1400.8612, must be delivered by personal service to the address shown on the application or the last known address of the license holder. The license holder may appeal an order immediately suspending a license. The appeal of an order immediately suspending a license must be made in writing by certified mail or personal service. If mailed, the appeal must be postmarked and sent to the commissioner within five calendar days after the license holder receives notice that the license has been immediately suspended. If a request is made by personal service, it must be received by the commissioner within five calendar days after the license holder received the order. A license holder and any controlling individual shall discontinue operation of the program upon receipt of the commissioner's order to immediately suspend the license.

A. BACKGROUND

On December 1, 2017, an Order of License Revocation was issued to One Life Health Services LLC, located at 26 Exchange Street, Suite 313, Saint Paul, Minnesota. The Order of License Revocation stated
that if One Life Health Services LLC continued to operate the
program pending the outcome of an appeal, One Life Health
Services had to comply with the following requirements:

1. Immediately correct the licensing violations cited in this order
and, within 15 days of receipt of this order, submit written
documentation to your licensor detailing how compliance has
been achieved and how compliance will be maintained in the
future.

2. Operate the program in full compliance with all licensing
requirements set forth in Minnesota Statutes and Rules. DHS will
not approve any request to add additional services to your HCBS
license while you operate pending the outcome of an appeal. If
the Commissioner identifies one or more subsequent violations
of statute or rule which may adversely affect the health or safety
of persons served by the program, the Commissioner may issue
an Order of Temporary Immediate Suspension of One Life
Health Services LLC’s license.

3. Provide all persons and their legal representatives, if any, with
written notification that One Life Health Services LLC has
appealed the Order of License Revocation. The notice must be
provided within five days of your request for an appeal. The
notice must state that One Life Health Services LLC has
appealed an Order of License revocation dated December 1,
2017, and it must include either a copy of this Order of License
Revocation or an offer to provide a copy of this order upon
request. Within five days after you provide written notification to
all persons and legal representatives, if any, submit a copy of the
notice to your licensor with a list of all the parties to whom it
was provided.

4. Provide a copy of the written notification and a copy of this
Order of License Revocation to all persons and legal
representatives, if any, who seek to receive services from you
while you operate pending the outcome of the appeal.

**B. REASON FOR THE NOTICE OF NONCOMPLIANCE**

On December 15, 2017, DHS received submissions from you
addressing the licensing requirements listed above as items 1 through
4. The submissions were reviewed to determine if you should
continue to operate pending the outcome of your appeal.

- For item 3, you submitted a copy of the notice provided to all
  persons and legal representatives regarding your appeal of the
  Order of Licensed Revocation. You also submitted a list of all
  parties who received the notice. You fully met the requirements
  as ordered by DHS for item 3.
• For item 4, you submitted information sufficient to demonstrate that you will notify all persons and legal representatives who seek services from you. You fully met the requirements as ordered by DHS for item 4.

• For item 2 you were ordered to operate your program in full compliance with Minnesota Statutes and Rules. Because item 1 (see below) was not meet, you are not operating your program in full compliance. You did not meet the requirements as ordered by DHS for item 2.

• For item 1, you were ordered to immediately correct the 25 violations cited in the Order of License Revocation and submit documentation detailing how compliance had been achieved and would be maintained in the future.

  o For citations 1, 2, 7 – 14, 17, 18 - 20, 23, and 25, you submitted documentation sufficient to determine that compliance had been achieved and would be maintained in the future.

  o For citations 3, 4, 5, 16, 19, 22, and 24 the documentation you submitted on December 15, 2017 was insufficient to determine if compliance had been achieved. On December 20, 2017, DHS requested additional information about these citations and your submissions were received on January 16, 2018. The additional submissions were sufficient to determine that compliance had been achieved.

  o For citations 6 and 15 the documentation you submitted on December 15 was insufficient to determine if compliance had been achieved. On December 20, 2017, DHS requested additional information about these citations and your submissions were received on January 16, 2018. The additional information has been reviewed and DHS has determined that your submissions did not demonstrate how compliance was achieved and/or would be maintained in the future. Therefore, you did not meet the requirements as ordered by DHS for item 1. Please note that you also submitted additional materials that were not ordered or required. This information has not been reviewed and is not addressed in this order.

C. AREAS OF CONTINUED NON-COMPLIANCE

   Citation 6: Minnesota Statutes, section 245D.081, subdivisions 2 and 3.
Violation: The license holder failed to comply with program coordination, evaluation, and oversight requirements.

License Holder Response: On December 15, 2017, DHS received a written statement indicating that SP9 and a newly appointed designated coordinator meet the required educational requirements and that SP9 as a designated manager and designated coordinator was re-trained on their duties under chapter 245D. The license holder also indicated that SP8 does not perform the duties of either position.

DHS Response: On December 20, 2017, DHS requested that the qualifications for the newly appointed designated coordinator be submitted.

License Holder Response: On January 16, 2018, DHS received documentation of the designated coordinator’s qualifications.

DHS Response: The submitted information was reviewed by DHS. Regarding the newly appointed designated coordinator, it was determined that they met the designated coordinator qualifications for educational and work experience as required under subdivision 2.

Regarding SP9, it was determined that SP9 failed to take corrective action for citation 15. SP9 failed to perform their responsibilities as a designated manager under subdivision 3, including:

• maintaining a current understanding of licensing requirements sufficient to ensure compliance throughout the program; and

• ensuring corrective action is taken when ordered by the Commission and that the terms and conditions of the license and any variances are met.

Citation 15: Minnesota Statutes, section 245D.11, subdivisions 1 and 2.

Violation: The license holder did not enforce their written policies and procedures for incident response and reporting as required in these subdivisions.

License Holder Response: On December 15, 2017, DHS received a written statement indicating that One Life Health reviewed with staff the importance of following each person’s coordinated service and support plan (CSSP) and CSSP addendum and the requirements of mandated reporting to ensure future compliance.

DHS Response: On December 20, 2017, DHS notified the license holder that reviewing the person’s plan and mandated
reporting requirements did not address this citation. DHS instructed the license holder to submit a plan that specifically related to how they would enforce the requirements for incident response and reporting.

License Holder Response: On January 16, 2018, DHS received a copy of the license holder’s “Responding to and Reporting Incidents” policy.

DHS Response: It was determined that the license holder failed to submit written documentation detailing how compliance had been achieved and how compliance would be maintained in the future for incident response and reporting. Submission of a policy failed to demonstrate corrective action regarding the violation. At the time of the licensing review the license holder had developed sufficient policies and procedures for incident response and reporting. As explained at the time of the licensing review, in the Order of Revocation, and on December 20, 2017, this citation concerns the license holder’s failure to enforce their written policies and procedures for incident response and reporting.

D. CORRECTIVE ACTION ORDERED

Within 10 days of receiving this order, you must appoint an individual other than SP9 who is qualified and competent to perform the duties of the designated manager under section 245D.081, subdivision 3. You must submit written documentation detailing who that person is, how that person qualifies for the role, and contact information for that person.

Within 15 days of receiving this order, the newly appointed Designated Manager for One Life Health Services LLC must contact their DHS licensor to demonstrate an understanding of the following:

- The Designated Manager’s role and responsibilities, including:
  - Maintaining a current understanding of licensing requirements sufficient to ensure compliance throughout the program as identified in section 245A.04, subdivision 1, paragraph € and as identified in section 256B.04, subdivision 21, paragraph (b);
  - Ensuring the duties of the designated coordinator are fulfilled according to requirements in 245D.081, subdivision 2;
  - Ensuring the program implements corrective action identified as necessary by the program following review
of incident and emergency reports according to the requirements in section 245D.11, subdivision 2, clause 7. An internal review of incident reports of alleged or suspected maltreatment must be conducted according to the requirements in section 245A.65, subdivision 1, paragraph (b);

- Evaluation of satisfaction of persons served by the program, the person's legal representative, if any, and the case manager, with the service delivery and progress towards accomplishing outcomes identified in sections 245D.07 and 245D.071;

- Ensuring and protecting each person's rights as identified in section 245D.04;

- Ensuring staff competency requirements are met according to the requirements in section 245D.09, subdivision 3;

- Ensuring staff orientation and training is provided according to the requirements in section 245D.09, subdivisions 4, 4a, and 5;

- Ensuring that corrective action is taken when ordered by the Commissioner and that the terms and conditions of the license and any variance are met; and

- Evaluating the information identified in the responsibilities noted above to develop, document, and implement ongoing program improvements.

- The Designated Manager's understanding of the Order of Revocation and the license holder's appeal of this order, including the 25 citations identified in the Order of Revocation and the license holder's response to those citations. Specifically, the Designated Manager must demonstrate an understanding of the following:

  - Requirements related to enforcing written policies and procedures related to incident response and reporting as described in citation 15;

  - Requirements related to providing orientation to persons receiving services to service and protection related rights, and the protection of those rights;

  - Requirements related orientation to the license holder's vulnerable adult maltreatment policy for persons served; and
Requirements related to maintaining, implementing, enforcing, and notifying applicable parties of policies and procedures.

Submissions required as part of a corrective action ordered must be sent to your Licensor at:

Commissioner, Department of Human Services
ATTN: Elliott Rankin
Licensing Division
PO Box 64242
St. Paul, MN 55164-0242

If you have any questions regarding this response to your Order of Revocation, please contact your licensor, Elliott Rankin, as soon as possible, at (651) 431-6540.

Sincerely,

Jill Slaikeu, HCBS Unit Manager
Office of Inspector General - Licensing Division

cc: Joelle Groshek

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DEPARTMENT OF HUMAN SERVICES

PUBLIC

Statement of Final Agency Decision After Appeal

License Holder: One Life Health Services, LLC

License Number: 1071514

Program Type: HCBS

Date of Licensing Action: December 1, 2017

Licensing Action Taken: Revocation

Action appealed and settlement agreement signed by Commissioner on: May 21, 2018

Disqualification rescinded; conditional license imposed; license holder operating under terms of settlement agreement

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August 28, 2018

Christine Nsajja, Authorized Agent
One Life Health Services LLC
5972 Cahill Avenue #105
Inver Grove Heights, Minnesota 55076
License Number: 1071514 (245D - HCBS)

CORRECTION ORDER

Dear Ms. Nsajja:

On August 8, 2018, a licensing review of One Life Health Services LLC, located at 5972 Cahill Avenue #105, Inver Grove Heights, Minnesota 55076, was conducted to determine compliance with state and federal laws and rules governing the provision of home and community-based services to persons with disabilities and age 65 and older under Minnesota Statutes, Chapter 245D. As a result of this licensing review a Correction Order is being issued.

A. Reason for Correction Order

Pursuant to Minnesota Statutes, section 245A.06, if the Commissioner of the Department of Human Services (DHS) finds that the license holder has failed to comply with an applicable law or rule and this failure does not imminently endanger the health, safety, or rights of the persons served by the program, the Commissioner may issue a Correction Order to the license holder.

The following violation(s) of state or federal laws and rules were determined as a result of the licensing review. Corrective action for each violation is required by Minnesota Statutes, section 245A.06 and is hereby ordered by the Commissioner of Human Services.

1. Citation: Minnesota Statutes, section 245A.65, subdivision 2, paragraph (b).

Violation: For two of six persons whose records were reviewed (P1 and P3), the license holder did not meet the requirements for an individual abuse prevention plan (IAPP) as required.
The license holder failed to develop an IAPP for P1 as part of the initial individual program plan. Services were initiated for P1 on May 7, 2018, however the IAPP was not completed until June 26, 2018. Additionally, the license holder failed to include the individualized assessments in the IAPP as required under section 626.557, subdivision 14 that were consistent with information in P1’s record.

b. The license holder failed to develop an IAPP for P3 as part of the initial individual program plan. Services were initiated for P3 on July 2, 2018, however the IAPP was not completed until July 16, 2018.

**Corrective Action Ordered**: Within 10 days of receiving this order, you develop an IAPP for P1, with P1 and P1’s team according to requirements. On an ongoing basis, you must maintain compliance as required in this subdivision.

2. **Citation**: Minnesota Statutes, section 245D.10, subdivision 4.

**Violation**: For two persons whose records were reviewed (P1 and P3), the license holder did not inform the case manager of the policies and procedures affecting a person’s rights under section 245D.04 and provide copies of those policies and procedures within five working days of service initiation as required.

a. P1’s services were initiated on May 7, 2018. The license holder failed to inform P1’s case manager of the policies and procedures affecting a person’s rights under section 245D.04 and provide copies of those policies and procedures within five working days of service initiation.

b. P3’s services were initiated on July 2, 2018. The license holder provided P1’s case manager copies of the policies and procedures affecting P3’s rights on July 23, 2018. The license holder failed to provide copies of those policies and procedures within five working days of service initiation.

**Corrective Action Ordered**: Within 30 days of receiving this order, you must inform P1’s case manager of the policies and procedures affecting a person’s rights under section 245D.04, and provide copies of those policies and procedures. On an ongoing basis, you must maintain compliance as required in this subdivision.

3. **Citation**: Minnesota Statutes, section 24D.07, subdivision 2.

**Violation**: For one person whose record was reviewed (P1), the license holder did not meet service planning requirements for basic support services as required.

P1’s services were initiated on May 7, 2018. The license holder failed to develop a preliminary Coordinated Service and Support
Corrective Action Ordered: On an ongoing basis, you must maintain compliance as required in this subdivision.

4. Citation: Minnesota Statutes, section 245D.09, subdivision 4.

Violation: For one of ten staff persons whose records were reviewed (SP1), the license holder did not provide orientation training as required.

SP1 was hired on June 4, 2018, the license holder failed to provide the following orientation training within 60 days of hire:

- the principles of person-centered service planning and delivery as identified in section 245D.07, subdivision 1a, and how they apply to direct support service provided by the staff person; and

- basic first aid.

Additionally, the license holder stated that P1 was provided orientation to all of the license holder’s current policies and procedures as required. However, documentation was reviewed that indicated that the license holder also provided training to P1 on the following policies and procedures that were not current:

- safe transportation policy; and

- prohibition on drug and alcohol use policy

Corrective Action Ordered: Within 30 days of receiving this order, you must provide SP1 with the above-mentioned training. You must also discontinue training on outdated policies and procedures ensure that all staff are provided orientation training to the most current policies and procedures within 60 days of hire. On an ongoing basis, you must provide orientation training as required in this subdivision.

5. Citation: Minnesota Statutes, section 245D.09, subdivision 4a.

Violation: For one staff person whose record was reviewed (SP7), the license holder did not provide orientation to individual service recipient needs as required.

On June 11, 2018, SP7 had unsupervised direct contact with a P1. The license holder failed to provide P7 with orientation to P1’s individual service recipient needs.

Corrective Action Ordered: On an ongoing basis, you must provide orientation training as required in this subdivision.

B. Recommendations

The following recommendations are not requirements of Minnesota Rules or laws governing your service or facility. These recommendations are provided to call your attention to areas where your facility is in minimum
compliance with the requirements of rules or laws, but it would be advisable to strengthen your efforts in these areas.

Failure to follow these recommendations will not result in a fine or action against your license at this time. However, should failure to follow recommendations result in a violation of rules or laws at a future date, you will be cited for noncompliance and may be subject to fines or action against your license.


The license holder must ensure the exercise and protection of the person's rights to have personal, financial, service, health, and medical information kept private, and be advised of disclosure of this information by the license holder.

Following an incident that occurred on April 15, 2018, between a person receiving services and another tenant in the persons apartment complex, the license holder informed tenants of the apartment complex that there are vulnerable adults in the building, requested that the tenants be respectful of the other clients in the building and not to physically touch any of the clients at all.

Recommendation: It is recommended that you retrain staff on data privacy and service recipient rights to ensure the exercise and protection of people served in your program rights to have personal, financial, service, health, and medical information kept private.

If you fail to correct the violations specified in the Correction Order within the prescribed time lines the Commissioner may issue an Order of Conditional License or may impose a fine and order other licensing sanctions pursuant to Minnesota Statutes, sections 245A.06 and 245A.07.

Submissions required as part of a corrective action ordered must be sent to your Licensor at:

Commissioner, Department of Human Services

ATTN: Elliott Rankin

Licensing Division

PO Box 64242

St. Paul, MN 55164-0242

C. Right to Request Reconsideration

If you believe any of the citations are in error, you have the right to request that the Commissioner of Human Services reconsider the parts of the Correction Order that you believe to be in error. The request for reconsideration must be in writing and received by the Commissioner within 20 calendar days after receipt of this report. Your request for reconsideration must be sent to:
Commissioner, Department of Human Services

ATTN: Legal Unit
Licensing Division
PO Box 64242
St. Paul, MN 55164-0242

Please note that a request for reconsideration does not stay any provisions or requirements of the Correction Order. The Commissioner's disposition of a request for reconsideration is final and not subject to appeal under Minnesota Statutes, chapter 14.

If you have any questions regarding this Correction Order, please contact me as soon as possible.

Elliott Rankin, Human Services Licensor
Licensing Division
Office of Inspector General
651-431-6540

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March 21, 2019
Christine Nsajja, Authorized Agent
One Life Health Services LLC
5972 Cahill Avenue #105
Inver Grove Heights, Minnesota 55076
License Number: 1071514 (245D - HCBS)

CORRECTION ORDER

Dear Ms. Nsajja:

On February 14 and 15, 2019, a licensing review of One Life Health Services LLC, located at 5972 Cahill Avenue #105, Inver Grove Heights, Minnesota 55076, was conducted to determine compliance with state and federal laws and rules governing the provision of home and community-based services to persons with disabilities and age 65 and older under Minnesota Statutes, Chapter 245D. As a result of this licensing review a Correction Order is being issued.

A. Reason for Correction Order

Pursuant to Minnesota Statutes, section 245A.06, if the Commissioner of the Department of Human Services (DHS) finds that the license holder has failed to comply with an applicable law or rule and this failure does not imminently endanger the health, safety, or rights of the persons served by the program, the Commissioner may issue a Correction Order to the license holder.

The following violation(s) of state or federal laws and rules were determined as a result of the licensing review. Corrective action for each violation is required by Minnesota Statutes, section 245A.06 and is hereby ordered by the Commissioner of Human Services.

1. **Citation:** Minnesota Statutes, section 245A.65, subdivision 2, paragraph (b).

   **Violation:** For two of nine persons whose records were reviewed (P5 and P9), the license holder did not meet the requirements for an individual abuse prevention plan (IAPP) as required.
he license reviewed the IAPP for P5 in December 2017; however, the holder failed to review P5's IAPP annually thereafter.

The license holder revised P9's IAPP in September 2018, however, the license holder failed to review and evaluate the IAPP as part of a review of the program or service plan with P9 and P9's interdisciplinary team as required.

**Corrective Action Ordered:** Within 30 days of receiving this order, you must review the IAPP with the interdisciplinary team for P5 and P9 if not already completed. You must also maintain documentation that corrective action has been taken; additional onsite monitoring will occur. On an ongoing basis, you must maintain compliance as required in this subdivision.

**Repeat Violation:** In an Order of License Revocation that DHS issued on December 1, 2017, and in a Correction Order that DHS issued on August 28, 2018, you were previously found in violation of this same Statute.

2. **Citation:** Minnesota Statutes, section 245D.06, subdivision 1.

**Violation:** For two persons whose records were reviewed (P2 and P8), the license holder did not report an incident as defined in section 245D.02, subdivision 11, as required.

   a. For an incident involving P2 that was dated September 24, 2018, the license holder failed to report the serious injury within 24 hours of serious injury, or receipt of information that the serious injury occurred, to the Department of Human Services Licensing Division and the Ombudsman for Mental Health and Developmental Disabilities, as required under sections 245.91 and 245.94, subdivision 2a.

   b. The license holder failed to report the death of a P8 that occurred on November 10, 2018 within 24 hours of the death, or receipt of information that the death occurred, to the Department of Human Services Licensing Division and the Ombudsman for Mental Health and Developmental Disabilities, as required under sections 245.91 and 245.94, subdivision 2a. Additionally, the license holder failed to conduct an internal review of the death that included an evaluation of whether:

      · the policies and procedures were adequate;

      · there is a need for additional staff training;

      · the reported event is similar to past events with the persons or the services involved; and

      · there is a need for corrective action by the license holder to protect the health and safety of persons receiving services.

**Corrective Action Ordered:** Within 30 days of receiving this order, you must conduct an internal review of the death of P8 as required. You must also maintain documentation that corrective action has been taken;
additional onsite monitoring will occur. On an ongoing basis, you must respond to, report, and review incidents as required in this subdivision.

**Repeat Violation:** In an Order of License Revocation that DHS issued on December 1, 2017, you were previously found in violation of this same Statute.

3. **Citation:** Minnesota Statutes, section 245D.07, subdivisions 2 and 3.

**Violation:** For three persons whose records were reviewed (P3 through P5), the license holder did not meet the basic service planning requirements.

a. P3’s services were initiated on October 4, 2018. Although the license holder reviewed P3’s preliminary coordinated service and support plan (CSSP) addendum on December 20, 2018, the license holder failed to complete this review within 60 calendar days of service initiation.

b. P4’s services were initiated on October 17, 2018. The license holder failed to review and revise as needed the preliminary coordinated service and support plan addendum to document the services that will be provided including how, when, and by whom services will be provided, and the person responsible for overseeing the delivery and coordination of services within 60 calendar days of service initiation.

c. P5’s Coordinated Service and Support Plan required progress reports every six months or a “monthly email” with updates to be sent to P5’s case manager. The license holder failed to provide progress reports every six months or monthly email updates.

**Corrective Action Ordered:** Within 30 days of receiving this order, you must review P4’s CSSP Addendum as required. Additionally, you must provide progress reports or monthly updates to P5’s case manager as required in P5’s CSSP. You must also maintain documentation that corrective action has been taken; additional onsite monitoring will occur. On an ongoing basis, you must maintain compliance as required in this subdivision.

**Repeat Violation:** In an Order of License Revocation that DHS issued on December 1, 2017, and in a Correction Order that DHS issued on August 28, 2018, you were previously found in violation of this same Statute.

4. **Citation:** Minnesota Statutes, section 245D.10, subdivision 4.

**Violation:** For one person whose record was reviewed (P3), the license holder did not inform the person’s case manager of the policies and procedures affecting a person’s rights under section 245D.04 and provide copies of those policies and procedures within five working days of service initiation as required.

P3’s services were initiated on October 4, 2018. The license holder failed to inform P3’s case manager of the policies and procedures
Corrective Action Ordered: Within 30 days of receiving this order, you must inform P3’s case manager of the policies and procedures affecting a person’s rights under section 245D.04, and provide copies of those policies and procedures. You must also maintain documentation that corrective action has been taken; additional onsite monitoring will occur. On an ongoing basis, you must maintain compliance as required in this subdivision.

Repeat Violation: In an Order of License Revocation that DHS issued on December 1, 2017, and in a Correction Order that DHS issued on August 28, 2018, you were previously found in violation of this same Statute 5. Citation: Minnesota Statutes, section 245D.09, subdivision 4.

Violation: For one staff person whose record was reviewed, (SP1), the license holder did not provide orientation training as required.

On August 28, 2018, the license holder was ordered to take corrective action to provide SP1 with orientation training on:

- the principles of person-centered service planning and delivery as identified in section 245D.07, subdivision 1a, and how they apply to direct support service provided by the staff person; and

- basic first aid.

Subsequent review of SP1’s record on February 14, 2019 showed that the license holder failed to provide the training that was ordered.

Corrective Action Ordered: Within 10 days of receiving this order, you must provide SP1 with the orientation training as stated above. You must submit information to your licensor demonstrating that the training has occurred. On an ongoing basis, you must provide orientation training as required in this subdivision.

Repeat Violation: In an Order of License Revocation that DHS issued on December 1, 2017, and in a Correction Order that DHS issued on August 28, 2018, you were previously found in violation of this same Statute

6. Citation: Minnesota Statutes, section 245D.09, subdivision 4a.

Violation: For two of five staff persons whose records were reviewed (SP1 and SP2), the license holder did not provide orientation to individual service recipient needs as required.

a. The license holder failed to provide training to SP1 on P9’s Individual Abuse Prevention Plan after the plan was revised in September 2018.
On December 26, 2018, SP2 had unscheduled direct contact with P6. The license holder failed to provide orientation to P6 needs to SP2 before that date. This training was provided on December 31, 2018.

Corrective Action Ordered: Immediately, you must provide SP1 training on P9’s revised Individual Abuse Prevention Plan. You must also maintain documentation that corrective action has been taken; additional onsite monitoring will occur. On an ongoing basis, you must provide orientation training as required in this subdivision.

Repeat Violation: In an Order of License Revocation that DHS issued on December 1, 2017, and in a Correction Order that DHS issued on August 28, 2018, you were previously found in violation of this same Statute

7. Citation: Minnesota statutes, section 245D.09, subdivision 5.

Violation: For one staff person whose record was reviewed (SP4), the license holder did not provide annual training as required.

The license holder failed to provide basic first aid training to SP4 annually as required. This training was last provided in March 2017.

Corrective Action Ordered: Within 30 days of receiving this order, you must provide SP4 the above mentioned training. You must also maintain documentation that corrective action has been taken; additional onsite monitoring will occur. On an ongoing basis, you must provide all staff persons annual training as required in this subdivision.

Repeat Violation: In an Order of License Revocation that DHS issued on December 1, 2017, you were previously found in violation of this same Statute.

8. Citation: Minnesota Statutes, section 245D.095, subdivision 2.

Violation: The license holder did not maintain an admission and discharge register as required.

The license holder failed to keep a written or electronic register, listing in chronological order the dates and names of all persons served by the program who have been admitted, discharged, or transferred, including service terminations initiated by the license holder and deaths. A review of the license holder’s admission and discharge register indicated that several individuals who previously received services from the license holder were not listed.

Corrective Action Ordered: Within 30 days of receiving this order, you must review the admission and discharge register and update with all current and previously served individuals. You must also maintain documentation that corrective action has been taken; additional onsite monitoring will occur. On an ongoing basis, you must maintain an admission and discharge register as required in this subdivision.

9. Citation: Minnesota Statutes, section 245D.095, subdivision 2.
License Holder did not maintain record of current services provided to each person on the premises where the services were provided or coordinated as required.

The license holder failed to maintain P1 through P9’s “daily logs” for December 2018 through February 2019 where the services were provided or coordinated. The license holder stated that the “daily logs” were temporarily at a location that was not under the license holder’s control for review. As a result, the records were not accessible for review on February 14, 2019. A licensor returned to the license holder’s office the following day to review records.

Corrective Action Ordered: Within 30 days of receiving this order, you must ensure that all service recipient records are maintained on the premises where the services are provided or coordinated as required. On an ongoing basis, you must maintain an admission and discharge register as required in this subdivision.

10. Citation: Minnesota Statutes, section 245D.081, subdivisions 1 and 3.

Violation: The license holder did not ensure that the designated manager (SP6), provided program management and oversight as required.

The license holder failed to ensure that the designated manager (SP6) fulfilled his/her responsibility for ensuring that corrective action was taken when ordered by the commissioner and that the terms and conditions of the license are met. See citation number 9 and repeat violations under citations 1 through 7.

Corrective Action Ordered: On an ongoing basis, you must maintain compliance as required in these subdivisions.

B. Recommendations

The following recommendations are not requirements of Minnesota Rules or laws governing your service or facility. These recommendations are provided to call your attention to areas where your facility is in minimum compliance with the requirements of rules or laws, but it would be advisable to strengthen your efforts in these areas.

Failure to follow these recommendations will not result in a fine or action against your license at this time. However, should failure to follow recommendations result in a violation of rules or laws at a future date, you will be cited for noncompliance and may be subject to fines or action against your license.

1. Area of Minimal Compliance: Minnesota Statutes, section 245D.081.

The license holder is responsible for coordination of service delivery and evaluation for each person served by the program as identified in subdivision 2 and program management and oversight that includes evaluation of the program quality and program improvement for services provided by the license holder as identified in subdivision 3. The same person may perform the functions in paragraph (a) if the work and education qualifications are met in subdivisions 2 and 3.
P6 was designated by the license holder to perform the functions of a Designated Coordinator and Designated Manager as identified in subdivisions 2 and 3. SP6 is qualified and competent to perform the duties as required under subdivision 2 and subdivision 3.

Recommendation: Due to the volume of duties assigned and the size of the program, it is recommended that you divide the duties assigned to the Designated Coordinator and Designated Manager across more than one staff person to assist with maintaining compliance with applicable rules and statutes.

If you fail to correct the violations specified in the Correction Order within the prescribed time lines the Commissioner may issue an Order of Conditional License or may impose a fine and order other licensing sanctions pursuant to Minnesota Statutes, sections 245A.06 and 245A.07.

Submissions required as part of a corrective action ordered must be sent to your Licensor at:

Commissioner, Department of Human Services
ATTN: Elliott Rankin
Licensing Division
PO Box 64242
St. Paul, MN 55164-0242

C. Right to Request Reconsideration

If you believe any of the citations are in error, you have the right to request that the Commissioner of Human Services reconsider the parts of the Correction Order that you believe to be in error. The request for reconsideration must be in writing and received by the Commissioner within 20 calendar days after receipt of this report. Your request for reconsideration must be sent to:

Commissioner, Department of Human Services
ATTN: Legal Unit
Licensing Division
PO Box 64242
St. Paul, MN 55164-0242

Please note that a request for reconsideration does not stay any provisions or requirements of the Correction Order. The Commissioner’s disposition of a request for reconsideration is final and not subject to appeal under Minnesota Statutes, chapter 14.

If you have any questions regarding this Correction Order, please contact Elliott Rankin, HCBS Licensor, at 651-431-6540.
Sincerely,

Jill Slaikeu, Home and Community Based Services Unit Manager
Licensing Division
Office of Inspector General

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DEPARTMENT OF HUMAN SERVICES

September 13, 2019

Christine Nsajja, Authorized Agent

One Life Health Services LLC

5972 Cahill Avenue #105

Inver Grove Heights, Minnesota 55076

License Number: 1071514 (245D - HCBS)

Complaint Report Number: 201905905

Complaint Report Number: 201905284

CORRECTION ORDER

Dear Ms. Nsajja:

On August 15, 2019, a licensing review and investigation of One Life Health Services LLC, located at 5972 Cahill Avenue #105, Inver Grove Heights, Minnesota 55076, was conducted to determine compliance with state and federal laws and rules governing the provision of home and community-based services to persons with disabilities and age 65 and older under Minnesota Statutes, Chapter 245D. As a result of this licensing review and investigation, a Correction Order is being issued.

A. Reason for Correction Order

Pursuant to Minnesota Statutes, section 245A.06, if the Commissioner of the Department of Human Services (DHS) finds that the license holder has failed to comply with an applicable law or rule and this failure does not imminently endanger the health, safety, or rights of the persons served by the program, the Commissioner may issue a Correction Order to the license holder.

The following violation(s) of state or federal laws and rules were determined as a result of the licensing review. Corrective action for each violation is required by Minnesota Statutes, section 245A.06 and is hereby ordered by the Commissioner of Human Services.

1. Citation: Minnesota Statutes, section 245D.081, subdivisions 1 and 3.
Violation: The license holder did not ensure that a designated coordinator (SP6) and a designated manager (SP6) provided program coordination and evaluation as required.

a. The license holder failed to ensure that the designated coordinator (SP6), provided coordination of service delivery and evaluation for each person served by the program. See citations 2 through 9 for the designated coordinator’s failure to provide supervision, support, and evaluation of activities including:

· oversight of the license holder's responsibilities assigned in the person's coordinated service and support plan and the coordinated service and support plan addendum; and

· instruction and assistance to direct support staff implementing the coordinated service and support plan and the service outcomes, including direct observation of service delivery sufficient to assess staff competency.

b. The license holder failed to ensure that the designated manager (SP6) provided program management and oversight of the services provided by the license holder. See citations 1 through 11 for the designated manager’s failure to:

· maintain a current understanding of the licensing requirements sufficient to ensure compliance throughout the program as identified in section 245A.04, subdivision 1, paragraph (e), and when applicable, as identified in section 256B.04, subdivision 21, paragraph (b);

· ensure the duties of the designated coordinator are fulfilled according to the requirements in subdivision 2;

· ensure the program implements corrective action identified as necessary by the program following review of incident and emergency reports according to the requirements in section 245D.11, subdivision 2, clause (7);

  o Based on the results of an internal review completed in February 2019, SP6 determined that corrective action was necessary to prevent future lapses in performance by staff or the license holder. SP6 determined that all direct care staff were to receive 1 hour of training on incident response, reporting and review. SP6 failed to provide this training to staff subsequent to the internal review.

· ensure staff competency requirements are met according to the requirements in section 245D.09, subdivision 3, and ensure staff orientation and training is provided according to the requirements in section 245D.09, subdivisions 4, 4a, and 5;

· ensure corrective action is taken when ordered by the commissioner and that the terms and conditions of the
license and any variances are met; and

- SP6 failed to take corrective action for citations number 3, 4, and 6 as ordered in a Correction Order issued by DHS on March 21, 2019. Additionally, see repeat violations under citations number 1 through 3, 7 through 9, and 11.

- Evaluate the information identified in clauses (1) to (6) to develop, document, and implement ongoing program improvements.

Corrective Action Ordered: Within 30 days of receiving this order, you must:

- distribute the duties assigned to the Designated Coordinator and Designated Manager across more than one designated staff person to ensure compliance with applicable rules and or statutes is maintained. The newly designated staff person must be qualified and competent to complete the duties as assigned;

- develop, document, and implement a corrective action plan to ensure that the Designated Coordinator and Designated Manager fulfill their responsibilities as required; and

- submit, to your licensor, the name, qualifications, and contact information for the newly designated staff person, as well as your written corrective action plan.

Repeat Violation: In an Order of License Revocation that DHS issued on December 1, 2017, and in a Correction Order that DHS issued on March 21, 2019 you were previously found in violation of this same Statute.

2. Citation: Minnesota Statutes, section 245A.65, subdivision 2, paragraph (b).

Violation: For one person whose record was reviewed (P1), the license holder did not meet the requirements for an individual abuse prevention plan (IAPP) as required.

The license holder failed to review the IAPP for P1 annually. P1’s IAPP was review in December 2017 and March 2019.

Corrective Action Ordered: On an ongoing basis, you must maintain compliance as required in this subdivision.

Repeat Violation: In an Order of License Revocation that DHS issued on December 1, 2017, and in Correction Orders that DHS issued on August 28, 2018 and March 21, 2019 you were previously found in violation of this same Statute.

3. Citation: Minnesota Statutes, section 245D.04.

Violation: For four persons whose records were reviewed (P1, P5, P9, and P16), the license holder did not meet the requirements for service recipient rights.
a. The license holder failed to provide P1 a written notice that identified the service recipient rights and an explanation of those rights annually. P1 was provided a written notice in December 2017 and March 2019.

b. The license holder failed to provide P5 a written notice that identified the service recipient rights and an explanation of those rights annually in 2019. P5 was provided a written notice in June 2018.

c. The license holder failed to provide P9 a written notice that identified the service recipient rights and an explanation of those rights annually in 2019. P9 was provided a written notice in May 2018.

d. P16, who received Independent Living Skills (ILS) and 24 hour emergency assistance services, resided and received services in a setting where the license holder was the owner or lessor. The license holder failed to ensure the protection of P16's protection-related rights to:

- a setting that is clean and free from accumulation of dirt, grease, garbage, peeling paint, mold, vermin, and insects; and

- a setting that is free from hazards that threaten the person's health or safety.

Law enforcement officers responded to P16's residence on July 19 and July 26, 2019. During a licensing investigation, it was determined through information obtained from law enforcement obtained during those visits, that P16's living environment was "unlivable" due to unsanitary conditions and hazards that threatened P16's health or safety including a stovetop that was left on, accumulations of dirt, garbage, and rotting food.

Corrective Action Ordered: Within 15 days of receiving this order, you must:

- evaluate, with each person who resides and receives services in a setting where the license holder is the owner, lessor, or tenant, the conditions of each person's living environment, and whether each person's protection-related rights according to paragraph (b) are protected;

- document the results of these evaluations and develop, document and implement a corrective action plan in coordination with each person and their interdisciplinary team to ensure the exercise and protection of all persons' protection-related rights; and

- submit to your licensor, a list of all service recipients who reside and receive services in a setting where the license holder is the owner, lessor, or tenant including the individual evaluations and corrective action plans as ordered above.
Within 30 days of receiving this order, you must provide P1 and P9 and their legal representatives, and P5, a written notice that identified the service recipient rights and an explanation of those rights. On an ongoing basis, you must maintain compliance as required in this subdivision.

**Repeat Violation:** In an Order of License Revocation that DHS issued on December 1, 2017, you were previously found in violation of this same Statute.

**4. Citation:** Minnesota Statutes, section 245D.05, subdivision 1 paragraph (b).

**Violation:** For one person whose record was reviewed (P16), the license holder did not maintain documentation of how the persons’ health needs would be met as required.

The license holder was assigned the responsibility of meeting P16’s health serviced needs. The license holder failed to maintain documentation on how P16’s health needs will be met, including as applicable, a description of the procedures the license holder will follow in order to:

- provide medication assistance, or administration according to this chapter. Unlicensed staff responsible for medication setup or medication administration under this section must complete training according to section 245D.09, subdivision 4a, paragraph (d);

- monitor health conditions according to written instructions from a licensed health professional; and

- assist with or coordinate medical, dental, and other health service appointments.

**Corrective Action Ordered:** P16 no longer receives services from the license holder. On an ongoing basis, you must maintain compliance as required in this subdivision.

**5. Citation:** Minnesota Statutes, section 245D.05, subdivision 2 paragraphs (b) and (e).

**Violation:** For one person whose record was reviewed (P16), the license holder did not implement medication administration procedures as required.

According to P16’s Coordinated Services and Support Plan (CSSP), P16 required assistance with medication management including a caregiver to “administer the medications by handing them to him/her, at the correct time, with the correct dosage, and observing him/her take them,” due to P16’s history of refusing to take his/her psychotropic medications which in the past resulted in hospitalization and civil commitment. The license holder had a practice of assisting P16 with his/her medications that was not consistent with the requirements for medication assistance or administration. According to P16’s Coordinated Services and Support Plan Addendum (CSSPA), the license holder stored P16’s
medications in a lockbox at the "2nd Ave breakroom," which was not located in the same building in which P16 resided. A staff person drove P16 to the "2nd Ave breakroom" so that P16 could take his/her medications. P16 did not have access to his/her medications without a staff person present.

The license holder failed to obtain a written authorization from P16 to administer medication or treatment. The license holder also failed to maintain a medication administration record including:

- the information on the current prescription label or the prescriber's current written or electronically recorded order or prescription that includes the person's name, description of the medication or treatment to be provided, and the frequency and other information needed to safely and correctly administer the medication or treatment to ensure effectiveness;

- information on any risks or other side effects that are reasonable to expect, and any contraindications to its use. This information must be readily available to all staff administering the medication;

- the possible consequences if the medication or treatment is not taken or administered as directed;

- instruction on when and to whom to report the following:
  
  - if a dose of medication is not administered or treatment is not performed as prescribed, whether by error by the staff or the person or by refusal by the person; and
  
  - the occurrence of possible adverse reactions to the medication or treatment;

- notation of any occurrence of a dose of medication not being administered or treatment not performed as prescribed, whether by error by the staff or the person or by refusal by the person, or of adverse reactions, and when and to whom the report was made; and

- notation of when a medication or treatment is started, administered, changed, or discontinued.

**Corrective Action Ordered:** P16 no longer receives services from the license holder. If you are assigned the responsibility of medication administration for any person in the future, you must contact your licensor. On an ongoing basis you must implement medication administration procedures as required in this subdivision. You must also review the medication administration record at least every three months as required in subdivision 4.

**6. Citation:** Minnesota Statutes, section 245D.051, subdivision 1, paragraph (b).
Violation: For one person whose record was reviewed (P16), the license holder did not develop, implement, and maintain documentation regarding psychotropic medications as required.

P16 was prescribed multiple psychotropic medications. The license holder failed to develop and maintain documentation that included a description of the target symptoms that each psychotropic medication was to alleviate.

Corrective Action Ordered: P16 no longer receives services from the license holder. On an ongoing basis, you must maintain compliance as required in this subdivision.

7. Citation: Minnesota Statutes, section 245D.06, subdivision 1, paragraph (b).

Violation: For two persons whose records were reviewed (P1 and P3), the license holder did not report incidents, as defined in section 245D.02, subdivision 11, as required.

a. The license holder failed to report an incident involving P1 on July 30, 2019 as required.

b. The license holder failed to report an incident involving P3 on June 19, 2019 as required.

Corrective Action Ordered: On an ongoing basis, you must maintain compliance as required in this subdivision.

Repeat Violation: In an Order of License Revocation that DHS issued on December 1, 2017, and in a Correction Order that DHS issued on March 21, 2019 you were previously found in violation of this same Statute.

8. Citation: Minnesota Statutes, section 245D.07, subdivision 3.

Violation: For one person whose record was reviewed (P1), the license holder did not provide written reports as required.

The license holder failed to provide quarterly reports for P1 as requested in the CSSP addendums

Corrective Action Ordered: Within 30 days of receiving this order, you must provide a quarterly report to P1 and P1’s team as required. On an ongoing basis, you must maintain compliance as required in this subdivision.

Repeat Violation: In an Order of License Revocation that DHS issued on December 1, 2017, and in a Correction Order that DHS issued on March 21, 2019 you were previously found in violation of this same Statute.

9. Citation: Minnesota Statutes, 245D.11, subdivision 1.

Violation: For two persons whose records were reviewed (P1 and P3), the license holder did not enforce a written policy and procedure related to the response, reporting, and review of incidents.
a. For an incident involving P1 on July 30, 2019, the license holder failed to complete an incident report according to the requirements in 245D.11, subdivision 2, paragraph (7).

b. For an incident involving P3 on June 19, 2019, the license holder failed to complete an incident report according to the requirements in 245D.11, subdivision 2, paragraph (7).

**Corrective Action Ordered:** On an ongoing basis, you must establish, enforce, and maintain policies and procedures as required in this section.

**Repeat Violation:** In an Order of License Revocation that DHS issued on December 1, 2017, you were previously found in violation of this same Statute.

10. **Citation:** Minnesota Rules, part 9544.0090, subpart 1.

**Violation:** For two of six staff persons whose records were reviewed (SP1 and SP2), the license holder did not provide a minimum of eight hours of core training as required in this subpart.

The license holder failed to ensure that SP1 and SP2 completed a minimum of eight hours of core training in the required topics from qualified individuals prior to assuming the responsibility of implementing or monitoring positive support strategies. The license holder documented that SP1 completed the "Positive Support Rule 8 hour core training," requirements in 1.5 hours on February 21, 2019 and SP2 completed the "Positive Support Rule 8 hour core training," requirements in 1 hour on June 10, 2019.

**Corrective Action Ordered:** Within 30 days of receiving this order, you must ensure that SP1 and SP2 receive a minimum of eight hours of core training as required in this subpart. You must maintain documentation that this training occurred.

11. **Citation:** Minnesota Statutes, section 245D.09, subdivision 4a.

**Violation:** For one staff person whose record was reviewed (SP1), the license holder did not provide orientation to individual service recipient needs as required.

On August 8, 2019, SP1 had unsupervised direct contact with a person served by the program. The license holder failed to provide orientation to the individual service recipient needs to SP1 before that date. This training was provided on August 9, 2019.

**Corrective Action Ordered:** On an ongoing basis, you must provide orientation training as required in this subdivision.

**Repeat Violation:** In an Order of License Revocation that DHS issued on December 1, 2017, and in Correction Orders that DHS issued on August 28, 2018 and March 21, 2019 you were previously found in violation of this same Statute.
If you fail to correct the violations specified in the Correction Order within the prescribed time lines the Commissioner may issue an Order of Conditional License or may impose a fine and order other licensing sanctions pursuant to Minnesota Statutes, sections 245A.06 and 245A.07.

Submissions required as part of a corrective action ordered must be sent to your Licensor at:

Commissioner, Department of Human Services
ATTN: Elliott Rankin
Licensing Division
PO Box 64242
St. Paul, MN 55164-0242

B. Right to Request Reconsideration

If you believe any of the citations are in error, you have the right to request that the Commissioner of Human Services reconsider the parts of the Correction Order that you believe to be in error. The request for reconsideration must be in writing and received by the Commissioner within 20 calendar days after receipt of this report. Your request for reconsideration must be sent to:

Commissioner, Department of Human Services
ATTN: Legal Unit
Licensing Division
PO Box 64242
St. Paul, MN 55164-0242

Please note that a request for reconsideration does not stay any provisions or requirements of the Correction Order. The Commissioner's disposition of a request for reconsideration is final and not subject to appeal under Minnesota Statutes, chapter 14.

If you have any questions regarding this Correction Order, please contact me as soon as possible.

Elliott Rankin, Human Services Licensor
Licensing Division
Office of Inspector General
651-431-6540

PO Box 64242 • Saint Paul, Minnesota • 55164-0242 • An Equal Opportunity and
EXHIBIT 4
On Motion of Bellowes Seconded by Vitelli

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 16-68

RESOLUTION REVOKING RENTAL LICENSES OF 1234 PROPERTIES L.L.C. AT
218 ANNAPOLiS St. W., 966 S. ROBERT ST. UNiT #208 AND
976 S. ROBERT ST. UNiTS #103 AND #105

WHEREAS, 1234 Properties L.L.C. (the “Owner”) owns a licensed 5-unit rental apartment
located at 218 Annapolis St. W. (purchased on 9/19/14) and three licensed condominium units
located at:

- 976 South Robert Street Unit 105 (purchased on 5/12/15)
- 976 South Robert Street Unit 103 (purchased on 5/13/15)
- 966 South Robert Street Unit 208 (purchased on 8/19/15)

(collectively the “Property” or “Properties”); and

WHEREAS, it was discovered on or about August 26, 2015 that the Owner had purchased
the three units at 966/976 Robert St. and that he was renting all three units without rental licenses;
and

WHEREAS, on August 28, 2015, the City issued an Administrative Citation for renting the
Properties without rental licenses and required the Owner to apply for and obtain rental licenses;
and

WHEREAS, on January 25, 2016, the City Council held a hearing and considered the
licenses under the ownership of 1234 Properties L.L.C., during which the City presented its
evidence and the Owner was given an opportunity to be heard; and

WHEREAS, following the hearing, after considering all evidence presented, the Council
converted the license at 218 Annapolis St. W. to a Provisional License and approved the three
applications for units at 966/976 Robert St. as Provisional Licenses and adopted an appropriate
mitigation plan contained in Resolution 16-14; and

WHEREAS, the Council is concerned about the Owner’s ability to own, operate and
manage its rental properties based on the volume of calls for service in the short period of time for
which it has owned the Properties, the lack of training and level of expertise of the on-site manager
and other on-call staff, record-keeping issues with leases and all occupants being listed on leases,
evictions being performed correctly, claims that tenants do not call police for fear of being evicted,
relocating tenants between its West St. Paul and South St. Paul facilities, allowing occupancy of an
illegal unit at 218 Annapolis St. W., and other issues that affect the health, safety and welfare of the public; and

WHEREAS, on July 1, 2016, the Owner was notified that a hearing would be held before the West St. Paul City Council on July 25, 2016 to discuss all of its rental licenses, at which time the Council may revoke or suspend the licenses; and

WHEREAS, at the July 25, 2016 West St. Paul City Council meeting, a hearing was held, during which the City presented its evidence and the Owner and Owner's representative were given an opportunity to be heard; and

WHEREAS, following the testimony and evidence presented, the Council moved to REVOKE the licenses for the rental units mentioned above located at 218 Annapolis St. W. and 966 and 976 S. Robert St., West St. Paul all owned by 1234 Properties L.L.C.; and

WHEREAS, the Council hereby makes the following Findings of Fact to support its motion to revoke the license:

FINDINGS OF FACT

1. The Council hereby incorporates the memo from the Assistant Community Development Director Ben Boike and City Attorney Kori Land and the supporting documentation into these findings of fact.

2. The Owner has violated the mitigation plan by not providing an on-site housing manager who is not a client receiving services. The Owner hired an existing tenant to act as a caretaker or security guard. The caretaker admitted he was not trained to address issues related to dealing with vulnerable adults. (Exhibit Y) Within a few months of the mitigation plan being adopted, the caretaker was fired for an alleged violation of his lease. (Exhibit F) The on-call counselor is not responsive to the tenants or to the caretaker. (Exhibit Y) In addition, the counselor was involved in a fifth-degree assault with a former tenant, who is a vulnerable adult. Even though the report was not substantiated, the former tenant exhibited signs of an assault, including a split lip and the on-call counselor admitted that three was an altercation. (Exhibits Y and AA)

3. The Owner has violated the mitigation plan by not obtaining signed leases from all of the occupants. The caretaker admits that he did not sign a lease with the Owner. (Exhibit Y) The Owner admits that the caretaker does not have a signed lease with the Owner and has never had a signed lease. (Exhibit G) The Owner was unaware that there was another occupant in the caretaker's unit. (Exhibit F) The Owner was unable to provide a signed lease for the occupants of the unit at 966 S. Robert. The Owner denied the existence of any other occupants at one of the units at 976 S. Robert, in spite of two police reports documenting their existence. (Exhibit I)
4. The Owner has performed deficient background checks on at least one tenant, who has numerous felony convictions for burglary, terrorist threats and drug possession. (Exhibits J and K)

5. The Owner has violated the mitigation plan by failing to follow-through with eviction notices in a timely manner, resulting in additional police calls. (Exhibits L, O, P and R) It is suspected that on at least two occasions the Owner has illegally evicted tenants by changing the locks and claiming the tenant has abandoned the unit. (Exhibits N and Z) On one of those occasions the Owner re-rented the unit with the previous tenant's belongings still inside the unit. (Exhibit Z)

6. The owner has violated the mitigation plan by relocating tenants from other rental properties owned by Owner. There is evidence to support that the Owner has moved problem tenants from its South St. Paul facilities to its units in West St. Paul and vice versa. (Exhibit Y)

7. The Owner has violated the mitigation plan by failing to maintain the building at 218 Annapolis St. W. up to the standards in the Building Code. (Exhibits S and T) Upon inspection, it was discovered that the basement unit did not have a legal egress window, yet the unit was being occupied by a vulnerable adult. To date, this window has not been corrected.

8. The Owner has violated the mitigation plan by receiving a compliance letter for the unsheltered storage of junk and for failing to maintain a fence. (Exhibit U)

9. The Owner has violated the mitigation plan by receiving a Repeat Nuisance Service Call Fec. (Exhibit V)

10. The Owner has violated the mitigation plan by not cooperatively working with City Staff on addressing issues surrounding allegations of drug use at 218 Annapolis St. W. (Exhibit X), by interfering with police department in the performance of its duties on at least one occasion (Exhibit W), and by telling its tenants not to call the police, even when the reports involve an assault, theft, drugs and criminal damage to property. (Exhibits G, O, P, Q and R)

11. The Owner allowed its business registration with the Secretary of State to lapse during the licensed period. (Exhibit C)

12. The Dakota County Crisis Intervention Unit has filed three Vulnerable Adult Complaint Reports with the State of Minnesota against its license, triggering an investigation.

13. The water has been turned off at 218 Annapolis St. W. on three occasions in the previous 18-month period for non-payment.

14. At the July 25, 2016 hearing, the Owner and/or the Owner's representative were present and were afforded an opportunity to submit testimony, documentation and evidence for the Owner's position.
15. Following a hearing, any license may be denied for one or more of the reasons enumerated in City Code Section 110.12(B).

16. Based on the evidence presented by City Staff and the Owner, the Council hereby makes the following:

**REASONS FOR REVOCATION**

1. The use does not comply with health, building, maintenance or other provisions of the city code or state law, pursuant to City Code Section 110.12(B)(2).

2. The Owner has been conducting the licensed activity in such as manner as to constitute a breach of the peace, a menace to the health, safety and welfare of the public and a disturbance of the peace or comfort to the residents of the City, which is a valid reason for revocation, pursuant to City Code Section 110.12(B)(6).

3. The Owner has violated regulation or provisions of the city code related to property maintenance applicable to the rental license activity, which is a valid reason for revocation, pursuant to City Code Section 110.12(B)(13).

4. The Owner has violated several conditions of its provisional license as stated in the findings of fact, which is a valid reason for revocation, pursuant to City Code Section 110.12(B)(17).

5. This Property is a burden on City Staff and its limited resources, which is a valid reason for revocation, pursuant to City Code Section 110.12(B)(19).

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that this Resolution memorializes the Findings of Fact and Reasons for Revocation to support the Motion to Revoke. Such Resolution shall take effect upon adoption. Staff is directed to notify tenants that the licenses have been revoked and be given a reasonable time to vacate the Property.

Ayes: 5  Nays: 0

Passed this 25th of July, 2016.

[Signature]
David Meisinger, Mayor

Attest:
[Signature]
Chantal Doriott, City Clerk
EXHIBIT 5
December 11, 2019

Christina Nsajja
305 Wyndham Circle E.
New Brighton, MN 55112

RE: 216 2nd Ave. S. South St. Paul
     224 2nd Ave. S. South St. Paul
     131 8th Ave. N. South St. Paul
     337 11th Ave. S. South St. Paul
     221 Grand Avenue W. #309, South St. Paul

Dear Ms. Nsajia, et. al.:

You currently have rental licenses for the above-mentioned properties. Section 18-47(b) of the South St. Paul City Code allows the City Council to hold a license hearing to review any issues or problems associated with any licensed activity.

You are hereby notified that a hearing to discuss revoking the rental licenses for the above-mentioned properties will be held on Monday, Jan. 6, 2020 at 7:00 p.m. in the South St. Paul City Council Chambers located at 125 – 3rd Avenue North, South St. Paul. It is highly recommended that you attend this meeting. Any reports or documentation to support the City’s position will be sent to you prior to the meeting.

Your license is being considered for revocation due to a violation of one or more of the following sections of City Code §18-47(b):

(2) Proof of a valid state business license for 131 8th Ave. N. and 337 11th Ave. S.
(4) The proposed use does not comply with a health, building, maintenance, or other provisions of the City Code or state law.
(8) Fraudulent statements, misrepresentations, or false statements in the application or investigation for or in the course of the applicant’s business.
(10) The licensee has conducted the licensed activity in such a manner as to constitute a breach of the peace, a menace to the health, safety and welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the Police Chief or an appropriate city official.
(12) The licensee has acted in an unauthorized manner or beyond the scope of the license granted.
(18) The applicant or licensee has been found guilty of professional misconduct, either criminally or civilly.
At the hearing, you have the right to be represented by counsel, the right to respond to the charges, the right to present evidence through witnesses under oath and the right to confront and cross-examine witnesses under oath. Following the hearing, the City Council may take any of the following actions:

(a) Take no action on the licenses;
(b) Allow the business activity to continue but add reasonable conditions to the license;
(c) Convert the licenses to a provisional license and approve a mitigation plan;
(d) Suspend the licenses; or
(e) Revoke the licenses.

The decision by the City Council following a hearing is final. If your licenses are revoked, no new applications from you for the same facility will be accepted for a period of time specified in the resolution, which shall not exceed one year. If your licenses are revoked, the City will provide a reasonable time for the tenants to vacate.

Sincerely,

Christy M. Wilcox
Elections/Licensing/Code Enforcement Division Manager
December 11, 2019

Skyline Rentals, LLC
ATTN: Jon Metz
2514 Golf Rd., Suite 3
Eau Claire, WI 54701

RE: 448 1st Avenue South, South St. Paul
1020 3rd Street South, South St. Paul
227 4th Avenue South, South St. Paul

Dear Mr. Metz:

You currently have rental licenses for the above-mentioned properties. Section 18-47(b) of the South St. Paul City Code allows the City Council to hold a license hearing to review any issues or problems associated with any licensed activity.

You are hereby notified that a hearing to discuss revoking the rental licenses for the above-mentioned properties will be held on Monday, Jan. 6, 2020 at 7:00 p.m. in the South St. Paul City Council Chambers located at 125 – 3rd Avenue North, South St. Paul. It is highly recommended that you attend this meeting. Any reports or documentation to support the City’s position will be sent to you prior to the meeting.

Your license is being considered for revocation due to a violation of one or more of the following sections of City Code §18-47(b):

(2) Proof of a valid state business license for 131 8th Ave. N. and 337 11th Ave. S.
(4) The proposed use does not comply with a health, building, maintenance, or other provisions of the City Code or state law.
(8) Fraudulent statements, misrepresentations, or false statements in the application or investigation for or in the course of the applicant’s business.
(10) The licensee has conducted the licensed activity in such a manner as to constitute a breach of the peace, a menace to the health, safety and welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the Police Chief or an appropriate city official.
(12) The licensee has acted in an unauthorized manner or beyond the scope of the license granted.
(18) The applicant or licensee has been found guilty of professional misconduct, either criminally or civilly.
At the hearing, you have the right to be represented by counsel, the right to respond to the charges, the right to present evidence through witnesses under oath and the right to confront and cross-examine witnesses under oath. Following the hearing, the City Council may take any of the following actions:

(a) Take no action on the licenses;
(b) Allow the business activity to continue but add reasonable conditions to the license;
(c) Convert the licenses to a provisional license and approve a mitigation plan;
(d) Suspend the licenses; or
(e) Revoke the licenses.

The decision by the City Council following a hearing is final. If your licenses are revoked, no new applications from you for the same facility will be accepted for a period of time specified in the resolution, which shall not exceed one year. If your licenses are revoked, the City will provide a reasonable time for the tenants to vacate.

Sincerely,

Christy M. Wilcox
Elections/Licensing/Code Enforcement Division Manager
December 11, 2019

1213 Properties, LLC
Jake Meldon
5865 Neal Ave. N. #310
Stillwater, MN 55082

RB: 211 5th Avenue South, South St. Paul

Dear Mr. Meldon:

You currently have rental license(s) for the above-mentioned properties. Section 18-47(b) of the South St. Paul City Code allows the City Council to hold a license hearing to review any issues or problems associated with any licensed activity.

You are hereby notified that a hearing to discuss revoking the rental licenses for the above-mentioned properties will be held on Monday, Jan. 6, 2020 at 7:00 p.m. in the South St. Paul City Council Chambers located at 125 – 3rd Avenue North, South St. Paul. It is highly recommended that you attend this meeting. Any reports or documentation to support the City’s position will be sent to you prior to the meeting.

Your license is being considered for revocation due to a violation of one or more of the following sections of City Code §18-47(b):

(2) Proof of a valid state business license for 131 8th Ave. N. and 337 11th Ave. S.
(4) The proposed use does not comply with a health, building, maintenance, or other provisions of the City Code or state law.
(8) Fraudulent statements, misrepresentations, or false statements in the application or investigation for or in the course of the applicant’s business.
(10) The licensee has conducted the licensed activity in such a manner as to constitute a breach of the peace, a menace to the health, safety and welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon recommendation of the Police Chief or an appropriate city official.
(12) The licensee has acted in an unauthorized manner or beyond the scope of the license granted.
(18) The applicant or licensee has been found guilty of professional misconduct, either criminally or civilly.
At the hearing, you have the right to be represented by counsel, the right to respond to the charges, the right to present evidence through witnesses under oath and the right to confront and cross-examine witnesses under oath. Following the hearing, the City Council may take any of the following actions:

(a) Take no action on the licenses;
(b) Allow the business activity to continue but add reasonable conditions to the license;
(c) Convert the licenses to a provisional license and approve a mitigation plan;
(d) Suspend the licenses; or
(e) Revoke the licenses.

The decision by the City Council following a hearing is final. If your licenses are revoked, no new applications from you for the same facility will be accepted for a period of time specified in the resolution, which shall not exceed one year. If your licenses are revoked, the City will provide a reasonable time for the tenants to vacate.

Sincerely,

Christy Wilcox
Elections/Licensing/Code Enforcement Division Manager
EXHIBIT 6
**Property Card**

| Parcel ID Number | 36-32550-14-250 |

**Owner Information**

- Fee Owner
- 1234 PROPERTIES LLC
- Mailing Address
  - 888 COUNTY RD D STE 211
  - NEW BRIGHTON MN 55112

**Property Address**

- Address
  - 224 2ND AVE S
- Municipality
  - SOUTH ST PAUL

**Parcel Information**

- Last Qualified Sale: 12/03/2015
- Sale Value: $239,999.00
- Uses: RESIDENTIAL
- Total Acres: 0.17
- Water Acres: HEPBURN PARK
- Plat: ALL OF LOT 24 BLK 14 & S 1/2 OF
- Lot and Block: 25 14
- Tax Description: ALL OF LOT 24 BLK 14 & S 1/2 OF

**2019 Building Characteristics (payable 2020)**

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<th>Building Type</th>
<th>TRIPLEX</th>
<th>Year Built</th>
<th>1956</th>
<th>Bedrooms</th>
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<tbody>
<tr>
<td>Building Style</td>
<td>TWO STORY</td>
<td>Foundation Sq Ft</td>
<td>1,320</td>
<td>Bathrooms</td>
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<td>Frame</td>
<td>WOOD</td>
<td>Above Grade Sq Ft</td>
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<td>Garage Sq Ft</td>
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<td>Multiple Buildings</td>
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<td>Finished Sq Ft</td>
<td>3,280</td>
<td>Other Garage</td>
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**Miscellaneous Information**

- School District: 006
- Watershed District: LOWER MISSISSIPPI RIVER
- Homestead: NON HOMESTEAD
- Green Acres
- Ag Preserve
- Open Space

**Assessor Valuation**

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<tr>
<th>Description</th>
<th>Taxable</th>
<th>Estimated</th>
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<tbody>
<tr>
<td>2019 Land Values (payable 2020)</td>
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<td>2019 Building Values (payable 2020)*</td>
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<tr>
<td>2018 Total Values (payable 2019)*</td>
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**Property Tax Information**

- Net Tax (payable 2019): $4,630.34
- Special Assessments (2019): $2,485.04
- Total Tax & Assessments (2019): $7,115.38

* Manufactured Homes Payable the Same Year as Assessment.

**Disclaimer:** Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Parcel data current as of 12/25/2019

Dakota County, MN
EXHIBIT 7
Rental Property License Application

LICENSE FEE: $30 per unit. License must be renewed each year.

Please complete all areas of application

Property Address
224 and Ave South South St. Paul, MN 55105

Type of Unit (select one)
- Single Family
- Townhouse
- Apartment
- Duplex
- Triplex
- Fourplex
- Condo
- Mobile Home

Total Number of Units: 3

Please attach a list of all properties if applicable (townhouses & apartments)

Property Owner Information

Name: Christine Nsagya

Street Address: 2168 Juliet
City: St. Paul
State: MN
Zip: 55105

Home Phone: 763-607-9086
Cell Phone: 763-607-9086
Work Phone: 612-294-9232

Email: christine@nsagya.com
Fax: 612-294-9232

Manager/Management Company Information

Name of Manager/Management Company: David Brooks

Street Address: 2854 Columbus Ave
City: Minneapolis
State: MN
Zip: 55407

Contact Name: David Brooks
Phone: 952-451-6897
Cell Phone: 952-451-6897

Email: dave.brooks@ymail.com
Fax: 612-294-9232
If you own other rental properties, please provide addresses of at least three:

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
<th>State</th>
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For future mailings and renewal information, please indicate where you would like to receive the following

(select all that apply):

Send License to:  ____ Property Owner  and/or  X  Property Management Company
Send Renewals to: ____ Property Owner  and/or  X  Property Management Company

This license is non-transferable. New Owners must apply for a new license.

I certify that the information contained in this application is true to the best of my knowledge. I hereby agree to notify the City of any changes in ownership or in the number of rental units. I further authorize the City or its Vendor and other City Officials to investigate all facts set out in this application. I understand that the purpose of permitting the City to have access to this information is to determine my suitability for issuance of a Rental License in the City of South St. Paul. I further understand that I am not legally required to supply the requested data, but that by refusing to comply, my license application may be denied. Your residence address and telephone number will be considered public data unless you request this information to be private and provide an alternate address and telephone number.

I hereby certify that the smoke detectors are properly installed and operable and that all fire exits are accessible. I also certify that the property owner/manager has a screening process during the approval process of each tenant to attempt to ensure quality tenants occupy the Rental Dwelling.

Signature (Of Owner, Partner, or Corporate Officer)  
Christine Nsuya

Date  
12-4-15

Printed Name (Of Owner, Partner, or Corporate Officer)

APPLICATIONS MUST INCLUDE:

Completed Inspection Report by a licensed Housing Evaluator indicating all hazardous items have been corrected.

Rental License Fee

** Licenses are valid from time of approval to May 31st of current year or June 1st—May 31st **

FAILURE TO SUBMIT THE REQUIRED FEE, APPLICATION, MIN WORKER'S COMPENSATION FORM
AND COMPLETED INSPECTION WILL RESULT IN APPLICATION BEING RETURNED AND DELAY
THE PROCESSING OF YOUR BUSINESS RENTAL LICENSE

For office use only:  License #: 4378  Amount Paid: $90.00  Applicant #: 14657

Rental Inspection Expires on: 12/05/2019
Certificate of Compliance
Minnesota Workers’ Compensation Law

THIS FORM MUST BE COMPLETED BY THE BUSINESS LICENSE APPLICANT

PRINT IN INK or TYPE

Minnesota Statutes §176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers’ compensation insurance coverage requirement of Minnesota Statutes Chapter 176. If the required information is not provided or is falsely stated it shall result in a $2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers’ compensation policy must be kept in effect at all times by employers as required by law.

<table>
<thead>
<tr>
<th>License or certificate number (if applicable)</th>
<th>Business telephone number</th>
<th>Alternate telephone number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>952-451-6874</td>
<td>612-9232</td>
</tr>
</tbody>
</table>

Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner’s name(s), for example John Doe, or John Doe and Jane Doe.) 1234 Properties LLC

DBA ("doing business as" or "also known as" an assumed name), if applicable 1234 Properties LLC

Business address (must be physical street address, no P.O. boxes) 2854 Columbus Ave

City Minneapolis State MN ZIP code 55404

County Hennepin

Email address onelifehealthmner@gmail.com

YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1 or 2 below.

Number 1 – Workers’ compensation insurance policy information

<table>
<thead>
<tr>
<th>Insurance company name (not the insurance agent)</th>
<th>NAIC number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Policy number</th>
<th>Effective date</th>
<th>Expiration date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Number 2 – Reason for exemption from workers’ compensation insurance

If you have questions regarding the need to obtain workers’ compensation coverage, including exemptions, call (651) 284-5032 or 1-800-342-6364.

☐ I have no employees. (See Minnesota Statute § 176.011, subd. 9 for the definition of an employee.)

☐ I am self-insured for workers’ compensation (attach a copy of the authorization to self-insure from the Minnesota Department of Commerce).

☐ I have employees but they are not covered by the workers’ compensation law. (See Minnesota Statute § 176.041 for a list of excluded employees.) Explain why your employees are not covered:

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name

David Brooks

Applicant signature (required)

Date

NOTE: You must notify the authority issuing your license if there is any change to your workers’ compensation insurance information or an employee status change by resubmitting this form. This material can be made available in different forms, such as large print, Braille or audio.
APPLICATION FOR LICENSE RENEWAL  
for Rental Housing  

INSTRUCTIONS:  
Make any corrections, sign and return with payment and required documents (insurance, inspection, etc.) to the City of South St Paul by 4/30/2019.  

License Nbr: 00008688  
Applicant: 14854  

License Expires: 05/31/2019  

<table>
<thead>
<tr>
<th>License</th>
<th>Description</th>
<th>Fee Type</th>
<th>Lic Units</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental Housing</td>
<td>Per unit</td>
<td>Prim</td>
<td>3</td>
<td>$90.00</td>
</tr>
</tbody>
</table>

Total: $90.00

Current rental inspection expires: 12/5/2019  
Inspection Required: □ Yes □ No  

APPLICANT 14854  
Name: Christine Nsajja  
Address: 305 Wyndham Circle E  
New Brighton MN 55112  

Contact/Attn:  
Telephone: (612) 294-9232  
Cell: (763) 607-9086  
Fax:  
eMail: christine@nsajjalaw.com  

Minnesota law requires the City of South St. Paul to obtain the Business Tax ID and/or Social Security number of all rental license applicants. If not completed, your application will be returned.  

Federal Tax ID: 47-1666469  
State Tax ID:  
SSN: *** on file ***  

MANAGEMENT COMPANY - only complete if you have a management company other than yourself  
Name: Alice Kegler  
Address: 26 Exchange St E, #313  
St. Paul MN 55101  

Telephone: (952) 649-0515  
Cell:  
eMail:  
Fax:  
License Coordinator:  

Make changes below  

SOUTH METRO FIRE DEPARTMENT - FIRE DETECTOR AFFIDAVIT

Smoke Detector Inspection Affidavit
☒ Yes I have personally inspected and tested the smoke detectors on this property and all were found to be in place and in working order.
☒ Yes I affirm that I have explained to an occupant of each dwelling the location and operation of each smoke detector, instructions describing the action to be taken when an alarm sounds, procedure for periodic testing, and contacting the owner when a low-battery tone, power light failure, or an inoperative or defective smoke detector occurs.

VIOLATIONS
Have you, as the Applicant, ever been convicted of any felony, crime or violation of any ordinance, other than traffic? If yes, give date, place and nature of conviction

☐ Yes ☒ No

Describe:

Certificate of Compliance - Minnesota Workers' Compensation Law
Minnesota Statute, Section 176.182, requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes Chapter 176. If the information is not provided or is falsely stated, it shall result in a $2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers, as required by law.

** YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION**
You must complete number 1 or 2 below.

**NUMBER 1-WORKERS' COMPENSATION INSURANCE POLICY INFORMATION**

<table>
<thead>
<tr>
<th>Insurance Company Name (not the insurance agent)</th>
<th>Policy Number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Expiration Date</th>
</tr>
</thead>
</table>

**NUMBER 2-REASON FOR EXEMPTION FROM WORKERS' COMPENSATION INSURANCE**

If you have questions regarding the need to obtain workers' compensation coverage, including exemptions, call (651) 284-5032 or (800) 342-5354.

☐ I have no employees. (See Minnesota Statute 176.011, Subd. 9 for the definition of an employee.)
☐ I am self-insured for workers' compensation (attach a copy of the authorization to self-insure from the Minnesota Department of Commerce).
☐ I have employees but they are not covered by the workers' compensation law. (See Minnesota Statute 176.041 for a list of excluded employees.) Explain why your employees are not covered:

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify that I am authorized to sign on behalf of the business. I have read and understand all the laws and ordinances pertaining to the operation of a rental dwelling in the City of South St. Paul. It is agreed that notification to the City will be provided in writing within five (5) days of any change of ownership or management company information.

Signature of Applicant: [Signature]
Printed Name: [Printed Name]
Date: [Date]

Any questions, contact Renee Schmitt at (651) 554-3229 or rschmitt@southstpaul.org
EXHIBIT 8
To: Christy Wilcox

From: Derek Quade

Date: 9-23-19

Re: 216 & 224 2nd Ave S

On Thursday, 9-19-19, I conducted a random inspection at the properties above to count the number of dwelling within each building. During my inspection of 216 2nd Ave S, I observed 4 mailboxes attached to the building with one listed as vacant. While looking inside the building, I was unable to find where a 4th dwelling would be located at. Next door at 224 2nd Ave S, I was able to confirm that there was in fact 4 dwellings inside that building. The dwelling in the basement level is laid out like a studio, and I observed a broken smoke detector in the common area. The locking mechanism for the basement dwelling is also broken and the occupant needed to use a screwdriver to unlock the deadbolt. This is all that I have observed.

Derek Quade
Code Enforcement Officer
City of South St. Paul
EXHIBIT 9
From: Joe Heimkes  
Sent: Tuesday, October 29, 2019 3:53 PM  
To: Kori Land  
Cc: Christy Wilcox; Linda Nelson; Derek Quade  
Subject: RE: 216-224 2nd Ave S - One Life Health Building Inspection by Code Enforcement Officer  
Attachments:  
DSCI0812.JPG; DSCI0811.JPG; DSCI0810.JPG; DSCI0809.JPG; DSCI0808.JPG;  
DSCI0807.JPG; DSCI0806.JPG; DSCI0805.JPG; DSCI0804.JPG; DSCI0803.JPG;  
DSCI0802.JPG; DSCI0801.JPG; DSCI0800.JPG; DSCI0799.JPG; DSCI0798.JPG  

All,  

10-29-19  

I visited the illegal apartment today. The Tenant willingly let me in. He is an enjoyable fellow. The apartment is an efficiency apartment. The bedroom kitchen and living room are all kind of the same room. The apartment has a bathroom with a sink, shower and toilet. The apartment does have a kitchen area with a sink. The unit has its own heat source. It is heated with electric baseboard heat. The space is supplied with a door to a common hallway and it also has a window that does appear to maybe meet egress requirements (I was unable to open it due to the tenants TV antennae hanging on it). It looks like the space was created out of existing basement space. Based on the materials used to finish the inside it looks like the room has been finished for quite a few years.

The only issues I could find with the apartment:

1. Electric baseboard heat may not be adequate to fully heat the space (they only had one radiator 10 foot long on an interior wall). There is a boiler in a closet in the apartment that probably supplies enough residual heat to compensate.
2. Smoke detector in the room was not operational
3. Plumbing appears to be unvented.
4. The boiler and 2 water heaters were located in a closet off of the bathroom thus obtaining combustion air from the bathroom which is prohibited. (the closet was also supplied with outside air though through a duct)

The tenant pays 600.00 per month rent. The tenant allowed me to take pictures so I will attach them.

Joe Heimkes  
Building Official  
City Of South St. Paul  
(Phone) 651-554-3220  
(Fax) 651-554-3211  
joe.heimkes@southstpaul.org
EXHIBIT 10
Update from Social Worker regarding One Life Health property.

From: Christy Wilcox <cwilcox@southstpaul.org>
Sent: Wednesday, November 6, 2019 4:11 PM
To: Korine Land <KLand@levander.com>
Subject: FW: 224 2nd Ave S - Update from Social Worker

Hi Christy,

I got in touch with my client, they got a working stove about a month ago. They still have issues with water leaking in through the egress window when there is heavy rain or snow melts. I also found out that they haven’t had a working smoke detector but someone is supposed to be coming out today to install one. Finally they don’t have any air ducts in their apartment, so no hot or cold air. They are currently using a plug in space heater to heat the apartment. They also have the water heater and furnace for the rest of the building in a room by their apartment so they get some heat from that. Let me know if you have any questions.

Thanks!
Ian ~

Question for you: Wouldn't you check to make sure that these items are taken care of as the case manager?

Thank you,

Christy Wilcox  
Division Manager ~ Elections/ Licensing/Code Enforcement/Inspections  
City of South St. Paul | 125 3rd Avenue North | South St. Paul, MN 55075  
Office: 651-554-3204 | Fax: 651-554-3211  
WWW.southstpaul.org

Hi Courtney,

I have a resident that lives in the basement unit at 224 2nd Ave S. They moved in there last winter and shortly after they moved in when the ground started to thaw they had water leaking in around the egress window. My client was provided with a wet/dry vacuum when he notified them of the issue. He also did not have a working stove/oven for a while and because of this he was given a discount on his rent. I still don't know if either of these issues have been addressed. If you have any questions let me know.

Thanks!

Ian Stoll

Case Manager Coverage Specialist  
Fraser Home and Community Supports  
1801 American Blvd E, Suite 6  
Bloomington, MN 55425  
612-253-1136 Direct  
612-767-5180  
612-767-5176 Fax  
ian.stoll@fraser.org  
www.fraser.org
EXHIBIT 11
<table>
<thead>
<tr>
<th>Property Card</th>
<th>Parcel ID Number 36-32550-14-260</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Owner Information</strong></td>
<td></td>
</tr>
<tr>
<td>Fee Owner</td>
<td>1234 PROPERTIES LLC</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>888 COUNTY RD D STE 211</td>
</tr>
<tr>
<td>NEW BRIGHTON MN 55112</td>
<td></td>
</tr>
<tr>
<td><strong>Property Address</strong></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>218 2ND AVE S</td>
</tr>
<tr>
<td>Municipality</td>
<td>SOUTH ST PAUL</td>
</tr>
</tbody>
</table>

| **Parcel Information** |                                |
| Last Qualified Sale   | 12/03/2015                      |
| Sale Value            | $186,999.00                     |
| Uses                  | RESIDENTIAL                     |
| Total Acres           | 0.17                            |
| R/W Acres             |                                  |
| Water Acres           | HEPBURN PARK                    |
| Plat                  |                                  |
| Lot and Block         | 26 14                           |
| Tax Description       | N 1/2 OF LOT 25 BLK 14 & ALL OF |

<table>
<thead>
<tr>
<th><strong>2019 Building Characteristics (payable 2020)</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Type</td>
<td>TRIPLEX</td>
</tr>
<tr>
<td>Building Style</td>
<td>TWO STORY</td>
</tr>
<tr>
<td>Year Built</td>
<td>1910</td>
</tr>
<tr>
<td>Foundation Sq Ft</td>
<td>1,080</td>
</tr>
<tr>
<td>Above Grade Sq Ft</td>
<td>2,160</td>
</tr>
<tr>
<td>Finished Sq Ft</td>
<td>3,032</td>
</tr>
<tr>
<td>Bed Rooms</td>
<td>4</td>
</tr>
<tr>
<td>Bathrooms</td>
<td>4.00</td>
</tr>
<tr>
<td>Garage Sq Ft</td>
<td>792</td>
</tr>
<tr>
<td>Other Garage</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Miscellaneous Information</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>School District</td>
<td>006</td>
</tr>
<tr>
<td>Watershed District</td>
<td>LOWER MISSISSIPPI RIVER</td>
</tr>
<tr>
<td>Homestead</td>
<td>NON HOMESTEAD</td>
</tr>
<tr>
<td>Green Acres</td>
<td></td>
</tr>
<tr>
<td>Ag Preserve</td>
<td></td>
</tr>
<tr>
<td>Open Space</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Assessor Valuation</strong></th>
<th></th>
<th><strong>Estimated</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 Land Values</td>
<td>$42,000.00</td>
<td>$42,000.00</td>
</tr>
<tr>
<td>2019 Building Values</td>
<td>$218,600.00</td>
<td>$218,600.00</td>
</tr>
<tr>
<td>2019 Total Values</td>
<td>$260,600.00</td>
<td>$260,600.00</td>
</tr>
<tr>
<td>2018 Total Values</td>
<td>$228,000.00</td>
<td>$228,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Property Tax Information</strong></th>
<th></th>
<th><strong>Total Tax &amp; Assessments (2019)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Tax (payable 2019)</td>
<td>$4,022.04</td>
<td>$5,175.94</td>
</tr>
<tr>
<td>Special Assessments (2019)</td>
<td>$1,153.90</td>
<td></td>
</tr>
</tbody>
</table>

* Manufactured Homes Payable the Same Year as Assessment.

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.
EXHIBIT 12
APPLICATION FOR LICENSE RENEWAL
for Rental Housing

License Nbr: 00008686
Applicant: 14854

INSTRUCTIONS:
Make any corrections, sign and return
with payment and required documents
(Insurance, Inspection, etc.) to the City of
South St Paul by 4/30/2019.

License Expires: 05/31/2019

Christine Nsaija
305 Wyndham Circle E
New Brighton MN 55112

Current rental inspection expires: 12/5/2018
Inspection Required: ☑ Yes ☐ No

Send License To:
☐ Applicant
☐ Management Company

Send Renewal To:
☑ Applicant
☐ Management Company

Make changes below

Christine Nsaija
305 Wyndham Circle E
New Brighton MN 55112

Telephone: (612) 294-9232
Cell: (763) 607-9086
Fax:
eMail: christine@nsaijalaw.com

Minnesota law requires the City of South St. Paul to obtain the Business Tax ID and/or Social Security number of all rental license applicants. If not completed, your application will be returned.

Federal Tax ID: 47-1666469
State Tax ID:
SSN: *** on file ***

MANAGEMENT COMPANY - only complete if you have a management company other than yourself
Name: Alice Kegler
Address: 26 Exchange St E, #313
    St. Paul MN 55101
Telephone: (952) 649-0515
Cell: 
Fax: 
eMail: 
License Coordinator:
SOUTH METRO FIRE DEPARTMENT - FIRE DETECTOR AFFIDAVIT

Smoke Detector Inspection Affidavit
☐ Yes I have personally inspected and tested the smoke detectors on this property and all were found to be in place and in working order.
☐ Yes I affirm that I have explained to an occupant of each dwelling the location and operation of each smoke detector, instructions describing the action to be taken when an alarm sounds, procedure for periodic testing, and contacting the owner when a low-battery tone, power light failure, or an inoperative or defective smoke detector occurs.

VIOLATIONS
Have you, as the Applicant, ever been convicted of any felony, crime or violation of any ordinance, other than traffic? If yes, give date, place and nature of conviction Yes ☐ No ☑ Describe:

Certificate of Compliance - Minnesota Workers' Compensation Law
Minnesota Statute, Section 176.182, requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes Chapter 176. If the information is not provided or is falsely stated, it shall result in a $2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry
A valid workers' compensation policy must be kept in effect at all times by employers, as required by law.
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**NUMBER 2-REASON FOR EXEMPTION FROM WORKERS' COMPENSATION INSURANCE
If you have questions regarding the need to obtain workers' compensation coverage, including exemptions, call (651) 284-5032 or (800) 342-5354.
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Signature of Applicant: [Signature]
Printed Name: [Printed Name]
Date: 6/15/19

Any questions, contact Renee Schmitt at (651) 554-3229 or rschmitt@southstpaul.org
## Rental Property License Application

**License Fee:** $30 per unit; license must be renewed each year.

**Property Address:**

<table>
<thead>
<tr>
<th>Type of Unit</th>
<th>Total Number of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family</td>
<td>3</td>
</tr>
<tr>
<td>Townhouse</td>
<td></td>
</tr>
<tr>
<td>Apartment</td>
<td></td>
</tr>
<tr>
<td>Duplex</td>
<td></td>
</tr>
<tr>
<td>Triplex</td>
<td></td>
</tr>
<tr>
<td>Fourplex</td>
<td></td>
</tr>
<tr>
<td>Condo</td>
<td></td>
</tr>
<tr>
<td>Mobile Home</td>
<td></td>
</tr>
</tbody>
</table>

**Property Owner Information**

- **Name:** Christine Ngemba
- **Street Address:** 2168 Juliet
- **City:** St. Paul
- **State:** MN
- **Zip:** 55105
- **Home Phone:** 763-607-9084
- **Cell Phone:** 763-607-9084
- **Work Phone:** 612-294-9232
- **Email:** christine@nsgpmnland.com
- **Fax:** 612-294-9232

**Manager/Management Company Information**

- **Name:** David Brooks
- **Street Address:** 3854 Columbus
- **City:** Minneapolis
- **State:** MN
- **Zip:** 55407
- **Contact Name:** David Brooks
- **Phone:** 952-451-6897
- **Cell Phone:** 952-451-6897
- **Email:** davebrooks1970@yahoo.com
- **Fax:** 612-294-9232
If you own other rental properties, please provide addresses of at least three:

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For future mailings and renewal information, please indicate where you would like to receive the following:

(select all that apply):

- Send License to: Property Owner and/or Property Management Company
- Send Renewals to: Property Owner and/or Property Management Company

This license is non-transferable. New Owners must apply for a new license.

I certify that the information contained in this application is true to the best of my knowledge. I hereby agree to notify the City of any changes in ownership or in the number of rental units. I further authorize the City or its Vendor and other City Officials to investigate all facts set out in this application. I understand that the purpose of permitting the City to have access to this information is to determine my suitability for issuance of a Rental License in the City of South St. Paul. I further understand that I am not legally required to supply the requested data, but that by refusing to comply, my license application may be denied. Your residence address and telephone number will be considered public data unless you request this information to be private and provide an alternate address and telephone number.

I hereby certify that the smoke detectors are properly installed and operable and that all fire exits are accessible. I also certify that the property owner/manager has a screening process during the approval process of each tenant to attempt to ensure quality tenants occupy the Rental Dwelling.

Signature (Of Owner, Partner, or Corporate Officer)

Date

Printed Name (Of Owner, Partner, or Corporate Officer)

APPLICATIONS MUST INCLUDE:

Completed Inspection Report by a licensed Housing Evaluator indicating all hazardous items have been corrected

Rental License Fee

** Licenses are valid from time of approval to May 31st of current year or June 1st—May 31st **

FAILURE TO SUBMIT THE REQUIRED FEE, APPLICATION, MN WORKER’S COMPENSATION FORM AND COMPLETED INSPECTION WILL RESULT IN APPLICATION BEING RETURNED AND DELAY THE PROCESSING OF YOUR BUSINESS RENTAL LICENSE

For office use only: License #: 4376
Amount Paid: $90.00
Applicant #: 1483

Rental Inspection Expires on: 12/05/2019
Certificate of Compliance
Minnesota Workers' Compensation Law

THIS FORM MUST BE COMPLETED BY THE BUSINESS LICENSE APPLICANT

PRINT IN INK OR TYPE

Minnesota Statutes §176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes Chapter 176. If the required information is not provided or is falsely stated it shall result in a $2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

<table>
<thead>
<tr>
<th>License or certificate number (if applicable)</th>
<th>Business telephone number</th>
<th>Alternate telephone number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>952-451-6897</td>
<td>612-294-9232</td>
</tr>
</tbody>
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Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.)
Christine Nsaagya

DBA ("doing business as" or "also known as" an assumed name), if applicable
1234 Properties LLC

Business address (must be physical address, no P.O. boxes)
2854 Columbus Ave

City
Minneapolis

State
MN

ZIP code
55407

County
Hennepin

Email address
christine@nsagya.law.com

YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1 or 2 below.

Number 1 – Workers' compensation insurance policy information

<table>
<thead>
<tr>
<th>Insurance company name (not the insurance agent)</th>
<th>NAIC number</th>
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</thead>
<tbody>
<tr>
<td>Safety</td>
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Policy number
024551511

Effective date
5/20/15

Expiration date
5/20/16

Number 2 – Reason for exemption from workers' compensation insurance

If you have questions regarding the need to obtain workers' compensation coverage, including exemptions, call (651) 284-5032 or 1-800-342-5354.

☐ I have no employees. (See Minnesota Statute § 176.021, subd. 9 for the definition of an employee.)

☐ I am self-insured for workers' compensation (attach a copy of the authorization to self-insure from the Minnesota Department of Commerce).

☐ I have employees but they are not covered by the workers' compensation law. (See Minnesota Statute § 176.021 for a list of excluded employees.) Explain why your employees are not covered:

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name
Christine Nsaagya

Applicant signature (required)

Title
Owner

Date
2/17/15

NOTE: You must notify the authority issuing your license if there is any change to your workers' compensation insurance information or an employee status change by resubmitting this form. This material can be made available in different forms, such as large print, Braille or audio.
EXHIBIT 13
APT 4
DOWNSTAIRS

2019/10/29 14:14
<table>
<thead>
<tr>
<th>Property Card</th>
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<tbody>
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<td><strong>Owner Information</strong></td>
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<td></td>
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<tr>
<td>Fee Owner</td>
<td>131 8TH AVE LLC</td>
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<td>Mailing Address</td>
<td>305 WYNDRAM CIR</td>
<td></td>
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<tr>
<td>NEW BRIGHTON MN 55112</td>
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<tr>
<td><strong>Property Address</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>131 8TH AVE N</td>
<td></td>
</tr>
<tr>
<td>Municipality</td>
<td>SOUTH ST PAUL</td>
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<tr>
<td><strong>Parcel Information</strong></td>
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</tr>
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<tr>
<td><strong>2019 Building Characteristics (payable 2020)</strong></td>
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<tr>
<td>Building Type</td>
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<tr>
<td>Building Style</td>
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<td>WOOD</td>
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<tr>
<td><strong>Miscellaneous Information</strong></td>
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<tr>
<td>School District</td>
<td>006</td>
<td></td>
</tr>
<tr>
<td>Watershed District</td>
<td>LOWER MISSISSIPPI RIVER</td>
<td></td>
</tr>
<tr>
<td>Homestead</td>
<td>NON HOMESTEAD</td>
<td></td>
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<tr>
<td>Green Acres</td>
<td>Ag Preserve</td>
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<td>Open Space</td>
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<tr>
<td><strong>Assessor Valuation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019 Land Values (payable 2020)</td>
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<tr>
<td>2019 Building Values (payable 2020)*</td>
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<td><strong>Property Tax Information</strong></td>
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<td>Total Tax &amp; Assessments (2019)</td>
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* Manufactured Homes Payable the Same Year as Assessment.

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Parcel data current as of 12/25/2019  
Dakota County, MN
**Property Card**

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<tr>
<th>Parcel ID Number</th>
<th>36-63000-02-200</th>
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**Owner Information**

Fee Owner  
337 11TH AVE LLC

Mailing Address  
305 WYNDHAM CIR E  
NEW BRIGHTON MN 55112

**Property Address**

Address  
337 11TH AVE S  
Municipality  
SOUTH ST PAUL

**Parcel Information**

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<td>RW Acres</td>
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<td>Water Acres</td>
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<tr>
<td>Plat</td>
<td>RAVENSCROFT PARK</td>
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<tr>
<td>Lot and Block</td>
<td>20 2</td>
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<td>Tax Description</td>
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**2019 Building Characteristics (payable 2020)***

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<tr>
<td>Building Style</td>
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<tr>
<td>Frame</td>
<td>WOOD</td>
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<tr>
<td>Multiple Buildings</td>
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<table>
<thead>
<tr>
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<tbody>
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<tr>
<td>Bathrooms</td>
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<td>Above Grade Sq Ft</td>
<td>960</td>
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<td>Garage Sq Ft</td>
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<tr>
<td>Other Garage</td>
<td></td>
</tr>
</tbody>
</table>

**Miscellaneous Information**

<table>
<thead>
<tr>
<th>School District</th>
<th>006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Watershed District</td>
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<td>Ag Preserve</td>
<td></td>
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<tr>
<td>Open Space</td>
<td></td>
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</table>

**Assessor Valuation**

<table>
<thead>
<tr>
<th></th>
<th>Taxable</th>
<th>Estimated</th>
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<tbody>
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**Property Tax Information**

<table>
<thead>
<tr>
<th></th>
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<tbody>
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<td>Special Assessments (2019)</td>
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</tbody>
</table>

* Manufactured Homes Payable the Same Year as Assessment.

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Parcel data current as of 12/25/2019

Dakota County, MN

Page 1 of 1
EXHIBIT 16
INCIDENT INFORMATION

Charges/Citation: 609.233.1a(1)
Address: 337 11th Avenue S
South St. Paul, MN 55075;
Dakota US

Incident Type: Neglect/Maltreatment of Vulnerable Adult
Start Date: 2019-08-14 16:42
End Date: 
Reported Date: 2019-08-14 16:42

Parties Involved:
Brooks, David Andrew 1970-10-25 Suspect | Mentioned | Owner
Nsajja, Christine 1974-1-05 Mentioned | Owner
1 more.

OFFICER INFORMATION

Name Derek Kruse
Agency South St. Paul
Badge 2144
Role Primary

NARRATIVE

On November 4th, 2019, I received a phone call from Shaula Halberg, a CADI case manager with Fraser. Shaula stated she had received some concerns from one of her clients, regarding living conditions at 337 11th Ave S, a property that was managed by One Life Health Services (OLHS). She had also expressed concerns to Shaula regarding OLHS lack of providing ILS services, lack of 24/7 support, and negligence in helping fill out section 8 voucher, resulting in losing the voucher.

On November 5th, 2019, I responded to 337 11th Ave S. I initially made contact with in unit #1, who asked that I speak to other tenants of the building and return to after woke up more.

I then went to unit #2 and knocked, with no answer. I then went to unit #3 where I made contact with stated had been living in unit #3 since December stated was concerned because there were holes in wall and the water heater wasn't functioning properly said had made the landlord aware, but nothing was done also stated was concerned because landlord told that was responsible for the electric bill for the entire building, which was currently at $1900. said there was only one meter and thought the landlord was responsible for paying the electric bill and then would pay the landlord for the portion also stated unit has flooded over times due to water heater issues. In addition, has been told not to call police because it is against OLHS protocol and that was very afraid to call police due to risk of losing housing.
I then returned to unit #1 and spoke with [REDACTED], who stated that she had numerous concerns regarding the safety of the unit. She stated the front door was unable to be secured and observed visible damage to the door that prevented it from being properly secured. She also stated the gas line to the stove was not operational, and the landlord has failed to fix the issue since she had lived there. She said she was moved to her current apartment from 211 5th Ave S, another OLHS property, and was moved because she constantly complained regarding drug activity and suspicious activity. She mentioned how she has attempted to reach out to the OLHS 24/7 support line but the calls always would get the voicemail. She also stated that she has recently switched ILS services, and since then it "hasn't been good." She said the rent was increased by $100 and switched to a "month by month" payment rather than a yearly lease, which she said she never agreed to. She also stated that she had CDA/section 8 housing but they told her they did not want to accept section 8 housing unless they charged $800 rather than the $700 she had been charging. OLHS brought paperwork back to her late, which caused her to lose her voucher. She asked if her rent was going to be lowered down due to losing her voucher and they told her they would be keeping the rent at $800 as that was market rate. She thought this was odd as her neighboring tenant, who had a larger apartment, was only charged $600 a month. She said she was struggling making payments and has been threatened with eviction. She said she was getting some of the ILS hours she was supposed to receive, but not the full amount requested. She also told me that OLHS discouraged her from calling the police and showed me the previous year lease that she had signed with OLHS and it directly stated "no nuisance calls to South St. Paul police", which verifies the statement that OLHS discourages calling police. The lease also stated that both landlord and tenant also acknowledged the lease was signed was undated and not the same lease that was sent to the CDA. She said she would pay the rent with a money order that an ILS worker, Elizabeth, would take. She also stated that she was told to pay the heat bill for the entire building, which only has one meter. She also stated that she does not control the thermostat, so the apartment temperature fluctuates frequently. Prior to leaving, she also raised concerns of possible pest infestation, as she has seen numerous mice in the apartment.

I then met the tenant in #2, [REDACTED], who was concerned because the property manager stated that she owed several thousand dollars in back rent. She stated that when she first moved to the apartment in 02/19, the county provided OLHS with money to pay the rent until 07/19. She took over rent in 4/19. OLHS never paid the property management company so the property manager is claiming she still owes money. She has paid the rent on time since 07/19. She took over payments on 4/19. She said when she moved in, she had to accept services from OLHS to receive ILS and 24/7 support. She said the property manager also wants her to pay the gas bill. She said one of the previous OLHS ILS workers would steal food from her when she worked and would not help her with any of her needs or requests. She complained to OLHS but nothing was done. She finally complained to the social worker and received a new ILS worker. She stated she is supposed to receive 15 hours of ILS service a week but could not remember if she received 15 hours on a consistent basis. She then showed me the bedroom ceiling where it was apparent some water damage had recently occurred.
SUPPLEMENT
South St. Paul - Investigations
125 3rd Ave. N.
South St. Paul, MN 55075
Telephone: 651-554-3300

Case Number: 19002476
Title: Neglect/Maltreatment of Vulnerable Adult

been repaired. [redacted] stated the "A frame" beams were rotted and there had been black mold on the beams. I observed underneath the ceiling repairs numerous chips of paint, as if the paint was already peeling. [redacted] then showed me the kitchen, where one sink was completely glued shut and the pipe underneath was leaking. [redacted] said these issues had been reported to property management but nothing had been done. [redacted] also stated there were no fire detectors installed in the unit, which concerned

This supplement is for information only.

Ofc. D. Kruse #2144

PARTIES INVOLVED

PERSON 1
Role(s): Suspect, Mentioned, Owner
Last: Brooks
First: David
Middle: Andrew
Date of Birth: 1970-10-25 (49)
Sex: Male
Race: Black/African American
Height: 5'11
Weight: 230 - 230 lbs
Hair: Shaved
Eyes: Brown
Is Juvenile?: No
Ethnicity: Not Hispanic/Latino
Build: Large
Complexion:
Residence: 6135 Chasewood Parkway; Minnetonka, MN 55343-4327; Hennepin US
Unknown: (000)000-0000
Description:

CHARGES/ORDINANCES
Type: Statute
Charge: 609.233.1a(1)
Level: Felony
UOC:
Enh. Factor:
Description: Criminal Neglect - Knows/reason to know deprivation will result in substantial or great bodily harm

PERSON 2
Role(s): Mentioned, Owner
Last: Nsajja
First: Christine
Middle:
Date of Birth: 1974-11-05 (45)
Sex: Female
Race:
Height: 5'08
Weight: 160 - 160 lbs
Hair:
Residence: 3917 Washburn Avenue S; Minneapolis, MN 55410-1131; US
Unknown: (000)000-0000
Description:

PERSON 3
Role(s): Mentioned
EXHIBIT 17
City of South St. Paul

Licensing/Code Enforcement Division

FIRST NOTICE

Date: December 17, 2019

Property Owner: 337 11th Ave LLC

337 11th Ave S
South St. Paul, MN 55075

Current Resident
337 11th Ave S
South St. Paul, MN 55075

Address: 337 11th Ave S, South St. Paul, MN 55075

Re: Notice of City Code Violation

The City of South St. Paul is committed to enhancing the livability of our neighborhoods by helping to maintain quality residential and business properties. An inspection in your area has revealed the following condition(s) on your property which violate City Code Sections:

1. Overflowing garbage and refuse on ground. City Code Section 118-240 (g) states that all debris, refuse, garbage, junk or similar materials shall be kept within tightly closed containers designed for such purposes. All containers should be stored within four (4) feet of your residence between scheduled days of pick-up. Please store the trash cans next to or inside your garage. Please have all refuse stored within an enclosed receptacle or removed from the property.

A follow-up inspection will be completed on or after December 31, 2019 and if the noted condition(s) have not been corrected, a compliance date will be established, and a $50 re-inspection fee will be charged to your property.

City Staff will routinely work with property owners to help resolve code violations as we are all working toward the same goal. If additional time is needed to correct the violation(s), an extension may be granted to complete the tasks necessary for compliance. All you need to do is call the number below.

If you have any questions or concerns, please do not hesitate to call the code enforcement office at 651-554-3216. You can also reach our department office at 651-554-3220.

Sincerely,

Derek Quade
Code Enforcement Officer
City of South St. Paul

Direct (651) 554-3216 • dquade@sspmn.org • Department (651) 554-3220 • Fax (651) 554-3211
EXHIBIT 18
### Property Card

**Parcel ID Number** 36-72850-20-309

### Owner Information

- **Fee Owner**
  - 1234 PROPERTIES LLC

- **Mailing Address**
  - 888 COUNTY RD D STE 211
  - NEW BRIGHTON MN 55112

### Property Address

- **Address**
  - 221 GRAND AVE W #309

- **Municipality**
  - SOUTH ST PAUL

### Parcel Information

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<tr>
<th>Last Qualified Sale</th>
<th>Sale Value</th>
<th>Uses</th>
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- **Plat** STOCKYARDS REARRANGEMENT
- **Lot and Block** 12 8
- **Tax Description** CIC #461 GRAND HILL CONDOMINIUM UNIT #309

### 2019 Building Characteristics (payable 2020)*

- **Building Type** CONDOMINIUM
- **Year Built** 1986
- **Bedrooms** 2

- **Building Style** ONE STORY
- **Foundation Sq Ft** 910
- **Bathrooms** 1.00

- **Frame** WOOD
- **Above Grade Sq Ft** 910
- **Garage Sq Ft**

- **Multiple Buildings**
- **Finished Sq Ft** 910
- **Other Garage**

### Miscellaneous Information

- **School District** 006
- **Watershed District** LOWER MISSISSIPPI RIVER
- **Homestead** NON HOMESTEAD
- **Green Acres**
- **Ag Preserve**
- **Open Space**

### Assessor Valuation

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
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### Property Tax Information

- **Net Tax (payable 2019)** $697.74
- **Special Assessments (2019)** $0.00
- **Total Tax & Assessments (2019)** $697.74

* Manufactured Homes Payable the Same Year as Assessment.

**Disclaimer:** Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Parcel data current as of 12/25/2019  Dakota County, MN  Page 1 of 1
EXHIBIT 19
INCIDENT INFORMATION

Charges/Citation:  
Incident Type: Other  
Start Date: 2019-07-19 11:11  
End Date:  
Reported Date: 2019-07-19 11:11  
Address: 221 GRAND Avenue APT 309  
SOUTH SAINT PAUL, MN 55075; US  
Parties Involved:  

Body Cam: Yes

OFFICER INFORMATION

Name: Dennis Brom  
Agency: South St. Paul  
Badge: 2144  
Role: Assisting  
Name: Derek Kruse  
Agency: South St. Paul  
Badge:  
Role: Primary

SYNOPSIS OF EVENTS

NARRATIVE

On July 19th, 2019, at 11:11 hours, I, along with Mental Health Coordinator Kalyn Bassett, responded to 221 Grand Ave W #309 to follow up with [REDACTED]. [REDACTED] had come to the police department on July 17th, 2019, with concerns about [REDACTED] roommate and living conditions. At that time, [REDACTED] was intoxicated, disheveled, not wearing shoes, and [REDACTED] clothes kept falling down. [REDACTED] was not a danger to [REDACTED] or others at the time.

[REDACTED] met MHC Bassett and I in the lobby of 221 Grand Ave W. [REDACTED] was carrying a large beer in a brown paper bag. I asked [REDACTED] if [REDACTED] still wanted to show us the apartment, to which [REDACTED] said [REDACTED] did. [REDACTED] entered the apartment and there were two individuals, a [REDACTED], unknown to [REDACTED], lying on the couch in the living room. Both appeared to be half-clothed and the [REDACTED] was lying on top of the [REDACTED] I observed the living room and kitchen to be extremely dirty, with garbage everywhere. There was dried and rotting food on the kitchen counter tops and other debris scattered on the floor. As we progressed to where [REDACTED] room was, I observed the sink in the bathroom to be clogged with a yellow liquid (possibly urine), the toilet was filthy, and garbage covered the floor. [REDACTED] room was covered in clothing and [REDACTED] bed had no bedding or pillows. The apartment overall appeared to be uninhabitable.

[REDACTED] returned to the hallway with MHC Bassett and I. As we spoke with [REDACTED] it was clear [REDACTED] was becoming increasingly paranoid and delusional. [REDACTED] also affirmed that [REDACTED] was not actively taking medication
and was self-medicating with alcohol. [REDACTED] believes that the roommate and support staff are "out to get [REDACTED]" and tampering with [REDACTED] medications.

Based on the above information, [REDACTED] was transported to Regions Hospital on a transport hold.

The Mental Health Unit will follow up.

Ofc. D. Kruse #2144

PARTIES INVOLVED

PERSON 1
Role(s): Mentioned, Patient
Last: [REDACTED]  First: [REDACTED]  Middle: [REDACTED]  Date of Birth: [REDACTED]
Residence: 221 Grand Avenue APT #309; South Saint Paul, MN 55075-2075; Dakota US
Cell Phone: [REDACTED]  Description:
EXHIBIT 20(a)
Minnesota Adult Abuse Reporting Center (MAARC)
VA-CEP Report

NOTE: Allegations and impacts to vulnerable adults identified in the MAARC report form are provided by mandated reporters for web reports and are selected by MAARC for phone reports based on reporter information in conjunction with MAARC policy.

LE: Yes; South St. Paul:
wmeserich@southstpaul.org;bwicke@southstpaul.org;poeffling@southstpaul.org;brosburg@sspmn.org

AP1= [REDACTED]
AP2= Unknown, Unknown- One Life Health Services

AP1 has been taking VA's Percocet 5mg for personal use. Unknown exact amount AP1 has taken from VA, but it was majority of the bottle. VA is running out of them. VA has asked for the pills back but AP1 has not returned them.

VA feels bullied and mistreated by AP1. AP1 has said VA needs to leave the crisis house as VA will be homeless if stays.

AP2 is billing for full 15 hours a week but AP2 is not seeing VA for the 15 hours. When VA told this to CADI Worker, VA's hours were reduced. AP2 called CADI Worker claiming VA wanted full 15 hours back which VA did not. AP2 is billing for 24/7 emergency care for VA even though there has been times when VA has been without electricity or an emergency care person available; one time VA tried to use emergency care the person who does the 24/7 care was at the airport going to New York, one was at a fashion show, and one was asleep and would not help.

AP1 and AP2 have told VA ____ will be homeless if VA does not keep with AP2 for services. VA has email from CADI Worker stating VA's ILS services are tied to ____ lease. VA was allowed to ask for another worker which VA did but was still keep sending AP1.

AP2 has been in process of moving clients from One Life Health to another company run by same people as AP2 as AP2 has lost their license.

AP2 called VA stating ___ had to let AP2 into the home for an inspection today at 11AM stating if VA did not allow them in ___ would "be on their own", VA told AP2 unless VA is there does not want AP2 in the home.

AP2 has left VA in the home without electricity for two days. There has been a couple months were there was no trash cans in the home so VA could not throw out trash; AP2 would not keep up on the snow care and VA would need to get outside help to get snow removed.

VA is currently in an crisis home, unknown discharge date for this.

Impact/Effection VA

Worsening physical or mental health
Describe effect to physical or mental health: VA has had serious mental/emotional distress, increase
Name of medical provider:
EXHIBIT 20(b)
Minnesota Adult Abuse Reporting Center (MAARC)

VA-CEP Report

DISCLOSURE: Prior to any disclosure refer to MN Stat. sec 13.02 and MN Stat. sec 626.557, Subd. 12b

NOTE: Allegations and impacts to vulnerable adults identified in the MAARC report form are provided by mandated reporters for web reports and are selected by MAARC for phone reports based on reporter information in conjunction with MAARC policy.

**Maltreatment Allegation Detail**

**Estimated date/time:** 05/24/2018 11:50 AM

**Is the maltreatment continuing?** Yes

**Location of Incident:** VA's home and Crisis Center

**County of Incident:** Dakota

**Description of Incident:**

LE: Yes- South St. Paul: wmesserich@southstpaul.org; bnicke@southstpaul.org; poebling@southstpaul.org; brosburg@sspmn.org

AP1= [redacted]
AP2= [redacted]

VA was in a crisis Facility until 05/24/2018. While VA was in Facility, AP1 would visit daily and threaten VA with losing home if did not leave the crisis center; VA has a history of homelessness so this impacted VA a lot.

AP1 has a history of touching VA's buttock and running finger down VA's butt crack. AP1 has also sent VA text messages of women having sex with women as well as texts of women having sex with men.

AP1 has taken an unknown amount of VA's Percocet.

AP2 has spoken to VA about use of Viagra. AP2 has also sent VA text messages with racist statements against white people.

VA's Case Manager will be calling One Life Health Services to "pause" VA's services for now. There is concern of retaliation for this action as well as for this report as VA's housing is tied to One Life providing services.

There is also concern for VA's safety as AP1 and AP2 have keys to VA's home; Reporter is worried for VA's physical safety once they learn of this report.

VA also stated to Reporter Facility has been over-billing Dakota County for services stating they are providing 15 hours of service to VA when they are not.
EXHIBIT 20(c)
Minnesota Adult Abuse Reporting Center (MAARC)

VA-CEP Report

DISCLOSURE: Prior to any disclosure refer to MN Stat. sec 13.02 and MN Stat. sec. 626.557, Subd. 12b

NOTE: Allegations and impacts to vulnerable adults identified in the MAARC report form are provided by mandated reporters for web reports and are selected by MAARC for phone reports based on reporter information in conjunction with MAARC policy.

_____ has taken _____ to ____ apartment, bought _____ an IPhone, and then uses guilt to get _____ to comply with certain things. An example is ____ had an inspection where the landlord was advised to give ____ a 24 hour notice before entering ____ apartment, and didn't. ____ forgot to tell _____ about the inspection and then used guilt to try and make _____ let the inspection carry on in a couple hours from the time _____ was notified.

_____ will cancel _____ ILS appointment and _____ still shows up at the apartment knocking, refers to _____ as my money, and will often just stay on the phone while _____ is there not doing the job _____ was hired for. I have noticed the change in _____ over the last month or so. _____ is more anxious than normal.

One life in general had to do a couple repairs in the apartment to make it safe. ____ is on a voucher for long term homelessness, and they complete an inspection each year. When ____ first moved in last year one life was told that the windows in the bedrooms needed to have locks on them for safety purposes. ____ showed me yesterday where that still has not been done even after several times of asking. ____ was told not to call the police or ____ would be at risk of losing ____ housing, and being homeless, but when ____ calls the 24 hour number no one responds like they are supposed to. ____ also told me on more than one occasion to not complain about staff or to staff about conditions in the apartment as ____ may be kicked out or homeless if ____ does.

One life staff are entering ____ apartment without permission, without knocking just letting themselves in. There is a tenant down stairs, and if ____ doesn’t answer the door they go through ____ apartment to get ____ to answer.

_____ has a lot of videos and text messages from One life staff, and a lot of knowledge from ____ venting about the company. I have asked ____ to forward those to me so I can show them as some proof of this.

Incident Provider: One Life health services
VA Provider:

Other
Unknown effect on the VA as a result of alleged maltreatment is suspected: Yes
EXHIBIT 20(d)
Minnesota Adult Abuse Reporting Center (MAARC)
VA-CEP Report

DISCLOSURE: Prior to any disclosure refer to MN Stat. sec 13.02 and MN Stat. sec. 626.557, Subd. 12b

NOTE: Allegations and Impacts to vulnerable adults identified in the MAARC report form are provided by mandated reporters for web reports and are selected by MAARC for phone reports based on reporter information in conjunction with MAARC policy.

Maltreatment/Allegation Detail

Estimated date/time: 09/01/2017 09:05 AM
Is the maltreatment continuing? Yes
Location of Incident: VA's home
County of Incident: Dakota
Facility/Provider:

Description of Incident:

LE - Yes:
wmessierich@southstpaul.org;bwicke@southstpaul.org;poeffling@southstpaul.org;brosburg@sspmn.org

VA moved into apartment in September 2017. When VA was moving in, AP advised VA not to call 911 unless there was a fire. AP gave VA a phone number for a 24 hour support line for emergencies. Reporter is concerned for VA as this is a safety risk. VA is scared to be evicted if VA calls 911.

Reporter gave previous report number 299325187.

Impact/Effect on VA

Physical, emotional, mental or sexual injury
Identify and describe injury: VA is scared
Treatment received?: No
Name of hospital or provider:
EXHIBIT 20(e)
also reiterated **concerns regarding** downstairs neighbor, **who continues to drink excessively** and OLHS is not taking action regarding complaints about **.

**then came to** apartment and was willing to speak with me about OLHS. **stated that** has been told by **not to contact police, as well as by all other OLHS staff.** **said they are told not to contact police as the landlord is concerned about getting rental violations.** **also states receives ILS services from OLHS but has not received ILS services for months.** **said are considered getting rid of ILS services, but they told them that if **did not use their ILS services they would evict.** **said ** is supposed to receive 6 hours a week. **said they are not willing to work with ** schedule or work weekends so they never show up.** **said the past OLHS has billed for ILS services, even though ** was not receiving any ILS services.

**said he called the OLHS emergency support line when ** had a medical emergency on 10-14-19 and they would not respond to the hospital, instead asked to check on **. ** also reported concerns of a tenant is a building that is involved in drug use and having people over at all times of the night. ** has reported this to OLHS and nothing has been done. ** said ** is supposed to be at the on-site staff at night, but staff is never present.

**also stated the maintenance of the building is awful as well. ** has been waiting for repairs for almost a year. ** stated the fire detector in the unit is non-operational and has not been replaced or fixed.

**provided me with a packet of documents regarding and OLHS. I noted two documents of interest. One document was a lease addendum that ** had signed for OLHS. It stated "No police calls for non-emergency services". This would correspond with the claims of ** and ** that OLHS has told them not to contact police. Another document of interest was a maltreatment report submitted to Dakota County Adult Protection and Minnesota Mental Health Ombudsman by ** on 10-25-15. The report documents numerous instances of physical and emotional acts of harm. In summary, there are multiple levels of conflict of interest, lack of boundaries, and creations of harm that ** and OLHS inflicted on numerous clients. Both documents are attached to this report.

While I was speaking with **, received a phone call from ** case manager, **, and I both spoke with him regarding some of the recent concerns ** was having with OLHS. ** told me that ** ILS hours were increased from 6 to 10 hours on 10-01-19, and that ** had expressed some concerns over not receiving 10 hours. ** said ** would send me a snapshot of the ILS hours billed for him. I later received an email stating that ** had been billed for 1082 units. ** stated it was not possible to see what OLHS was billing weekly, but rather would have to ask OLHS and compare their claims of hours worked with what ** stated. On 10-29-19 ** contacted me and stated that "whatever you've done is working", as OLHS staff have
EXHIBIT 20(f)
LEASE ADDENDUM FOR CRIME-FREE/DRUG-FREE HOUSING OR EQUIVALENT

In consideration of the execution or renewal of a lease of the dwelling unit identified in the Lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia. (MN Statute 152.692)

2. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.

3. Resident or members of the household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless or whether the individual engaging in such activity is a member of the household.

4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.

5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agent(s) or tenants.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease.

It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

MANAGEMENT

[Signature]

by: Alice Kegler

[Signature]

(Resident)

(Resident)

(Resident)
year that energy assistance (financial help from the government) may be available to pay for the gas, fuel oil, or electric bill. This notice shall include the toll-free telephone number of the agency which administers the energy assistance program.

36. ADDITIONAL TERMS.

Smoking only permitted outside & designated areas.

No loud music, television, radio or noise disturbance.

Illegal.

No drugs or alcohol abuse allowed.

Tenant will not allow other persons to reside at address without approval.

Tenant will not disturb other residents or violate their rights.

Landlord and Tenant agree to the terms of this Lease.

LANDLORD: [Signature] Date: 7/17/2014

TENANTS: [Signature] Date: 8/4/11

RECEIPT BY TENANT(S)

I have received a signed original or copy of this Lease.

TENANTS:

[Signature] Date: 8/4/11

[Signature] Date: 8/4/11

[Signature] Date: 8/4/11

[Signature] Date: 8/4/11
36. ADDITIONAL TERMS.

Tenant must sign City's Crime Free Addendum.

No dogs, violence or loud music.
No police calls for non-emergency services.

Landlord and Tenant agree to the terms of this Lease.

LANDLORD: [Signature] Date 2/1/16

TENANTS: [Signature] Date 2/1/16

RECEIPT BY TENANT(S)
I have received a signed original or copy of this lease.

TENANTS:

[Signature] Date: 2/1/16

Date: Date:
EXHIBIT 21
**Property Card**

**Parcel ID Number**: 36-32550-11-080

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<tr>
<th>Owner Information</th>
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<tbody>
<tr>
<td><strong>Contract Purchaser</strong></td>
<td>SKYLINE RENTALS LLC</td>
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<tr>
<td><strong>Mailing Address</strong></td>
<td>2514 GOLF RD STE 3</td>
</tr>
<tr>
<td>EAU CLAIRE WI 54701</td>
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<table>
<thead>
<tr>
<th>Property Address</th>
<th></th>
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<tbody>
<tr>
<td><strong>Address</strong></td>
<td>227 4TH AVE S</td>
</tr>
<tr>
<td><strong>Municipality</strong></td>
<td>SOUTH ST PAUL</td>
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<tr>
<th>Parcel Information</th>
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<tr>
<td><strong>Last Qualified Sale</strong></td>
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<td><strong>Sale Value</strong></td>
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<td><strong>Water Acres</strong></td>
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<tr>
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<td>HEPBURN PARK</td>
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<tr>
<td><strong>Lot and Block</strong></td>
<td>8 11</td>
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<tr>
<td><strong>Tax Description</strong></td>
<td>S 1/2 OF LOT 7 BLK 11 &amp; ALL OF</td>
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<tr>
<th>2019 Building Characteristics (payable 2020)*</th>
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<td><strong>Building Type</strong></td>
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<td><strong>Bedrooms</strong></td>
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<td><strong>Bathrooms</strong></td>
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<td><strong>Frame</strong></td>
<td>WOOD</td>
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<td><strong>Garage Sq Ft</strong></td>
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<td><strong>Homestead</strong></td>
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<td><strong>Green Acres</strong></td>
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* Manufactured Homes Payable the Same Year as Assessment.

**Disclaimer**: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.
INCIDENT
South St. Paul - Investigations
125 3rd Ave. N.
South St. Paul, MN 55075
Telephone: 651-554-3300

EXHIBIT 22
Case Number: 19002938
Title: Neglect

INCIDENT INFORMATION

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<thead>
<tr>
<th>Charges/Citation:</th>
<th>Address: 227 4th Avenue</th>
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<tr>
<td>Incident Type: Neglect/Maltreatment of Vulnerable</td>
<td>Parties Involved:</td>
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<tr>
<td>Start Date: Adult</td>
<td></td>
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<tr>
<td>End Date: 2019-09-24 12:31</td>
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<td>Reported Date: 2019-09-24 12:31</td>
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Photos: Yes
Body Cam: Yes

OFFICER INFORMATION

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<tr>
<th>Name</th>
<th>Agency</th>
<th>Badge</th>
<th>Role</th>
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<tbody>
<tr>
<td>Jessica Fuchs</td>
<td>South St. Paul</td>
<td>2146</td>
<td>Primary</td>
</tr>
<tr>
<td>Chad Schmitz</td>
<td>South St. Paul</td>
<td>2123</td>
<td>Assisting</td>
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SYNOPSIS OF EVENTS

NARRATIVE

On September 24th, 2019, at 1231 hours, officers were dispatched to 227 4th Ave S #3 in regards to a dispute. Call comments stated [redacted] "roommate", [redacted] was not taking care of [redacted] dog, sleeping for 4 days, and was using drugs.

I, along with Mental Health Coordinator Kalyn Bassett, responded to the address to assist. As I walked through the door to the apartment I was immediately struck by a swarm of flies and gnats. There was junk items on the stairs leading up to the foyer of the apartment. Once I entered the foyer of the apartment there was more junk covering most of the foyer floor. I observed two doors to my right and noticed they consisted of flimsy, cardboard like material with holes punched through them. The "guest" room was completely packed with junk items and garbage. It was not possible to even enter the room. [redacted] bedroom was covered in garbage, kitty litter, and cat feces. There was also junk all over the floor. I then looked at the bathroom and discovered the sink and toiler were covered in a film of grime.

In order to get into the living room and kitchen I had to go through a curtain that was nailed to the wall. The living room and kitchen were also packed full of junk and the floor was covered in dirt and garbage. There was also feces on the living room carpet. As with the rest of the house, there were flies and gnats everywhere. The kitchen counter was covered in grime and dirt and the sink was full of dirty dishes. The oven had pans with
rotten food on them and garbage on the floor. The fridge did not contain any food and also had dirt and other grime inside.

I returned to the foyer and observed a door to stairs that led to an upper portion of the unit. As I opened the door there were even more flies and gnats. On the stairs were several pots and pans filled with rotten food. I walked up the stairs and observed three rooms with garbage all over the floor. I also located a closet that was completely filled with garbage.

I spoke with [REDACTED] who told me that [REDACTED] could stay with them for a period of time. [REDACTED] stated [REDACTED] was homeless and did not have anywhere else to go. [REDACTED] was initially very aggressive with police but calmed down over time. [REDACTED] removed property from the apartment and was provided transportation to 438 6th Ave S. Once [REDACTED] was there, [REDACTED] stated [REDACTED] had numerous bites on [REDACTED] legs and buttocks from staying at 227 4th Ave S #3.

I spoke with [REDACTED] and [REDACTED] said [REDACTED] could stay with them if [REDACTED] paid them money in rent, which they never received. [REDACTED] also stated [REDACTED] was not taking care of the dog and was using drugs and sleeping all day. [REDACTED] said [REDACTED] had been "overdosing daily" on drugs. [REDACTED] said only [REDACTED] and [REDACTED] are supposed to be staying in the apartment but let [REDACTED] stay on the condition that [REDACTED] pay them. [REDACTED] said [REDACTED] had not paid them and could not stay at the apartment anymore. [REDACTED] said [REDACTED] receives services from One Life Health Services and is supposed to receive 10 hours of ILS support but only receives 1 hour a week. [REDACTED] both stated One Life Health Services told them not to contact the police if they have any issues but to contact the emergency support line. [REDACTED] also stated that [REDACTED] and [REDACTED] are looking for alternative housing, but if One Life Health Services hear they are looking to me, they threaten to file a 24 hour eviction against them.

On September 25th, 2019, I received a phone call from [REDACTED] stated they were being harassed by One Life Health Services, with staff constantly banging on the door trying to enter the apartment. [REDACTED] said these disturbances were causing [REDACTED] mental distress. I told [REDACTED] to contact police if the disturbances continue to occur.

Photographs of the apartment were taken and provided to the City Clerk and City Building Inspector. A MAARC report was filed in regards to [REDACTED] living condition.

This report will be forwarded to the city attorney and Minnesota DHS licensing.

Ofc. D. Kruse #2144

PARTIES INVOLVED
PERSON 1
Role(s): Mentioned

PERSON 2
Role(s): Mentioned

PERSON 3
Role(s): Mentioned
EXHIBIT 23
Minneapolis Adult Abuse Reporting Center (MAARC)
VA-CEP Report

Disclosure: Prior to any disclosures refer to MN Stat. Sec 13.02 and MN Stat. Sec. 626.557, Subd. 12b

NOTE: Allegations and impacts to vulnerable adults identified in the MAARC report form are provided by mandated reporters for web reports and are selected by MAARC for phone reports based on reporter information in conjunction with MAARC policy.

Maltreatment Allegation Detail

Estimated date/time: 04/05/2018 04:02 PM
Is the maltreatment continuing? Yes
Location of Incident: VA's home
County of Incident: Ramsey
Facility/Provider:

Description of Incident:

LE: Ramsey County Sheriff's Office @
mike.norstrom@co.ramsey.mn.us;jean.buckner@co.ramsey.mn.us;brenda.brozo@co.ramsey.mn.us;dan.egg
ers@co.ramsey.mn.us;corinn.jimenez@co.ramsey.mn.us;jessica.ohern@co.ramsey.mn.us;jason.matby@co.r
amsey.mn.us;molly.casanova@co.ramsey.mn.us;sabrina.grae@co.ramsey.mn.us;taia.nlx@co.ramsey.mn.us

AP1: Facility Staff

AP2: Staff [Masked]

Maltreatment over the past 2 to 3 months.

VA is afraid of retaliation, any investigator please proceed with caution with VA identity. Reporter states VA says as follows, "I am fearful of rocking the boat, and they will take away my housing."

AP2 talks aggressively towards VA. AP2's tone of voice makes VA cower, "like a dog with its tail between its legs". AP1 also tend to sound more aggressive towards VA and swear at [Masked]

When VA first arrived at home, there was moldy food and the fridge was filled with mold.

There have been mice spotted in VA's home. Exterminators came in and AP1 assisted in pulling out all of VA's things out of drawers and making a mess of the home, and leaving. A mess and search were unnecessary because VA could clearly see a hole next to [Masked] stove, made by mice.

VA is concerned about privacy and how you can see through the doorknob of the entry door. VA does not wish to be taken places by AP1, because it always turns into a group trip. VA likes to have [Masked] privacy.

VA was informed [Masked] would be getting a new roommate who likes to drink. VA is upset [Masked] has yet to receive a written notice of new roommates arrival.
EXHIBIT 24
December 6, 2019

Skyline Rentals, LLC
Attn: Jonathan Metz
2514 Golf Road, Suite 3
Eau Claire, WI 54701

RE: VIOLATION OF CITY CODE, SECTION 106-242 – 3RD VIOLATION

This letter is intended to notify you that the residential Rental Dwelling Unit within the property licensed by you at 2274th Avenue South, Unit #3 is being used in a disorderly manner.

As you may already know, it is the responsibility of the Licensee to assure that persons occupying a Rental Dwelling Unit conduct themselves and cause their guests to conduct themselves in such a manner as not to cause the Rental Dwelling or Rental Dwelling Unit to be disorderly by reason of any of the activities listed in Section 106-242.

The police responded to the above address on November 28, 2019 to handle a call involving an Ordinance Violation. Such violation is identified in Section 106-242 as being a licensed premise that is used in a disorderly manner.

We ask that you take steps to prevent further violations. This is the third violation within a twelve month period, A $500.00 administrative citation will be issued. Subsequent violations will require additional action be taken by you and continuing violations could possibly result in the license for that Rental Dwelling or the Rental Dwelling Unit being denied, revoked or suspended pursuant to Section 106-244 as well as additional administration citations to be issued.

The Community Engagement Unit at the South St. Paul Police Department is here to support you. If we can be of assistance in mutually resolving a conflict, please contact us. We have a Community Engagement Officer committed to working with landlords and tenants in the city of South St. Paul, as well as a Mental Health Coordinator from Dakota County Social Services and an Outreach Advocate from 360 Communities. Please let us know if we can be of assistance.

CITY OF SOUTH SAINT PAUL

Officer Derek Kruse #2144
125 3rd Ave North
South St. Paul, MN 55075
dkruse@southstpaul.org
651-554-3314

South St. Paul, MN 55075 • (651) 554-3284 • Fax (651) 554-3201
Printed on Recycled Paper, 30% Post-Consumer
November 25, 2019

Skyline Rentals, LLC
Attn: Jonathan Metz
2514 Golf Road, Suite 3
Eau Claire, WI 54701

RE: VIOLATION OF CITY CODE, SECTION 106-242 – 2ND VIOLATION

This letter is intended to notify you that the residential Rental Dwelling Unit within the property licensed by you at 227 4th Avenue South, Unit #3 is being used in a disorderly manner.

As you may already know, it is the responsibility of the Licensee to assure that persons occupying a Rental Dwelling Unit conduct themselves and cause their guests to conduct themselves in such a manner as not to cause the Rental Dwelling or Rental Dwelling Unit to be disorderly by reason of any of the activities listed in Section 106-242.

The police responded to the above address on November 21st, 2019 to handle a call involving an Ordinance Violation. Such violation is identified in Section 106-242 as being a licensed premise that is used in a disorderly manner.

We ask that you take steps to prevent further violations. This is the second violation within a three month period. A $500.00 administrative citation will be issued. Subsequent violations will require additional action be taken by you and continuing violations could possibly result in the license for that Rental Dwelling or the Rental Dwelling Unit being denied, revoked or suspended pursuant to Section 106-244 as well as additional administration citations to be issued.

The Community Engagement Unit at the South St. Paul Police Department is here to support you. If we can be of assistance in mutually resolving a conflict, please contact us. We have a Community Engagement Officer committed to working with landlords and tenants in the city of South St. Paul, as well as a Mental Health Coordinator from Dakota County Social Services and an Outreach Advocate from 360 Communities. Please let us know if we can be of assistance.

CITY OF SOUTH SAINT PAUL

Officer Derek Kruse #2144
125 3rd Ave North
South St. Paul, MN 55075
dkruse@southstpaul.org
651-554-3314
September 27, 2019

Skyline Rentals, LLC
Attn: Jonathan Metz
2514 Golf Road, Suite 3
Eau Claire, WI 54701

RE: VIOLATION OF CITY CODE, SECTION 106-242

This letter is intended to notify you that the residential Rental Dwelling Unit within the property licensed by you at 227 4th Avenue South, Unit #3 is being used in a disorderly manner.

As you may already know, it is the responsibility of the Licensee to assure that persons occupying a Rental Dwelling Unit conduct themselves and cause their guests to conduct themselves in such a manner as not to cause the Rental Dwelling or Rental Dwelling Unit to be disorderly by reason of any of the activities listed in Section 106-242.

The police responded to the above address on September 26th, 2019 to handle a call involving an Ordinance Violation. Such violation is identified in Section 106-242 as being a licensed premise that is used in a disorderly manner.

We ask that you take steps to prevent further violations. Should another disorderly incident occur within three months of this incident, a $500.00 administration citation will be issued. Subsequent violations will require additional action be taken by you and continuing violations could possibly result in the license for that Rental Dwelling or the Rental Dwelling Unit being denied, revoked or suspended pursuant to Section 106-244 as well as additional administration citations to be issued.

The Community Engagement Unit at the South St. Paul Police Department is here to support you. If we can be of assistance in mutually resolving a conflict, please contact us. We have a Community Engagement Officer committed to working with landlords and tenants in the city of South St. Paul, as well as a Mental Health Coordinator from Dakota County Social Services and an Outreach Advocate from 360 Communities. Please let us know if we can be of assistance.

CITY OF SOUTH SAINT PAUL

Officer Derek Kruse #2144
125 3rd Ave North
South St. Paul, MN 55075
dkruse@southstpaul.org
651-554-3314
**Property Card**

<table>
<thead>
<tr>
<th>Owner Information</th>
<th>Parcel ID Number</th>
<th>36-64300-15-190</th>
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<tbody>
<tr>
<td>Fee Owner</td>
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<td></td>
</tr>
<tr>
<td>SKYLINE RENTALS LLC</td>
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<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2514 GOLF RD STE 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EAU CLAIRE WI 54701</td>
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<table>
<thead>
<tr>
<th>Property Address</th>
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<tbody>
<tr>
<td>Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>448 1ST AVE S</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Municipality</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOUTH ST PAUL</td>
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<table>
<thead>
<tr>
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<tr>
<td>Uses</td>
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<td>Total Acres</td>
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<td>R/W Acres</td>
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<tr>
<td>Water Acres</td>
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</tr>
<tr>
<td>Plat</td>
<td>RIVERSIDE PARK ADDITION</td>
<td></td>
</tr>
<tr>
<td>Lot and Block</td>
<td>19 15</td>
<td></td>
</tr>
<tr>
<td>Tax Description</td>
<td>ALL OF LOTS 18 &amp;</td>
<td></td>
</tr>
</tbody>
</table>

| 2019 Building Characteristics (payable 2020)* |                  |                 |
| Building Type     | DUPLEX           |                 |
| Year Built        | 1907             |                 |
| Building Style    | TWO STORY        |                 |
| Foundation Sq Ft  | 1,019            |                 |
| Bathrooms         | 3.00             |                 |
| Frame             | WOOD             |                 |
| Above Grade Sq Ft | 1,963            |                 |
| Garage Sq Ft      | 484              |                 |
| Multiple Buildings|                 |                 |
| Finished Sq Ft    | 1,963            |                 |
| Other Garage      |                 |                 |

| Miscellaneous Information |                  |                 |
| School District         | 006              |                 |
| Watershed District      | LOWER MISSISSIPPI RIVER |       |
| Homestead               | NON HOMESTEAD    |                 |
| Green Acres             |                 |                 |
| Ag Preserve             |                 |                 |
| Open Space              |                 |                 |

| Assessor Valuation |                  |                 |
|                    | Taxable          | Estimated       |
| 2019 Land Values   | $49,400.00       | $49,400.00      |
| 2019 Building Values (payable 2020)* | $167,500.00 | $167,500.00 |
| 2019 Total Values  | $216,900.00      | $216,900.00     |
| 2018 Total Values (payable 2019)* | $185,200.00 | $185,200.00 |

| Property Tax Information |                  |                 |
| Net Tax (payable 2019)  | $3,267.04        |                 |
| Special Assessments (2019) | $0.00        |                 |
| Total Tax & Assessments (2019) | $3,267.04 |                 |

* Manufactured Homes Payable the Same Year as Assessment.

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Parcel data current as of 12/25/2019

Dakota County, MN

Page 1 of 1
INCIDENT
South St. Paul
125 3rd Ave. N.
South St. Paul, MN 55075
Telephone: 651-554-3300

EXHIBIT 26
Case Number: 19001086
Title: WEAPONS

INCIDENT INFORMATION

Charges/Citation: 609.72.1(3) (citation# 190619900899) 455 Concord Street S
Address: South St. Paul, MN 55075; Dakota US

Incident Type: Disorderly Conduct
Start Date: 2019-04-16 01:59
End Date:
Reported Date: 2019-04-16 01:59

Squad Video: Yes (Squad # 2150, 2161)

Statements: Yes

OFFICER INFORMATION

Name                  Agency      Badge      Role
Jered Deal            South St. Paul 2143      Assisting
Lucas Atzmiller       South St. Paul 3628      Assisting
Maxwell Pung          South St. Paul 3644      Assisting
Matthew Case          South St. Paul 2142      Primary

SYNOPSIS OF EVENTS

Report of a suspect insinuating that a suspect had a gun to customers inside of Kwik Trip. Victim's left prior to officers arrival, and no contact information available. No gun found on suspect. No gun seen by anyone in the store. Cited for disorderly conduct, and allowed to leave area. Verbally trespassed from store.

NARRATIVE

On 4-16-19 at approximately 0159 hours, Officer Deal and I, Officer Case, were dispatched to 455 Concord St S (Kwik Trip) reference a weapons call. The reporting party told dispatch that a suspect was implying to customers that he had a gun, but no one has seen a gun up to that point. The suspect was described as a suspect wearing a green shirt with beats headphones on. The reporting party advised the suspect was leaving the store as officers arrived to the area. Officers responded with emergency lights and siren activated due to the nature of the call. My squad camera and body microphone were activated throughout the duration of the call.

Upon arrival, Officer Deal and I contacted the suspect near the intersection of Concord St S and Armour Ave. The suspect matched the physical description provided by the reporting party. Due to the information that the suspect was possibly armed with a gun, officers ordered the suspect to the ground at gunpoint. The suspect later identified as was slow to comply, but eventually got into a prone position on the ground per officers instructions. Inver Grove Officers Pung and Atzmiller arrived on scene to assist. was detained with handcuffs without incident, and placed in the backseat of squad #2150. No gun was located on or near the scene.
I went inside and spoke with the reporting party, stated that the suspect got into some sort of verbal altercation with a [redacted] inside of the store. stated that the got irritated to a point that opened a zipper sweatshirt, and pulled one half aside while facing the [redacted] and stated "I'll blow your head off." believed that the [redacted] had a gun, and was saying that [redacted] would shoot the other [redacted] called the police, and a short time later the [redacted] left the store. [redacted] stated that at some point during the altercation the [redacted] friend came inside of the store and [redacted] [redacted] stated that when the [redacted] and his friend saw on the phone, they asked [redacted] was calling the police. [redacted] acknowledged was calling the police and stated "we don't like the police", and left the store. [redacted] did not get a plate, and did not have any identifying information for the possible victim. The [redacted] paid for items at the store with cash. [redacted] stated [redacted] was alarmed that the [redacted] have a gun, and was concerned that [redacted] may shoot someone. See recording for further details.

I was unable to determine any possible victim information regarding the [redacted].

I activated my recorder, and read the Miranda Warning verbatim from a card. understood and did not wish to speak with me. I advised the reason was detained at gun point, and understood. I advised that I was going to be issuing a citation for disorderly conduct, and was trespassed from Kwik Trip. I issued a citation (190819000999) for disorderly conduct, and was released from the scene. It should be noted, my recording with [redacted] failed, but statement was captured on my squad camera and body microphone.

I provided information to Kwik Trip for trespassing purposes.

Officer M. Case #2142

Attached: Use of Force Form

PARTIES INVOLVED

PERSON 1

Role(s): Cited
INCIDENT

South St. Paul
125 3rd Ave. N.
South St. Paul, MN 55075
Telephone: 651-554-3380

Case Number: 19001086
Title: WEAPONS

CHARGES/ORDINANCES
Type: Statute
Charge: 609.72.1(3)
Level: Misdemeanor
UOC:
Enh. Factor:
Citation #: 190619900899
Description: Disorderly Conduct - Offensive/Abusive/Boisterous/Noisy/Obscene

PERSON 2
Role(s): ReportingPerson

EMPLOYMENT INFORMATION
Name: Kwik Trip
Occupation: Clerk
Address: 455 Concord Street N; South St. Paul, MN 55075; Dakota US
Address Type
SERVICE/GAS STATION
**INCIDENT INFORMATION**

| Charges/Citation: | 609.72.1(3) (citation# 190619901183) | Address: | 440 1st Avenue S  
| South St. Paul, MN 55075;  
| Dakota US |
| Incident Type: | DNR Violations | Parties Involved: |
| Start Date: | 2019-06-05 18:31 | |
| End Date: | 2019-06-05 18:31 | |
| Reported Date: | 2019-06-05 18:31 | |
| Body Cam: | Yes | Statements: |
| Yes | |

**OFFICER INFORMATION**

| Name | Agency | Badge | Role |
| Charles Gelhaye | South St. Paul | 2138 | Assisting |
| Jon Weight | South St. Paul | 2124 | Primary |

**SYNOPSIS OF EVENTS**

Adult [redacted] threatened to get a knife and stab [redacted] neighbor, but a knife was never seen.

**NARRATIVE**

On 6-5-19 at about 1836 hours, Officer Gelhaye and I responded to 440 1st Avenue South for a disturbance.

The reporting person, [redacted], advised dispatch that the [redacted] neighbor threatened to get a knife and stab [redacted]. [redacted] described the neighbor as being black and wearing a headphone. Responding Officers recognized the [redacted] from multiple other calls involving [redacted].

Upon arrival, Officers made contact with [redacted] at the back door of 448 1st Avenue South. Officer Gelhaye spoke with [redacted] while I went next door to speak with [redacted]. I activated my audio recorder and obtained a statement from [redacted]. [redacted] arrived home from work and could hear someone in the back yard of 448 swearing and yelling. [redacted] said that [redacted] thought the [redacted] was talking to [redacted], so I asked what was wrong. The [redacted] responded asking what [redacted] was looking at. [redacted] said "excuse me" and the [redacted] responded by saying "I'll stab you". The [redacted] then dropped [redacted] belongings and ran in the house. I told me that [redacted] was startled by what [redacted] said to [redacted] and the [redacted] kids, who were inside, are also afraid of [redacted] did not want charges against [redacted] for assault, but wanted something done.

[redacted] told Officer Gelhaye that [redacted] was the one who started the interaction. [redacted] denied ever threatening to stab anyone. [redacted] would not provide Officer Gelhaye with a formal statement.
INCIDENT
South St. Paul - Patrol
125 3rd Ave. N.
South St. Paul, MN 55075
Telephone: 651-554-3300

Case Number: 19001662
Title: Disorderly Conduct

It should be noted that Officers have dealt with [Redacted] multiple times in the past in regards to [Redacted] threatening to shoot or stab people.

Based on the information provided [Redacted] was cited for disorderly conduct and released at the scene.

Officer J. Weight #2124

PARTIES INVOLVED

PERSON 1
Role(s): Suspect, Cited

CHARGES/ORDINANCES
Type: Statute
Level: Misdemeanor
Citation #: 190619901183
Description: Disorderly Conduct - Offensive/Abusive/Boisterous/Noisy/Obscene

PERSON 2
Role(s): Victim

Enh. Factor:

UOC:
INCIDENT INFORMATION

Charges/Citation:  
Address: 445 2nd Avenue S  
South St. Paul, MN 55075  

Incident Type: Other  
Start Date: 2019-06-18 14:53  
End Date: 2019-06-18 14:53  
Reported Date: 2019-06-18 14:53

PARTIES INVOLVED:  

OFFICER INFORMATION

Name  
Randolph Boyden  
David Greengo  

Agency  
South St. Paul  
South St. Paul

Badge  
2135  
2104

Role  
Primary  
Assisting

SYNOPSIS OF EVENTS
MENTAL HEALTH

NARRATIVE

On 2019-06-18 officers responded to a disturbance at 445 2nd Avenue S. A male had been yelling at a parked in the parking lot and banged on the hood of vehicle with hand (no damage).

Upon arrival, we were directed to 448 1st Avenue where the lived. We made contact with and staff members. did not remember yelling or hitting the hood with fists. Staff confirmed had not been taking meds properly and behavior becomes less predictable. and staff were advised that was trespassed from Croation Hall and would be receiving a letter.

Officer R. Boyden #2135

PARTIES INVOLVED

PERSON 1

Role(s): Suspect

Residence Type: GROUP HOME
Residence Description: One Life Health
Cell Phone: (651) 274-0037

PERSON 2

Association(s):

VEHICLES INVOLVED

VEHICLE 1

Role(s): Involved

Case Number: 19001816
Title: MENTAL HEALTH/CRISIS
INCIDENT INFORMATION

Charges/Citation: 609.72.1(3) (citation# 190619901421)  
Address: 505 7th Avenue S  
Incident Type: Other  
Start Date: 2019-07-12 10:25  
End Date: 2019-07-12 11:10  
Reported Date: 2019-07-12 10:25  
Parties Involved:  

Squad Video: Yes (Squad # 2159)  
Body Cam: Yes  

OFFICER INFORMATION

Name          Agency          Badge          Role  
---           ---             ---          ---  
Todd Waters   South St. Paul  2127          Primary  
Simo Peinovich South St. Paul  2145          Assisting  

SYNOPSIS OF EVENTS

Cited for disorderly conduct after going down middle of the street loudly swearing and making threats to homeowners near bus stop.

NARRATIVE

On 7-12-2019 at approximately 1025 hours, Officer Waters and I were dispatched to a disturbance at 505 7th Avenue S. The caller, [REDACTED], stated that there was an [REDACTED] in [REDACTED] yard, who was threatening and not leaving when [REDACTED] told him to.

When officers arrived, we found [REDACTED] standing out by the bus stop in front of 505 7th Ave S. When I began asking what was going on, [REDACTED] stated that he was walking to the bus stop on the corner where [REDACTED] and [REDACTED] began arguing. [REDACTED] stated that [REDACTED] told him to “shut the fuck up”, which prompted [REDACTED] to respond with own profanity. The situation never got physical, but [REDACTED] stated they were arguing loudly.

I then went to speak with [REDACTED], who stated that first noticed walking down 5th Street, loudly yelling and swearing to the point where it caused them to go out of house to see what was going on. [REDACTED] then stated when [REDACTED] confronted about the loud swearing and obnoxious behavior, that [REDACTED] began swearing at [REDACTED] and saying he would “fuck [REDACTED] up”. [REDACTED] stated that this isn’t the first time and family have had issues with bus stop patrons, but that this time it escalated further than it ever has.
After speaking with both parties and conferring with Officer Waters, it was determined that [Redacted] would be cited for disorderly conduct as a result of [Redacted] offensive and obnoxious behavior. After writing the citation for [Redacted] I provided [Redacted] with a ride to the Holiday gas station in West St Paul, which was the intended location from the bus stop in the first place. [Redacted] was then advised to use a different bus stop than the one on the 500B of 7th Ave from now on, to which [Redacted] agreed immediately.

The citation number can be found attached to this report.

Pelovich #2145

PARTIES INVOLVED

PERSON 1
Role(s): Suspect, Cited

CHARGES/ORDINANCES
Type: Statute
Level: Misdemeanor
Charge: 609.72.1(3)
UOC: Enh. Factor:

Citation #: 190619901421
Description: Disorderly Conduct - Offensive/Abusive/Boisterous/Noisy/Obscene

PERSON 2
Role(s): Reporting Person, Complainant
[1] on the corner yelling

[2] bm bsh head w/ a gray hood, grey pants

[3] no weapons seen

[4] ulm drinking or drugs

[5] ulm what is yelling about

[6] sp and just hear random cursing and ranting

[7] sp said this is an on-going issue with the [redacted]

[8] said everytime [redacted] at this intersection [redacted] tills

[9] sp said [redacted] is waiting for a bus

[10] Response NHE/GW
    TC: D4M10.00002129 20190911 18:29:52 5346005294
    FRED: N80521-03732007 20190911 18:29:51 5346005288
    (N035430029882GW 00006000

    HAMIDDOU, KAY\R SUPERIOR WANTED MULTIPLE FELONY RECORDS REGARDLESS OF
    EXTRADITION AND MISDEMEANOR RECORDS INDICATING POSSIBLE INTERSTATE
    EXTRADITION FROM THE INQUIRING AGENCY'S LOCATION. ALL OTHER NCIC PERSONS
    FILES ARE SEARCHED WITHOUT LIMITATIONS.

[12] 2124 - east BWC


Report: 09/12/2019 8:30 AM (Incident Information may continue on next page...)
South St. Paul Police Department
Rental Property - Briefing Report

Date Range: 09/20/2019 07:00:00 AM - 10/01/2019 07:00:00 AM
Total # of events: 18

316 1st Ave S

CAD #: 20190920-0002270
09/20/2019 16:12:11
Arrest, 26th St
Suspicious Activity: 446 1st Ave S

DISPOSITION: Assisted-DLS
LOCATION: RENTAL PROPERTY - MVC (0203/1476)

1) WALKING SB - JEANS, BLUE TSHIRT, BM

2) THREATENED COMP BAC IS GOING TO BEAT UP

3) OCCURED BECAUSE WAS SCREAMING AND COMP CONFRONTED ON THAT

4) THREATENED TO KILL COMP, THINK IS ON DRUGS

5) 25-35YO, GOATEE

6) CURRENTLY AT 430 S STILL SB

7) COMP IS GOING TO GO BACK HOME AND NOT KEEP EYES ON ANY LONGER

8) Secondary Location for D2124: RENTAL PROPERTY (CD:0293286), 446 1ST AVE S, SOUTH ST PAUL, MN 55076.

9) mkt, 2124, SWC

10) 2124 - behavior and description much but we were not able to locate anyone in the area. Checked 446 1st for but did not get an answer at the door. I talked with the RP who did not want anything done criminally. Just wanted for checked on. SWC

Report Run: 10/01/2019 7:03 AM

(Incident information may continue on next page...)
November 8th, 2019

Skyline Rentals, LLC
Attn: Jonathan & Jody Metz
2514 Golf Road, Suite 3
Eau Claire, WI 54701

RE: VIOLATION OF CITY CODE, SECTION 106-242 – MULTIPLE VIOLATIONS

This letter is intended to notify you that the residential Rental Dwelling Unit within the property licensed by you at 448 1st Avenue South, Unit #1 is being used in a disorderly manner.

As you may already know, it is the responsibility of the Licensee to assure that persons occupying a Rental Dwelling Unit conduct themselves and cause their guests to conduct themselves in such a manner as not to cause the Rental Dwelling or Rental Dwelling Unit to be disorderly by reason of any of the activities listed in Section 106-242.

The police responded to the above address on 6/17/19, 6/18/19, 7/12/19, 9/11/19, and 9/21/19 to handle calls involving an Ordinance Violation. Such violations are identified in Section 106-242 as being a licensed premise that is used in a disorderly manner.

We ask that you take steps to prevent further violations. An administrative citation will be issued. Subsequent violations will require additional action be taken by you and continuing violations could possibly result in the license for that Rental Dwelling or the Rental Dwelling Unit being denied, revoked or suspended pursuant to Section 106-244 as well as additional administration citations to be issued.

The Community Engagement Unit at the South St. Paul Police Department is here to support you. If we can be of assistance in mutually resolving a conflict, please contact us. We have a Community Engagement Officer committed to working with landlords and tenants in the city of South St. Paul, as well as a Mental Health Coordinator from Dakota County Social Services and an Outreach Advocate from 360 Communities. Please let us know if we can be of assistance.

CITY OF SOUTH SAINT PAUL

Officer Derek Kruse #2144
125 3rd Ave North
South St. Paul, MN 55075
dkruse@southstpaul.org
651-554-3314
October 1st, 2019

Skyline Rentals, LLC
Attn: Jonathan & Jody Metz
2514 Golf Road, Suite 3
Eau Claire, WI 54701

RE: VIOLATION OF CITY CODE, SECTION 106-242

This letter is intended to notify you that the residential Rental Dwelling Unit within the property licensed by you at 448 1st Avenue South, Unit #1 is being used in a disorderly manner.

As you may already know, it is the responsibility of the Licensee to assure that persons occupying a Rental Dwelling Unit conduct themselves and cause their guests to conduct themselves in such a manner as not to cause the Rental Dwelling or Rental Dwelling Unit to be disorderly by reason of any of the activities listed in Section 106-242.

The police responded to the above address on September 30th, 2019 to handle a call involving an Ordinance Violation. Such violation is identified in Section 106-242 as being a licensed premise that is used in a disorderly manner.

We ask that you take steps to prevent further violations. Should another disorderly incident occur within three months of this incident, a $500.00 administration citation will be issued. Subsequent violations will require additional action be taken by you and continuing violations could possibly result in the license for that Rental Dwelling or the Rental Dwelling Unit being denied, revoked or suspended pursuant to Section 106-244 as well as additional administration citations to be issued.

The Community Engagement Unit at the South St. Paul Police Department is here to support you. If we can be of assistance in mutually resolving a conflict, please contact us. We have a Community Engagement Officer committed to working with landlords and tenants in the city of South St. Paul, as well as a Mental Health Coordinator from Dakota County Social Services and an Outreach Advocate from 360 Communities. Please let us know if we can be of assistance.

CITY OF SOUTH SAINT PAUL

Officer Derek Kruse #2144
125 3rd Ave North
South St. Paul, MN 55075
dkruse@southstpaul.org
651-554-3314
June 6th, 2019

Skyline Rentals, LLC  
2514 Golf Road, Suite 3  
Eau Claire, WI  54701

RE: VIOLATION OF CITY CODE, SECTION 106-242

This letter is intended to notify you that the residential Rental Dwelling Unit within the property licensed by you at 448 1st Avenue South, Unit #1 is being used in a disorderly manner.

As you may already know, it is the responsibility of the Licensee to assure that persons occupying a Rental Dwelling Unit conduct themselves and cause their guests to conduct themselves in such a manner as not to cause the Rental Dwelling or Rental Dwelling Unit to be disorderly by reason of any of the activities listed in Section 106-242.

The police responded to the above address on June 5th, 2019 to handle a call involving an Ordinance Violation. Such violation is identified in Section 106-242 as being a licensed premise that is used in a disorderly manner.

We ask that you take steps to prevent further violations. Should another disorderly incident occur within three months of this incident, a $500.00 administration citation will be issued. Subsequent violations will require additional action be taken by you and continuing violations could possibly result in the license for that Rental Dwelling or the Rental Dwelling Unit being denied, revoked or suspended pursuant to Section 106-244 as well as additional administration citations to be issued.

The Community Engagement Unit at the South St. Paul Police Department is here to support you. If we can be of assistance in mutually resolving a conflict, please contact us. We have a Community Engagement Officer committed to working with landlords and tenants in the city of South St. Paul, as well as a Mental Health Coordinator from Dakota County Social Services and an Outreach Advocate from 360 Communities. Please let us know if we can be of assistance.

CITY OF SOUTH SAINT PAUL

Officer Derek Kruse #2144  
125 3rd Ave North  
South St. Paul, MN 55075  
dkruse@southstpaul.org  
651-554-3314
EXHIBIT 28
Date: December 16, 2019

Property Owner: Skyline Rentals LLC
2514 Golf Road, Ste 3
Eau Claire, WI 54701

Address: 448 1st Ave S, South St. Paul, MN 55075

Re: Notice of City Code Violation

The City of South St Paul is committed to enhancing the livability of our neighborhoods by helping to maintain quality residential and business properties. A recent inspection has revealed the following conditions on your property, which violate City Code.

1. **Long Grass/Weeds.** City Municipal Code 66-49 states that grass, plants or weeds other than trees, bushes or flowers growing to a greater height than six (6) inches is a public nuisance. The owner or occupant of a parcel is responsible for maintaining all landscaping and preventing degradation in the value of the property. Overgrown or unsightly bushes and areas along any boulevard or right-of-way, garages, sheds and fences must also be maintained. Please cut your sucker trees along the side of the garage.

2. **Exterior storage of refuse and personal belongings (see images).** City Code Section 118-240 (a) states that no exterior storage is permitted on property used for residential purposes. Please have all wood panels and other debris removed from the property or enclosed within a permitted structure.

A follow-up inspection will be completed on or after **January 2, 2020** and if the noted conditions have not been corrected, **Abatement action may be taken and will be at your expense** along with a $50.00 re-inspection fee. Any future violations in 2020 will result in immediate abatement action at your expense, without prior notice, along with a $50.00 re-inspection fee.

If you have any question or concerns, please do not hesitate to call.

Sincerely,

Derek Quade
Code Enforcement Officer
<table>
<thead>
<tr>
<th>Property Card</th>
<th>Parcel ID Number 36-48800-07-171</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Owner Information</strong></td>
<td></td>
</tr>
<tr>
<td>Fee Owner</td>
<td>J&amp;J WHITETAILS FARMS LLC</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>2514 GOLF RD STE 3</td>
</tr>
<tr>
<td></td>
<td>EAU CLAIRE WI 54701</td>
</tr>
<tr>
<td><strong>Property Address</strong></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>1020 3RD ST S</td>
</tr>
<tr>
<td>Municipality</td>
<td>SOUTH ST PAUL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parcel Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Qualified Sale</td>
<td>03/31/2016</td>
</tr>
<tr>
<td>Sale Value</td>
<td>$249,500.00</td>
</tr>
<tr>
<td>Uses</td>
<td>APARTMENT</td>
</tr>
<tr>
<td>Total Acres</td>
<td>0.11</td>
</tr>
<tr>
<td>RAW Acres</td>
<td></td>
</tr>
<tr>
<td>Water Acres</td>
<td></td>
</tr>
<tr>
<td>Plat</td>
<td>MINN AND NORTHEASTERN ADD</td>
</tr>
<tr>
<td>Lot and Block</td>
<td>17 7</td>
</tr>
<tr>
<td>Tax Description</td>
<td>E 1/2 OF LOT 16 BLK 7 &amp; E 1/2</td>
</tr>
</tbody>
</table>

| 2019 Building Characteristics (payable 2020)* |                                      |
| Building Type            | APARTMENT                            |
| Building Style           |                                     |
| Frame                    | WOOD                                 |
| Multiple Buildings       | Finished Sq Ft 4,515                 |
| Year Built               | 1916                                 |
| Bedooms                  | 0                                    |
| Foundation Sq Ft         | NOT APPL                             |
| Above Grade Sq Ft        |                                     |
| Bathroom                 | 0.00                                 |
| Garage Sq Ft             |                                     |
| Other Garage             |                                     |

| Miscellaneous Information |                                      |
| School District          | 006                                  |
| Watershed District       | LOWER MISSISSIPPI RIVER              |
| Homestead                | NON HOMESTEAD                        |
| Green Acres              |                                      |
| Ag Preserve              |                                      |
| Open Space               |                                      |

| Assessor Valuation       |                                      |
| Taxable                  | Estimated                             |
| 2019 Land Values (payable 2020) | $54,000.00                          |
| 2019 Building Values (payable 2020)* | $227,400.00                       |
| 2019 Total Values (payable 2020)*       | $281,400.00                     |
| 2018 Total Values (payable 2019)*       | $261,300.00                     |

| Property Tax Information |                                      |
| Net Tax (payable 2019)   | $4,609.14                            |
| Special Assessments (2019) | $0.00                                |
| Total Tax & Assessments (2019) | $4,609.14                        |

* Manufactured Homes Payable the Same Year as Assessment.

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.
EXHIBIT 30
The City of South St Paul is committed to enhancing the livability of our neighborhoods by helping to maintain quality residential and business properties. An inspection in your area has revealed the following condition(s) on your property which violate City Code Sections:

1. **Reasonable Maintenance (Balcony roof).** City Code Section 118-244 states that in all zoning districts, all structures, landscaping and fences shall be reasonably maintained so as to avoid health and safety hazards and prevent a degradation in the value of the property and neighboring properties. Please make repairs to the roof above the balcony on the NE corner of the building to ensure safety for the tenant.

A follow-up inspection will be completed on or after December 31, 2019 and if the noted condition(s) have not been corrected, a compliance date will be established, and a $50 re-inspection fee will be charged to your property.

City Staff will routinely work with property owners to help resolve code violations as we are all working toward the same goal. If additional time is needed to correct the violation(s), an extension may be granted to complete the tasks necessary for compliance. All you need to do is call the number below.

If you have any question or concerns, please do not hesitate to call the code enforcement office at 651-554-3216. You can also reach our department office at 651-554-3220.

Sincerely,

Derek Quade
Code Enforcement Officer
City of South St. Paul
Office of the Minnesota Secretary of State
Certificate of Revocation

I, Steve Simon, Secretary of State of Minnesota, do certify: that the entity listed below has failed to file an annual renewal as required by the Minnesota Statute listed below. Therefore, the registration or authority to do business in Minnesota of this entity is hereby revoked as of the date of this certificate.

Name in Minnesota: Skyline Rentals, LLC
Name in Home Jurisdiction: Skyline Rentals, LLC
File Number: 885668400029
Document Number: 100541720149
Minnesota Statutes, Chapter: 322C
Home Jurisdiction: Wisconsin
This certificate has been issued on: 03/09/2018

Steve Simon
Secretary of State
State of Minnesota
Work Item 1005417201494
Original File Number 885668400029

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
03/09/2018 11:59 PM

Steve Simon
Secretary of State
Office of the Minnesota Secretary of State
Certificate of Revocation

I, Steve Simon, Secretary of State of Minnesota, do certify: that the entity listed below has failed to file an annual renewal as required by the Minnesota Statute listed below. Therefore, the registration or authority to do business in Minnesota of this entity is hereby revoked as of the date of this certificate.

Name in Minnesota: J & J Whitetail Farms LLC
Name in Home Jurisdiction: J & J Whitetail Farms LLC
File Number: 877124300027
Document Number: 100541720074
Minnesota Statutes, Chapter: 322C
Home Jurisdiction: Wisconsin
This certificate has been issued on: 03/09/2018

[Signature]
Steve Simon
Secretary of State
State of Minnesota
State of Minnesota
Office of the Secretary of State
Filed
03/09/2018 11:59 PM

Steve Simon
Secretary of State
EXHIBIT 32
**Property Card**

<table>
<thead>
<tr>
<th>Owner Information</th>
<th>Parcel ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee Owner</td>
<td>36-32550-10-040</td>
</tr>
<tr>
<td>TWELVE THIRTEEN PROPERTIES LLC</td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td></td>
</tr>
<tr>
<td>5865 NEAL AVE N STE 310</td>
<td></td>
</tr>
<tr>
<td>STILLWATER MN 55082</td>
<td></td>
</tr>
</tbody>
</table>

| Property Address           |                        |
|----------------------------|                        |
| Address                    | 211 5TH AVE S          |
| Municipality               | SOUTH ST PAUL          |

| Parcel Information         |                        |
|----------------------------|                        |
| Last Qualified Sale        | 03/18/2014             |
| Sale Value                 | $254,000.00            |
| Uses                       | APARTMENT              |
| Total Acres                | 0.11                   |
| R/W Acres                  |                        |
| Water Acres                |                        |
| Plat                       | HEPBURN PARK           |
| Lot and Block              | 4.10                   |
| Tax Description            |                        |

<table>
<thead>
<tr>
<th>2019 Building Characteristics (payable 2020)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Type</td>
</tr>
<tr>
<td>Year Built</td>
</tr>
<tr>
<td>Bedrooms</td>
</tr>
<tr>
<td>Building Style</td>
</tr>
<tr>
<td>Frame</td>
</tr>
<tr>
<td>Multiple Buildings</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Finished Sq Ft</td>
</tr>
</tbody>
</table>

| Miscellaneous Information     |                        |
|-------------------------------|                        |
| School District               | 006                   |
| Watershed District            | LOWER MISSISSIPPI RIVER|
| Homestead                     | NON HOMESTEAD         |
| Green Acres                   |                      |
| Ag Preserve                   |                      |
| Open Space                    |                      |

| Assessor Valuation            |                        |
|-------------------------------|                        |
| Taxable                       | Estimated              |
| 2018 Land Values (payable 2020) | $81,000.00            | $81,000.00        |
| 2019 Building Values (payable 2020)* | $238,100.00          | $238,100.00      |
| 2019 Total Values (payable 2020)* | $319,100.00           | $319,100.00      |
| 2018 Total Values (payable 2019)* | $277,900.00           | $277,900.00      |

| Property Tax Information      |                        |
|-------------------------------|                        |
| Net Tax (payable 2019)        | $4,902.64             |
| Special Assessments (2019)    | $0.00                 |
| Total Tax & Assessments (2019)| $4,902.64             |

* Manufactured Homes Payable the Same Year as Assessment.

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Parcel data current as of 12/25/2019

Dakota County, MN

Page 1 of 1
EXHIBIT 33
INCIDENT INFORMATION

Charges/Citation: 609.233.1a(1)  
Address: 211 5th Avenue S  
South St. Paul, MN 55076;  
Dakota US

Incident Type: Neglect/Maltreatment of Vulnerable Adult  
Parties Involved: Brooks, David Andrew 1970-10-25 Suspect | Mentioned  
| Owner  
| Nsaija, Christine 1974-11-05 Mentioned | Owner  
| Meldon, Jacob Roy 1985-07-02 Mentioned

Start Date: 2019-08-14 16:42  
End Date:  
Reported Date: 2019-08-14 16:42

OFFICER INFORMATION

Name: Derek Kruse  
Agency: South St. Paul  
Badge: 2144  
Role: Primary

NARRATIVE

On November 12th, 2019, at 0830 hours, I contacted Jacob Meldon, owner of 1213 Properties LLC, regarding 211 5th Ave S, of whom Jacob is listed as property owner. 211 5th Ave S is a building that is occupied by One Life Health Services LLC (OLHS) clients, and of which numerous complaints have been generated in the last 2 years.

Jacob told me that OLHS leases the entire building from him and then subleases the units to their clients. Jacob said there is one tenant at 211 5th Ave S that, due to a MHR voucher, pays him directly. Otherwise OLHS pays him monthly for the other tenants. OLHS told Jacob that his involvement with the building would be "completely hands off" and any issues with clients would be handled by OLHS.

Jacob did express concern that his license may be revoked and stated he would be willing to do what he can to avoid revocation. The concern being that numerous rental violations appear to have been issued in the past, with Jacob not taking action or removing OLHS from his property.

Ofc. D. Kruse #2144

PARTIES INVOLVED

PERSON 1

Role(s): Suspect, Mentioned, Owner  
Last: Brooks  
First: David  
Middle: Andrew  
Date of Birth: 1970-10-25 (49)
December 3, 2019

South St Paul City Council:

Thank you for the advance notice of the possible rental license revocation for properties associated with One Life Health and the opportunity to discuss the process with you at the December 9 work session. Based on the addresses provided, Dakota County Social Services anticipates that approximately 32 people may be displaced by the rental license revocations.

Dakota County will communicate to case managers once the revocation hearing is scheduled with One Life Health. Residents connected to case management may have assistance to look for a new apartment. The level and type of assistance will vary based on a person’s eligibility for services and engagement in housing search services. We have an internal team established to track progress and provide technical assistance when needed. Given the rental market, it is likely that a subset of residents will not have alternative housing secured by an established deadline. Dakota County shelters for single adults are seasonal, shutting down in early April, therefore those residents facing homelessness will be referred to metro area shelters. It would also be typical practice for case managers to refer residents to other services that can address their needs which could include referrals to other community agencies, including tenant advocacy services.

We appreciate the partnership with South St Paul and the opportunity to be a part of the December 9 work session. If there is a creative arrangement that complies with rental licensing code while also preserving housing for residents, we would welcome that conversation.

Sincerely,

[Signature]

Evan Henspeter
Director of Social Services

CFS-GEN-DAK2548