



CITY OF SOUTH ST. PAUL MEETING AGENDA

CITY COUNCIL

Council Chambers
125 3rd Avenue North
South St. Paul, MN 55075

Monday, December 16, 2024
7:00 PM

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

8. CONSENT AGENDA:

All items listed on the Consent Agenda are items, which are considered 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 citizens requests, in which case the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

A. City Council Meeting Minutes of December 2, 2024 Special Meeting and December 2, 2024 Regular Meeting

B. Accounts Payable

C. Business Licenses

D. City of South St. Paul Emergency Operations Plan - 2025

E. Approve Conditional Job Offer for Finance Support Specialist

F. Amendment to Fee Schedule for Electrical Permits

G. Create Construction LLC - Final Payment for the 2024 Misc. Concrete Repair Project

- H. Approve 2025 City T-Hangar Leases at the South St. Paul Airport
- I. Policies and Procedures for Federal Awards Administration
- J. Award City/ County Facilities Landscape Maintenance Services to CurbSide Landscape & Irrigation
- K. Approve Conditional Job Offer for General Facility Maintenance Worker

9. PUBLIC HEARINGS:

- A. Massage Therapy License - Thomas Benrowski, DBA: Myosports Massage Therapy, LLC, at 224 20th Ave S, South St. Paul
- B. Liquor License Renewal

10. GENERAL BUSINESS:

- A. South St. Paul Rod and Gun Club Noise Testing
- B. Local Affordable Housing Aid (LAHA) Administration Commitment - Dakota County Community Development Agency, Resolution 2024 - 153
- C. Appointment of Council Members to Boards and Commissions
- D. 4th Street S Rehabilitation Project – Receive Feasibility Report and Call for Public Hearing
- E. Approval of Performance Recognition Awards
- F. Second Reading: Ordinances Establishing Zoning and Registration Requirements for Cannabis Businesses
- G. First Reading: Ordinance Amending City Code Chapter 38 Regarding Administrative Citation Appeals

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. CLOSED SESSION: CLOSED SESSION PURSUANT TO MINNESOTA STATUTES § 13D.05, SUBD. 3(B) FOR A CONFIDENTIAL ATTORNEY-CLIENT DISCUSSION REGARDING ACTIVE LITIGATION IN THE MATTER SANIMAX USA, LLC V. CITY OF SOUTH ST. PAUL – NO ATTACHMENT

13. ADJOURNMENT:



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approval on consent agenda.

OVERVIEW

Approval of Minutes from the December 2nd, 2024 Special and Regular Meeting

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 12-2-2024, Special Council Minutes
2. 12-2-2024, Regular Minutes



SOUTH ST. PAUL CITY COUNCIL MINUTES OF DECEMBER 2, 2024

1. CALL TO ORDER

Mayor Jimmy Francis called the special meeting of the City Council to order at 6:30 PM on Monday, December 2, 2024.

2. ROLL CALL

Present: Tom Seaberg, Todd Podgorski, Matt Thompson, Joe Kaliszewski, Jimmy Francis, Pam Bakken, Lori Hansen

Absent: None

Staff Present:

Ryan Garcia, City Administrator

David Sienko, City Attorney

Michael Healy, City Planner

3. APPROVAL OF AGENDA

Moved by: Tom Seaberg / Joe Kaliszewski

Moved: To Approve the agenda as presented.

Vote: 7 ayes / 0 nays, motion

4. CLOSED SESSION: CLOSED SESSION PURSUANT TO MINNESOTA STATUTES § 13D.05, SUBD. 3(B) FOR A CONFIDENTIAL ATTORNEY-CLIENT DISCUSSION REGARDING ACTIVE LITIGATION IN THE MATTER OF SANIMAX USA, LLC V. CITY OF SOUTH ST. PAUL – NO ATTACHMENT

Moved by: Tom Seaberg / Lori Hansen

Moved: To Close the meeting per Minnesota Statutes 13D.05, Subd. 3(b) for confidential attorney-client discussion regarding active litigation in the matter of Sanimax USA, LLC vs City of South St. Paul.

Vote: 7 ayes / 0 nays, motion Passed

The meeting was closed at 6:32 PM.

Moved by: Pam Bakken / Matt Thompson

Moved: To Motion to reopen the meeting.

Vote: 7 ayes / 0 nays, motion Passed

The meeting reopened at 6:52 PM.

5. ADJOURNMENT

The meeting was adjourned at 6:53 PM.

/s/: Deanna Werner
City Clerk



SOUTH ST. PAUL CITY COUNCIL

MINUTES OF DECEMBER 2, 2024

1. CALL TO ORDER:

Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on Monday, December 2, 2024.

2. ROLL CALL:

Present: Tom Seaberg, Todd Podgorski, Matt Thompson, Joe Kaliszewski, Jimmy Francis, Pam Bakken, Lori Hansen

Absent: None

Staff Present:

Ryan Garcia, City Administrator

Deanna Werner, City Clerk

Greta Bjerkness, City Attorney

Clara Hilger, Director of Finance

Michael Healy, City Planner

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS:

None

6. CITIZEN'S COMMENTS:

Comments are limited to 3 minutes in length.

7. AGENDA:

A. Approval of Agenda

Moved by: Tom Seaberg / Matt Thompson

Moved: To Approve

Vote: 7 ayes / 0 nays, motion Passed

8. CONSENT AGENDA:

All items listed on the Consent Agenda are items, which are considered 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 citizens requests, in which case the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

Moved by: Joe Kaliszewski / Pam Bakken

Moved: To Approve

Vote: 7 ayes / 0 nays, motion Passed

- A. City Council Meeting Minutes of November 18, 2024
- B. Accounts Payable
- C. Business Licenses
- D. Acceptance of Gift Donations
- E. 2025 City of South St. Paul Meetings Calendar
- F. Submittal of Application for the 2025 Private Property Inflow and Infiltration Grant Program
- G. Approve Proposal with Bolton & Menk for Final Design Assistance for the Marie Avenue Reconstruction Project
- H. Declaring Property Surplus and Authorize Sale
- I. Authorize Mayor and City Clerk to Sign Certification and Declarations for 2021-2024 Shade Tree Bonding Grant

9. PUBLIC HEARINGS:

- A. Public Hearing - Payable 2025 Tax Levies and Budgets and 2025-2029 Capital Improvement Plan

Moved by: Pam Bakken / Lori Hansen

Moved: To Approve Resolution 2024-143, Adoption of 2025 Property Tax Levy

Vote: 7 ayes / 0 nays, motion Passed

Moved by: Matt Thompson / Tom Seaberg

Moved: To Approve Resolution 2024-144, 2025 Economic Development Authority Property Tax Levy

Vote: 7 ayes / 0 nays, motion Passed

Moved by: Tom Seaberg / Joe Kaliszewski

Moved: To Approve Resolution 2024-145, 2025 Housing & Redevelopment Authority Property Tax Levy

Vote: 7 ayes / 0 nays, motion Passed

Moved by: Joe Kaliszewski / Pam Bakken

Moved: To Approve Resolution 2024-146, Adopt the 2025 Operating Budgets

Vote: 7 ayes / 0 nays, motion Passed

Moved by: Matt Thompson / Lori Hansen

Moved: To Approve Resolution 2024-147, Adoption of the 2025-2029 Capital Improvement Plan

Vote: 7 ayes / 0 nays, motion Passed

B. 2025 Liquor License Renewals

Moved by: Tom Seaberg / Pam Bakken

Moved: To Approve

Vote: 7 ayes / 0 nays, motion Passed

10. GENERAL BUSINESS:

A. Adoption of the 2025 Fee Schedule

Moved by: Joe Kaliszewski / Matt Thompson

Moved: To Approve 2025 Fee Schedule

Vote: 7 ayes / 0 nays, motion

B. First Reading: Ordinances Establishing Zoning and Registration Requirements for Cannabis Businesses

Council Member Tom Seaberg offered a First Reading, Ordinances Establishing Zoning Requirements for Cannabis Businesses.

Council Member Pam Bakken offered a First Reading, Ordinances Establishing Registration Requirements for Cannabis Businesses.

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

The meeting was adjourned at 8:49 PM.

/s/: Deanna Werner

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: Finance
PREPARED BY: Jeff Hines
AGENDA ITEM NUMBER: 8.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to Adopt Resolution 2024-157 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

ATTACHMENTS

1. 12-16-24 Accounts Payable

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-157

RESOLUTION APPROVING ACCOUNTS PAYABLE

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:

Check and wires:

152468-152619	\$ 726,596.49
2024366-2024382	205,842.72
801127-801135	<u>93,328.55</u>
Total	\$ 1,025,767.76

Adopted this 16th day of December, 2024.

Deanna Werner, City Clerk

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
152468	12/9/2024		1018 ADVANCED GRAPHIX, INC.							
		48.00	LETTERG/PEOT/FUCHS/WICKE		118632	215340	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		48.00								
152469	12/9/2024		6679 AMERICAN ENGINEERING TESTING, INC							
		11,375.00	GEOTECH-HARDMAN TRIANGLE		118633	230379	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		11,375.00								
152470	12/9/2024		9021 ATLAS STAFFING, INC.							
		772.80	NM TEMP MOUA 11/22/24		118634	1307790	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		772.80	JC TEMP MOUA 11/22/24		118634	1307790	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		1,545.60								
152471	12/9/2024		4231 AXON ENTERPRISE, INC.							
		4,953.66	(3) BWC CAMERAS/LICENSES		118534	INUS299393	40402.6375		OTHER CONTRACTED SERVICES	CAPITAL PROGRAMS FUND
		4,953.66								
152472	12/9/2024		1184 CINTAS CORPORATION #754							
		75.30	SAFETY RUGS		118535	4212196561	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		24.81	SAFETY MATS-LOBBY FD		118535	4212196561	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		90.55	UNIFORMS/SHOP TOWELS		118536	4212041122	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		90.55	UNIFORMS/SHOP TOWLELS		118537	421849719	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		281.21								
152473	12/9/2024		5701 CITY OF APPLE VALLEY							
		8,326.81	JUL-SEP24 TRAFFIC SAFETY		118636	Q4 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		8,326.81								
152474	12/9/2024		1187 CITY OF BURNSVILLE							
		8,143.56	JUL-SEP24 TRAFFIC SAFETY		118637	Q4 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		8,143.56								
152475	12/9/2024		13929 CITY OF HASTINGS							
		8,843.10	JUL-SEP24 TRAFFIC SAFETY		118640	Q4 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		8,843.10								
152476	12/9/2024		12520 CITY OF INVER GROVE HEIGHTS							
		6,971.39	JUL-SEP24 TRAFFIC SAFETY		118641	Q4 TRAFFIC	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE

CITY OF SOUTH ST PAUL
Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
152476	12/9/2024		12520 CITY OF INVER GROVE HEIGHTS						Continued...	
						SAFETY				
		6,971.39								
152477	12/9/2024		7399 CITY OF LAKEVILLE							
		13,780.78	JUL-SEP24 TRAFFIC SAFETY		118642	Q4 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		13,780.78								
152478	12/9/2024		3574 CITY OF MENDOTA HEIGHTS							
		786.88	JUL-SEP24 TRAFFIC SAFETY		118643	Q4 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		786.88								
152479	12/9/2024		1193 CITY OF WEST ST. PAUL							
		3,536.92	JUL-SEP24 TRAFFIC SAFETY		118644	Q4 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		3,536.92								
152480	12/9/2024		5188 COOPER MECHANICAL LLC							
		1,000.00	BRKRM PLUMB/SINK INSTL		118538	922	40402.6560	POL241	BUILDING FIXTURES AND IMPRS	CAPITAL PROGRAMS FUND
		600.00	WATER HEATER INSTL		118539	921	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		1,600.00								
152481	12/9/2024		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		1,679.76	OCT24 SUBSCRIBER FEE		118645	5502616	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		1,679.76								
152482	12/9/2024		4905 DAKOTA COUNTY SHERIFF'S OFFICE							
		6,860.41	JUL-SEP24 TRAFFIC SAFETY		118638	Q4 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		6,860.41								
152483	12/9/2024		1254 DAKOTA COUNTY TREASURER AUDITOR							
		1,383.84	2025 COMPOST SITE LICENSE		118647	1883 11036	10170.6375		OTHER CONTRACTED SERVICES	RECYCLING PROGRAM
		1,383.84								
152484	12/9/2024		14743 DAVIS, LORRIANE							
		193.86	JC#201 MOVEOUT REFUND		118648	111724	50678.1101		ACCOUNTS RECEIVABLE	JOHN CARROLL APT BLDG
		193.86								

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
152485	12/9/2024		5585 EAGAN POLICE DEPARTMENT						Continued...	
		12,034.36	JUL-SEP24 TRAFFIC SAFETY		118639	Q4 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		<u>12,034.36</u>								
152486	12/9/2024		1350 EMERGENCY AUTOMOTIVE TECHNOLOGIES INC							
		741.24	WHELEN STRIP LGT/MOUNT		118540	JP091624-40	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>741.24</u>								
152487	12/9/2024		14488 ESA MANAGEMENT L.L.C.							
		6,314.70	PLMB PRJRELOC 11/24-11/30/24		118649	1554985852	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		817.46	PLMB PRJRELOC 11/24-11/30/24		118650	1554985853	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		955.86	PLUMB PRJ CREDIT 11/3-11/9/24		118651	1554973347.01	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>6,176.30</u>								
152488	12/9/2024		1380 FACTORY MOTOR PARTS							
		9.00	RETD CORE		118541	1-Q08084	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		176.66	BATTERIES		118542	74-343073	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		128.85	BATTERIES & RETD CORES		118543	1-Q08439	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>296.51</u>								
152489	12/9/2024		14461 FAUL PSYCHOLOGICAL PLLC							
		665.00	WALEK PRE-EMPL EXAM		118668	2197	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		<u>665.00</u>								
152490	12/9/2024		1400 FERGUSON WATERWORKS #2518							
		491.72	COUPLINGS		118544	0540011	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>491.72</u>								
152491	12/9/2024		11566 FIELD TRAINING SOLUTIONS							
		885.00	36,26,44 FTO INSTRT SCHOOL		118652	9965	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		<u>885.00</u>								
152492	12/9/2024		6669 FINN DANIELS ARCHITECTS							
		8,485.85	JC PLUMB PRJ CONST		118653	22020-18	50678.6560	229901	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		<u>8,485.85</u>								
152493	12/9/2024		5592 FRATTALONE'S DAWNWAY LLLP							
		66.00	CLN BLACKTOP/DEBRIS		118545	2411048	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		<u>66.00</u>								

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
152494	12/9/2024		14449 FRERICHS CONSTRUCTION COMPANY						Continued...	
		243,738.65	JC CONST PH NOV24		118616	8	50678.6560	229901	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		243,738.65								
152495	12/9/2024		1473 GERTEN GREENHOUSES INC. - 446133							
		699.00	LADDER		118548	232348/12	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		699.00								
152496	12/9/2024		1485 GLOBE PRINTING & OFFICE SUPPLIES INC							
		464.90	NO PARKING SIGNS		118546	82348J	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		464.90	NO PARKING SIGNS		118546	82348J	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		265.00	#10 WINDOW ENVELOPE		118547	82333D	10315.6201		OFFICE SUPPLIES	ENGINEERING
		166.95	SNOWBIRD CARDS		118654	82238D	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		1,361.75								
152497	12/9/2024		5857 GREATAMERICA FINANCIAL SERVICES							
		187.85	POSTAGE MACH RENT DEC24		118655	37977987	10150.6371		REPAIRS & MAINT CONTRACTUAL	FINANCE
		187.85								
152498	12/9/2024		11834 GUARDIAN SUPPLY LLC							
		45.99	09-SYVERTSEN HANDCUFFS		118549	19743	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		129.99	49-FLEECE LINE QUART ZIP		118550	19741	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		80.00	EXPLOR PATCH REPL X8		118551	19734	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		299.97	03-PANTS & BOOTS		118552	19779	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		1,786.75	32 QUINLAN NEW HIRE EQUIP		118553	19793	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		1,787.00	32 QUINLAN BALISVEST/CARRIER		118554	19794	20212.6245	227599	CLOTHING ALLOWANCE	GRANTS/DONATIONS POLICE
		4,129.70								
152499	12/9/2024		1546 HANCO CORPORATION							
		196.70	TIRES #T-8		118555	174334-00	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		196.70								
152500	12/9/2024		7581 HARTFORD, THE							
		2,304.61	LTD		118656	110681621493	10101.2177		LONG-TERM DISABILITY	GENERAL FUND
		1,419.95	LIFE-BASIC & VOLUNTARY		118656	110681621493	10101.2178		LIFE INSURANCE	GENERAL FUND
		75.81	CRITICAL ILLNESS		118656	110681621493	10101.2183		HARTFORD CRITICAL ILLNESS	GENERAL FUND
		249.76	ACCIDENT COVERAGE		118656	110681621493	10101.2184		HARTFORD ACCIDENT POLICY	GENERAL FUND
		1,167.50	SHORT TERM DISABILITY		118656	110681621493	10101.2185		SHORT TERM DISABILITY	GENERAL FUND
		5,217.63								
152501	12/9/2024		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
152501	12/9/2024		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD						Continued...	
		232.57	JC MAINT SUPPLY		118556	9231915285	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		232.57								
152502	12/9/2024		14086 JOHNSON, DONNETTA							
		200.00	NM AFTER HR ONCALL NOV24		118657	NOVEMBER24	50677.6375.1		OTHER CONTR SVCS-KEYPERSON	NAN MCKAY APT BLDG
		200.00								
152503	12/9/2024		11377 KATH FUEL OIL SERVICE CO.							
		651.65	DYED DIESEL		118557	813555	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		2,334.31	OIL FOR SHOP		118558	813378	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		2,985.96								
152504	12/9/2024		14172 KRUEGER REAL ESTATE ADVISORS							
		6,000.00	NOVEMBER24 EDA SVCS		118679	NOVEMBER 2024	20280.6375		OTHER CONTRACTED SERVICES	ECON DEV GENERAL
		6,000.00								
152505	12/9/2024		1803 LANGUAGE LINE SERVICES							
		1,108.35	OTP TRANSLATION		118658	11446013	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		1,108.35								
152506	12/9/2024		1811 LAWSON PRODUCTS INC.							
		270.16	NYLON CABLE TIES		118559	9312022876	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		270.17	NYLON CABLE TIES		118559	9312022876	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		540.33								
152507	12/9/2024		5394 LEXIPOL LLC							
		6,938.41	DAILY TRAINING BULLETINS		118659	INVLEX11244306	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		5,500.00	LEXIPOL POLICY		118659	INVLEX11244306	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		12,438.41								
152508	12/9/2024		14744 LITTLE BLIND SPOT							
		2,151.00	CONFRM BLINDS/DEPOSIT		118667	19296906	40404.6530		IMPR OTHER THAN BUILDING	AIRPORT CAPITAL FUND
		2,151.00								
152509	12/9/2024		1878 MARK'S AERIAL SERVICE							
		1,400.00	TRIM TREE@543 12TH A S		118660	005315	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		400.00	TRIM(2) TREES @ CITY HALL		118661	005314	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		400.00	RPL LGTS XMAS TREE/LIFT		118662	005320	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		400.00	RPL LGTS XMAS TREE/LIFT		118662	005320	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		2,600.00								

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152509	12/9/2024		1878 MARK'S AERIAL SERVICE						Continued...	
152510	12/9/2024		1911 MENARDS, INC-WEST ST PAUL							
		27.43	HOLE STRAP/PVC HOSE		118566	2375	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		5.16	COUPLING NUT		118567	2421	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		18.98	WHITE HD BRACKET		118568	2437	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		15.99	WALL REGISTER		118569	2853	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		11.49	POTHOLE PATCH		118570	2815	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		144.82	COVERS/TAPE/GFCI OUTLET		118571	2673	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		59.96	UTILITY HEATERS		118572	2686	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		68.96	SCREWS/DRILL BITS		118573	2759	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		31.75	STABILIZER/ANTIFRZ/NUT/LUMBER		118574	2727	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		384.54								
152511	12/9/2024		1444 MIDWEST MACHINERY CO							
		471.55	BUSHG/SOCKET/PINS		118671	10286804	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		471.55								
152512	12/9/2024		1988 MINNESOTA DEPARTMENT OF HEALTH							
		16,623.00	4TH QTR 10/1-12/31/24		118663	3RD/4TH QTR 2024	50605.6395		PAYMENT TO STATE WATER	WATER UTILITY
		17,454.00	3RD QTR 07/01-09/30/24		118663	3RD/4TH QTR 2024	50605.6395		PAYMENT TO STATE WATER	WATER UTILITY
		34,077.00								
152513	12/9/2024		14568 MOUA, SOPHIE							
		92.86	JC MILEAGE NOV24		118615	HOTELMILES05	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		92.86								
152514	12/9/2024		9298 NAPA NEWPORT							
		7.99	CABIN AIR FILTER		118576	132015	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		32.99	BACK UP ALARM #336		118577	131314	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		40.98								
152515	12/9/2024		14693 NEW HISTORY, INC.							
		6,530.00	LIBRARY REUSE STEP 1&2		118664	4178	20214.6302	227688	PROFESSIONAL SERVICES	GRANTS/DONATIONS COMM DVLPMPT
		6,530.00								
152516	12/9/2024		14383 NFI, INC.							
		39.97	CABLE TIES/DUCT TAPE		118578	550928/D	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		143.60	NM S-3 SARGENT KEYS		118579	550955/D	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG

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152516	12/9/2024		14383 NFI, INC.						Continued...	
		183.57								
152517	12/9/2024		7383 PETERSON COMPANIES, INC.							
		150.00	FALL SPNKLR BLOWOUT		118580	58239	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		650.00	FALL BLOWOUT-SIEDLS		118581	58248	50610.6371		REPAIRS & MAINT CONTRACTUAL	STORM WATER UTILITY
		200.00	FALL BLOWOUT-WELL HOUSE		118582	58247	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		1,160.00	BALL BLOWOUT- KAP LANDG		118583	58246	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		185.00	FALL BLOWOUT-MCQUIRE FLDS		118584	58245	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		530.00	FALL BLOWOUT-VETS		118585	58244	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		1,000.00	FALL BLOWOUT-MCMORROW		118586	58243	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		300.00	FALL BLOWOUT-HARMON		118587	58242	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		315.00	FALL BLOWOUT-LAWSHE		118588	58241	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		235.00	FALL BLOWOUT-CH		118589	58240	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		4,725.00								
152518	12/9/2024		4886 PETTY CASH-NORTHVIEW & SPLASH POOLS							
		250.00	CHANGE FOR CONCESSIONS		118666	12/03/2024	20243.1010		PETTY CASH	DOUG WOOG ARENA
		250.00								
152519	12/9/2024		2240 PLUNKETT'S PEST CONTROL, INC.							
		104.00	PEST CONTROL-NORTHVIEW		118590	8892018	10528.6371		REPAIRS & MAINT CONTRACTUAL	NORTHVIEW POOL
		104.00								
152520	12/9/2024		14691 PRECISION PAINTING & STRIPING CO							
		495.00	XWALK STRIPE CH/FD/APTS		118665	0024-1067	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		495.00								
152521	12/9/2024		2098 RENT N SAVE PORTABLE SERVICES							
		1,392.00	PORTABLE RESTROOMS		118591	80861	10520.6381		OTHER RENTALS	PARKS ADMINISTRATION
		65.00	PORTABLE RESTROOMS		118591	80861	10170.6379		CONT SERV/REFUSE & SANITATION	RECYCLING PROGRAM
		1,457.00								
152522	12/9/2024		1636 RICOH USA, INC.							
		86.10	COPIER USAGE SEPT-NOV 2024		118594	5070559844	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		86.10								
152523	12/9/2024		13979 SAFETY-KLEEN SYSTEMS INC							
		403.02	SVC PARTS-WASHER		118593	95815754	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		403.02								

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152524	12/9/2024		2408 SCHINDLER ELEVATOR CORPORATION						Continued...	
		498.10	JC ELEV SVC 11/15/24		118595	7154055659	50677.6371.040		MTNCE-ELEVATOR MTNCE	NAN MCKAY APT BLDG
		498.10								
152525	12/9/2024		2632 SHERWIN-WILLIAMS CO., THE							
		121.14	PAINT		118596	0366-8	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		121.14								
152526	12/9/2024		14741 SINZIANU, VASILE							
		307.04	NM#516 MOVEOUT REFUND		118597	10012024	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG
		307.04								
152527	12/9/2024		2491 SNAP ON TOOLS							
		53.00	VALVE STEM PULLER		118598	112024197695	60703.6240		MINOR EQUIPMENT AND FURNITURE	CENTRAL GARAGE FUND
		53.00								
152528	12/9/2024		13339 SOUTH ST PAUL YOUTH HOCKEY ASSOCIATION							
		400.00	DASHER BOARD-(TCO)		118599	11/14/24	20243.4513		SIGN RENTAL	DOUG WOOG ARENA
		400.00								
152529	12/9/2024		4140 STANTEC CONSULTING SERVICES INC							
		661.00	MCES SITE HUD PART 58 EA		118600	2271396	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		949.96	SOIL SAMP@139 GRAND A E		118601	2271400	40490.6302		PROFESSIONAL SERVICES	CONCORD TIF
		1,610.96								
152530	12/9/2024		4210 SUMMIT FIRE PROTECTION							
		1,378.00	FIRE SPRKLR INSPECTION		118602	2824116	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		1,378.00								
152531	12/9/2024		14742 THOMPSON, MATT							
		383.38	NLC CITY SUMMIT-REIMB MEALS		118603	NLC CONF11/12-17/20 24	10110.6331		CONFERENCES, TRAINING, TRAVEL	MAYOR AND COUNCIL
		383.38								
152532	12/9/2024		11670 TRENCHERS PLUS, INC							
		866.64	SPROCKET/BUSHG/CHAIN#SG1		118604	IT10995	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		35.66	GUARD #SG1		118605	IT10648A	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		902.30								
152533	12/9/2024		3646 U.S. BANK EQUIPMENT FINANCE							

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152533	12/9/2024		3646 U.S. BANK EQUIPMENT FINANCE						Continued...	
		112.00	COPIER LEASE		118606	542841366	10160.6210		OPERATING SUPPLIES	INFORMATION TECHNOLOGY
		112.00								
152534	12/9/2024		2744 VAN PAPER COMPANY							
		118.46	SOAP DISPENSERS & SOAP		118607	090783	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		118.46								
152535	12/9/2024		2751 VERIZON WIRELESS							
		100.03	PW IPAD		118609	9979390673	10320.6390		POSTAGE AND TELEPHONE	PUBLIC WORKS
		60.01	PW PARKS IPAD		118609	9979390673	10340.6390		POSTAGE AND TELEPHONE	PARKS FACILITIES AND MTNCE
		243.32	ENG		118609	9979390673	10315.6390		POSTAGE AND TELEPHONE	ENGINEERING
		95.41	INSP & HOTSPOT		118609	9979390673	10410.6390		POSTAGE AND TELEPHONE	DEVELOPMENT SERVICES
		40.01	CODE ENF		118609	9979390673	10420.6390		POSTAGE AND TELEPHONE	CODE ENFORCEMENT
		40.01	P&R SPLASH POOL		118609	9979390673	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		40.01	P&R NV POOL		118609	9979390673	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		40.01	POLICE 4G MOBILE		118609	9979390673	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		124.92	HOUSING		118609	9979390673	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		240.06	PW-H20		118609	9979390673	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		40.01	PW-SAN SEW NE LIFT 2971		118609	9979390673	50606.6390		POSTAGE AND TELEPHONE	SEWER UTILITY
		120.03	PW STORM LIFT 7714/7983/2875		118609	9979390673	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		1,183.83								
152536	12/9/2024		2756 VIKING AUTOMATIC SPRINKLER CO.							
		1,150.00	5 YR HYDRO INSPECT		118608	1025-F388515	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		1,150.00								
152537	12/9/2024		13833 WEST, GREGORY							
		200.00	JC AFTER HR ON CALL		118610	NOVEMBER2024	50678.6375.1		OTHER CONTR SVCS-KEYPERSON	JOHN CARROLL APT BLDG
		200.00								
152538	12/9/2024		2785 WM CORPORATE SERVICES, INC.							
		303.75	JC LATE FEE SEPT 11/1-11/15/24		118611	9179093-2282-3	50678.6371.010	229901	MTNCE-GARBAGE/TRASH/RECYCLING	JOHN CARROLL APT BLDG
		303.75								
152539	12/9/2024		2849 XCEL ENERGY							
		79.54	LGTS@ 1203 7TH A S		118612	51-0014976969-4 11/22/24	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		23.90	NM ELEC		118613	51-4563113-2 10/30/24	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		5,917.53	NM ELEC		118613	51-4563113-2	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG

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152539	12/9/2024		2849 XCEL ENERGY						Continued...	
						10/30/24				
		1,471.38	NM NAT GAS		118613	51-4563113-2	50677.6385.2		UTILITY SERVICE-GAS	NAN MCKAY APT BLDG
						10/30/24				
		8,281.50	JC ELEC		118613	51-4563113-2	50678.6385.1		UTILITY SERVICE-ELECTRIC	JOHN CARROLL APT BLDG
						10/30/24				
		1,296.55	JC NAT GAS		118613	51-4563113-2	50678.6385.2		UTILITY SERVICE-GAS	JOHN CARROLL APT BLDG
						10/30/24				
		24.63	NM ELEC		118614	514563113-2	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
						12/2/24				
		5,092.00	NM ELEC		118614	514563113-2	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
						12/2/24				
		2,880.99	NM NAT GAS		118614	514563113-2	50677.6385.2		UTILITY SERVICE-GAS	NAN MCKAY APT BLDG
						12/2/24				
		6,870.57	JC ELEC		118614	514563113-2	50678.6385.1		UTILITY SERVICE-ELECTRIC	JOHN CARROLL APT BLDG
						12/2/24				
		3,505.24	JC NAT GAS		118614	514563113-2	50678.6385.2		UTILITY SERVICE-GAS	JOHN CARROLL APT BLDG
						12/2/24				
		539.89	LIBRARY		118617	51-4172907-3	10330.6385		UTILITY SERVICE	BUILDINGS
						11/26/24				
		68.62	UNIT LGT@1301 CONCORD		118618	51-0013651382-6	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						11/26/24				
		35.36	LGT 494/7TH-940 7TH A S		118619	51-9434183-8	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						11/26/24				
		36.91	LGT @336 CONCORD EXCH		118620	51-0014881334-6	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						11/21/24				
		45.02	POLICE STORAGE GARAGE		118621	51-0012468412-3	10210.6385		UTILITY SERVICE	POLICE PROTECTION
						11/25/24				
		95.23	LGT@WENTWORTH@RDBT		118622	51-9401746-0	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						11/25/24				
		55.04	GAS CHGS-681 VERDEROSA		118624	51-0010407065-2	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
						11/25/24				
		53.18	LGT 494/7TH-1020 7TH A N		118625	51-9434218-0	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						11/25/24				
		251.94	ELEC CHGS-681 VERDEROSA		118626	51-0010194337-8	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
						11/25/24				
		333.01	ELEC CHGS-1417 4TH-SEIDLS		118627	51-0013543618-2	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
						11/25/24				
		56.81	LGTS@LORRAINE		118628	51-6579081-8	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
						11/25/24				

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152539	12/9/2024		2849 XCEL ENERGY						Continued...	
		82.93	LGT/555 HARDMAN/251 BRDGPT		118629	51-9441931-9 11/25/24	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		8.59	LGT@BROMLEY ICE RINK		118630	51-6322985-8 11/25/24	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		103.97	LGT@1129 19TH A N		118631	51-9235217-7 11/25/24	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		23.33	ELEC CHGS-229 HARDMAN		118669	51-0346935-2 11/25/24	50606.6385		UTILITY SERVICE	SEWER UTILITY
		310.61	PED WALKWAY LIGHTS		118670	51-4332057-4 11/25/24	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		1.75	LGTS@WAKOTA BRDG-HARDMAN		118672	51-7976470-2 11/25/24	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		<u>37,546.02</u>								
152540	12/13/2024		13118 LAW ENFORCEMENT LABOR SERVICES							
		2,115.00			118826	1211247385816	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>2,115.00</u>								
152541	12/13/2024		1842 LOCAL 120							
		2,698.00			118830	121124738584	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>2,698.00</u>								
152542	12/16/2024		9021 ATLAS STAFFING, INC.							
		618.24	NM TEMP-MOUA 11/29/24		118801	1307824	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		618.24	JC TEMP-MOUA 11/29/24		118801	1307824	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>1,236.48</u>								
152543	12/16/2024		5978 BAUER SERVICES							
		2,425.00	RPL CURBSTOP@455 13TH A N		118715	10082024-6196	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		10,143.00	CULVERT RPR-FLOOD WALL		118716	11202024-6215	50610.6371		REPAIRS & MAINT CONTRACTUAL	STORM WATER UTILITY
		<u>12,568.00</u>								
152544	12/16/2024		14193 CADY BUILDING MAINTENANCE INC							
		5,110.00	CH CLEANING SVC DEC24		118680	4991343	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		550.00	PW CLEANING SVC DEC24		118680	4991343	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		<u>5,660.00</u>								
152545	12/16/2024		1181 CHEMSEARCHFE							
		1,218.00	WATER TRTMNT MO CONTRACT		118682	8935717	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		<u>1,218.00</u>								

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152545	12/16/2024		1181 CHEMSEARCHFE						Continued...	
152546	12/16/2024		2009 CORE & MAIN, LP							
		2,248.76	36 APRONS END SECTIONS		118683	W013529	50610.6220		REPAIR & MAINTENANCE SUPPLIES	STORM WATER UTILITY
		2,248.76								
152547	12/16/2024		1226 CULLIGAN WATER							
		337.60	SOFTNER SALT		118684	157-01458058-1 11/30/24	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		337.60								
152548	12/16/2024		7423 DAKOTA AWARDS & ENGRAVING							
		147.00	LIFE SAVING AWARD 2105/2126		118685	28656	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		147.00								
152549	12/16/2024		1251 DAKOTA COUNTY PROPERTY TAXATION & RECORD							
		46.00	RECORDG FEE-CRO HALL LOAN		118713	12/6/2024	20283.6341		ADVERTISING	BUSINESS LOANS
		46.00								
152550	12/16/2024		1303 DOODY CLEANING SERVICES							
		370.00	NOV24 CLEANING		118717	899	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		370.00								
152551	12/16/2024		1326 EARL F. ANDERSEN, INC							
		158.00	STREET SIGNS		118686	0138209-IN	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		158.00								
152552	12/16/2024		14488 ESA MANAGEMENT L.L.C.							
		6,074.14	PLUMB PRJ RELOC 12/1-12/7/24		118802	1554990661	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		817.46	PLUMB PRJ RELOC 12/1-12/7/24		118803	1554990660	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		138.40	PLMBRELOC CORRECT 11/3-11/9		118840	1554973347.02	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		955.86	PLMBRELOC CORRECT 11/3-11/9		118841	1554973347.3	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		7,985.86								
152553	12/16/2024		1400 FERGUSON WATERWORKS #2518							
		96.05	REG DIR READ USG 3 FIRE HYD		118687	0525105-1	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		96.05								
152554	12/16/2024		1416 FIRST PRESBYTERIAN CHURCH							
		300.00	FACILITY USE FEE		118688	11/05/2024	10140.6381		OTHER RENTALS	CITY CLERK
		300.00								

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152554	12/16/2024		1416 FIRST PRESBYTERIAN CHURCH						Continued...	
152555	12/16/2024		4725 FIRST SUPPLY LLC - TWIN CITIES							
		75.96	FURNANCE FILTERS		118689	3675053-00	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		75.96								
152556	12/16/2024		14184 FLOCK, HEATHER							
		22.17	BOWLS & SPOONS REIMB		118790	11202024	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		22.17								
152557	12/16/2024		14745 FYR SFR TRS LLC							
		34.42	FINALLED 126 8TH A N		118690	MOVE OUT	50605.2010		REFUNDS	WATER UTILITY
		34.42								
152558	12/16/2024		1473 GERTEN GREENHOUSES INC. - 446133							
		64.50	XMAS TREE LIGHTS		118691	491251/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		179.40	XMAS TREE LIGHTS		118692	977323/6	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		179.40	XMAS TREE LIGHTS		118692	977323/6	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		423.30								
152559	12/16/2024		5590 GOODYEAR TIRE & RUBBER CO.							
		1,884.00	TIRES		118693	124-1113166	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,884.00								
152560	12/16/2024		11834 GUARDIAN SUPPLY LLC							
		429.94	09-UNIFORM SHIRTS/PANTS		118694	19860	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		179.99	03- STREAMLIGHT FLASHLIGHT		118695	19848	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		329.98	01-DUTY HOLSTER & LIGHT		118696	19849	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		939.91								
152561	12/16/2024		14549 H AND G DRYWALL							
		1,060.00	NM#808 MOVE IN/PAINT		118804	120124	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		580.00	NM#516 MOVE IN/PAINT		118804	120124	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		1,640.00								
152562	12/16/2024		6660 HAMERNICK DECORATING CENTER							
		2,348.90	JC#702 BD LVRM PLANK		118705	CG417524	50678.6560	229057	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		2,348.90								
152563	12/16/2024		14749 HART, ARIELLE							
		128.38	NM #808 MOVE OUT REFUND		118816	10312024	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG

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152563	12/16/2024		14749 HART, ARIELLE						Continued...	
		128.38								
152564	12/16/2024		1556 HAWKINS, INC.							
		1,746.42	HYDROFLUOSILICIC ACID		118706	6924798	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		1,746.42								
152565	12/16/2024		14746 HOFFNER, ED							
		88.53	FINALLED 511 7TH A N		118707	MOVE OUT	50605.2010		REFUNDS	WATER UTILITY
		88.53								
152566	12/16/2024		14747 HOME SFR BORROWER							
		37.57	FINALLED 633 CONCORD S N		118708	MOVE OUT	50605.2010		REFUNDS	WATER UTILITY
		37.57								
152567	12/16/2024		1615 HUEBSCH OF MINNESOTA							
		109.19	NM-BRUSHMATS NOV24		118697	20361318	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		112.30	NM-BRUSHMATS NOV24		118698	20363048	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		112.30	NM BRUSHMATS NOV24		118699	20364776	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		129.72	NM BRUSHMATS NOV24		118700	20366518	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		77.69	JC BRUSHMATS NOV24		118701	20361317	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		79.87	JC BRUSHMATS NOV24		118702	20363047	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		79.87	JC BRUSHMATS NOV24		118703	20364775	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		79.87	JC BRUSHMATS NOV24		118704	20366517	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		780.81								
152568	12/16/2024		3686 IMPACT PROVEN SOLUTIONS							
		2,311.02	MAIL PROCESS NOV24		118710	214439	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		2,311.02								
152569	12/16/2024		6626 INDELCO PLASTICS CORPORATION							
		23.64	3/4"MPTX3/4" SHANK 90 POLY		118709	INV494889	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		23.64								
152570	12/16/2024		1652 INSPECTRON, INC.							
		5,000.00	INSPECTION SVCS NOV24		118805	1415	10410.6302		PROFESSIONAL SERVICES	DEVELOPMENT SERVICES
		5,000.00								
152571	12/16/2024		1667 INVER GROVE FORD							
		47.71	RESISTOR ASY #323-16		118711	5351248	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		206.97	BRAKE PADS&ROTARS #2163		118712	5351295	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

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152571	12/16/2024		1667 INVER GROVE FORD						Continued...	
		254.68								
152572	12/16/2024		11571 J & K EQUIPMENT INC.							
		6,267.29	LG PARTS SUPPLY		118718	11252024	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		6,267.29								
152573	12/16/2024		14731 JLG ARCHITECTS							
		6,395.00	PROF SVC THRU 11/30/24		118719	24244-2	40402.6302	PR2111	PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		6,395.00								
152574	12/16/2024		11377 KATH FUEL OIL SERVICE CO.							
		1,082.43	DYED DIESEL		118720	814597	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		1,082.43								
152575	12/16/2024		7503 KWIK TRIP, INC.							
		405.78	FUEL-AIPOINT		118721	12022024	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		4,168.91	FUEL-PUBLIC WORKS		118721	12022024	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		6,536.15	FUEL-POLICE		118721	12022024	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		52.00	FUEL-ENG/CODE/P&R		118721	12022024	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		11,162.84								
152576	12/16/2024		6680 LANDRUM DOBBINS LLC							
		367.50	REVIEW/LETTER-MURPHY		118836	6617	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		367.50								
152577	12/16/2024		6281 LIGHTNING DISPOSAL, INC.							
		472.60	TRASH SVC-PUBLIC WORKS		118722	0000703159	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		1,678.07	TRASH SVC-LIBRARY		118722	0000703159	10330.6379		CONT SERV/REFUSE & SANITATION	BUILDINGS
		2,150.67								
152578	12/16/2024		1855 LUTHER MEMORIAL CHURCH							
		350.00	FACILITY USE FEE		118723	11/05/24	10140.6381		OTHER RENTALS	CITY CLERK
		350.00								
152579	12/16/2024		6681 MANN'S SOFTENER SALT DELIVERY							
		276.10	NM SOLAR SALT (27)		118724	INV369	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		331.90	JC SOLAR SALT (33)		118725	INV368	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		608.00								
152580	12/16/2024		1878 MARK'S AERIAL SERVICE							

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152580	12/16/2024		1878 MARK'S AERIAL SERVICE						Continued...	
		1,750.00	TREE RMV/DEBRIS-647 10TH		118727	005323	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		1,750.00								
152581	12/16/2024		13824 MARSCHINKE, MARIAH							
		150.00	CUSTODIAN FEE-GEN ELECTION		118726	11/5/2024	10140.6381		OTHER RENTALS	CITY CLERK
		150.00								
152582	12/16/2024		13985 MARTIN MARIETTA MATERIALS							
		26,353.42	ASPHALT-KAP LANDING TRAIL		118807	44483481	40402.6530		IMPR OTHER THAN BUILDING	CAPITAL PROGRAMS FUND
		26,353.42								
152583	12/16/2024		1900 MCMULLEN INSPECTING, INC.							
		3,335.20	ELEC INSPECTS NOV24		118728	12/3/2024	10410.6302		PROFESSIONAL SERVICES	DEVELOPMENT SERVICES
		3,335.20								
152584	12/16/2024		1911 MENARDS, INC-WEST ST PAUL							
		23.48	HOLE SAW, BLADE		118729	2660	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		46.30	TAPCONS		118730	2751	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		28.92	TOGGLE BOLTS/TAPCON		118731	2811	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		149.39	TAPE/TIRE FOAM/ANCHORS		118732	3120	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		13.56	BUCKET/BOOT TRAY		118733	3154	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		7.88	CONCESS RESALE		118733	3154	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		372.18	PAINT SUPPLY		118734	3227	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		117.89	CABLE TIES/PLUNGERS		118735	3294	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		155.88	ICE MELT		118737	3177	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		52.94	BROOM/DECK STAR DR/CLNR		118738	3105	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		41.62	DRILL BITS/TAPCON		118739	3111	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		32.88	DRIVEWAY PATCH/SQUEEGE		118740	3064	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		16.50	CONCESSIONS RESALE		118818	3315	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		1,059.42								
152585	12/16/2024		1913 MERIT ELECTRIC COMPANY							
		3,876.53	BREAKROOM ELECTRICAL		118741	78263	40402.6560	POL241	BUILDING FIXTURES AND IMPRS	CAPITAL PROGRAMS FUND
		3,876.53								
152586	12/16/2024		6712 MIDWEST LIGHTING PRODUCTS							
		49.35	NM /LIGHT BULBS		118743	00073645	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		187.20	JC/LIGHT BULBS		118744	00073636	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		236.55								

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152587	12/16/2024		1444 MIDWEST MACHINERY CO						Continued...	
		396.55	BUSHING/SOCKET/PINS #1580		118742	10305821	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		396.55								
152588	12/16/2024		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		302.86	SURCHARGE FOR NOVEMBER		118750	NOVEMBER0371552	10101.2083		SURCHARGES	GENERAL FUND
					024					
		302.86								
152589	12/16/2024		6332 MINNESOTA DEPARTMENT OF TRANSPORTATION							
		4,086.51	MATERIAL TEST/INSPECTS		118746	P00019258	40432.6302	202401	PROFESSIONAL SERVICES	2016 LOCAL IMPROVEMENTS
		4,086.51								
152590	12/16/2024		6027 MINNESOTA POLICE AND PEACE OFFICERS ASS							
		456.00	2025 LDF-01,02,03		118814	12/4/2024	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		456.00								
152591	12/16/2024		13943 MINNESOTA POLICE AND PEACE OFFICERS ASS							
		210.00	2025 MPPOA MMBR 01, 02, 03		118813	12/4/2024	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		210.00								
152592	12/16/2024		13345 MUSEUS, DAN							
		244.98	BOOT ALLOWANCE		118745	144225	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		244.98								
152593	12/16/2024		7391 NAN MCKAY AND ASSOCIATES, INC.							
		3,000.00	HOUSING PRG ASSESSMENT		118714	PCSOP02413	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		3,000.00								
152594	12/16/2024		14383 NFI, INC.							
		11.96	EXTENSION CORD		118747	550964/D	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		11.96								
152595	12/16/2024		14367 NORTH RIDGE OUTDOOR SERVICES							
		1,815.00	NM NOV24 LAWN CARE		118748	23654	50677.6371.050		MTNCE-LANDSCAPE/GROUNDS	NAN MCKAY APT BLDG
		1,954.00	JC NOV24 LAWN CARE		118749	23653	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		3,769.00								
152596	12/16/2024		2166 O'REILLY AUTO PARTS							
		27.99	THREADLOCK		118751	1767-395758	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		27.99								

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152596	12/16/2024		2166 O'REILLY AUTO PARTS						Continued...	
152597	12/16/2024		2240 PLUNKETT'S PEST CONTROL, INC.							
		115.09	PEST CONTROL-CITY HALL		118752	8893583	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		91.50	PEST CONTROL-PUBLIC WORKS		118753	8894051	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		31.16	PEST CONTROL-MCMORROW		118754	8914277	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		30.09	PEST CONTROL-WELL #4		118755	8914367	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		89.88	PEST CONTROL-SPLASH POOL		118756	8913385	10527.6371		REPAIRS & MAINT CONTRACTUAL	SPLASH POOL
		189.17	JC NOV24 MULTI HOUSE PRGM		118757	8905456	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		360.00	UNIT SWEEP		118758	8877313	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		750.00	UNIT SWEEP ENDING 06-07		118759	8893857	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		690.00	UNIT SWEEP ENDING 09-10		118760	8912462	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		55.65	NM NOV24 MULTI HOUSE PGRM		118761	8900632	50677.6371.090		MTNCE-EXTERMINATION	NAN MCKAY APT BLDG
		70.00	NM #408 LT SPIDER TRTMNT		118762	8880607	50677.6371.090		MTNCE-EXTERMINATION	NAN MCKAY APT BLDG
		70.00	NM#311 NO BB		118763	8886520	50677.6371.090		MTNCE-EXTERMINATION	NAN MCKAY APT BLDG
		100.00	NM#413/#415 LT FLYING INSECTS		118764	8891524	50677.6371.090		MTNCE-EXTERMINATION	NAN MCKAY APT BLDG
		30.00	NM#202 LT SPIDER TRTMNT		118765	8913637	50677.6371.090		MTNCE-EXTERMINATION	NAN MCKAY APT BLDG
		720.00	UNIT SWEEP		118817	8885364	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		3,392.54								
152598	12/16/2024		14691 PRECISION PAINTING & STRIPING CO							
		3,150.00	PARK LOT RESTRIPE/PAINTING		118766	0024-1012	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		3,150.00								
152599	12/16/2024		6360 PROFORMA POWERHOUSE SOLUTIONS							
		309.00	DOG PARK BADGES		118767	BS22026970C	10520.6210		OPERATING SUPPLIES	PARKS ADMINISTRATION
		831.00	DOG PARK LANYARDS		118767	BS22026970C	10520.6210		OPERATING SUPPLIES	PARKS ADMINISTRATION
		59.00	FREIGHT		118767	BS22026970C	10520.6210		OPERATING SUPPLIES	PARKS ADMINISTRATION
		90.00	SET UP FEES (2)		118767	BS22026970C	10520.6210		OPERATING SUPPLIES	PARKS ADMINISTRATION
		1,289.00								
152600	12/16/2024		2286 QUILL LLC							
		68.16	OFFICE SUPPLY		118768	41554543	10420.6201		OFFICE SUPPLIES	CODE ENFORCEMENT
		68.16								
152601	12/16/2024		14315 RENTGROW, INC.							
		72.00	NM BACKGROUND CK NOV24		118769	1725568	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		96.00	JC BACKGROUND CK NOV24		118770	1725567	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		168.00								
152602	12/16/2024		7376 RIVERTOWN ELECTRIC, INC.							

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152602	12/16/2024		7376 RIVERTOWN ELECTRIC, INC.						Continued...	
		3,050.25	JC#1307 CIRCUIT BRKR RPL		118771	11715	50678.6371.070		MTNCE-ELECTRICAL	JOHN CARROLL APT BLDG
		3,050.25								
152603	12/16/2024		14748 ROSARIO, CARMEN							
		88.53	NM#900 MOVE OUT REFUND		118837	08052024	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG
		88.53								
152604	12/16/2024		11688 SAFEASSURE CONSULTANTS INC.							
		6,043.80	SAFETY TRAINING-CONSULTING		118812	3710	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		6,043.80								
152605	12/16/2024		2408 SCHINDLER ELEVATOR CORPORATION							
		802.51	NM ELEV SVC 11/22/24		118772	7154066817	50677.6371.040		MTNCE-ELEVATOR MTNCE	NAN MCKAY APT BLDG
		1,411.33	NM (2) ELEV SVCS 11/21/24		118773	7154066697	50677.6371.040		MTNCE-ELEVATOR MTNCE	NAN MCKAY APT BLDG
		2,213.84								
152606	12/16/2024		2410 SCHLOMKA SERVICES LLC							
		591.87	PUMP/CLN FLAM TRAPS-CH		118774	33857	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		1,183.73	PUMP/CLN FLAM TRAPS-PW		118774	33857	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		1,775.60								
152607	12/16/2024		6703 SENTRY SYSTEMS, INC							
		30.00	NM MONITOR SYST DEC24		118808	798211	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		30.00	JC MONITOR SYST DEC24		118808	798211	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		60.00								
152608	12/16/2024		2633 SHERWIN-WILLIAMS CO., THE							
		1,333.58	NM PAINT FOR MOVE INS		118775	2201-9	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		25.48	PAINT-BLACK		118776	2885-1	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		458.90	PAINT-WAKOTA CREAM		118777	2886-9	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		1,817.96								
152609	12/16/2024		2547 ST. JOHN VIANNEY							
		300.00	FACILITY USE FEE		118778	11/5/2024	10140.6381		OTHER RENTALS	CITY CLERK
		300.00								
152610	12/16/2024		2558 STATE INDUSTRIAL PRODUCTS							
		118.67	NM AIR CARE PROGRAM		118809	903588347	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		118.67								

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
152611	12/16/2024		2664 TRACTOR SUPPLY CREDIT PLAN						Continued...	
		74.47	PROPANE FILL		118781	200650088	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		74.47								
152612	12/16/2024		14730 TUSHIE-MONTGOMERY ASSOCIATES P.C.							
		14,422.44	HARDMAN TRIANGLE MSTRPLAN		118782	224214A-02	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		14,422.44								
152613	12/16/2024		14613 TWIN CITIES DOTS & POP, LLC							
		544.32	DIPPIN DOTS RESTOCK		118783	I241129173	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		544.32								
152614	12/16/2024		14336 VALLE CARPET CORP							
		3,255.05	NM#808 DEMO/INSTALL PANEL		118810	1031	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		650.00	NM #604 (3) DOORS&INSTALL		118811	1032	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		3,905.05								
152615	12/16/2024		2744 VAN PAPER COMPANY							
		382.95	LINERS/PPR TWL/TP		118784	090985	10330.6210		OPERATING SUPPLIES	BUILDINGS
		382.95								
152616	12/16/2024		2786 WATER CONSERVATION SERVICE INC.							
		4,500.00	ANNUAL SYST LEAK SURVEY		118785	14432	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		4,500.00								
152617	12/16/2024		2788 WATSON COMPANY							
		126.96	CONCESS PRODUCT RESALE		118786	146143	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		622.27	CONCESS PROD RESALE		118787	146159	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		197.29	CONCESS PROD RESALE		118788	146294	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		946.52								
152618	12/16/2024		2785 WM CORPORATE SERVICES, INC.							
		1,219.69	JC DUMPSTER SVC 10/16-10/31		118789	9165525-2282-0	50678.6371.010	229901	MTNCE-GARBAGE/TRASH/RECYCLING JOHN CARROLL APT BLDG	
		1,454.58	NM NOV24 SVC		118791	0196678-4166-2	50677.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING NAN MCKAY APT BLDG	
		1,007.76	JC NOV24 SVC		118792	0196638-4166-6	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING JOHN CARROLL APT BLDG	
		3,682.03								
152619	12/16/2024		2849 XCEL ENERGY							
		13,921.39	STREETLIGHTS		118793	51-6871028-3	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						12/3/24				
		12,738.56	WOOG ARENA		118794	51-5660593-9	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
152619	12/16/2024		2849 XCEL ENERGY						Continued...	
						12/2/24				
		16,945.05	WATER		118795	51-5844319-7	50605.6385		UTILITY SERVICE	WATER UTILITY
						12/6/24				
		47.42	POLICE		118796	51-4903872-2	10210.6385		UTILITY SERVICE	POLICE PROTECTION
						12/5/24				
		2,261.10	CITY HALL		118797	51-4686910-7	10330.6385		UTILITY SERVICE	BUILDINGS
						12/5/24				
		128.94	ST LGT UTILITY FUND		118797	51-4686910-7	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						12/5/24				
		2,013.70	PUBLIC WORKS		118798	51-4242183-6	10320.6385		UTILITY SERVICE	PUBLIC WORKS
						12/2/24				
		229.32	SEWER UTILITY FUND		118798	51-4242183-6	50606.6385		UTILITY SERVICE	SEWER UTILITY
						12/2/24				
		375.64	STORM UTILITY FUND		118798	51-4242183-6	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
						12/2/24				
		220.78	ST LGT UTILITY FUND		118798	51-4242183-6	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						12/2/24				
		1,384.98	AIRPORT		118799	51-6236355-3	20245.6385		UTILITY SERVICE	AIRPORT
						12/2/24				
		618.46	SPLASH POOL		118800	51-5316080-0	10527.6385		UTILITY SERVICE	SPLASH POOL
						12/2/24				
		212.11	NORTHVIEW		118800	51-5316080-0	10528.6385		UTILITY SERVICE	NORTHVIEW POOL
						12/2/24				
		926.56	PARKS		118800	51-5316080-0	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
						12/2/24				
		493.93	ST LGT UTILITY FUND		118800	51-5316080-0	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						12/2/24				
		52,517.94								
801127	12/9/2024		3615 CAMPBELL KNUTSON, P.A.							
		10,189.92	OCT24 PROSECUTION FEES		118635	3168-0990G	10130.6304		PROFESSIONAL SVCS-CRIMINAL	CITY ATTORNEY
						10/31/2024				
		10,189.92								
801128	12/9/2024		1240 DAKOTA COMMUNICATIONS CENTER							
		50,679.00	DEC24 911 FEE		118646	AR-0000000144	10210.6305		DISPATCH SERVICES	POLICE PROTECTION
		50,679.00								
801129	12/9/2024		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS							
		616.25	NETWORK SUPPORT		118560	100005	10160.6302		PROFESSIONAL SERVICES	INFORMATION TECHNOLOGY

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
801129	12/9/2024		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS						Continued...	
		46.13	CABLE		118561	100006	10160.6240		MINOR EQUIPMENT AND FURNITURE	INFORMATION TECHNOLOGY
		30.00	TOKENS		118562	102016	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		9,546.78	FIBER SUPPLIES		118563	102017	40402.6530		IMPR OTHER THAN BUILDING	CAPITAL PROGRAMS FUND
		60.32	FIBER LOCATES		118564	102018	10160.6302		PROFESSIONAL SERVICES	INFORMATION TECHNOLOGY
		5,482.60	FIBER PERMITS		118565	102019	40402.6530		IMPR OTHER THAN BUILDING	CAPITAL PROGRAMS FUND
		15,782.08								
801130	12/9/2024		2289 R&R SPECIALTIES OF WISCONSIN, INC.							
		217.20	BALL BEARG-AUGER ZAM 1		118592	0083706-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		217.20								
801131	12/13/2024		1818 LELS LOCAL 95							
		105.00			118829	121124738583	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		105.00								
801132	12/13/2024		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		929.48			118831	121124738585	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		929.48								
801133	12/13/2024		2243 POLICE FLOWER FUND							
		40.00			118824	1211247385814	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		40.00								
801134	12/16/2024		3615 CAMPBELL KNUTSON, P.A.							
		10,360.97	NOV24 PROSECUTION FEE/SVCS		118681	3168-0999G 11/30/24	10130.6304		PROFESSIONAL SVCS-CRIMINAL	CITY ATTORNEY
		10,360.97								
801135	12/16/2024		2585 STREICHER'S - MINNEAPOLIS							
		4,871.92	(8) LGTS & OPTICS-40MM		118779	11731206	10210.6580		OTHER EQUIPMENT	POLICE PROTECTION
		152.98	LATUFF HOLSTER BELT/GLOVES		118780	11731106	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		5,024.90								
2024366	11/25/2024		6037 HEALTHPARTNERS-DENTAL							
		720.96	DENTAL CLAIMS PAID		118673	11/14/24-11/20/ 24	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		720.96								
2024367	11/26/2024		5900 FP MAILING SOLUTIONS							
		2,000.00	POSTAGE		118674	TDC#600069876-6	10101.1610		PREPAID POSTAGE	GENERAL FUND

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024367	11/26/2024		5900 FP MAILING SOLUTIONS						Continued...	
						75				
		2,000.00								
2024368	12/3/2024		6037 HEALTHPARTNERS-DENTAL							
		737.00	DENTAL CLAIMS PAID		118677	11/21/24-11/27/24	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		737.00								
2024369	12/4/2024		14645 MEDSURETY, LLC							
		35.00	FSA REIMB-HEALTH-2024		118678	12/03/2024	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		15.05	HRA REIMBURSEMENT 2024		118678	12/03/2024	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		50.05								
2024370	12/13/2024		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		717.12			118832	121124738586	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		46.14			118833	121124738587	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		207.66			118834	121124738588	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		107.98			118835	121124738589	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		1,078.90								
2024371	12/13/2024		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		3,710.00			118821	1211247385811	10101.2175		OTHER RETIREMENT	GENERAL FUND
		3,710.00								
2024372	12/13/2024		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		12,843.85			118822	1211247385812	10101.2175		OTHER RETIREMENT	GENERAL FUND
		12,843.85								
2024373	12/13/2024		2200 PERA							
		74,850.96			118823	1211247385813	10101.2174		PERA	GENERAL FUND
		74,850.96								
2024374	12/13/2024		2748 MISSION SQUARE TRANSFER (EFT)							
		1,960.00			118825	1211247385815	10101.2175		OTHER RETIREMENT	GENERAL FUND
		1,960.00								
2024375	12/13/2024		14645 MEDSURETY, LLC							
		4,653.03			118827	1211247385817	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		4,653.03								

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024376	12/13/2024		1338 EFTPS						Continued...	
		40,933.90			118819	121124738581	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		41,678.42			118828	121124738582	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		82,612.32								
2024377	12/13/2024		2013 MINNESOTA REVENUE (C)							
		18,791.20			118820	1211247385810	10101.2172		STATE WITHHOLDING	GENERAL FUND
		18,791.20								
2024378	12/3/2024		14645 MEDSURETY, LLC							
		279.00	HRA/HSA/FSA/DCAP FEES DEC24		118842	367232	10125.6375		OTHER CONTRACTED SERVICES	HUMAN RESOURCES
		279.00								
2024379	12/6/2024		14645 MEDSURETY, LLC							
		37.67	FSA REIMB-HEALTH-2024		118843	12/04/2024	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		37.67								
2024380	12/9/2024		6037 HEALTHPARTNERS-DENTAL							
		1,166.25	DENTAL CLAIMS PAID		118846	11/28/24-12/04/24	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		1,166.25								
2024381	12/11/2024		14645 MEDSURETY, LLC							
		2.53	FSA REIMB-HEALTH-2024		118845	12/10/2024	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		199.00	HRA REIMBURSEMENT 2024		118845	12/10/2024	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		201.53								
2024382	12/13/2024		14645 MEDSURETY, LLC							
		150.00	HSA REWARD MONEY		118847	Q324	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		150.00								
		1,025,767.76	Grand Total							
								Payment Instrument Totals		
								Checks	726,596.49	
								EFT Payments	205,842.72	
								A/P ACH Payment	93,328.55	
								Total Payments	1,025,767.76	



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.C.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Submitted for approval by consent.

OVERVIEW

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. The attached listing contains new and/or renewal applications which have been applied for since the last City Council Meeting. These licenses will expire as indicated on the attached report.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. City Council Report (Licenses)

City of South St Paul
City Council Report

<u>ID</u>	<u>Company</u>	<u>License #</u>	<u>License Type</u>	<u>Status</u>	<u>Issued</u>	<u>Expires</u>	<u>Address</u>	<u>Complex</u>	<u>Council</u>
15655	Stefan John Brennan	00015307	Rental Housing	A	12/05/2024	05/31/2025	156 10th Ave N		12/16/2024
15653	Baylee Lachelle Munce	00015301	Rental Housing	A	11/20/2024	05/31/2025	312 13th Ave N		12/16/2024



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: Police
PREPARED BY: Brian Wicke
AGENDA ITEM NUMBER: 8.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2024-151 Approving the City of South St. Paul Emergency Operations Plan-2025.

OVERVIEW

South St. Paul is subject to major emergencies and disasters that can pose a significant threat to public safety and/or health. These events include natural disasters, technological hazards, civil emergencies, and national security events. An Emergency Operations Plan is needed to enable the city to operate and carry out emergency functions and to protect the public (and, in some cases, the environment) from the effects of the above-mentioned hazards.

The City of South St. Paul first adopted its all-hazard Emergency Response Plan in 1986. That plan was revised in 1991 and underwent a complete revision in 2001. The 2001 version was adopted by the City Council on December 3, 2001. Since then, there have been several additions, revisions and updates incorporated into the Plan. In 2010, the Plan was completely rewritten again and named the Emergency Operations Plan. In 2013, the city entered a partnership with Dakota County Emergency Management to assist with updating and maintaining our Emergency Operations Plan. Together we worked with the cities of West St. Paul, Inver Grove Heights, and Mendota Heights to work cooperatively with our Emergency Operations Plans so we could easily work together in the event of a major emergency or disaster.

The Emergency Operations Plan is Security Information which is classified as nonpublic data under Minnesota State Statutes and as such the plan is not included with this agenda report. The plan can be physically reviewed during normal business hours in the police department and will be shared with you separately from this agenda report in advance of this meeting.

The South St. Paul City Code, Section 22-21(b), requires the City's Emergency Management Director to prepare a comprehensive general plan for emergency management of the City and to present the plan to the City Council for approval by Resolution.

SOURCE OF FUNDS

2025 Police Protection Budget

ATTACHMENTS

1. Resolution

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-151

APPROVAL OF THE SOUTH ST. PAUL EMERGENCY OPERATIONS PLAN-2025

WHEREAS, The City of South St. Paul recognizes that tornados, floods, blizzards and other natural disasters can affect the City of South St. Paul; and

WHEREAS, The City also recognizes that major disasters such as train wrecks, aircraft crashes, explosions, pipeline failures, hazardous material releases, national security events, disease outbreaks and other emergencies pose potential threats to public health and safety in South St. Paul and its surrounding area; and

WHEREAS, The City Code of the City of South St. Paul, Section 22-21(b), requires the City's emergency management director prepare a comprehensive general plan for emergency management of the City and present the plan to the City Council for approval;

NOW, THEREFORE, BE IT RESOLVED: by the City Council of the City of South St. Paul, Minnesota, the South St. Paul Emergency Operations Plan-2025 is approved.

Adopted this 16th day of December, 2024.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: Human Resources
PREPARED BY: Shelly Anderson
AGENDA ITEM NUMBER: 8.E.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Staff recommends City Council approve the hire of David Letcher as part-time Finance Support Specialist under the terms listed herein. The anticipated start date is January 6, 2025.

OVERVIEW

As a part of the City Council meeting of October 21, 2024, City Council accepted a letter of resignation from the position of Finance Support Specialist.

The position of Finance Support Specialist was posted internally and externally, on the City's and League of Minnesota Cities websites. An interview panel consisting of Finance Director Hilger, Asst. Finance Director Hines and HR Specialist Haima interviewed candidates on November 15 and 20. Following the interview process, the panel reached consensus to make a conditional job offer to applicant David Letcher.

The position of Finance Support Specialist involves customer service, data entry, and finance/cash management skills. David Letcher is a new South St. Paul resident who has worked as a small business manager. Prior to this position, he was a Senior Readiness Officer with the US Army. A redacted copy of his application is attached.

The Finance Support Specialist position is a pre-existing job class within the AFSCME bargaining unit. Terms and conditions of employment are therefore subject to the collective bargaining agreement between the City and AFSCME. This position is part-time, 25 hours per week. It is recommended that Mr. Letcher start at Step 1 of the pay range, or \$26.44 per hour (\$27.37 per hour beginning 01/01/2025).

SOURCE OF FUNDS

Finance Budget 10150

ATTACHMENTS

1. Applicant_LetcherD_REDACTED

EMPLOYMENT APPLICATION



CITY OF SOUTH ST. PAUL
 125 3rd Ave N
 South St. Paul, Minnesota 55075
 651-554-3203
<http://www.southstpaul.org>

Letcher, David
24-00022 FINANCE SUPPORT SPECIALIST

Received: 11/6/24 11:02 AM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience

☐ Training

☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE:
 FINANCE SUPPORT SPECIALIST

EXAM ID#:
 24-00022

NAME: (Last, First, Middle)
 Letcher, David

SOCIAL SECURITY NUMBER:
 N/A

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

EMAIL ADDRESS:

HOME PHONE:

NOTIFICATION PREFERENCE:
 Email

LEGAL RIGHT TO WORK IN THE UNITED STATES?

☒ Yes ☐ No

What is your highest level of education?

Associate's Degree

PREFERENCES

WHAT TYPE OF JOB ARE YOU LOOKING FOR?

Regular

TYPES OF WORK YOU WILL ACCEPT:

Full Time, Part Time

EDUCATION

DATES:

SCHOOL NAME:

Upper Iowa University

LOCATION: (City, State/Province)

West Des Moines, Iowa

DID YOU GRADUATE?

☐ Yes ☒ No

DEGREE RECEIVED:

Bachelor's

MAJOR:

BUSINESS ADMINISTRATION

DATES:

SCHOOL NAME:

Des Moines Area Community College

LOCATION: (City, State/Province)

West Des Moines, Iowa

DID YOU GRADUATE?

☒ Yes ☐ No

DEGREE RECEIVED:

Associate's

MAJOR:

AS Degree

WORK EXPERIENCE

DATES:

From: 4/2023 To: Present

EMPLOYER:

Aqua Oasis Pool & Spas

POSITION TITLE:

Small Business Manager

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

Johnston, Iowa, 50131

PHONE NUMBER:

MAY WE CONTACT THIS EMPLOYER?

☒ Yes ☐ No

DUTIES:

Bullfrog Spas Partner Dealer

- * Developed an automation system to catalog all warranty claims to properly account for products and services.
- * Facilitated remote operations during offsite events such as the state fair and home shows.
- * Properly inventoried and tracked all sales of over 500 transactions resulting in high customer satisfaction rates.
- * Instructed staff on new AR options that helped enhance potential buyers' experience.
- * Cultivated a safe and welcoming culture for potential buyers, peers, and staff members

DATES:

From: 2/2017 To: 4/2022

EMPLOYER:

U.S. ARMY

POSITION TITLE:

Senior Readiness Officer

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

Johnston, Iowa, 50131

MAY WE CONTACT THIS EMPLOYER?

☒ Yes ☐ No

DUTIES:

- Oversaw all administrative and logistical operations for a company of 330 new recruits.
- Advised senior staff on training, logistics, and cadre and warrior readiness.
 - Created PowerPoint training presentations for new recruits.
 - Performed monthly pre-shipper screenings and warrior outreach.
- Iowa Army National Guard

2017-2022

- Administered social media accounts and SharePoint.
- Reported to National Guard Bureau on training seat management, training pipeline success, negative end strength, and administrative quality control.
- Conducted data analysis to find trends on mission success rates.
- o Improved overall metrics of the recruit sustainment program from 78% to 89.5%, going from 6th place out of 7 to 1st place in the State of Iowa, within 24 months.

REASON FOR LEAVING:

Retired

DATES: From: 10/2012 To: 2/2017	EMPLOYER: Iowa Army National Guard	POSITION TITLE: OFFICER IN CHARGE, TRAINING
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 7105 NW 70th Ave, Johnston, Iowa		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		

DUTIES:

NON-COMMISSIONED OFFICER IN CHARGE, TRAINING COORDINATOR -----

WARRIOR AND FAMILY SERVICES BRANCH

* Managed an office of 25 soldiers and civilians.

* Maintained social media and SharePoint.

* Instructed over 100 classes to 1800 soldiers and Airmen as a subject matter expert and lead Master Resiliency trainer.

* Developed training at the state and national level to prepare Service Members and their families for deployments.

* Completed Incident Investigations by review of incident facts to determine if collateral misconduct occurred within the realm of suicide or sexual assault.

o Handled sensitive and confidential information

o HIPAA certified

* Advised senior leadership on trends affecting incidents and proposed solutions.

* Implemented new response strategies to aid in service member needs.

* Organized quarterly career and military resource fairs in various locations throughout the state * Collaborated with corporate, city, and state employers to aid with the knowledge gap needed to hire military spouses and veterans.

DATES: From: 4/2009 To: 10/2012	EMPLOYER: Iowa Army National Guard	POSITION TITLE: SENIOR HUMAN RESOURCES SPECIALIST
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Johnston, Iowa		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		

DUTIES:

Iowa Army National Guard ARMY NATIONAL GUARD JOINT FORCES HEADQUARTERS

* Completed over 400 personnel actions and evaluations.

* Provided reports to directors that enabled them to conduct process improvement.

* Processed over 2500 awards, promotions, reductions, and pay transactions

DATES: From: 2/2006 To: 3/2009	EMPLOYER: Iowa Army National Guard	POSITION TITLE: RECRUITER
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Johnston, Iowa		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		

DUTIES:

RECRUITING AND RETENTION BATTALION

* Recruited Iowans to join the Iowa Army National Guard.

* Provided career guidance on available military occupational specialties (MOS).

* Sold the Iowa Army National Guard as a way of life to recruits and parents.

* Counseled the recruits through the process of aptitude testing, military entrance processing, and enlistment.

* Brainstormed innovative new ways to reach and connect with potential recruits.

REASON FOR LEAVING:

Promoted to a new position

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION**Military Service**

Served in the U.S. Military for nearly 22 years.

REFERENCES

REFERENCE TYPE: Professional	NAME:	POSITION:
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Job Specific Supplemental Questions

1. **This position is part-time (25 hours per week), with typical hours of 10AM to 3PM, M-F. Are you looking for part-time employment?**

Yes

The following terms were accepted by the applicant upon submitting the online application:

By clicking the Accept & Submit button, I hereby certify that all information I have provided in this application is true and complete to the best of my knowledge. Any misrepresentation or omission of any fact in my application, resume or any other materials, or during interviews, can be justification for refusal of employment, or if employed, will be grounds for dismissal, regardless of length of employment or when the misrepresentation or omission is discovered.

I acknowledge that I have received a copy of the job description summary for the position for which I am applying. With my digital signature, I am providing the City of South St. Paul authorization to verify all information I provided within this application packet, including contacting current or previous employers. However, I understand that if, in the Employment Experience section I have answered "No" to the question "May we contact this employer?" contact with my current employer will not be made without my specific authorization.

I further understand that criminal history checks will be conducted and all employment offers are conditioned upon passing a criminal background check. Convictions are not an automatic bar to employment, each case is considered on its individual merits and the type of work sought. However, making false statements or withholding information may cause you to be rejected for or terminated from employment.

I also understand I may be required to submit to and pass a physical examination and/or drug screening by a City designated doctor. I also agree that in the event I am employed by the City, I will submit to further physical or drug screens when requested by the City.

I understand it is my responsibility to notify the City of South St. Paul in writing of any changes to information reported in this application for employment.

This application was submitted by David Letcher on 11/6/24 11:02 AM

Signature _____

Date _____

DAVID LETCHER

PROFESSIONAL PROFILE

I am an Army veteran of 22 years with experience in military recruiting, human resources, and operations. I currently manage a small business where I have built and sustained automation processes to improve business practices. My expertise is in building, sustaining and advising on operations and team member effectiveness. From equipping employees with mentorship and guidance to providing customer service and solutions, I have always been committed to developing effective ways to improve the end user experience.

WORK EXPERIENCE

Small Business Manager Bullfrog Spas Partner Dealer

Aqua Oasis Pool & Spas | 2023-Present

- Developed an automation system to catalog all warranty claims to properly account for products and services.
- Facilitated remote operations during offsite events such as the state fair and home shows.
- Properly inventoried and tracked all sales of over 500 transactions resulting in high customer satisfaction rates.
- Instructed staff on new AR options that helped enhance potential buyers' experience.
- Cultivated a safe and welcoming culture for potential buyers, peers, and staff members

SENIOR UNIT READINESS AND OPERATIONS NON-COMMISSIONED OFFICER RECRUITING AND RETENTION BATTALION

Iowa Army National Guard | 2017-2022

- Oversaw all administrative and logistical operations for a company of 330 new recruits.
- Advised senior staff on training, logistics, and cadre and warrior readiness.
- Created PowerPoint training presentations for new recruits.
- Performed monthly pre-shipper screenings and warrior outreach.
- Administered social media accounts and SharePoint.
- Reported to National Guard Bureau on training seat management, training pipeline success, negative end strength, and administrative quality control.
- Conducted data analysis to find trends on mission success rates.
 - Improved overall metrics of the recruit sustainment program from 78% to 89.5%, going from 6th place out of 7 to 1st place in the State of Iowa, within 24 months.

NON-COMMISSIONED OFFICER IN CHARGE, TRAINING COORDINATOR WARRIOR AND FAMILY SERVICES BRANCH

Iowa Army National Guard | 2012-2017

- Managed an office of 25 soldiers and civilians.
- Maintained social media and SharePoint.
- Instructed over 100 classes to 1800 soldiers and Airmen as a subject matter expert and lead Master Resiliency trainer.
- Developed training at the state and national level to prepare Service Members and their families for deployments.
- Completed Incident Investigations by review of incident facts to determine if collateral misconduct occurred within the realm of suicide or sexual assault.
 - Handled sensitive and confidential information
 - HIPAA certified
- Advised senior leadership on trends affecting incidents and proposed solutions.
- Implemented new response strategies to aid in service member needs.
- Organized quarterly career and military resource fairs in various locations throughout the state of Iowa.
- Collaborated with corporate, city, and state employers to aid with the knowledge gap needed to hire military spouses and veterans.

SENIOR HUMAN RESOURCES SPECIALIST
IOWA ARMY NATIONAL GUARD JOINT FORCES HEADQUARTERS

Iowa Army National Guard | 2009-2012

- Completed over 400 personnel actions and evaluations.
- Provided reports to directors that enabled them to conduct process improvement.
- Processed over 2500 awards, promotions, reductions, and pay transactions

RECRUITER
RECRUITING AND RETENTION BATALLION

Iowa Army National Guard | 2006-2009

- Recruited Iowans to join the Iowa Army National Guard.
- Provided career guidance on available military occupational specialties (MOS).
- Sold the Iowa Army National Guard as a way of life to recruits and parents.
- Counseled the recruits through the process of aptitude testing, military entrance processing, and enlistment.
- Brainstormed innovative new ways to reach and connect with potential recruits.

E D U C A T I O N

BACHELOR OF SCIENCE IN BUSINESS ADMINISTRATION

Upper Iowa University| Fayette, IA | In Progress

ASSOCIATE OF SCIENCE IN LIBERAL ARTS

Des Moines Area Community College| Ankeny, Iowa | 2018

E X P E R T I S E

- | | | |
|-------------------------|----------------------------|-----------------------------|
| • Recruiting (79T) | • Detail-oriented | • Team Building |
| • Human Resources (42A) | • Operations | • Composite Risk Management |
| • Retention | • Project Management | • Public Speaking |
| • Resiliency | • Process Improvement | • Training & Development |
| • Microsoft Office | • SharePoint Administrator | |

P R O F E S S I O N A L D E V E L O P M E N T

U.S. ARMY MASTER LEADER COURSE

Camp Williams, UT | 2017

U.S. ARMY SENIOR HUMAN RESOURCES LEADER COURSE

Grand Prairie, TX | 2012

U.S. ARMY RECRUITING AND RETENTION COURSE

North Little Rock, AR | 2006



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: Building Inspections
PREPARED BY: Monika Miller
AGENDA ITEM NUMBER: 8.F.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2024-152 approving amendments to the 2025 Fee Schedule related to building permits and inspections.

OVERVIEW

As part of the annual budgeting process, the City adopts a fee schedule which details the fees and charges related to each department. Several of the fees related to electrical permits and inspections were recently highlighted by the City's contracted electrical inspector as needing to be changed. The proposed changes are detailed in Attachment 1.

SOURCE OF FUNDS

ATTACHMENTS

1. Proposed Changes to Electrical Permits in Fee Schedule
2. Resolution 2024-152- Amendment to Fee Schedule for Electrical Permit Fees

ATTACHMENT 1
PROPOSED CHANGES TO ELECTRICAL PERMITS IN FEE SCHEDULE

Building Permits and Inspections	2024	2025
Electrical		
Service/Power Supply 0-400 Amp	\$40.00 each	\$70.00 each
Service/Power Supply 401-800 Amp	\$70.00 each	\$140.00 each
Service/Power Supply over 800 Amp	\$200.00 each	\$200.00 each
Circuit/Feeder 0-200 Amp	\$8.00 each	\$12.00 each
Circuit/Feeder over 200 Amp	\$16.00 each	\$30.00 each
Re-connect circuits/feeders (panel board replacements)	\$6.00 each circuit	\$100.00 per panel
New or existing 1 or 2 Family Dwelling – up to 30 circuits/feeders per unit	\$140.00 per unit	\$200.00 per unit
New or existing 1 or 2 Family Dwelling – over 30 circuits/feeders per unit	\$8.00 per unit	\$12.00 per unit
Additional inspection(s)	\$40.00 each	\$50.00 each
Multi-Family Units up to 20 circuits/feeder per unit	\$80.00 each	\$100.00 each
Multi-Family Units over 20 circuits/feeders per unit	\$8.00 each	\$12.00 each
Investigative Fee	\$80.00 per inspection	\$80.00 per inspection
Technology circuits 0 – 50 Volts	\$0.95 each	\$1.00 each
Street/Outdoor traffic standards	\$6.00 each	\$6.00 each
Transformer up to 10 KVA	\$17.00 each	\$20.00 each
Transformer over 10 KVA	\$34.00 each	\$40.00 each
Carnivals/Transient Projects	\$175.00 minimum	\$175.00 minimum
OVER 250 VOLTS		
Service/Power supply 0-400 Amp	\$80.00 each	\$140.00 each
Service/Power supply 401-800 Amp	\$135.00 each	\$280.00 each
Service/Power supply over 800 Amp	\$200.00 each	\$400.00 each
Circuit/Feeder 0-200 Amp	\$15.00 each	\$24.00 each
Circuit/Feeder over 200 Amp	\$35.00 each	\$60.00 each
SOLAR PANELS - Per Location		
1 – 5,000 Watts	\$90.00	\$90.00
5,001 – 10,000 Watts	\$150.00	\$150.00
10,001 – 20,000 Watts	\$225.00	\$225.00
20,001 – 30,000 Watts	\$300.00	\$300.00
30,001 – 40,000 Watts	\$375.00	\$375.00
40,001 – 1,000,000 Watts	\$375.00 and \$25.00 for each additional 10,000 over 40,000 watts	\$375.00 and \$25.00 for each additional 10,000 over 40,000 watts
1,000,001 to 5,000,000 Watts	\$3,975.00 and \$15.00 for each additional 10,000 over 1,000,000 watts	\$3,975.00 and \$15.00 for each additional 10,000 over 1,000,000 watts
5,000,001 Watts and larger	\$12,975.00 and \$10.00 for each additional 10,000 over 5,000,000 watts	\$12,975.00 and \$10.00 for each additional 10,000 over 5,000,000 watts
Solar Re-roofing reconnection		\$90.00
Residential Remodel - 2 Inspections		\$100.00
Residential Remodel – 3 Inspections		\$200.00
Commercial Remodel – 2 Inspections		\$100.00
Commercial Remodel – 3 Inspections		\$150.00

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-152

**RESOLUTION APPROVING AN AMENDMENT TO THE 2025 FEE SCHEDULE
RELATED TO ELECTRICAL PERMIT FEES**

WHEREAS, the City Council adopted the 2025 fee schedule on December 2, 2024; and

WHEREAS, the fee schedule lists fees and charges for Administrative, Financial, Environmental, Planning, Development, Building, Parks and Recreation, Police, Airport, and Utility services along with code enforcement violations;

WHEREAS, the City Council wishes to amend the fee schedule related to electrical permits and inspections;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of South St. Paul hereby approves the attached amendments to the 2025 Fee Schedule, effective January 1, 2025.

Adopted this 16th day of December, 2024.

City Clerk

Building Permits and Inspections	2025
<u>Electrical</u>	
Service/Power Supply 0-400 Amp	\$70.00 each
Service/Power Supply 401-800 Amp	\$140.00 each
Service/Power Supply over 800 Amp	\$200.00 each
Circuit/Feeder 0-200 Amp	\$12.00 each
Circuit/Feeder over 200 Amp	\$30.00 each
Re-connect circuits/feeders (panel board replacements)	\$100.00 per panel
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New or existing 1 or 2 Family Dwelling – over 30 circuits/feeders per unit	\$12.00 per unit
Additional inspection(s)	\$50.00 each
Multi-Family Units up to 20 circuits/feeder per unit	\$100.00 each
Multi-Family Units over 20 circuits/feeders per unit	\$12.00 each
Investigative Fee	\$80.00 per inspection
Technology circuits 0 – 50 Volts	\$1.00 each
Street/Outdoor traffic standards	\$6.00 each
Transformer up to 10 KVA	\$20.00 each
Transformer over 10 KVA	\$40.00 each
Carnivals/Transient Projects	\$175.00 minimum
<u>OVER 250 VOLTS</u>	
Service/Power supply 0-400 Amp	\$140.00 each
Service/Power supply 401-800 Amp	\$280.00 each
Service/Power supply over 800 Amp	\$400.00 each
Circuit/Feeder 0-200 Amp	\$24.00 each
Circuit/Feeder over 200 Amp	\$60.00 each
<u>SOLAR PANELS - Per Location</u>	
1 – 5,000 Watts	\$90.00
5,001 – 10,000 Watts	\$150.00
10,001 – 20,000 Watts	\$225.00
20,001 – 30,000 Watts	\$300.00
30,001 – 40,000 Watts	\$375.00
40,001 – 1,000,000 Watts	\$375.00 and \$25.00 for each additional 10,000 over 40,000 watts
1,000,001 to 5,000,000 Watts	\$3,975.00 and \$15.00 for each additional 10,000 over 1,000,000 watts
5,000,001 Watts and larger	\$12,975.00 and \$10.00 for each additional 10,000 over 5,000,000 watts
Solar Re-roofing reconnection	\$90.00
Residential Remodel - 2 Inspections	\$100.00
Residential Remodel – 3 Inspections	\$200.00
Commercial Remodel – 2 Inspections	\$100.00
Commercial Remodel – 3 Inspections	\$150.00



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: Engineering
PREPARED BY: Nick Guilliams
AGENDA ITEM NUMBER: 8.G.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve Final Payment to Create Construction LLC for the 2024 Misc. Concrete Repair Project.

OVERVIEW

Enclosed is the final payment for the 2024 Miscellaneous Concrete Repair Project, which was contracted to Create Construction LLC. The amount of this final payment is \$23,886.17, bringing the total project cost to \$160,428.25. This amount reflects an increase of \$28,353.25 over the original contract. During the construction phase, several additional areas were identified and included in the project, allowing us to take advantage of the favorable bid pricing received.

SOURCE OF FUNDS

\$250,000 was budgeted from the Infrastructure Fund.

ATTACHMENTS

1. 2024-07 IRA - Pay App #3 Fully Signed

Partial Pay Estimate No.: 3 - FINAL

2024 MISC. CONCRETE REPAIR PROJECT
CITY OF SOUTH ST PAUL
C.P. 2024-07
CONTRACTOR: CREATE CONSTRUCTION LLC
11/18/2024

ITEM NO.	MNDOT NO.	ITEM	UNIT PRICE	AS BID			PREVIOUS ESTIMATE			THIS ESTIMATE			COMPLETED TO DATE		
				ESTIMATED QUANTITY		ESTIMATED AMOUNT	ESTIMATED QUANTITY		ESTIMATED AMOUNT	ESTIMATED QUANTITY		ESTIMATED AMOUNT	ESTIMATED QUANTITY		ESTIMATED AMOUNT
1	2021.501	MOBILIZATION	\$12,400.00	1	LS	\$12,400.00	1	LS	\$12,400.00	0	LS	\$0.00	1	LS	\$12,400.00
2	2101.502	CLEARING	\$300.00	20	EA	\$6,000.00	4	EA	\$1,200.00	7	EA	\$2,100.00	11	EA	\$3,300.00
3	2104.518	REMOVE CONCRETE WALK	\$5.00	8400	SF	\$42,000.00	10172	SF	\$50,860.00	596	SF	\$2,980.00	10,768	SF	\$53,840.00
4	2521.518	4" CONCRETE WALK	\$7.25	8100	SF	\$58,725.00	9890	SF	\$71,702.50	275	SF	\$1,993.75	10,165	SF	\$73,696.25
5	2521.518	6" CONCRETE WALK	\$14.00	300	SF	\$4,200.00	219	SF	\$3,066.00	384	SF	\$5,376.00	603	SF	\$8,442.00
6	2563.601	TRAFFIC CONTROL	\$5,000.00	1	LS	\$5,000.00	0.9	LS	\$4,500.00	0.1	LS	\$500.00	1	LS	\$5,000.00
7	2575.602	SITE RESTORATION	\$250.00	15	EACH	\$3,750.00	0	EACH	\$0.00	15	EACH	\$3,750.00	15	EACH	\$3,750.00
		TOTAL AMOUNT:		\$132,075.00			\$143,728.50			\$16,699.75			\$160,428.25		



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.H.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to adopt attached list, approving Airport T-Hangar Leases at Fleming Field

OVERVIEW

Airport staff has prepared the 2025 leases for each City owned T-hangar unit with the following tenants on the approved lease agreement with rates set according to the 2025 Rent and Fee Schedule.

These leases will be valid through December 31, 2025. Each is a non-commercial lease that allows the tenants to store aircraft and other incidental items related to the operation of their aircraft on airport property.

A sample T-Hangar Lease is attached.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 2025 T-Hangar List
2. 2025 City T-Hangar Lease

South T-Hangar	Tenant	New Lease Expiration Date	Monthly Rent
201 Charlie Lane	Steve Wetteland	12/31/2025	\$191
205 Charlie Lane	Rey Hurdt	12/31/2025	\$319
209 Charlie Lane	Advantage Aviation Services	12/31/2025	\$289
213 Charlie Lane	Michael Grasz	12/31/2025	\$289
217 Charlie Lane	Fillmore Aviation, LLC	12/31/2025	\$289
221 Charlie Lane	Advantage Aviation Services	12/31/2025	\$289
225 Charlie Lane	Steve Espersen	12/31/2025	\$289
229 Charlie Lane	Little Duke Aviation, LLC	12/31/2025	\$289
233 Charlie Lane	Andrew Reeuwijk	12/31/2025	\$289
237 Charlie Lane	Frank Weatherford	12/31/2025	\$289
241 Charlie Lane	Andy Peterson	12/31/2025	\$289
200 Delta Lane	John McCain	12/31/2025	\$289
204 Delta Lane	Jeff Schwalen	12/31/2025	\$289
208 Delta Lane	Jeffrey Steenson	12/31/2025	\$289
212 Delta Lane	Troy Blazek	12/31/2025	\$289
216 Delta Lane	C & D Aircraft, LLC	12/31/2025	\$289
220 Delta Lane	AJ Madison	12/31/2025	\$289
224 Delta Lane	Island Air	12/31/2025	\$289
228 Delta Lane	Susan Anzion	12/31/2025	\$289
232 Delta Lane	Jack Uhl	12/31/2025	\$289
236 Delta Lane	Fillmore Aviation, LLC	12/31/2025	\$319
240 Delta Lane	Experimental Aircraft Association	12/31/2025	\$95.50

North T-Hangars	Tenant	New Lease Expiration Date	Monthly Rent
1630 Decathlon Lane	Amy Gesch	12/31/2025	\$312
1642 Decathlon Lane	Rich Clark	12/31/2025	\$266
1654 Decathlon Lane	Dan Fanselow	12/31/2025	\$266
1666 Decathlon Lane	Both Wings, LLC	12/31/2025	\$266
1678 Decathlon Lane	James Sweet	12/31/2025	\$266
1690 Decathlon Lane	Daniel Ernst	12/31/2025	\$266
1631 Ercoupe Lane	Prescott Flying Club	12/31/2025	\$266
1643 Ercoupe Lane	Richard Smith	12/31/2025	\$266

1655 Ercoupe Lane	Flaps Inc.	12/31/2025	\$266
1667 Ercoupe Lane	Joseph Bradt	12/31/2025	\$266
1679 Ercoupe Lane	Prescott Flying Club	12/31/2025	\$266
1691 Ercoupe Lane	Ed Kranz	12/31/2025	\$363

Vacant T-Hangars	Tenant
-------------------------	---------------

City of South St. Paul Municipal Airport Fleming Field

2025 T-Hangar Lease Agreement

THIS AGREEMENT, Made and entered in this ____ day of _____, _____, by and between the City of South St. Paul, a Minnesota municipal corporation, (“Landlord”) and _____, (“Tenant”);

WHEREAS, Landlord is the owner of the South St. Paul Municipal Airport-Fleming Field (“Airport”) and the airplane storage hangars located thereat;

WHEREAS, Tenant desires to lease an aircraft storage hangar located at: _____, South St Paul, MN 55075 (“Premises”) on said Airport;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

1. **Term of Lease:** The term of this lease shall be for a term commencing on January 1, 2025 and ending on December 31, 2025 (“Term”). Notwithstanding the foregoing, Tenant may terminate this Lease at any time during the Term for any reason or for no reason by providing Landlord sixty (60) days written notice of the Tenant’s decision to terminate. Any agreement to renew Tenant’s tenancy shall be entered into by the parties prior to the expiration of the Term.

2. **Rental Fee:**

 X South T-Hangar

 X 42 foot door = **\$289.00 per month**

 45 foot door = **\$319.00 per month**

 Garage/Storage = **\$191.00 per month**

 North T-Hangar

 40 foot door = **\$266.00 per month**

 40 foot door w/extra storage = **\$312.00 per month**

 40 foot door w/extra storage and additional features = **\$363.00 per month**

A. Tenant agrees to pay Landlord rent for the Premises on a monthly basis in the sum of **\$289.00** per month (“Rent”), payable on the first day of each month. Tenant may also pay in one Lump Sum of **\$3,468.00** for the entire year. The Rent shall be payable at the office of the Landlord at the address stated in this lease, or such other place as is designated by the Landlord. Any installment of Rent, or portion thereof, which remains unpaid in whole or in part for any period of time in excess of five (5) days after the same is due and payable, shall be subject to a late payment fee equal to fifty (\$50) dollars per month. 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 Section or this Lease.

B. Landlord requests Tenant make Rent payments through automatic debiting of Tenant’s checking account each month through an Automated Clearing House (“ACH”) process. This ACH process reduces Landlord’s billing and rent collection costs. Consequently, **if Tenant elects not to pay its Rent by using the ACH process, Tenant’s Rent shall be increased by \$20 each month to cover the additional collection costs, which sum shall be payable**

by Tenant on the first day of each month in addition to Tenant's monthly Rent referenced in Paragraph 2A above.

- C. In the event the Tenant terminates this Lease prior to the expiration of the Term by giving Landlord sixty (60) days' notice as provided in Section 1, then Tenant's obligation to pay Rent shall cease on the first day of the month following the sixty-day notice period. If Tenant has prepaid the Rent, then Landlord shall issue a refund to the Tenant of the full months of Rent remaining after the expiration of said sixty (60) day period. There will be **NO** refunds on month-to-month leases.

3. **Use of Hangar:**

- A. It is understood and agreed that the Premises can only be used for airplane hangar shelter space. Only items incidental to the use of an aircraft may be stored within the Premises.
- B. Tenant may service and maintain Tenant's aircraft in the hangar, but may not service aircraft owned by others, nor hire outside mechanics to services Tenant's aircraft in the Premises.
- C. Tenant shall keep the Premise in a neat and clean and orderly manner and shall not permit any property whatsoever to be stored outside the hangar or permit any advertising signs or materials to be placed on the outside of the hangar.
- D. The Premises shall not be used for commercial purposes, including but not limited to a business that maintains, services, or uses the aircraft as its primary function. Storage of an airplane owned by, or used in a business, where such use is incidental to the business, shall not be deemed commercial use of the hangar. The Landlord, in its sole discretion, shall determine if Tenant is in violation of this section.

4. **Condition of Aircraft:** The Landlord's intention in granting this Lease is to promote the economic development and sustainability of South St. Paul airport, and therefore desires that aircraft stored under this Lease shall be airworthy. Therefore, all aircraft stored on the Premises shall have a current registration with Minnesota Department of Transportation and be airworthy condition. In the event an aircraft is not airworthy due to repair or maintenance, Tenant shall notify Landlord in writing, describing the estimated timeline to bring aircraft back to airworthy condition. If an aircraft is not airworthy for longer than sixty (60) days, Landlord may, in its sole discretion, terminate this Lease with written notice to Tenant.

5. **Taxes and Assessments:** Landlord agrees to pay all real property taxes and assessments for the real property. Tenant shall pay all license fees or other taxes or charges that may be levied or assessed against any equipment, personal property or other items unrelated to the real property during the Term of this Lease.

6. **Utilities:** Tenant shall pay when due all utilities associated with said Premises.

7. **Terms and Conditions:** It is understood and agreed that the premises are leased primarily for aircraft hangar shelter space. Tenant shall be subject to all airport rules and regulations, including but not limited to the following:

- a) **It is the sole responsibility of the Tenant to secure and lock all hangar doors.** The Landlord shall provide to the Tenant a key for any locks placed on any doors.

- b) **The hangar doors must be kept closed at all times except when moving an aircraft in or out of the Premises.** The doors and hangars may become damaged when the hangar doors are left open. In the event that damage to the hangar doors does occur due to the conduct of the Tenant, it shall be the Tenant's responsibility to fully repair the damage and all costs and expenses for such damage and repair shall be the responsibility of the Tenant.
- c) **The Tenant of the Premises shall be responsible for the proper disposal of all materials generated from within the Premises.** Garbage shall be removed from the Airport by the Tenant or by a sanitation operator contracted by the Tenant. Tenant's trash shall not be placed in other trash receptacles on the Airport property.
- d) **In accordance with the Minnesota Uniform Fire Code (Article 24),** the following activities are prohibited within the Premises:
1. Aircraft repairs requiring the use of open flame
 2. Spark producing devices or heating of parts above 500 degrees Fahrenheit
 3. Spray painting with Class I or II liquid finishes (touch-up work using aerosol can spray paint is allowed)
 4. Smoking
 5. Fueling of aircraft
 6. Engine run-up
 7. Open flame or other sources or ignition
 8. Use of flammable parts/engineer cleaning fluid
 9. Taxiing out of the Premises
 10. The storage of more than five gallons of fuel (total); and
 11. Any other activity deemed dangerous as determined by the City of South St. Paul Fire Marshall.

All combustible and hazardous materials stored in the Premises shall be stored in closed containers and in a location approved by the City of South St. Paul Fire Marshall.

- e) **A mounted 2A:20BC fire extinguisher shall be present on the Premises and located near the building entrance.** Said fire extinguisher must be serviced annually.
- f) **Repairs and maintenance:** Tenant accepts the Premises in its present condition and pledges to keep the Premises in good, safe, and sanitary condition. Landlord shall maintain and keep the Premises in good repair, reasonably tight against the weather, as originally constructed, and shall keep the doors thereof in good working condition. All **ROUTINE** care, maintenance, and repair of the Premises shall be the sole responsibility of the Landlord. Any **EXTRAORDINARY** care, maintenance, and repair of the Premises will be the responsibility of the Tenant. In the event the Landlord or its designees perform any such care, maintenance, or repair, the Landlord shall be entitled to reimbursement therefore within thirty (30) days of billing the Tenant for such work.
- g) **Landlord Maintenance.** Landlord agrees to keep the grass mowed adjacent to and surrounding the hangar and to remove snow from the alleyways leading up to the hangar up to five feet from the hangar door. Notwithstanding the foregoing, the runway, runway exits, taxiways, and the ramp area shall have priority in snow removal procedures.

8. **Covenant to Hold Harmless:** Except in the case of the negligence of the Landlord, its agents, or its employees, the Tenant agrees to save, hold harmless, and defend the Landlord against any liability for damages to any person or property in or about the Premises. The Landlord shall not be liable to the Tenant, its agents, employees, representatives, customers, or invitees for any personal injury, death, or

damage to property caused by theft, burglary, water, gas, electricity, fire, or for any other cause occurring on or about the Premises. All property kept, stored, or maintained in the Premises shall be so kept, stored, or maintained at the sole risk of the Tenant. The Tenant agrees to promptly pay all sums of money in respect of labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to the Tenant in or about the Premises.

9. **Assignment/Subleasing/Lending:** Tenant shall not assign or sublet, or lend the Premises, or any portion thereof.
10. **Inspection by Landlord:** Landlord may enter upon the Premises at any reasonable time for the purpose of inspection of the Premises, maintaining the Premises or in the case of an emergency, as determined in the sole discretion of the Airport Manager. The Fire Marshall and Airport Manager or their designee shall make a yearly inspection of the Premises.
11. **Insurance:** Prior to the commencement of the Term, Tenant, at their expense, shall obtain and maintain in effect during the entire Term of the Lease the following insurance coverage issued by an insurer licensed in the State of Minnesota:
 - a. Aircraft liability insurance in the form and amount required by Minnesota Statute 360.59, subdivision 10, as amended; and
 - b. Tenant shall carry hull insurance on each aircraft stored on the leased premises. The limits of the insurance shall be in an amount equal to or greater than the current value of the aircraft, instruments, and accessories.
 - c. Comprehensive general liability insurance insuring Tenant against any liability arising out of this lease agreement, or the use, occupancy, or maintenance of the demised premises and all areas appurtenant to the demised premises. Such insurance shall be in the amount of not less than One Million, Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence for the property damage, bodily injuries, or deaths of persons occurring in and about the premises, not necessarily caused by aircraft, or in or about the Airport if caused by the act or omission of Tenant or those for whom Tenant is responsible. Such insurance may provide for a sub-limit of not less than One Hundred Thousand (\$100,000.00) per person. The insurance policy shall insure the hazards of the demised premises and contractual liability (covering the indemnity included in this lease agreement) and shall name Landlord (City of South Saint Paul) as an additionally insured party. Landlord shall be furnished with a copy of the certificate of insurance.

Prior to the commencement of the Term, Tenant shall provide to the Landlord a certificate of insurance satisfying the above insurance requirements and naming: Insurance Carrier, Policy Coverage, Policy Number, Policy Limits and the Policy Terms, and listing the City of South Saint Paul as an additional insured party. The cancellation notice on the Certificate of Insurance, other than for nonpayment premium, shall be a minimum of thirty (30) days' notice. The cancellation notice for nonpayment of premium shall be that period required by Minnesota Statute. Landlord and Tenant hereby grant to each other, on behalf of any insurer providing fire and extended coverage to either of them, a waiver of any right of subrogation any such insurer or one party may acquire against the other by virtue of payment of any loss under such insurance, such waiver to be effective so long as each is empowered to grant such waiver under the terms of his/her/its insurance policy or policies involved without payment of additional insurance premiums. Said waiver shall stand mutually terminated as of the date either Landlord or Tenant ceases to be empowered.

Notwithstanding anything to the contrary contained in this Section 11, Tenant covenants and agrees that Tenant will not hold the City of South St. Paul or any of its agents, employees, or Airport Advisory Board members responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in

producing the loss to any airplane, automobile, personal property, parts, or surplus that may be located or stored in the Leased Premises, offices, aprons, field, or any other location at the Airport; and Tenant agrees that the aircraft and the contents of the Leased Premises are stored, whether on the field or in the Leased Premises, at the Tenant's risk.

12. **Fire and other casualty.** If fire or other casualty shall render the Premises untenable, this lease shall terminate forthwith, and any prepayments of rent shall be refunded by the Landlord pro rata; provided, however, that if the Premises can be repaired within ninety (90) days from the date of such event, then at the Landlord's option, by notice in writing to the Tenant, mailed within thirty (30) days after such damage or destruction, this lease shall remain in full effect, but the rent for the period during which the Premises are untenable shall be abated pro rata.
13. **Waiver of subrogation.** The Landlord and the Tenant hereby mutually waive as against each other any claim or cause of action for any loss, cost, damage, or expense as a result of the occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.
14. **Mechanic's liens.** The Tenant shall not permit or allow any mechanic's or materialman's liens to be placed on the Landlord's interest in the Premises during the Term. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Landlord's interest, the Tenant shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Tenant may contest any such lien provided the Tenant first posts a surety bond, in favor of and insuring the Landlord, in an amount equal to 125% of the amount of any such lien.
15. **Default.** Any of the following shall constitute a default:
 - A. Rent payment from the Tenant to the Landlord unpaid in whole or part for more than thirty (30) days after it is due and payable
 - B. Tenant's violation or default in any of the other covenants, agreements, stipulations, or conditions herein
 - C. Tenant's failure to pay all license fees or other taxes or charges that may be levied or assessed against any equipment, personal property or other items unrelated to the real property during the Term of this Lease and such failure to pay continues for thirty (30) days after notice is given to Tenant by the Landlord or Dakota County; or
 - D. Tenant files a petition in bankruptcy or for any arrangements under the bankruptcy code or become insolvent or appoints a receiver of its property.

In the event of default, Landlord shall have the right to cancel, terminate and annul this Lease at once, and to re-enter and take possession of Premises immediately, and to take possession of any personal property of the Tenant immediately as security for Rent or any other obligations required to be performed by Tenant under this agreement, and to sell the same, if necessary, to satisfy any claim by Landlord under this agreement.

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 default.

16. **Surrender.** On the last day of the Term of this Lease or on the sooner termination thereof, the Tenant shall peaceably surrender the Premises in good condition and repair, reasonable wear and tear excepted, consistent with the Tenant's duty to make repairs as provided herein. On or before the last day of the Term or the sooner termination thereof, the Tenant shall at its expense remove all of its aircraft and/or equipment from the Premises, and any property not removed shall be deemed abandoned. All alterations, additions, and fixtures, other than the Tenant's aircraft and/or equipment, which have been

made or installed by either the Landlord or the Tenant on the Premises shall remain as the Landlord's property and shall be surrendered with the Premises as a part thereof. If the Premises are not surrendered at the end of the term or on the sooner termination thereof, the Tenant shall indemnify the Landlord against any loss or liability resulting from delay by the Tenant in so surrendering the Premises, including without limitation claims made by any succeeding tenant founded on such delay. The Tenant shall promptly surrender all keys for the Premises to the Landlord at the address stated herein and shall inform the Landlord of combinations on any locks on the Premises. In no event shall the Tenant be deemed to have abandoned the Premises or this lease during the terms hereof unless the Tenant first obtains the express permission of the Landlord. The provisions of this section shall survive the termination of this Lease.

17. **Holding over.** In the event that the Tenant remains in possession of the Premises after the expiration of this Lease without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the conditions, provisions, and obligations of this Lease insofar as they can be applicable to a month-to-month tenancy.
18. **Effective Agreement:** All covenants, terms, and conditions of this agreement shall extend, apply to, and firmly bind the heirs, executors, administrators, and assigns of the respective parties hereto as fully as the respective parties themselves are bound.
19. **Compliance with Laws:** Tenant shall comply with all laws of the United States, and the State of Minnesota, and the ordinances, rules, regulations and orders of any of the foregoing, or of any department thereof, or of the Landlord, relating to the Premises, and with respect to control of ground and air traffic, aircraft operations and the general use of the Airport.
20. **No partnership, joint venture, or fiduciary relationship created hereby.** Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Landlord and the Tenant, it being understood that the sole relationship created hereby is one of landlord and tenant.
21. **Cumulative rights.** No right or remedy herein conferred on or reserved to the Tenant or the Landlord is intended to be exclusive of any other right or remedy hereof provided by law, but each shall be cumulative in and in addition to every other right or remedy given herein or not or hereafter existing at law or in equity or by statute.
22. **Amendment, modification, or waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.
23. **Severable provisions.** Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.
24. **Entire agreement.** This Lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Lease or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

25. **Captions, headings, or titles.** All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease as a limitation of the scope of the particular paragraphs or sections to which they apply.
26. **Notices:** All notices or communications required or permitted by this lease must be written and may be given personally or by United States mail, postages prepaid, or overnight courier at the following addresses:

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

 651-554-3350

If to Tenant:

Either party may change address by written notice to the other party.

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

Airport Manager

TENANT(S):

Tenant



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: Finance
PREPARED BY: Clara Hilger
AGENDA ITEM NUMBER: 8.I.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve the Policies and Procedures for Federal Awards Administration

OVERVIEW

The Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance or UG) requires all recipients and sub-recipients of federal funds to establish and maintain internal controls designed to reasonably ensure compliance with Federal laws, regulations and program compliance requirements. Written policies and procedures are part of the necessary internal controls and are required as a precondition to receiving federal funds.

The attached policies and procedures are intended to be sufficiently comprehensive to adequately meet such requirements. However, in no case are these policies and procedures intended to supersede or limit Federal or State laws or regulations, or the provisions of individual grant agreements.

It is important to know that Staff may be presenting financial management policies to the City Council for review periodically. Updates will be presented to the City Council as needed. This is an important component of the overall financial management of the City.

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Federal Awards Administration Policy 12-16-24

 City of South St. Paul ADMINISTRATIVE POLICIES AND PROCEDURES	APP Department: Finance
	City Administrator Approval:
	City Council Approval: Issue Date: Revised Date:
SUBJECT: FEDERAL AWARDS ADMINISTRATION	

I. OVERVIEW

PURPOSE – This has been prepared to document the policies and procedures for the administration of federal awards of the City of South St. Paul (“City”). The Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance or UG) requires all recipients and sub-recipients of federal funds to establish and maintain internal controls designed to reasonably ensure compliance with Federal laws, regulations and program compliance requirements. Written policies and procedures are part of the necessary internal controls and are required as a precondition to receiving federal funds. These policies and procedures are intended to be sufficiently comprehensive to adequately meet such requirements. However, in no case are these policies and procedures intended to supersede or limit Federal or State laws or regulations, or the provisions of individual grant agreements.

HIERARCHY OF AUTHORITY – In the event that conflicting guidance on the administration of federal awards is available, the City has deemed federal guidance to be most authoritative, followed by other state or local agencies.

REVISIONS – Guidance provided by the Federal government through the OMB UG Compliance Supplement are expected to be updated each year. Such updates are considered by the City as they become available, and policies and procedures will be revised accordingly.

COMPLIANCE FAILURES – Compliance failures, whether noted internally by management or through the external audit process, will be addressed immediately by reviewing the reason for the failure with responsible personnel and devising an improved process to encourage compliance in the future.

II. GENERAL ACCOUNTING AND FINANCIAL MANAGEMENT

It is the policy of the City to comply with all statutory, regulatory, and contractual requirements in the conduct of, and accounting for, its financial operations. The official books of record for the City will be maintained subject to the following provisions:

1. The City will account for its operations in accordance with the Generally Accepted Accounting Principles (GAAP) applicable to local units of government.
2. The City will comply with the Super Circular issued by the Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).

3. The City will comply with all contractual requirements detailed in its duly executed grant agreements with awarding agencies.
4. The City will contract annually with an independent CPA firm for the purposes of conducting the City's external financial audit. To the extent that the City has expended federal awards in excess of the applicable single audit limit (currently \$750,000), the City will have a single audit performed in accordance with OMB UG.
5. To ensure continuing compliance with all applicable accounting requirements, the City may, at its discretion, contract with a CPA firm to provide internal auditing and/or consulting services.
6. The Finance Director shall be responsible for the maintenance of all accounting and financial records (including journals, timesheets, bank statements, audit reports and similar documents). Such records shall be retained as required by contractual or regulatory requirements. The City has adopted the State's records retention schedule as its official guide for records storage, filing and destruction.
7. The City and employees are required to comply with the City's conflict of interest procedures and report any potential conflicts of interest to their managers. No employee, officer or agent may participate in the selection, award or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such violations may result in appropriate discipline.
8. The City will request prior approval from Federal agencies or pass-through entities for program or budget changes.
9. The City has implemented the new federal purchasing procedures as follow: acquisitions for micro purchases (below \$25,000 or below \$2,000 for construction subject to the Davis Bacon Act) may be awarded without soliciting bids if the City considers the price to be reasonable. Procurements for small purchases (less than \$175,000 – Minn. Stat. §471.345) can be made after quotations are obtained from at least two qualified sources. Procurements for major purchases (over \$175,000 – Minn. Stat. §471.345) must be made by sealed bid and should be awarded to the lowest responsible (not necessarily the lowest) bidder. Procurements made by competitive proposal must have standards to evaluate the selected recipient. Procurements made by non-competitive proposals (to one vendor) may be used only if one of the following applies a) the item is available from a single source, b) an emergency exists c) the Federal agency expressly authorizes non-competitive proposals, or d) competition is seen as inadequate after solicitation to several vendors. Procurements will not be split to avoid this policy.
10. Other procurement procedures include: contractors who develop or draft specifications for bids are precluded from bidding on them. The City must maintain oversight so that contractors perform work as bid. Multiple provisions must be included in contracts (see Appendix II of grant procurement guidelines of super circular procedures). The City must verify at <http://www.sam.gov/> if the contract is \$25,000 or more to verify that the selected vendor is not on the suspended and debarred list for federal grants.
11. Procedures for inventory of federal capital purchases will be maintained by the Finance Department, with the help of the appropriate department head, and all items will be tracked annually. Refer to the section titled Equipment and Real Property Management for further procedures.
12. The Finance Director (or designee) or the City Administrator are required to certify expenditures.

III. PURCHASING AND PROCUREMENT

It is the policy of the City to ensure that all disbursements of City funds are properly reviewed and authorized, consistent with sound financial management principles, and made in compliance with all applicable federal, state and local laws. In order to meet these objectives, all disbursements of City funds shall be subject to the following provisions, to the extent that they do not conflict with or contradict with any specific federal, state or local law or council policies (the most specific or restrictive law, policy or procedure will be followed):

1. Substantial state and federal requirements exist pertaining to standards of conduct and conflict of interest. It is the intent of the City for all employees, officers or agents to conduct all activities associated with procurements in compliance with the highest ethical standards, including the avoidance of any real or perceived conflict of interest. It is also the intent of the City to impose appropriate sanctions or disciplinary actions for any employee or officer who violates any of these requirements.
2. The City avoids the acquisition of unnecessary or duplicative items. Additionally, the City considers consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, the City makes an analysis of leases versus purchase alternatives, and other appropriate analyses to determine the most economical approach.
3. To foster greater economy and efficiency, the City enters into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services. This includes cooperative purchasing agreements where practical and beneficial. Depending on the purchase requested, the City may purchase it from a cooperative or inter-local agreement if the price is competitive and the goods or service are needed in a timely manner. The Finance Director and the City Administrator will make this determination.
4. The City awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. The City considers such matters as contractor integrity and business ethics, compliance with public policy, ability to complete the project on time and in accordance with specifications, record of past performance, and the contractor's financial and technical resources.
5. The City will award a contract to a contractor who has the appropriate experience, expertise, qualifications and any required certifications, necessary to perform the work. Contractors should also have the financial resources to sustain the project while the initial work is being completed and during each service period until they submit invoices for payment to the City as work is completed. Contractors should have the proper equipment or the capability to subcontract for the proper equipment necessary to complete the contracted work.
6. Debarment and Suspension: The City will not subcontract with or award subgrants to any person or company who is debarred or suspended from receiving federal funds. The Finance Director, or designee thereof, is required to check for excluded parties at the System for Award Management (SAM) website before any procurement transaction is paid with federal funds. This list is located at: <http://www.sam.gov/>.
7. All procurement transactions paid with federal funds are conducted in a manner providing full and open competition. In an environment of full and open competition, no proposer or bidder has a competitive advantage over another. All potential proposers and bidders must be provided the same information and have the same opportunity to submit a bid or proposal. Providing a competitive advantage to one or more potential proposers

or bidders over another can open the potential for disputes and lawsuits that can be costly and can significantly delay the completion of projects. In accordance with 2 CFR 200.322, preference is given for goods, products and materials produced in the United States.

8. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, or requests for proposals (RFPs) are excluded from competing for such procurements. The City does not engage in the following situations that may restrict full and open competition, including but not limited to:
 - a. Placing unreasonable requirements on firms for them to qualify to do business.
 - b. Requiring unnecessary experience and excessive bonding.
 - c. Noncompetitive pricing practices between firms or between affiliated companies.
 - d. Noncompetitive contracts to consultants that are on retainer contracts.
 - e. Organizational conflicts of interest.
 - f. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement.
 - g. Any arbitrary action in the procurement process.
 - h. The City conducts federal procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.
9. All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description will not, in competitive procurements, contain features which unduly restrict competition. The description will include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, will set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications will be avoided if possible.
10. The City will make independent estimates of the goods or services being procured before receiving bids or proposals to get an estimate of how much the goods and services are valued in the current market. To accomplish this, after bids and proposals are received, but before awarding a contract, the City conducts either a price analysis or a cost analysis, depending on the type of contract, in connection with every procurement with federal funds in excess of \$175,000.
11. The City takes all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. To accomplish this, the City uses the following required affirmative steps:
 - a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
 - b. Assuring that small and minority business, and women’s business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises.

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.
12. Federal methods provide for procurement by micro-purchase. Micro-purchase is a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed \$25,000. The micro-purchase method is used in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.
 13. Small purchase procedures may be used in those relatively simple and informal procurement methods for securing nonprofessional services, supplies, or other property that do not cost more than \$175,000.
 14. Sealed bids (\$175,000, formal advertising, price is a major factor). Requirements for sealed bids:
 - a. The invitation for bids will be publicly advertised and bids must be selected from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids.
 - b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services for the bidder to properly respond.
 - c. All bids will be publicly opened at the time and place prescribed in the invitation for bid.
 - d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.
 - e. Any or all bids may be rejected if there is a sound documented reason.
 - f. Competitive proposal (> \$175,000, fixed price or cost reimbursement, request for proposal (RFP) with evaluation methods). Requirement for competitive proposal procedures:
 1. Requests for proposals must be publicized requests and identify all evaluation factors and their relative importance.
 2. Proposals must be solicited from an adequate number of qualified sources.
 3. The organization must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
 4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program.
 5. The organization may only use qualification-based methods, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, in the procurement of architectural/engineering professional services.
 15. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used when using federal funds only when one or more of the following circumstances apply:
 - a. The item is available only from a single source. This must be documented.
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
 - c. Any Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the City.
 - d. After solicitation of several sources, competition is determined inadequate.

16. Time and materials type contract means a contract whose cost to the City is the sum of: the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses and profit.
 - a. The City may use a time and materials type contract paid with federal funds in accordance with the above only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk.
17. The City ensures that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. The City accomplishes this by conducting internet searches, including using vendor searches and by using other less technologically-advanced tools to locate and identify potential contractors. Federal guidelines are followed regarding the number of bids required.
18. The City requires that construction or facility improvement contracts, or subcontracts exceeding \$175,000, include a bid guarantee equivalent to 5 percent of the bid price from each bidder (such as bid bond or check), a performance bond on the part of the contractor for 100 percent of the contract price, and a payment bond on the part of the contractor for 100 percent of the contract price.

Note: The City's purchasing policy does not apply to procurement by contractors or subcontractors on projects, federally supported or otherwise.

IV. PAYROLL AND TIMEKEEPING

The following provisions apply to the payment of employees and recording of time and effort (as required) in accordance with OMB UG:

1. The payroll records must be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated including:
 - a. The total number of hours worked each day.
 - b. The use of any holiday, personal, vacation, sick or other approved time off with pay.
 - c. The total number of hours to be paid.
 - d. The allocation of those hours to each program or department for which work was performed, when necessary.
 - e. The dated signature or electronic signature of the employee and supervisor for each payroll period.
2. Be incorporated into the City's official records.
3. Reasonably reflect the total activity for which the employee is compensated.
4. Encompass federally-assisted and all other compensated activities by the City on an integrated basis but may use subsidiary records.
5. Support the distribution of the employee's salary or wages among specific activities if the employee works in more than one area.
6. Budget estimates are not an allowable form of allocation, but may be used in the interim if:
 - a. The system for establishing estimates provides reasonable approximations.
 - b. Significant work changes are entered into the system in a timely manner.
 - c. The City's internal controls include review of after-the-fact interim charges.

7. Salaried employees charged to a federal grant will document time and effort as outlined in paragraph 1 above. The time must also be supported by records indicating the total number of hours worked each day.

It is the responsibility of the employee being charged to a federal award(s) to clarify documentation requirements with the Assistant City Administrator/Human Resources Director or Finance Director and provide appropriate documentation to the Payroll Specialist as it becomes available. The employee should retain a copy of the documentation for his/her personal records. If an after-the-fact correction is necessary to an employee's timesheet due to errors in the allocation of time worked, such corrections must be submitted to the Assistant City Administrator/Human Resources Director and approved in writing by both the employee and his/her supervisor.

Certifications should never be signed prior to the end date of the payroll period being certified. Each certification should be provided to the Payroll Specialist when available. Employees should retain a copy of the certifications for his/her personal records.

V. GRANT ADMINISTRATION

The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict any existing Council policies:

GRANT DEVELOPMENT, APPLICATION, AND APPROVAL

1. Legislative Approval – The point at which legislative approval is required is determined by the requirements of the grant program. If the grant must be submitted by “an individual authorized by the legislative body”, then City Council approval is required prior to submitting the application. If such legislative approval is not specifically required by the written terms of the grant, then the City Administrator or designee may, at his or her discretion, approve grant applications.
2. Matching Funds – Grants that require cash local matches must be coordinated through the Finance Department. At a minimum, funds must be identified within the existing budget to provide the match, or a budget amendment will be required. Depending on the nature of the grant, there may also be some policy implications that will bear discussion. For example, will the grant establish a level of service that cannot be sustained once the grant funds are depleted.

In all cases involving matching funds, the grant applicant should contact the Finance Department to determine the strategy for securing matching funds.

Refer to the section titled Matching, Level of Effort and Earmarking for additional information on compliance with the provisions of the OMB UG Compliance Supplement.

3. Grant Budgets – Most grants require the submission of an expenditure budget. The Finance Director will review this portion of the grant request prior to submission. Frequently, a technical review will discover inconsistencies in the calculations, cost centers that might have been overlooked, or identify reimbursable expenses of which program staff may not be aware – particularly in the area of indirect costs.

GRANT PROGRAM IMPLEMENTATION

1. Notification and Acceptance of an Award – Official notification of a grant award is typically sent by a funding agency to the Program Director and/or other official designated in the original grant proposal. However, the authorization to spend grant

funds is derived from the City Council through the approval of a grant budget. Such notification should also be directed to the Finance Department.

2. Establishment of Accounts – The department that obtained the grant will provide the Finance Director with information needed to establish revenue and expense accounts for the project, as well as a project code for tracking purposes. Ordinarily, this information will include a copy of a summary of the project and detail of the full project budget.
3. Purchasing Guidelines – All other City purchasing guidelines apply to the expenditure of grant funds. The use of grant funds does not exempt any purchase from normal purchasing requirements. All typical paperwork and bidding requirements as well as normal staff approvals apply. When in doubt, the Program Director should contact the Finance Director for further assistance.

FINANCIAL AND BUDGETARY COMPLIANCE

1. Monitoring Grant Funds – Departments may use some internal mechanism (such as a spreadsheet) to monitor grant revenues, expenditures and budgetary compliance, at the grant level. The Finance Director maintains all this information in financial software system as well; this is considered to be the City's official accounting system by the granting agencies. Program Directors are strongly encouraged to use financial software reports provided by the Finance Department for their grant tracking.

If any off-system accounting records are maintained, it is the responsibility of the Program Director to ensure that the program's internal records agree to the City's accounting system.

2. Fiscal Years – Occasionally, the fiscal year for the granting agency will not coincide with the City's fiscal year. This may require adjustments to the City's internal budget accounts and interim financial reports as well as special handling during fiscal year-end close. It is the responsibility of the Program Director to bring such discrepancies to the attention of the Finance Department at the time the grant accounts are established.
3. Grant Budgets – The terms of each specific grant will dictate whether any budget transfers between budgeted line items will be permitted. In no case will the Program Director be authorized to exceed the total budget authority provided by the grant.

If grant funds have not been totally expended by fiscal year-end, it is the responsibility of the Program Director to notify the Finance Director that budgeted funds need to be carried forward to the new fiscal year, and to confirm the amounts of such carryforwards. Carryforwards of grant funds will be subjected to maximum allowable amounts/percentages based on the grant award agreement and/or the OMB UG Compliance Supplement.

Capital Assets – The City is responsible for maintaining an inventory of assets purchased with grant funds. The City is accountable for them and must make them physically available for inspection during any audit. The City Council must approve of any sale of these assets. Customarily, the proceeds of the sale can only be used on the grant program that purchased them. (Refer to the specific regulations governing the original grant).

The Finance Director will coordinate this grant requirement. All transactions that involve the acquisition or disposal of grant funded capital assets must be immediately brought to the attention of the Finance Director. Refer to the City's capital assets procedures and the section of this document titled Equipment and Real Property Management for additional information.

RECORD KEEPING

1. Audit Workpapers – The City’s external auditors audit all grants at the end of each fiscal year. The Finance Department will prepare the required audit work papers. Program Directors may be asked to assist in this process, if necessary.
2. Record Keeping Requirements – Grant record keeping requirements may vary substantially from one granting agency to another. Consequently, a clear understanding of these grant requirements at the beginning of the grant process is vital. The Finance Department will maintain copies of all grant draw requests and approved grant agreements (including budgets). The Program Director should maintain all other records.

OTHER GUIDELINES

Specific information on policies and procedures related to compliance with the provisions of the OMB UG Compliance Supplement have been addressed later in this policy and should be considered along with the information in this section.

VI. YEAR-END CLOSING AND REPORTING

The following provisions will govern the year-end close-out process of the City for purposes of external financial reporting:

1. To the extent that the City is required to have a single audit completed in accordance with OMB UG, the Finance Department will accumulate the information necessary to prepare a Schedule of Expenditures of Federal Awards (“SEFA”) in accordance with federal and state requirements. This schedule will be characterized as follows:
 - a. The schedule will include all federal financial assistance, including grants, contracts, property, loans, loan guarantees, interest subsidies, cooperative agreements, insurance or direct appropriations. Amounts will be reported whether received directly from the Federal government or through a pass-through entity (in the event that the City is determined to be a subrecipient and not a vendor).
 - b. The schedule will be prepared on the same basis of accounting as the related financial statements.
 - c. Federal awards will be grouped based on the awarding federal agency. Each federal award with current expenditures will be listed along with its Assistance Listing Number, pass-through grantor name (if applicable) and award/pass-through grantor number (if applicable). Such information will agree to the award documentation.
 - d. If the Assistance Listing Number of a federal award cannot be reasonably determined, it shall be reported in the schedule using the two-digit prefix for the related federal agency, followed by “UNKNOWN”.
 - e. To the extent that amounts are passed through to sub-recipients, this information will be included on this schedule.
 - f. In addition to current year expenditures, the schedule will list approved award/grant amount, accrued/deferred revenue at the beginning of the year, current year cash received, current year actual expenditures, and accrued/deferred revenue at the end of the year. If expenditures were incurred relative to this award in the prior year(s), this amount should be disclosed as memorandum-only.
 - g. Any adjustments to prior year awards, expenditures, and balances (including transfers between grants) will be disclosed in the footnotes to the schedule.
 - h. Accrued/deferred revenue in the schedule shall agree to the amounts recorded as receivable/deferrals in the related financial statements.

- i. To the extent that a separate line item is included in the financial statements for federal revenue, this amount shall agree to expenditures in the schedule. Any reconciling items will be disclosed in the footnotes to the schedule.

VII. ADDITIONAL FEDERAL AWARDS COMPLIANCE REQUIREMENTS

A number of the federal awards received by the City are passed-through the State of Minnesota. Management will consider both the OMB UG Compliance Supplement and any applicable compliance requirements as set forth by the State of Minnesota.

VIII. GENERAL INFORMATION

Source of Information – Each year the Federal government (Office of Management and Budget) issues a comprehensive document on the compliance requirements each grant recipient is obligated to follow in general terms, along with program-specific guidance on various grant awards. There are 12 compliance requirements identified, each of which is considered individually in this document.

The following pages document the policies and procedures of the City related to compliance with such procedures, as applicable. In each year that the City is subject to a single audit, applicable compliance requirements are expected to be tested in detail by the City's independent auditors.

Objectives – The objectives of most compliance requirements are generic in nature. While the criteria for each program may vary, the main objective of the compliance requirement is relatively consistent across all programs. As such, the policies and procedures of the City have been based on the generic sense of the compliance requirement. For selected compliance requirements, this document addresses the specific regulations applicable to individual grants. This is not intended to imply that a program is not subject to such policies if it is not specifically mentioned here. It is the intention of the City that all federal awards are subject to the following policies and procedures.

Controls over Compliance – In addition to creating policies and procedures over compliance with provisions of federal awards, the City has implemented internal controls over such compliance, generally in the form of administrative oversight and/or independent review and approval. In order to document these control activities, all independent reviews must be signed/initialed and dated.

Documentation – The City will maintain adequate documentation to support both the compliance with applicable requirements as well as internal controls over such compliance. This documentation will be provided to the City's independent auditors and/or pass-through grantor agencies, as requested, during the single audit and program audits.

IX. ACTIVITIES ALLOWED/UN-ALLOWED AND ALLOWABLE COSTS/COST PRINCIPLES

Source of Governing Requirements – The requirements for activities allowed or unallowed are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The requirements for allowable costs/cost principles are contained in 2 CFR 200 Subpart E, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. All grant expenditures will follow 2 CFR 200 Subpart E, State law, city policy, and the provisions of the grant award agreement, which will also be considered in determining

allowability. Grant funds will only be used for expenditures that are considered reasonable and necessary for the administration of the program.

2. Grant expenditures will be approved by department heads/program managers initially through the purchasing process and again when the bill or invoice is received. This will be evidenced by approval via the City's accounting software. Accounts payable disbursements will not be processed for payment by the Finance Department until necessary approval has been obtained.
3. Payroll costs will be documented in accordance with 2 CFR 200 Subpart E as described in the section of this document titled Payroll and Timekeeping. An indirect cost rate will only be charged to the grant to the extent that it was specifically approved through the grant budget/agreement. When allowable, indirect costs will be charged based on the Cost Allocation Plan of the City.

X. CASH MANAGEMENT

Source of Governing Requirements – The requirements for cash management are contained in OMB UG 2 CFR 200.302 & 305, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Substantially all the City's grants are awarded on a reimbursement basis. As such, program costs will be expended and disbursed prior to requesting reimbursement from the grantor agency.
2. Cash draws will be initiated by the Program Director, or their designee, who will determine the appropriate draw amount. Documentation of how this amount was determined will be retained and signed/dated.
3. The physical draw of cash will be processed through the means prescribed in the grant agreement.
4. A copy of the cash draw paperwork will be filed along with the approved paperwork described above and retained for audit purposes.
5. When cash is received in advance, the City will work to minimize time lapse between transfer of funds and disbursement by the City.

XI. ELIGIBILITY

Source of Governing Requirements – The requirements for eligibility are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

1. Federal grants will only benefit those individuals and/or groups of participants that are deemed to be eligible.

XII. EQUIPMENT AND REAL PROPERTY MANAGEMENT

Source of Governing Requirements – The requirements for equipment are contained in OMB UG 2 CFR 200.310-316, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

The following policies and procedures will also be applied, to the extent that they do not conflict with or contradict any existing Council policies:

1. All equipment will be used in the program for which it was acquired or, when appropriate and allowable, other federal programs.

2. When required, purchases of equipment will be pre-approved by the grantor or pass-through agency. The Program Director, or designee, will be responsible for ensuring that equipment purchases have been previously approved, if required, and will retain evidence of this approval.
3. Equipment records will be maintained, and an appropriate system shall be used to safeguard equipment. Equipment should be assigned to a program and physical location on the inventory. If such equipment is moved, it will be noted and adjusted in the City's capital assets records.
4. When equipment is no longer needed for a federal program, it may be retained or sold with the Federal agency having a right to a proportionate amount of the current fair market value. Proper sales procedures shall be used that provide for competition to the extent practicable and result in the highest possible return.

Procedures for Disposition of Equipment

1. The City will keep, sell or otherwise dispose of the equipment with no further obligation unless disposal requirements are specifically detailed in the grant.
2. A record of the date, reason and method of disposal or sale will be maintained with the equipment inventory.

Equipment purchased will be identified and kept in a capital asset listing. An equipment listing shall be maintained that includes the following:

- a. Asset number and description of the equipment
- b. Location of the equipment
- c. Depreciation method & years of expected life
- d. Acquisition date
- e. Cost of the equipment
- f. Equipment classification (land, building, equipment, etc.)
- g. Make, Model, & Serial number or other identification number
- h. Vendor and invoice number to purchase equipment
- i. Disposition data including date and sale price of the equipment

A physical inventory of the property will be conducted periodically, and the results will be reconciled with the capital asset listing. A control system will be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft will be investigated.

Maintenance procedures are in place to keep the equipment in good condition.

XIII. MATCHING, LEVEL OF EFFORT AND EARMARKING

Source of Governing Requirements – The requirements for matching are contained in OMB UG 2 CFR 200.306, program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The requirements for level of effort and earmarking are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

The City defines matching, level of effort, and earmarking consistent with the definitions of the OMB UG Compliance Supplement:

Matching or cost sharing includes requirements to provide contributions (usually nonfederal) or a specified amount or percentage to match federal awards. Matching may be in the form

of allowable costs incurred or in-kind contributions (including third-party in-kind contributions).

Level of effort includes requirements for (a) a specified level of service to be provided from period to period, (b) a specified level of expenditures from non-federal or federal sources for specified activities to be maintained from period to period, and (c) federal funds to supplement and not supplant non-federal funding of services.

Earmarking includes requirements that specify the minimum and/or maximum amount of percentage of the program's funding that must/may be used for specified activities, including funds provided to sub-recipients. Earmarking may also be specified in relation to the types of participants covered.

In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Compliance with matching, level of effort and earmarking requirements will be the responsibility of the Program Director.
2. Adequate documentation will be maintained to support compliance with matching, level of effort, and earmarking requirements. Such information will be made available to the Finance department, auditors, and pass-through or grantor agencies, as requested.
3. Maintenance of effort for grants through the State Minnesota will be determined at the State level.

XIV. PERIOD OF PERFORMANCE

Source of Governing Requirements – The requirements for period of performance of federal funds are contained in OMB UG 2 CFR 200.308-309 & 344, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Costs will be charged to an award only if the obligation was incurred during the funding period (unless pre-approved by the Federal awarding agency or passthrough grantor agency).
2. All obligations will be liquidated not later than 120 days after the end of the funding period (or as specified by program legislation).
3. Compliance with period of performance requirements will initially be assigned to the individual approving the allowability of the expense/payment. This will be subject to review and approval by the Finance Department as part of the payment processing.

XV. PROCUREMENT, SUSPENSION AND DEBARMENT

Source of Governing Requirements – The requirements for procurement are contained in OMB UG and 2 CFR 180, program legislation, Federal awarding agency regulations and the terms and conditions of the award. The requirements for suspension and debarment are contained in OMB UG and 2 CFR 180, which implements Executive Orders 12549 and 12689, Debarment and Suspension; program legislation; Federal awarding agency regulations; and the terms and conditions of the award.

In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Purchasing and procurement related to federal grants will be subject to the general policies and procedures of the City (described in the section of this policy titled Purchasing and Procurement).
2. Contract files will document the significant history of the procurement, including the rationale for the method of procurement, selection of the contract type, contractor selection or rejection and the basis of contract price.
3. The Program Director will be responsible for determining whether the City is entering into a transaction that may be subject to suspension or debarment procedures and executing appropriate oversight and control activities at that time. The Program Director, or designee thereof, is required to check for excluded parties at the System for Award Management (SAM) website: <http://www.sam.gov/>.

XVI. PROGRAM INCOME

Source of Governing Requirements – The requirements for program income are found in OMB UG 2 CFR 200.307, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

1. Program income will include (but will not be limited to): income from fees for services performed, the use or rental of real or personal property acquired with grant funds, the sale of commodities or items fabricated under a grant agreement, and payments of principal and interest on loans made with grant funds. It will not include interest on grant funds unless otherwise provided in the Federal awarding agency regulations or terms and conditions of the award.
2. The City will allow program income to be used in one of three methods:
 - a. Deducted from outlays
 - b. Added to the project budget
 - c. Used to meet matching requirements

In the absence of specific guidance in the Federal awarding agency regulations or the terms and conditions of the award, program income shall be deducted from program outlays.

3. Program income, when applicable, will be accounted for as a revenue source in the same project code as the federal grant.

XVII. SUB-RECIPIENT MONITORING

The City will ensure that every subaward is clearly identified to the sub-recipient as a subaward and includes the following information at the time of the subaward and, if any of these data elements change, include the changes in subsequent subaward modification. Required information includes:

1. Federal Award Identification.
 - a. Sub-recipient name (which must match the name associated with its unique entity identifier);
 - b. Sub-recipient's unique entity identifier;
 - c. Federal Award Identification Number (FAIN);
 - d. Federal Award Date (see §200.39 federal award date) to the recipient by the federal agency;

- e. Subaward Period of Performance Start and End Date;
- f. Amount of Federal Funds Obligated by this action by the pass-through entity to the sub-recipient;
- g. Total Amount of Federal Funds Obligated to the sub-recipient by the passthrough entity including the current obligation;
- h. Total Amount of the federal award committed to the sub-recipient by the pass-through entity;
- i. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
- j. Name of federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity;
- k. Assistance Listing Number and Name; the pass-through entity must identify the dollar amount made available under each federal award and the Assistance Listing Number at time of disbursement;
- l. Identification of whether the award is R&D; and
- m. Indirect cost rate for the federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

The City will perform a written risk assessment of each sub-recipient, evaluating their risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate sub-recipient monitoring described in 2 CFR 200.332.

The City will monitor the activities of the sub-recipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

The City will verify that every sub-recipient is audited as required by OMB UG 2 CFR 200 Subpart F when it is expected that the sub-recipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold.

XVIII. SPECIAL TESTS AND PROVISIONS

In order to ensure compliance with these requirements, the City has implemented the following policies and procedures:

- 1. The Finance Director will be assigned the responsibility for identifying financial related compliance requirements for special tests and provisions, determining approved methods for compliance, and retaining any necessary documentation. Program-related compliance requirements will be the responsibility of the department administering the grant.



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: Public Works
PREPARED BY: Monika Miller
AGENDA ITEM NUMBER: 8.J.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Staff recommend awarding the quote for landscape services at city/county facilities to CurbSide Landscape & Irrigation.

OVERVIEW

Earlier this year, the City hired a landscaping contractor to maintain the enhanced streetscape along Concord Street, Concord Exchange, and Grand Avenue starting in 2025. During the discussion about these landscaping services, Public Works identified a need to receive assistance with maintenance at select City and County facilities located along 3rd Avenue North and Marie Avenue. These facilities include Lawshe Park, Lawshe Museum, City Hall, and the Kaposia Library. Staff feel that additional maintenance beyond what can be done in-house is needed to ensure a consistent, well-kept look along the city's gateway corridors. The services desired include weeding, pruning, and mulch removal/installation. The services would be funded using existing funding dedicated to Parks and Facilities Maintenance.

Late this fall, the City reached out to 4 qualified landscape contractors to request quotes for landscaping services. Only 1 of the contractors, CurbSide Landscape, responded to the City's request. After walking through the site and reviewing the scope of work with Staff, CurbSide submitted a proposal with the following competitive rates:

- Bi-Weekly Weeding at all facilities: \$1,540.00
- Trimming of all deciduous plant material - \$1,760.00
- Trimming of all non-deciduous material - \$3,950.00
- Complete mulch removal and replacement at City Hall: \$12,295.00
- Mulch installation at Lawshe Museum: \$5,345.00
- Bed Reshaping and Mulch installation at Lawshe Park: \$8,520.00
- Mulch Installation- Kaposia Library: \$5,290.00

Landscaping services would occur from April 2025 to October 2025 (weather depending). The prices listed above are on a per-time basis. Weeding would occur on a bi-weekly basis. Trimming of deciduous plant material would occur twice throughout the year. Trimming of all non-deciduous plant material would occur once. All mulch-related work would be done once.

SOURCE OF FUNDS

Parks/ Facilities Maintenance Budget

ATTACHMENTS

1. Weed Maintenance, Pruning and Mulch Install Estimate 2024
2. Draft City and CurbSide Contract for City-County Facilities



12468 Zinran Ave
Savage, MN 55377
(952) 403-9012 Office
www.curbsidelandscape.com



DATE : 11/26/2024

COMPANY : South St. Paul

NAME : City Scapes

ADDRESS : Provided by City of SSP

CITY : South St. Paul

Project Site: City Scapes

Prepared by:

LANDSCAPE:

Proposal 1.0

Landscape Maintenance - Weeding and Pruning

Maintenace for landscaped areas for SSP City Hall, Lawshe Museum, Lawshe Park, and Kaposia Library

Bi-Weekly Weeding throughout the growing season

\$1,540.00/Per Time

*****Weeding will be completed manually or by chemical operation*****

2 Visits Trimming of all deciduous plant material twice a season (after the flower bloom)

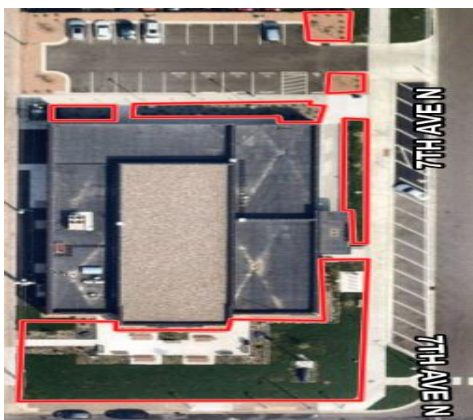
\$1,760.00/Per Time

1 Visit Trimming of all non-deciduous plant material (ie perennial plants)

\$3,950.00/Per Time

***** THE FIRST VISIT WILL BE PERFORMED ON A T&M BASIS*****

Maps of work areas:



TOTAL Per Time

Customers Signature

Date Signed

Mulch Install and Removal - City Hall

- Removal of existing Mulch for City Hall
- Disposal of removed Mulch
- Prep Work to install Mulch
- Install 3" of Brown Mulch
- Equipment Mobilization
- Delivery of Materials

Map of work areas:



TOTAL \$ 12,295.00

Customers Signature

Date Signed

Mulch Install - Lawshe Museum

- Prep Work to install Mulch
- Install 3" of Brown Mulch
- Equipment Mobilization
- Delivery of Materials

Map of work areas:



TOTAL \$ 5,345.00

Customers Signature

Date Signed

Mulch Install - Lawshe Park

Prep Work to install Mulch. Currently there is not a defined edge between turf and landscape.
Before installing mulch, we will reshape the landscape beds with a natural cut edge, defining the landscape beds.
Install 3" of Brown Mulch
Equipment Mobilization
Delivery of Materials

Map of work areas:



		TOTAL \$	8,520.00
Customers Signature		Date Signed	

Mulch Install - Kaposia Library

- Prep Work to install Mulch
- Install 3" of Brown Mulch
- Equipment Mobilization
- Delivery of Materials

Map of work areas:



TOTAL \$ 5,290.00

Customers Signature

Date Signed

Estimate Notes:

Maintenance Summary: The reason for the first maintenance visit being completed on a T&M basis is due to the irregularity of maintenance performed on each site over the past seasons, as well as the different ages of each landscape. The first visit will be an overhaul of the landscape, which will then create a path for regular maintenance.

All maintenance pricing is PER TIME. The contract will run from April 2025 through October 2025.
The number of visits for the maintenance contract is listed.

Mulch Summary: City Hall needs mulch removed from the landscape beds, as there currently is too much mulch installed in the landscape beds. This has caused the mulch to overflow on to the sidewalks and over the curbing. Adding to the existing mulch at City Hall will increase this problem.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and executed this _____ day of _____, 2024, by and between the City of South St. Paul, 125 3rd Avenue North, South St. Paul, MN 55075, (“City”) and CurbSide Landscape & Irrigation, 12468 Zinran Avenue, Savage, MN 55377 (“Contractor”).

WHEREAS, the City has accepted the proposal of the Contractor for certain Services; and

WHEREAS, Contractor desires to perform the professional services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

- a. City agrees to engage the Contractor as an independent contractor for the purpose of performing certain professional services (“Services”), as defined in the following documents:
 - i. A proposal for services, incorporated herein as Exhibit A;
- b. Contractor covenants and agrees to provide and perform the Services to the reasonable satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay the Contractor in accordance with the rates listed on Exhibit A, and the Contractor agrees to receive and accept payment for the Services as set forth in Exhibit A.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay

additional compensation for Services that do not have prior written authorization.

- c. Contractor shall submit itemized bills for the Services provided to the City on a monthly basis. Bills submitted shall be paid within thirty (30) days of submission of each bill.
3. TERM. The term of this Agreement shall commence on the date this Agreement is signed by both parties and shall terminate on December 31, 2025. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.
4. TERMINATION.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, the Contractor shall be paid for the Services rendered and reimbursable expenses incurred until the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure the default or to submit a plan to cure the default that is reasonably acceptable to the other party.
5. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibit. The Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Contractor's undertaking herein or its performance of the Services.
7. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party

shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

8. CITY'S REPRESENTATIVE. The City has designated Howie Steenberg, Public Works Director, or his designee to act as the City's representative with respect to the Services to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Contractor has designated Gerrod Schultz to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace these designated staff without the approval of the City.

10. INDEMNIFICATION.

- a. Contractor and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses (including, but not limited to, reasonable attorneys' fees) to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and City, they shall be borne by each party in proportion to its own negligence.
 - b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees, and/or subcontractors, except to the extent caused by City. City shall indemnify Contractor against legal liability for damages arising out of claims by City's employees, except to the extent caused by Contractor.
 - c. The attorney fee indemnification obligations of the parties under this section are contingent upon the indemnified party: (i) notifying the indemnifying party promptly of the claim and tendering to that party the exclusive right to control and direct the investigation, preparation, and settlement of the claim; and (ii) if the tender is accepted, giving the indemnifying party, at the expense of the indemnified party, reasonable cooperation; provided, however, that the failure of the indemnified party to promptly give the indemnifying party notice shall affect that party's obligation to indemnify only to the extent the rights of that party are materially prejudiced by such failure, and further provided that the indemnified party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.
11. INSURANCE. During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

- a. General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
- b. Workers' Compensation Insurance in accordance with statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Contractor shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the General Liability Insurance policy and the Professional Liability Insurance policy.

12. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of South St. Paul
125 3rd Ave. N.
South St. Paul, MN 55075

Or e-mailed: mmiller@southstpaul.org

If to Contractor: CurbSide Landscape & Irrigation
12468 Zinran Avenue
Savage, MN 55377

Or e-mailed: GSchultz@curbsidelawn.com

13. INDEPENDENT CONTRACTOR STATUS. All services provided by Contractor, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Contractor or as independent contractors of Contractor and not as employees of the City for any purpose.

14. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing and signed by both parties. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in a federal or state court with jurisdiction over Dakota County, Minnesota.

- d. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- e. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- f. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

CITY OF SOUTH ST. PAUL

By: _____
James P. Francis, Mayor

Date: _____

ATTEST:

By: _____
Deanna Werner, City Clerk

Date: _____

CURBSIDE LANDSCAPE & IRRIGATION

By:_____

Its:_____

Date:_____



12468 Zinran Ave
Savage, MN 55377
(952) 403-9012 Office
www.curbsidelandscape.com



DATE : 11/26/2024

COMPANY : South St. Paul

NAME : City Scapes

ADDRESS : Provided by City of SSP

CITY : South St. Paul

Project Site: City Scapes

Prepared by:

LANDSCAPE:

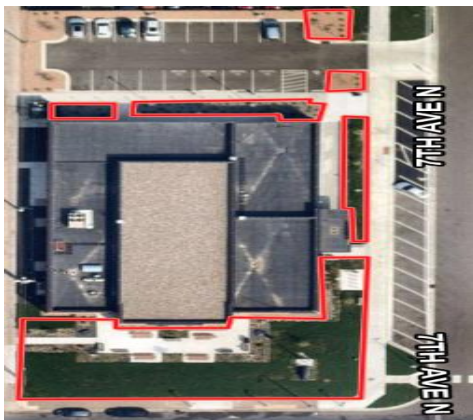
Proposal 1.0

Landscape Maintenance - Weeding and Pruning

Maintenance for landscaped areas for SSP City Hall, Lawshe Museum, Lawshe Park, and Kaposia Library

12 Visits	Bi-Weekly Weeding throughout the growing season	\$1,540.00/Per Time
	Weeding will be completed manually or by chemical operation	
2 Visits	Trimming of all deciduous plant material twice a season (after the flower bloom)	\$1,760.00/Per Time
1 Visit	Trimming of all non-deciduous plant material (ie perennial plants)	\$3,950.00/Per Time
	*** THE FIRST VISIT WILL BE PERFORMED ON A T&M BASIS***	

Maps of work areas:



TOTAL Per Time

Customers Signature

Date Signed

Mulch Install and Removal - City Hall

- Removal of existing Mulch for City Hall
- Disposal of removed Mulch
- Prep Work to install Mulch
- Install 3" of Brown Mulch
- Equipment Mobilization
- Delivery of Materials

Map of work areas:



TOTAL \$ 12,295.00

Customers Signature

Date Signed

Mulch Install - Lawshe Museum

- Prep Work to install Mulch
- Install 3" of Brown Mulch
- Equipment Mobilization
- Delivery of Materials

Map of work areas:



TOTAL \$ 5,345.00

Customers Signature

Date Signed

Mulch Install - Lawshe Park

Prep Work to install Mulch. Currently there is not a defined edge between turf and landscape.
Before installing mulch, we will reshape the landscape beds with a natural cut edge, defining the landscape beds.
Install 3" of Brown Mulch
Equipment Mobilization
Delivery of Materials

Map of work areas:



		TOTAL \$	8,520.00
Customers Signature		Date Signed	

Mulch Install - Kaposia Library

- Prep Work to install Mulch
- Install 3" of Brown Mulch
- Equipment Mobilization
- Delivery of Materials

Map of work areas:



TOTAL \$ 5,290.00

Customers Signature

Date Signed

Estimate Notes:

Maintenance Summary: The reason for the first maintenance visit being completed on a T&M basis is due to the irregularity of maintenance performed on each site over the past seasons, as well as the different ages of each landscape. The first visit will be an overhaul of the landscape, which will then create a path for regular maintenance.

All maintenance pricing is PER TIME. The contract will run from April 2025 through October 2025.
The number of visits for the maintenance contract is listed.

Mulch Summary: City Hall needs mulch removed from the landscape beds, as there currently is too much mulch installed in the landscape beds. This has caused the mulch to overflow on to the sidewalks and over the curbing. Adding to the existing mulch at City Hall will increase this problem.



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: Human Resources
PREPARED BY:
AGENDA ITEM NUMBER: 8.K.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve the conditional job offer provided to Steven Sauro as a part-time General Facility Maintenance Worker for the City of South St. Paul.

OVERVIEW

As part of the 2024 budget, the City Council approved the creation of a part-time (20 hours per week) General Facility Maintenance Worker position at the Doug Woog Ice Arena. This position is intended to support general maintenance and cleaning needs at the facility.

In September 2024, the position was posted internally and externally on both the City's website and the League of Minnesota Cities' website. A panel consisting of Parks & Recreation Director Young, Arena Manager Wilcox, Lead Facility Maintenance Anderson, and HR Specialist Haima conducted interviews with candidates on December 5, 2024.

After careful consideration, the interview panel reached a consensus to provide a conditional job offer to Steven Sauro. The job offer is contingent upon successful completion of a background check and work physical.

Steven Sauro is currently employed as a seasonal Zamboni Driver at the Doug Woog Ice Arena and has prior experience working at the Veterans Memorial Community Center in Inver Grove Heights. His experience in these roles provides him with the necessary skills and knowledge for the General Facility Maintenance Worker position.

The General Facility Maintenance Worker is a pre-existing job classification within the Teamsters bargaining unit. Therefore, the terms and conditions of employment for this position are governed by the collective bargaining agreement between the City and Teamsters. The position is part-time, requiring 20 hours of work per week.

It is recommended that Steven Sauro be hired at Step 1 of the pay range, which is \$28.28 per hour, or \$29.27 per hour effective January 1, 2025. He will be eligible for a step increase after twelve months of satisfactory performance. Subsequent step increases will be awarded annually until the top step of the pay range is reached.

SOURCE OF FUNDS

Budget 20243

ATTACHMENTS

1. Sauro, Steven_Redacted

EMPLOYMENT APPLICATION



CITY OF SOUTH ST. PAUL
 125 3rd Ave N
 South St. Paul, Minnesota 55075
 651-554-3203
<http://www.southstpaul.org>

Sauro, Steven M
24-00024 GENERAL FACILITY MAINTENANCE WORKER (PART-TIME)

Received: 11/1/24 8:19 AM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience

☐ Training

☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE: GENERAL FACILITY MAINTENANCE WORKER (PART-TIME)		EXAM ID#: 24-00024
NAME: (Last, First, Middle) Sauro, Steven M		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		EMAIL ADDRESS:
HOME PHONE:	ALTERNATE PHONE:	NOTIFICATION PREFERENCE: Email
LEGAL RIGHT TO WORK IN THE UNITED STATES? ☒ Yes ☐ No		
What is your highest level of education? Bachelor's Degree		

PREFERENCES

WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular
TYPES OF WORK YOU WILL ACCEPT: Part Time

EDUCATION

DATES:	SCHOOL NAME: University of St. Thomas	
LOCATION: (City, State/Province) St. Paul , Minnesota	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Bachelor's
MAJOR: Business		
DATES:	SCHOOL NAME: South Saint Paul Secondary	
LOCATION: (City, State/Province) South Saint Paul , Minnesota	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: High School Diploma

WORK EXPERIENCE

DATES: From: 9/2012 To: 8/2018	EMPLOYER: Veterans Memorial Community Center	POSITION TITLE: Part-Time Maintenance Worker
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Inver Grove Heights, Minnesota		
SUPERVISOR: Tracy Peterson - Recreation Superintendent	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No	
DUTIES: My duties include maintenance of multipurpose rooms, a gymnasium, pools, and ice rinks. I drive a zamboni and know how to operate cleaning devices like a ride on scrubber and a motorized sweeper. I am responsible for keeping the building running on schedule, based around the events scheduled in each of the distinct areas of the building. This includes set up and tear down of rooms and resurfacing ice surfaces. I interact with customers to ensure they have a pleasant experience in the facilities and am present to address their concerns. I have filled in on many occasions for the Full-Time staff, including opening shifts, as well as their various responsibilities.		
REASON FOR LEAVING: Needed More Regular Work		
DATES: From: 11/2022	EMPLOYER: Doug Woog Area	POSITION TITLE: Part Time - Zamboni Driver
ADDRESS: (Street, City, State/Province, Zip/Postal Code) South St. Paul, Minnesota, 55075		
SUPERVISOR: Seth Anderson	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No	
# OF EMPLOYEES SUPERVISED: 0		

DUTIES:

My primary duty is maintenance of the ice rinks. I drive a zamboni and know how to operate cleaning devices like a ride on scrubber and a motorized sweeper. I am responsible for keeping the building running on schedule, based around the scheduled. This includes set up and tear down of rooms and resurfacing ice surfaces. I interact with customers to ensure they have a pleasant experience in the facilities and am present to address their concerns. I have filled in on many occasions for the Full-Time staff, including opening shifts, as well as their various responsibilities.

REASON FOR LEAVING:

Have not left.

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills**OFFICE SKILLS:**

Typing:100

Data Entry:6000

OTHER SKILLS:

Zamboni Driving - Intermediate - 11 years and 0 months

LANGUAGE(S):**ADDITIONAL INFORMATION****Additional Information**

I have completed the course, Basic Arena Refrigeration offered by the US Rink Association, which is one of three steps to becoming a certified Ice Technician, a professional certification recognized across the country and by the NHL.

REFERENCES**REFERENCE TYPE:**

Professional

NAME:

Tracy Petersen

POSITION:

Recreation Superintendent

ADDRESS: (Street, City, State/Province, Zip/Postal Code)**EMAIL ADDRESS:****PHONE NUMBER:**

Steven Matthew Sauro

Profile

A creative minded graduate of The University of St. Thomas, with a Music Business degree, looking for an opportunity in which I can add value to a company while utilizing my varied skill sets, unbeatable work-ethic, and education to grow both professionally and personally.

Education

University of St. Thomas, St. Paul, MN
BA, Music Business

Work Experience - Full Time

Senior Operations Processor, Government Insuring, Wells Fargo, Minneapolis 2021 to present

Leader in the Government Insuring Space of Capital Markets, responsible for training, overseeing Submission goals, of VA and FHA Loans; also assists with tasks in Bond loans, and runs regular team meetings.

- Monitor and escalation of loans approaching Lock Date to hit 60–90-day submission goals.
- Sign Forbearance Attestations on behalf of Wells Fargo (Vice President of Loan Documentation)
- Train team members in work duties.
- Facilitate Daily Huddle Meetings
- Finishing multiple tasks in multiple areas all while managing a queue of deficiencies to be cleared.
- Prioritizing tasks to hit goals.
- Filling in where needed on the team.

Research/Remediation Associate, Government Insuring, Wells Fargo, Minneapolis --- 2020 to 2021

Team member in a high-volume area of Capital Markets, reviewing refinanced loans for Veterans, clearing all deficiencies in the loan file and insuring the loan through the Department of Veterans Affairs.

- Review every document in the loan file for completion to the standards of the VA Super Checklist.
- Wet sign documents that need to be signed on behalf of Wells Fargo (Vice President Loan Documentation).
- Identify and clear deficiencies present in the loan file.
- Customer Contact to obtain the necessary requirements on loan documents.
- Insure the loan through the Department of Veterans Affairs

Loan Servicing Specialist 4, Government Insuring, Wells Fargo, Minneapolis --- 2019 to 2020

Team member in a high volume area of Capital Markets, reviewing refinanced loans for Veterans, checking and clearing all deficiencies in the loan file and insuring the loan through the Department of Veterans Affairs.

- Review every document in the loan file for completion to the standards of the VA Super Checklist.
- Wet sign documents that need to be signed on behalf of Wells Fargo (Vice President Loan Documentation).
- Identify and clear deficiencies present in the loan file.
- Insure the loan through the Department of Veterans Affairs

Work Experience - Part Time

Doug Woog Arena --- 2022 - present

- Maintain ice playing surface with Zamboni Ice Resurfacing machine.
- Provide customer service to groups by providing them all of the equipment they want during their scheduled time.
- Building maintenance through daily cleaning.

Skills

- Cash Handling, end of shift reconciliation
- Eye for detail
- Excellent customer service skills in person and over the phone
- Proficiency in both PC and Mac applications as well as 10 key, the Microsoft Office Suite, and Adobe Photoshop
- Quick learner of systems, products and processes



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 9.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approval of Resolution 2024-155, Issuing a massage therapy license to Thomas Benrowski DBA: Myosports Massage Therapy, LLC at 224 20th Ave S. in South St. Paul.

OVERVIEW

Massage therapy is an unlicensed profession in Minnesota. The state does not license massage therapy. However, the City of South St. Paul requires a massage therapy license in order to conduct business in the city.

The City Code requires that a public hearing be held before a massage therapy license is approved by the City Council. The proposed license is located in an appropriate zoning district for this use. The premise meets the safety and sanitary requirements set forth in the building code regulations of the city. The applicant has completed a background check and does not have any history of violations of laws and ordinances that apply to health and safety nor has the applicant been convicted of criminal offenses.

The applicant has provided all the necessary paperwork including transcripts and a certificate of graduation from an American Massage Therapist Association approved school and has provided proof of a minimum of 100 hours of course work in massage therapy. In addition, the applicant has provided a certificate of insurance from an insurance company licensed and qualified to do business in the of Minnesota as follows:

Comprehensive general liability.

- a. Bodily injuries, including death resulting therefrom, sustained by any one person: \$100,000.00 and \$300,000.00 per any one occurrence.
- b. Property damage liability: \$100,000.00 per occurrence.

All fees have been paid and staff recommends approval.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 2024-155, Massage Therapy License

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-155

RESOLUTION APPROVING AN INITIAL MASSAGE THERAPY LICENSE

WHEREAS, the City of South St. Paul has received a new application and accompanying documents for a new Massage Therapy License to be issue to Mr. Thomas Benrowski, DBA Myosports Massage Therapy, LLC at 224 20th Ave S, South St. Paul; and

WHEREAS, the City of South St. Paul requires that new applications be subject to a Public Hearing to be held Monday, December 16th, 2024; and

WHEREAS, the proposed license is located in an appropriate zoning district for this use; and

NOW, THEREFORE, BE IT RESOLVED, that the following Massage Therapy License be approved, subject to the filing of insurance certificates, submission of all required forms and documents, and all fees of the City of the State being paid in full:

Adopted this 16th day of December, 2024.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 9.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approval of Resolution 2024-156, renewing liquor licenses for 2025.

OVERVIEW

All liquor licenses expire as of December 31st and need to be approved for the calendar year of 2025. This is the 2nd round of renewals. Applicants appearing on Resolution 2024-156 have submitted application materials, fees and are ready for renewal. The issuance of liquor licenses is a discretionary action of the City Council and the City may deny a license. Once the City Council approves the renewals, staff will forward the liquor license documentation to the State of Minnesota, Alcohol and Gambling Division.

There is one licensee currently posted on the Tax Delinquencies – Liquor, Wine and Beer Sales list. This license holder has been notified that the City is not able to renew licenses that appear on the tax delinquency list. The license is not being submitted at this time as the City is not able to renew or approve any license until proof of payment is made. The license holder has been notified that as of 12:00 AM on January 1st, they will not have a liquor license and will have to cease the sale of liquor.

Staff is recommending approval of all renewal applications of all the licensees who are identified by name on Resolution 2024-156.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Resolution 2024-156 Liquor Licenses

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-156

RESOLUTION APPROVING 2025 LIQUOR LICENSES

WHEREAS, the City of South St. Paul has received renewal applications and forms for 2025 Liquor Licenses; and

WHEREAS, Submission of all required forms, documents, and all taxes, assessments, or other financial claims of the applicant have been reviewed and fees have been paid in full and provided to the City Clerk:

NOW, THEREFORE, BE IT RESOLVED, that the following Licenses be approved.

CLUB ON SALE AND SUNDAY CLUB ON SALE
Polish National Alliance, 622 1st Ave S

ON SALE INTOXICATING AND SUNDAY ON SALE INTOXICATING
Bugg's Place, 925 Concord St N
enVision Hotel, 701 Concord St S
Honduras Kitchen, 1519 5th Ave S

OFF SALE INTOXICATING
Big Discount Liquor, 333 Concord Exchange N

ON SALE WINE/STRONG BEER AND SUNDAY ON SALE WINE/STRONG BEER
Black Sheep Coffee, 705 Southview Blvd.

Adopted this 16th day of December 2024.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: Planning & Zoning
PREPARED BY: Michael Healy
AGENDA ITEM NUMBER: 10.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

The City Council should acknowledge receipt of the 2024 noise test that is required by Condition #12 of the Gun Club's Interim Use Permit and can ask any questions that they might have of the Gun Club's representative.

OVERVIEW

Background

The South St. Paul Rod and Gun Club was founded in 1935 and operates on a large wooded property adjacent to the Mississippi River at the border of South St. Paul and Inver Grove Heights. The Gun Club is a non-profit organization run by a volunteer board. The property is roughly 81 acres in size and most of the property is not visible from the rest of South St. Paul or from Inver Grove Heights since it is heavily forested and is surrounded by enormous landscaped earthen berms. The Gun Club has a shotgun range, a pistol range, and a rifle range. The club has historically focused on shotgun shooting and the pistol range and the rifle range are both relatively new.

The Gun Club's operation relies heavily upon temporary structures. The property is zoned I-Industrial and temporary structures are considered an interim use and are allowed with an Interim Use Permit. For many years, the Gun Club was juggling multiple interim use permits for various temporary structures:

- One Interim Use Permit allowed for four (4) shipping containers and one (1) semi-trailer to be used for the storage of equipment and clay targets.
- One Interim Use Permit allowed a converted semi-trailer to be used as a firing shed for the rifle range.

- One Interim Use Permit allowed a second converted semi-trailer to be used as a firing shed for the shotgun range.

These Interim Use Permits were initially structured to have short terms (3-5 years each) and each interim use permit had to be renewed each time it expired. Representatives from the Gun Club were frequently in front of the Planning Commission and City Council requesting Interim Use Permit extensions. This approach made sense when the Gun Club was still exploring whether it was financially feasible to construct permanent storage buildings and firing sheds that met the architectural requirements of the I-Industrial zoning district. The Gun Club ultimately determined that it was not financially feasible to construct permanent buildings and in 2021 they sought permission to use the temporary structures as a long-term solution. The City Council agreed and granted a long-term Interim Use Permit that will only terminate if the property stops being used as an outdoor shooting range that is owned by the South St. Paul Rod and Gun Club. The Interim Use Permit is non-transferable.

Noise Test Required Every 5 Years

State Statute 87A allows most shooting ranges to operate between 7 AM and 10 PM. Shooting ranges are required to adhere to specific decibel limits that are outlined in State Statute 87A and they are required to provide noise mitigation if their shooting activities are louder than what the Statute allows. Historically, the City required the South St. Paul Rod and Gun Club to conduct noise testing each time they expanded or retooled their facilities. The noise tests have been aimed at determining whether the modified facilities continue to comply with Statutory limits on noise.

In 2021, the City Council consensus was that they were okay with giving the Gun Club a long-term Interim Use Permit but would like the Gun Club to continue to periodically check in with the City Council to answer questions and address any community concerns. Historically, most community concerns have been related to noise. The City and the Gun Club agreed to the following, which is enshrined as Condition #12 of the Interim Use Permit:

- The Gun Club will pay to have a noise test performed every 5 years to verify that their facilities remain compliant with State Statute 87A. A noise test was last performed in 2019, so the first noise test required by the Interim Use Permit is in 2024.
- Every 5 years, the noise test will be presented to the City Council and a representative from the Gun Club will attend a City Council meeting to answer any questions that the City Council might have regarding ongoing operations and the noise test results.

The results of a noise test performed on November 19, 2024 are attached for the City Council's review. The third party consultant that conducted the noise test has stated that the property is compliant with State Statute 87A.

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Site Location Map
2. 2024 Noise Test Results
3. Gun Club Interim Use Permit

ATTACHMENT 1
SITE LOCATION MAP



South St. Paul Rod & Gun Club – Noise Measurements 11/19/2024

Dear Mr. Anderson,

Per your request we conducted noise measurements at the South St. Paul Rod & Gun Club. The measurement were performed at four locations outside the clubs premises. During measurements, we coordinated gun shots from a variety of firearms: shotgun, rifle and pistol so that we can measure the actual maximum impulsive level of the noise.

The four measurement locations are shown on the arial photo in page 2:

- Measurement site #1 is located directly at the firing direction from the range where a higher noise levels were expected. However the berm blocked most of the noise.
- Measurement site #2 is located between the club and the residential area about 20 yards from houses. For reference, we also measured the Street noise from the main road at this site.
- Measurement site #3 is approximately 300' south from site #1 also at the firing direction from of the rifle and pistol range and therefore registered the highest noise levels.
- Measurement site #4 is on the road/railway junction at the entrance to the club.

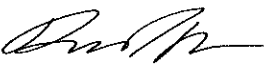
Site	Rifle & Pistol		Shotgun (12Ga/1290fps)	
	Rifle 270 cal	Pistol 40 cal	Last Station	Seasonal station
1	67dBA	64dBA	DNT	DNT
2	DNT	DNT	59dBA	DNT
3	77dBA	74dBA	DNT	DNT
4	DNT	DNT	DNT	68dBA

Measurments were performed in accotdance with "Guide to Noise Control in Minnesota". Due to the short duration of gunshot noise and in order to capture the maximum impulsive gun shot noise, we used fast peak detector and selected the highest value out of multiple gunshots measurements.

DNT = did not test.

Summary: The noise levels measured are below the residential limits L10/L50 at any of the residential areas around the gun range. More so, the noise level from trains, their horns and general street noise were significantly higher than gunshots at site #2 which is the closest to residences (upto 30dBA higher than shotgun shots from the closest shooting stand).

Conclusion: Based on the above measurements, we do not see any reason for concern over gun shot noise at the residential area in the vicinity of the club.



Barak Dar
EZPULL LLC
1300 Willowbrook Dr
Wayzata, MN 55391



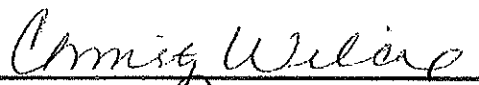
**City of South St. Paul
Dakota County, Minnesota**

CERTIFICATION

The undersigned, City Clerk of the City of South St. Paul, Minnesota (the City), hereby certifies as follows:

Attached hereto is a true and correct copy of Resolution No. 2021-186 duly adopted by the City Council of the City at a lawful meeting duly called on December 20, 2021, at which meeting a quorum was present and acting throughout, which resolution remains in full force and effect in the form which adopted.

WITNESS my hand and the corporate seal of the City this 21st day of December, 2021.



City Clerk

Seal

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2021-186

**A RESOLUTION APPROVING AN INTERIM USE PERMIT FOR TEMPORARY
STRUCTURES AT THE SOUTH ST. PAUL ROD AND GUN CLUB**

WHEREAS, the City received an application from the South St. Paul Rod and Gun Club requesting an Interim Use Permit that would allow them to use a number of temporary structures at their property at 600 Gun Club Road:

1. A trailer that has been converted into a firing shed for their shotgun range.
2. A trailer that has been converted into a firing shed for their rifle range.
3. A trailer and four shipping containers that are used to store the club's equipment.

WHEREAS, the subject property is located at the southern border of South St. Paul along the Mississippi River at 600 Gun Club Road ("the Property"); and is legally described as follows:

(See Exhibit A)

WHEREAS, the Planning Commission held a public hearing on the application at their December 1, 2021 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission recommended Approval (6 -0) of the application at their December 1, 2021 meeting; and

WHEREAS, the City Council has considered the application, the recommendation of the Planning Commission and other evidence presented for consideration;

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report dated December 1, 2021 regarding this matter are hereby adopted and included herein by reference including the following attachments:
 - a. Site Location Map
 - b. Map Showing Location of Existing Temporary Structures
 - c. Site Plan Showing Proposed Location of Temporary Structures
 - d. Photographs of Subject Property
 - e. Applicant's Narrative
 - f. Information Sheet Summarizing Minnesota Statute 87A "The Shooting Range Protection Act"
 - g. Existing Interim Use Permits

- h. Public Comments Received Prior to Planning Commission Meeting
- i. AECOM Range and Firing Shed Plans from 2016
- j. AECOM Letter from 2016

2. Findings.

A. The City Council determines that the proposed Interim Use Permit is consistent with the following criteria:

- i. The use conforms to the zoning regulations.

The zoning ordinance allows temporary buildings and exterior storage with an Interim Use Permit. The Gun Club is a nonconforming use under the City Code but is granted special rights and privileges under Statute 87A including the right to expand their facilities to conduct additional shooting activities.

- ii. The date or event that will terminate the use can be identified with certainty.

The Interim Use Permit will nontransferable and will be terminated if the property is sold or if it ever stops being used as an outdoor shooting range.

- iii. Permit of the use will not impose additional costs on the city if it is necessary for the city to take the property in the future.

The City does not anticipate needing to acquire the property. If it does become necessary, however, the temporary buildings can all be easily removed from the subject property. Their removal would be much easier than the removal of a permanent building with a foundation.

- iv. The user agrees in writing to any conditions that the city council deems appropriate for permission of the use.

The Applicant will be required to sign the Interim Use Permit prior to it taking effect.

B. The City Council approves the Interim Use Permit, subject to the following conditions:

1. **Compliance with Plans/Submittals.** The temporary buildings approved by this Interim Use Permit shall be installed and utilized in substantial conformance with the following plans on file with the Community Development Department:

- | | |
|--|------------------|
| a. Application (Scott Edgerton) | dated 10/28/2021 |
| b. Narrative (South St. Paul Rod and Gun Club) | dated 10/30/2021 |
| c. Site Plan | Undated |
| d. Range and Firing Shed Plans (AECOM) | Dated 6/02/2016 |
| e. Designer/Engineer's Letter (AECOM) | Dated 8/01/2016 |

2. **Temporary Structures Covered by this Interim Use Permit.** This Interim Use Permit authorizes the following temporary structures to remain in place on the South St. Paul Rod and Gun Club property:
 - a. A converted semi-trailer that is used as a firing shed for the rifle range.
 - b. A converted semi-trailer that is used as a firing shed for the 5-Stand Shotgun Range
 - c. Four (4) shipping containers (up to 40' by 8' in size) and one (1) semi-trailer (up to 52' x 8' in size) that are used for the storage of equipment that is being utilized by the South St. Paul Rod and Gun Club.
3. **Location of Temporary Structures.** The temporary buildings must be kept in substantially the same locations as what is shown on the approved site plan. The shipping containers and semi-trailer that are being utilized for storage may be moved so long as they are in the same general area as they are today and so long as they are not visible from adjacent properties or the public right-of-way. Final locations are subject to review and approval by the Zoning Administrator.
4. **Status of Previous Interim Use Permits.** This Interim Use Permit shall replace all of the previous Interim Use Permits for temporary structures that were granted to the subject property. The Interim Use Permits contained in Resolution #2016-208, #2019-80, #2019-81, and #2020-86 are hereby terminated.
5. **Status of Interim Use Permit if Some Temporary Structures are Replaced by Permanent Structures.** If the Applicant replaces individual temporary buildings with permanent buildings, this Interim Use Permit shall continue to be in effect for any remaining temporary buildings. Any new proposed permanent structures shall be reviewed in accordance with the provisions outlined in the City Code.
6. **Process for Approval of Additional Temporary Structures.** If the Applicant desires to add any additional temporary buildings to their property, it will require an amendment to this Interim Use Permit.
7. **Annual Proof of Insurance Required.** The Applicant must annually provide the City with its Certificate of Insurance which must be filed by January 1st of each year.
8. **Compliance with Laws and Approvals.**
 - a. The Gun Club shall follow the best practices for a shooting range as defined in Minn. Stat. Chapter 87A. If the Gun Club is found to be in violation of any of the best practices as defined in Minn. Stat. Chapter 87A including, but not limited to, evidence that a bullet or other projectile has been fired past the Gun Club Property, the City may deem the Gun Club out of compliance with the best practices required under Minnesota State law. In addition to the City undertaking any other legally available rights and remedies, including the revocation of this permit, the Gun Club shall agree to temporarily suspend operations while undergoing and successfully completing a safety inspection

and study by the Minnesota Department of Natural Resources or another qualified entity.

- b. The Gun Club must annually provide the City with its standard operating procedures and its reports of maintenance. These must be filed by January 1st of each year.

9. Design of the Rifle/Pistol Range. The Gun Club shall use their rifle/pistol range in a manner that is consistent with the signed plans prepared by AECOM dated 6/2/2016 with modifications that were approved by AECOM via the letter dated 8/01/2016.

- a. If there are any deviations from this plan, said deviations must be designed by a qualified professional and shall be fully consistent with the best practices as defined in Minn. Stat. Chapter 87A. The Applicant shall provide the City with a detailed written overview of any deviations from the AECOM plans that have already taken place by no later than June 1, 2022. Prior to implementing any additional changes, the Applicant shall provide the City with a detailed description, in writing, of the proposed deviations from the approved AECOM plans. The City may require that the Applicant have the Department of Natural Resources or another qualified professional provide the City with a letter stating that the revised plans are in alignment with the best practices.
- b. The design of the pistol range and rifle range must satisfy the “no blue sky” concept that is outlined in the AECOM documents. The Applicant shall be responsible for conducting maintenance to ensure that the “no blue sky” system is operating correctly and that the earthen berms are not becoming overly compacted. If the Applicant wishes to employ a different safety technique at the pistol and rifle range other than “no blue sky,” it shall require an amendment to this Interim Use Permit so that the City can review the proposed alternative safety technique.

10. Specific Building Code and Floodplain Ordinance Requirements for Each Temporary Structure. The following measures shall be required to ensure that the temporary structures comply with the Building Code and Floodplain Ordinance:

- a. For the converted semi-trailer that is being used as a firing shed for the rifle range:
 - i. Building permits are required if any significant changes are made to the rifle range firing shed.
 - ii. The structure shall have appropriate building tie-downs as may be necessary to comply with the Building Code and skirting shall be installed around the base of the structure.
 - iii. The accessory structure shall be compliant with Floodplain regulations and shall include features such as adequately anchoring the structure to prevent floatation and the structure being designed to equalize hydrostatic flood forces on exterior walls.

- iv. Fire extinguishers must be installed in the trailer with the amount and location subject to the review and approval of the Fire Department.
 - v. The trailer shall be maintained to have proper means of egress, subject to the review and approval of the Fire Department.
- b. For the converted semi-trailer that is used as a firing shed for the 5-Stand Shotgun Range:
- i. Building permits are required if any significant changes are made to the 5-stand shotgun range firing shed.
 - ii. The structure shall have appropriate building tie-downs as may be necessary to comply with the Building Code and skirting shall be installed around the base of the structure.
 - iii. The accessory structure shall be built to be compliant with Floodplain regulations and shall be maintained to be portable so that it can be quickly removed in the event of a flood.
 - iv. Fire extinguishers must be installed in the trailer with the amount and location subject to the review and approval of the Fire Department.
 - v. The trailer shall be maintained to have proper means of egress, subject to the review and approval of the Fire Department.
- c. For the four shipping containers and one semi-trailer that are used for the storage of equipment:
- i. In accordance with City Code Chapter 118-171, no materials that are flammable, explosive, or potentially injurious to human, animal, or plant life may be stored in any shipping container or trailer that is placed on land that is within the flood fringe area which has not been elevated on fill to the regulatory flood protection elevation.
 - ii. If any of the shipping containers or the semi-trailer are placed in a location that is within the flood fringe area and not elevated on fill to the regulatory flood protection elevation, it must be maintained so that it remains portable and can be quickly removed in the event of a flood.

11. No Exterior Storage Without Additional Zoning Approvals. Equipment and materials must be stored inside a building or the approved shipping containers and semi-trailer. No exterior storage shall be permitted unless it has been explicitly allowed by an Interim Use Permit or Conditional Use Permit.

12. Periodic Noise Testing Required. The Gun Club must adhere to the noise regulations in State Statute 87A. The Gun Club shall be required to have a noise test performed every five (5) years to determine compliance with the noise regulations laid out in State Statute 87A.05. Following the test, a representative from the Gun Club shall attend a City Council meeting where the test results are presented to answer any questions that the City Council may have regarding the test results.

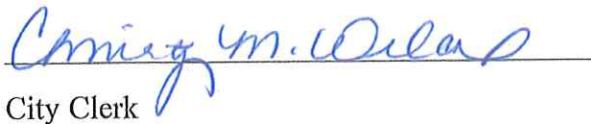
- a. The first required noise test shall take place between April 1st and September 31st of 2024 and the results shall be presented to the City Council by no later than December 31st of that year.
- b. Subsequent noise tests shall take place in 2029, 2034, 2039, 2044, 2049, and so on and so forth in 5-year intervals for the life of this Interim Use Permit. Each year that a test is required, the test shall be completed between April 1st and September 31st and the results shall be presented to the City Council by no later than December 31st of that same year.

13. **Termination of Interim Use Permit.** The Interim Use Permit will be terminated upon the occurrence of one or more of the following events.

- a. The Interim Use Permit may be terminated if there is a violation of any condition of the approval, following notice and a hearing by the City Council.
- b. The Interim Use Permit is nontransferable and shall automatically terminate if the subject property ever stops being owned by the South St. Paul Rod and Gun Club.
- c. The Interim Use Permit shall automatically terminate if the subject property stops being used as an outdoor shooting range.

14. **Removal of Temporary Structures Following Termination of the Interim Use Permit.** If the Interim Use Permit is terminated, all temporary structures covered under the permit must be removed from the subject property within 60 days. The Applicant shall obtain a demolition permit if it is determined by the Building Official that one is required.

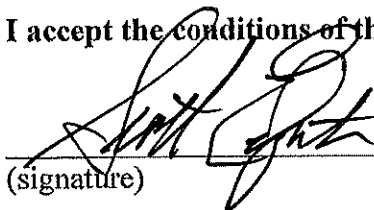
Adopted this 20th day of December, 2021.


City Clerk

Attachments

Attachment A- Legal Description

I accept the conditions of this Interim Use Permit:


(signature)

Director S. St Paul Rod & Gun Club
(title)

1-10-22
(date)

ATTACHMENT A
LEGAL DESCRIPTION

PARCEL 1

An irregular shaped parcel of land East of intersection of the West line of said section & South boundary line of the City of South St. Paul, the point of beginning; continuing East along the South boundary line of the City of South St. Paul 950 feet, more or less, to a point of intersection with the centerline of an existing flood dike, northwesterly along the centerline of said dike 90 feet North 63 degrees West, 310 feet more or less, North 21 degrees along centerline 797 feet North 81 degrees West of said dike for a distance of 480 feet, more or less; North 23 degrees West, more or less, for a distance of 410 feet to a point of intersection Chestnut Street extended easterly; North 490 feet to North centerline Southwest $\frac{1}{4}$ West along North centerline to point of intersection with common boundary of tract of land conveyed to Midwest Railroad Property South along boundary to beginning, containing 11.37 acres, more or less, Section 35, Township 28, Range 22, Dakota County, Minnesota

PIN 36-03500-58-010

PARCEL 2

An irregular shaped parcel of land, part of West $\frac{3}{4}$ of Northwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$ line East of Fol Des line commencing at a point 750 feet East of intersection West line of said section & the South boundary line of the City of South St. Paul, as measured along said line, the point of beginning continuing East along the South boundary line of the City of South St. Paul, 950 feet, more or less, to point of intersection with flood dike, northwesterly along the centerline of said dike for a distance of 90 feet; North 63 degrees West, more or less, along the centerline of said dike for a distance of 310 feet North, more or less, North 21 degrees West, more or less, along the centerline of said dike for a distance of 797 feet, more or less; North 81 degrees West, more or less, along the centerline of said dike for a distance of 480 feet, more or less; North 23 degrees West, more or less, for a distance of 410 feet to a point of intersection Chestnut Street extended easterly; North for a distance of 490 feet, more or less, to North line of the Southwest $\frac{1}{4}$, containing 10.61 acres, more or less, Section 35, Township 28, Range 22, Dakota County, Minnesota

PIN 36-03500-57-010

PARCEL 3

East $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$, containing 10.00 acres, more or less, Section 35, Township 28, Range 22, Dakota County, Minnesota

PIN 36-03500-50-010

PARCEL 4

An irregular shaped parcel of land common boundary at Southeast corner of Lincoln Park North to North line of Lot 8 East to Mississippi River South along Mississippi River to point due East of beginning West to beginning, containing 15.36 acres, more or less, Section 35, Township 28, Range 22, Dakota County, Minnesota

PIN 36-03500-55-010

PARCEL 5

Government Lot 9, containing 33.68 acres, more or less, Section 35, Township 28, Range 22, Dakota County, Minnesota

PIN 36-03500-51-010



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: Housing
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 10.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to Approve Resolution 2024 - 153.

OVERVIEW

Local Affordable Housing Aid (LAHA) helps metropolitan local governments like South St. Paul to develop and preserve affordable housing within their jurisdictions, to keep families from losing housing and to help those experiencing homelessness find housing. Funded through a metropolitan sales tax (which went into effect October 1, 2023), Local Affordable Housing Aid began distributions to Cities and Counties in 2024. For 2024, LAHA funding to the City of South St. Paul was certified at a total of \$120,170.48 and a first installment was received in July 2024 in the amount of \$60,085.24 (1/2 the total amount); a second installment of \$60,085.24 is expected to arrive in late 2024. Per Statute, the City has three years to commit the 2024 funding (no later than December 31, 2027) to a qualifying project. Failure to commit the funds in the 3-year timeframe will result in funds being returned to MHFA for statewide housing needs. Future distributions through this program are projected to be between \$250,000 - \$400,000 per year, although precise amounts are dependent upon actual sales taxes collected and a state distribution formula.

A Note About Area Median Income

Throughout this memo, we reference Area Median Income ("AMI") frequently. For the reader's reference, the following should be understood about AMI:

- Most commonly, an income level for a family of four (2 adults, 2 minor children) is used as a benchmark when citing certain levels relative to AMI for housing programs. **All of the figures below are measured as AMI for a family of four.**
- In South St. Paul, the AMI that is used in determining eligibility for various housing programs is the Minneapolis-St. Paul Metropolitan Statistical Area Median Household Income.
- For 2024, the Area Median Income is \$124,200.
- 120% AMI is \$149,040.
- 115% AMI is \$142,830.
- 80% AMI is \$97,800. The 80% of Area Median Income limit is capped at the U.S.

national median family income, so this figure is less than 80% of the Metro Area's median family income.

- 50% AMI is \$62,100.
- Unfortunately, there is no source of data that measures how many households in South St. Paul meet the different AMI levels. Each year HUD publishes income limits for different AMI levels and different household sizes, which we use for our loan programs.

Qualifying Projects for LAHA

Local Affordable Housing Aid is required by Statute to be spent on a “qualifying project”. Qualifying Projects are defined by statute as:

- Emergency rental assistance for households earning less than 80 percent of area median income as determined by the United States Department of Housing and Urban Development
- Financial support to nonprofit affordable housing providers in their mission to provide safe, dignified, affordable and supportive housing; and
- Projects designed for the purpose of construction, acquisition, rehabilitation, demolition or removal of structures, construction financing, permanent financing, interest rate reduction, refinancing, and gap financing of housing to provide affordable housing to households that have incomes which do not exceed:
 - For homeownership projects, 115% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development; priority is given to projects that provide affordable housing to households earning 80% or less of the area median income.
 - For rental housing projects, 80% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development; priority is given to projects that provide affordable housing to households earning 50% or less of the area median income.
- Housing developed or rehabilitated with LAHA must be affordable to the local work force.

Recommendation for LAHA Deployment in South St. Paul

In late 2023, the Council discussed options for LAHA-supported initiatives in South St. Paul and expressed a preference for the 2024 LAHA distribution to be dedicated to supporting the revived Home Improvement Loan Program in the community if possible. In June of this year, staff from the Dakota County Community Development Agency (CDA) attended a Council worksession to share their ideas about potential partnership opportunities with communities in Dakota County, potentially with the CDA administering certain programs (rehab loans, radon mitigation, and affordable housing production were discussed in June) on behalf of Cities that "opted in" to partnering with CDA. In late-September 2024, CDA Staff presented a proposal to all Dakota County communities, including South St. Paul, for administration of an expanded Rehab Loan

Program and a new Radon Mitigation Grant program. The request letter from Dakota County is included as an attachment to this memo.

Currently, the Dakota County CDA administers a rehab loan program on behalf of South St. Paul through the Community Development Block Grant (CDBG) program; CDA has found that for several years the amount of available funding through CDBG for loans in South St. Paul has been insufficient to meet demand, As such, there is a waiting list for this program. Nonetheless, the CDA's existing CDBG program provides the infrastructure and expertise for Dakota County to administer some or all of our LAHA funds with virtually no administrative impact. The proposed Radon Mitigation Grant program would be a new initiative of the CDA, whereby income-qualified households would be eligible for Radon Testing and (as needed if testing indicates that radon levels in the home meet certain EPA thresholds) installation of radon mitigation systems at no cost to the homeowner. As it relates to these programs that are proposed to be funded with LAHA, Dakota County intends to prioritize applications for funding from households earning 80% or less of the Area Median Income (AMI), while households earning between 80% and 115% AMI will be placed on a waiting list and become eligible in the event that funds are left over after serving all interested households meeting the 80% AMI threshold. CDA could also refer these households to our "in-house" loan programs.

All things considered, Staff believes that the proposed partnership with Dakota County CDA for administration of the LAHA funds as proposed represents the best opportunity to put these funds to work towards the implementation of the City's Master Housing Strategy. Upon approval of Resolution 2024 - 153, Staff will work with the CDA towards drafting a Joint Powers Agreement, with the expectation that we would be committing at least \$120,000 per year for a term of three years from our LAHA allocation towards this partnership. By taking this approach, we do retain some flexibility in future years should new priorities or opportunities for LAHA-funded initiatives emerge. Staff suggests that a 5-year update to the Master Housing Strategy be considered in 2025 or 2026, which might help us identify such opportunities.

SOURCE OF FUNDS

Local Affordable Housing Aid is Aid received from the State of Minnesota, funded through a 0.25% Metropolitan Sales Tax. Beginning in 2025, aid recipients must submit a report annually, no later than December 1 of each year, to the Minnesota Housing Finance Agency. The report must include documentation of the location of any unspent funds and of qualifying projects completed or planned with the funds.

ATTACHMENTS

1. Resolution 2024 - 153
2. Collaboration Memo from Dakota County CDA
3. 2024 Expanded Home Improvement Loan Program Overview
4. 2024 Radon Mitigation Grant Program Overview

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-153

**A RESOLUTION APPROVING
THE DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY TO
ADMINISTER CITY LOCAL AFFORDABLE HOUSING AID FUNDS**

WHEREAS, the City of South St. Paul (“City”) is a recipient of newly created sales tax-funded Local Affordable Housing Aid (LAHA) dollars from the State of Minnesota; and

WHEREAS, the purpose of LAHA is to develop and preserve affordable housing and help persons experiencing homelessness find housing; and

WHEREAS, the City’s first annual allocation of LAHA funds was received in 2024 at an amount totaling \$120,170.48; and

WHEREAS, the City has three years to commit the 2024 funding (no later than December 31, 2027) and must spend the funds by December 31, 2028; and

WHEREAS, if the City’s LAHA funds are not committed or spent the funding in the required timeframe, funds will be returned to Minnesota Housing Finance Agency for statewide housing needs; and

WHEREAS, the Dakota County Community Development Agency (CDA) is the housing and economic development authority for the County that has well established, successful housing programs that are LAHA eligible; and

WHEREAS, the CDA has formally requested to partner with the City (and other Dakota County communities) on the administration of LAHA funds for two CDA programs: 1) the Home Improvement Loan program, and 2) the Radon Mitigation Grant Program (together “the Programs”); and

WHEREAS, the CDA has requested a formal response from the City by December 31, 2024, as to whether the City agrees to partner with the CDA on the administration of the City’s LAHA funds and the allocation of those funds on the Programs.

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

1. The Dakota County CDA is designated as the entity to carry out certain administrative duties related to the Local Affordable Housing Aid (LAHA) program on behalf of the City of South St. Paul, subject to a future joint power agreement to be executed between the two parties.
2. The City wishes to allocate its LAHA funds to two CDA programs in an amount not less than:

1. Home Improvement Loan Program, \$90,000.
2. Radon Mitigation Grant Program, \$30,000.
3. The Mayor and City Administrator are hereby authorized and directed to execute said Agreement on behalf of the City.

Adopted this 16th day of December, 2024

City Clerk



To: City of South St. Paul

From: Dakota County Community Development Agency

Date: September 30, 2024

Re: Local Affordable Housing Aid (LAHA) Collaboration Opportunity

Dakota County Community Development Agency (CDA) staff were invited to nine Dakota County cities from June – September 2024 to discuss the Local Affordable Housing Aid (LAHA) funds and potential collaboration opportunities. CDA staff appreciated learning more about the housing needs within your communities and how we can work together to make a difference with this new funding source exclusively for affordable housing.

The first portion of 2024 LAHA funds have been distributed to the metro cities and counties. LAHA recipients have three years to commit the funds and another year to fully spend the funds. If the funds are not spent within those four years, the funds will be returned to the State. Annual reporting will begin December 1, 2025, with the reporting instrument yet to be developed by the Minnesota Housing Finance Agency (MHFA).

Based upon the well-received LAHA conversations, the CDA is formally requesting to collaborate with the cities to administer two programs: 1) an expansion of the CDA's existing Home Improvement Loan Program (rehab program); and 2) a new radon mitigation grant program that will be paired with the rehab program. The CDA will continue to have conversations with cities about utilizing LAHA funds for preservation and new construction gap financing, but we are not requesting cities commit to participating in that program at this time. We are only asking for a decision to collaborate on the rehab program and radon mitigation program so that we can add staff capacity to effectively deploy city LAHA funds.

LAHA funds cannot currently be used to pay for administrative expenses. At its September 25 meeting, the CDA Board of Commissioners approved the use of CDA levy funds to pay for a full-time home improvement advisor to administer and deploy city LAHA funds. The use of LAHA for administration dollars will be tracked, evaluated, and advocated for at the State to be an eligible use. If statutory authority ever allows LAHA to be used for administrative expenses, the CDA will determine a formula and will amend agreements with cities.

With the additional staff capacity, we estimate that we could deploy approximately \$1.2 million of LAHA on the expanded rehab program and the new radon mitigation grant program. We are asking for cities to commit a minimum amount to the programs for a three-year term. Those

cities that choose not to participate in 2024 may, of course, decide to collaborate with the CDA in the future.

As an administrator of LAHA funds on behalf of the city partners, the CDA will be responsible for: administering the programs; appropriately allocating and expending LAHA funds on eligible uses; hiring and supervising staff; providing regular updates to city staff; and completing reporting requirements for the LAHA funds administered by the CDA. See the attached CDA/City LAHA Partnership Proposed Term Sheet for additional information.

The CDA is requesting a formal response from cities no later than **Monday, December 2, 2024**, stating if the city will collaborate with the CDA on the two programs offered for the 2024 LAHA funds. A formal response must be taken by the city elected officials in the form of a resolution. A sample resolution is attached for your consideration. After responses are received, CDA staff will work with city staff to draft joint powers agreements (JPA). Approving a resolution in support of collaborating does not mean a city must sign the JPA if the CDA and the city cannot agree upon the terms.

We look forward to working with your community on this important resource to improve existing housing stock in Dakota County. Please contact Lisa Alfson at lalfson@dakotacda.org or 651-675-4467 if you have any questions.

Best regards,

A handwritten signature in black ink, appearing to read 'Tony Schertler', with a stylized, sweeping underline.

Tony Schertler
Executive Director

Dakota County CDA-City Local Affordable Housing Aid (LAHA) Partnership PROPOSED Term Sheet

The Dakota County CDA (CDA) provides housing and economic development assistance to residents and cities in Dakota County. As a leader in affordable housing and community development, the CDA seeks to partner with interested Dakota County municipalities to use their LAHA funds for three programs that are considered qualifying projects as defined in Minnesota Statutes 477A.35. The CDA will enter into Joint Powers Agreements (JPAs) with each city for the administration of the LAHA funds.

Here are the proposed terms for the partnership between the cities and CDA for the administration of the LAHA dollars. The CDA is open to discussing these proposed terms and how they can be improved to best serve the needs of the cities and the CDA.

1. Expanded Home Improvement Loan Program (Rehab Program): LAHA funds will be administered in accordance with the Home Improvement Loan Program policy and procedures handbook. Households at or below the 80% Area Median Income (AMI) will be prioritized. If/when there are no priority households on the waiting list to be served, the CDA will then consider serving households above 80% AMI to the maximum LAHA income limit of 115% AMI. See attached program summary for details.
2. Radon Mitigation Grant Program: This newly created grant program will pay for the radon testing and installation of a mitigation system, if needed. At this time, this program will only be for clients of the Rehab Program. See attached program summary for details.
3. Timeframe: The CDA is requesting to enter into a multi-year agreement (3-5 years) on agreed terms. Each city will decide annually whether it wants to continue providing its LAHA funds to the CDA for the proposed programs. Each city's annual allocation for the proposed programs will be an addendum to the agreement. Previous years' funds will remain with the CDA under the terms of the agreement.
4. Reporting: The CDA will provide data and will complete reporting forms for city partners that the cities will need to submit to the Minnesota Housing Finance Agency (MHFA). Because the CDA is not a direct recipient of LAHA funds, we do not believe we can submit the forms to MHFA. However, we will provide all requested information related to the CDA-administered programs in whatever form is required by MHFA.

The CDA will provide quarterly reports to the cities regarding project pipeline, project start and completion dates, amount spent on project, and other information as requested. Identifying data for individual clients for the Rehab and Radon programs will be aggregated by city.

5. Funding Commitment: If your community chooses to allocate funds to the Rehab and Radon mitigation programs, the CDA respectfully requests cities commit the same amount of funding or more each year for a minimum of three years. Having a baseline funding amount and a funding commitment creates stability for the programs and allows rehab staff to work through waiting lists for the programs. Additionally, a stable funding source gives the CDA the confidence to hire additional staff to administer the cities' LAHA funds.
6. Program Income: As loans from the Rehab program are paid back, the CDA could retain these funds in individual city accounts and reuse the funds for other affordable housing projects. The CDA anticipates recycling Rehab loan payoffs for future single-family home loans.
7. Administrative Costs: Because the legislation does not allow LAHA to be used for administrative costs, the CDA Board has committed CDA levy funds to support an additional home improvement advisor to assist with the deployment of the cities' LAHA funds. However, if/when there is a change in the LAHA legislation to allow these funds to be used for administrative costs, the CDA will request that a portion of the LAHA funds be used for administrative costs rather than the CDA's levy.
8. Withdrawal: Either the city or the CDA may withdraw from the JPA at the end of the term of the agreement or when committed LAHA funds have been expended on qualifying projects. Neither the city nor the CDA may withdrawal from the agreement until the end of the term unless mutually agreed upon.
9. Finances: The CDA is proposing to hold and track CDA-administered LAHA funds on behalf of the cities.

Project Proposal:	Expanded Single-Family Home Improvement Loan Program
Project Purpose:	Expand the existing CDA-administered Home Improvement Loan Program to include Local Affordable Housing Aid (LAHA) funding. The expanded Home Improvement Loan Program would be available to residents earning no more than 80% of Area Median Income (AMI). Those homeowners who earn between 81-115% AMI in cities that contribute to the expanded Home Improvement Loan Program will be placed on a waitlist and will be eligible for the program only if there are no homeowners below 80% AMI on the waitlist.
Project Objectives:	• Continue to improve the housing stock of Dakota County. • Expand existing program with proven results to more income-eligible residents of County. • Provide cities with a way to use LAHA for an existing housing program. • Diversify funding resources for an existing CDA program.
Project Outcomes:	• Increase number of homes improved from 60-70 per year to 115-120 per year after Year 2 of infusion of cities' LAHA funds.
Project Details:	• Provide deferred 0% loans of up to \$35,000 for home improvement projects. • Home improvement projects prioritize health, safety, and structural integrity issues. ○ Common improvements include new roofs, siding, HVAC systems, windows, building foundation or other structural updates, accessibility improvements, kitchens and bathrooms(accessibility). ○ Other improvements would be considered if they address health and safety issues or otherwise improve the value of the home. Common improvements are repairs or replacement of detached garages, kitchens and bathrooms (non-accessibility), driveway replacement/repair • Homeowners must be income eligible and meet other CDA program requirements, e.g. own and reside in home, meet credit standards, be current on property taxes, properties must be at least 15 years old, etc. ○ CDBG funds require 80% AMI cap ○ LAHA requires 115% AMI cap • Eligible homeowners with incomes at or below 80% AMI could use either countywide and city CDBG and cities' LAHA funds. • Eligible homeowners with incomes between 81-115% AMI would use only available city LAHA funds and only if there are no homeowners with incomes at or below 80% in that city. • Program income generated from LAHA would be used for future home improvement loans, similar to the CDBG program. The CDA would track program income and deposit into individual city accounts.

Project Funding:	• Current CDBG entitlement funding totals \$1,193,635 for FY 2023, which includes cities and Dakota County CDBG allocated to the CDA's existing Home Improvement Loan Program. • CDA spends approximately \$1,900,000 to rehab 70 homes in a fiscal year, on average. These loans are currently financed primarily with federal Community Development Block Grant (CDBG) funds, though there are some CDA levy dollars included. ○ Takes about 18 months to fully expend a year's worth of CDBG and program income. ○ Funds are replenished annually, provided Congress funds the CDBG program. • Future LAHA – CDA estimates it could successfully deploy an additional approximately \$1,400,000 to rehabilitate an additional 55 loans per year after first full year of additional funds. • Individual cities contributing their LAHA funds to the expanded Home Improvement Loan Program would have separate subaccounts that will be tracked by CDA staff.
Project Staff:	• Existing staff: ○ 1 FT Rehab Coordinator ○ 1 FT Rehab Advisor ○ 1 FT PSA ○ 2 Rehab Advisor contractors – each takes 5-7 files per year, total of 15 • One additional FT Rehab Advisor will be needed to deploy city LAHA funds. The CDA Board of Commissioners has committed to funding this position with CDA levy until the Local Affordable Housing Aid legislation is changed to allow LAHA funds to be used for administrative costs. At that time, the CDA will work with cities to use a portion of the LAHA funds for the Rehab Advisor position.
Project Reporting:	The CDA would provide annual reports to participating cities and Dakota County. The annual report would include the following: ○ Community's contribution to program that fiscal year ○ Number of loans using LAHA ○ LAHA funds expended ○ Program income generated

Proposed Project:	Dakota County Homeowner Radon Testing and Mitigation Grant Program
Project Purpose:	The average radon level in Minnesota is more than three times higher than the U.S. radon level. This is due to our geology and how our homes operate. Minnesota homes are closed up or heated most of the year, which can result in higher levels of radon. In Minnesota, more than two in five homes have radon levels that pose a significant health risk. Exposure to radon over a prolonged period can lead to lung cancer. <i>Minnesota Department of Health website</i> The Environmental Protection Agency (EPA) has set the action level at 4 pCi/L (picocuries of radon per liter of air). The Minnesota Department of Health recommends installing a radon mitigation system when the radon level is at 4 pCi/L or higher. Between 2 and 4 pCi/L, a radon mitigation system should be considered to lower the level as much as possible. The average indoor radon level in Dakota County is 3.6 pCi/L as determined by radon test results from AirChek, an at-home radon testing company. There is no safe level of radon in a home. The proposed Homeowner Radon Testing and Mitigation Grant program would provide free testing services to clients of the Home Improvement Loan Program and would provide free mitigation services for those residents whose homes have radon levels greater than 2.6 pCi/L. A lower radon level was chosen as the benchmark in order to reduce radon levels in existing homes as much as possible. The Radon Grant Program will be paired with the CDA's Home Improvement Loan Program. Homeowners in the Home Improvement Loan Program have incomes at or below 80% of Area Median Income. By pairing a Radon grant with a Home Improvement Loan, homeowners can stretch their loans to cover more items that need improvement.
Project Objectives:	• Continue to improve the housing stock of Dakota County. • Reduce potential future risk of lung cancers in Dakota County residents. • Provide cities with a way to use Local Affordable Housing Aid (LAHA).
Project Outcomes:	• Test at least 50 homes in Dakota County for radon per year. The homes will be those of clients in the Home Improvement Loan Program. • Install radon mitigation systems in all homes assessed for radon with levels greater than 2.6 pCi/L per year, subject to available funding. • Reduce the number of homes with high radon levels. Mitigation systems would be required to reduce radon to ≤ 2.0 pCi/L.
Project Details:	• Provide grants to clients of the Home Improvement Loan Program to test for and mitigate radon when levels are 2.6 pCi/L or greater.

	• Homeowners must own and reside in home, be current on property taxes, and be income eligible. ○ CDBG funds require 80% AMI cap ○ Sales tax funds require 115% AMI cap • Homeowners would need to sign a grant agreement if they are recipients. • Homeowners will solicit bids from two licensed mitigators; CDA will evaluate bids for cost reasonableness. • CDA will pay mitigators upon completion of project and satisfactory clearance test numbers (≤ 2.0).
Project Funding:	• Funding exclusively through LAHA funds. • Estimate program would need \$200,000 per year to assess for and install radon mitigation systems in at least 50 homes per year. • LAHA funds would be placed in individual city accounts at the CDA and will be spent within the four-year spending deadline. • The individual city accounts will be tracked by the CDA.
Project Staff:	• The Radon Mitigation Grant program would use existing Home Improvement Loan Program staff and the additional Home Improvement Loan Program staff that will be hired to deploy LAHA funds.
Project Reporting:	The CDA would provide annual reports to participating cities and Dakota County. The annual report would include the following: ○ Community's contribution to program that fiscal year. ○ Number of grants using LAHA funds. ○ Amount spent per year.



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: Council and Board
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 10.C.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Following nominations, separate motions to appoint certain Council Members to the following entities for terms beginning January 2, 2025:

- South Metro Fire Board of Directors (one director)
- Dakota 911 Board of Directors (one director and one alternate)

Separately, City Code empowers the Mayor with the authority to appoint a member to serve as Liaison to the Parks and Recreation Advisory Commission. No motion is required, however for the record staff encourages the Mayor to make such appointment at the Meeting.

OVERVIEW

Pursuant to past practice and/or ordinance requirements, the City Council is to establish a liaison role with various City Boards, Commissions, and Joint Powers entities. The appointments are made by individual motions of the City Council unless more than one member of the City Council is interested in serving in a liaison role to a particular Board, Commission or Joint Powers entity. In this case, a ballot process is used to make that appointment.

Openings to be filled for 2025 are listed below:

- **Dakota 911 Board of Directors - Two Years.** The Dakota 911 Board is a joint powers entity that was created by local governments in Dakota County (County and Cities) to manage emergency 911 services throughout the County. Dakota 911 is an independent agency and is governed by a Board of Directors comprised of elected officials from each of the JPA member entities. Board membership occurs on a two-year appointment cycle, with half of the cities making a designation of a Director and Alternate every other year. South St. Paul is scheduled to designate a Director and Alternate for the 2025 - 2026 term. Councilmember Hansen has served as the City's appointed Director and Councilmember Podgorski has served as the Alternate for the Dakota 911 Board of Directors. At a previous City Council worksession, Councilmembers Hansen and Podgorski expressed an interest in continuing in their respective roles with Dakota 911.

- **Parks and Recreation Advisory Commission - Two Years.** In accordance with City Code, the mayor must appoint a councilmember to act as a **liaison** representative to the Parks and Recreation Advisory Commission. The functions of such **liaison** representative are to attend the meetings of the commission, to advise the council of the background, attitudes, and reasons behind decisions and recommendations of the commission, and, on request of any member of the commission, to advise the commission of policies, procedures and decisions of the council that may bear on matters under discussion by the commission. The council **liaison** representative does not have a vote at the Commission. Pam Bakken has served as the Councilmember Liaison to the Parks and Recreation Advisory Commission since March, 2023. At a recent City Council worksession, Councilmember Bakken expressed an interest in continuing in her role as Council Liaison to the Parks and Recreation Advisory Commission.
- **South Metro Fire Department Board - Two Years.** South Metro Fire Department is a consolidated Joint Powers Entity created to provide fire protection services in the Cities of South St. Paul and West St. Paul. South Metro Fire is governed by a Board of Directors comprised of two members of each City Council - which are appointed by their respective City Councils - and one public member who is neither a resident nor employee of either City. Mayor Francis was most recently appointed in late 2023 for a 2-year term that will expire December 31, 2025. Councilmember Seaberg has served as a Board Member with his current term expiring December 31, 2024. At a recent City Council worksession, Councilmember Seaberg expressed an interest in continuing in his role as a Board Member for the South Metro Fire Board.

With the 2024 City Council election complete, all sitting Council members are eligible for appointment to these Commissions/Boards. The Council is encouraged to act on these appointments at Monday's meeting.

SOURCE OF FUNDS

N/A

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: Engineering
PREPARED BY: Kelsey Gelhar
AGENDA ITEM NUMBER: 10.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2024-154 RECEIVING FEASIBILITY REPORT AND CALLING FOR A PUBLIC HEARING ON 4TH STREET S REHABILITATION PROJECT #2025-03.

OVERVIEW

The 4th Street S Rehabilitation Project includes the full-depth reclamation of the existing pavement, new base and wear-course pavement, spot curb and gutter repairs, and upgrades to existing pedestrian ramps along 4th Street S between 1st Avenue S and 9th Avenue S. Staff is proposing to include the replacement of the watermain between 1st Avenue S and 2nd Avenue S as a bid alternate. The completed report outlines that the project is necessary, cost-effective, and feasible.

If the Council calls for a public hearing, each affected property owner will be mailed a notice of the hearing, and the public hearing will be scheduled on January 21st, 2025.

SOURCE OF FUNDS

Infrastructure Fund, Storm Sewer Utility, and Special Assessments. If the bids come back favorable for watermain work between 1st Avenue S and 2nd Avenue S, funds from the Water Utility Fund will also be utilized. See attached feasibility report for the detailed funding breakdown.

ATTACHMENTS

1. 2024-154 - 4th Street S Rcv Feas Call Hrg
2. 4th St S Feasibility Report

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-154

**RESOLUTION RECEIVING FEASIBILITY REPORT
AND CALLING FOR A PUBLIC HEARING ON
4TH STREET S REHABILITATION PROJECT 2025-03**

WHEREAS, the 4th Street S Rehabilitation Project has been identified for improvement in 2025 for the pavement reclamation, new asphalt pavement, curb and gutter repairs, and pedestrian improvements on 4th Street S from HERE TO HERE, and this report was received by the City Council on December 16th, 2024.

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

1. The City Council will consider the improvements for Project 2025-03, in accordance with the report and the assessments of abutting property to allow a portion of the costs of the improvements pursuant to Minnesota Statutes Chapter 429 at an estimated total cost of the improvements of \$557,231.00.
2. A public hearing shall be held on such proposed improvements on the 21st day of January 2025, in the Council Chambers located at 125 3rd Avenue N, South St. Paul, Minnesota, at 7:00 p.m., and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.

Adopted this 16th day of December 2024.

James Francis, Mayor

Attest:

Deanna Werner, City Clerk



4th Street S Rehabilitation Project

Feasibility Report

South St. Paul, Minnesota

City Project No. 2025-03

December 16th, 2024

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IV. Proposed Improvements	6
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Appendix A – Figures

Appendix B – Coring Data

Appendix C – Opinion of Probable Cost

Appendix D – Preliminary Assessment Roll

Certification Sheet

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

A handwritten signature in black ink, appearing to read "Nick Gull", written over a horizontal line.

Nicholas B. Williams

Date: December 16th, 2024

Lic. No. 52107

I. Executive Summary

This Feasibility Report was prepared for the 4th Street S Rehabilitation Project, City Project No. 2025-03. The proposed project includes the pavement rehabilitation of eight blocks of 4th Street S between 1st Avenue S and 9th Avenue S, as shown in Figure 1 of Appendix A.

Street improvements include a full-depth reclamation of the existing pavement, new base and wear-course pavement, spot curb and gutter repairs, and upgrades to existing pedestrian ramps. Public utility improvements along the project corridor are limited but include casting replacements and gate valve adjustments. Staff is proposing to include the replacement of the watermain between 1st Avenue S and 2nd Avenue S as a bid alternate.

The total estimated cost for the 4th Street S Rehabilitation Project is approximately \$557,231.00. The estimated costs are detailed below and include a 5% contingency and 10% indirect costs.

4th Street S Rehabilitation Project – Opinion of Probable Cost	
Proposed Improvement	Total Estimated Cost
Surface Improvements	\$524,602.00
Storm Sewer Improvements	\$32,629.00
Total	\$557,231.00

Watermain Improvements - Bid Alternate of \$106,578.00

Funding for this project is proposed from the City's Infrastructure Fund, Storm Sewer Utility Fund, and Special Assessments to benefiting properties.

4th Street S Rehabilitation Project – Funding Summary	
Proposed Funding	Total
Infrastructure Fund	\$480,698.55
Storm Water Utility Fund	\$32,629.00
Special Assessments	\$43,903.45
Total	\$557,231.00

Watermain Utility Fund - Bid Alternate of \$106,578.00

The 4th Street S Rehabilitation Project can be substantially completed, including the final lift of bituminous pavement and all restoration items, in 2025. Below is the preliminary project schedule:

Receive Feasibility Report, Schedule Improvement Hearing	December 16 th , 2024
Improvement Hearing, Order Project, Authorize Preparation of Plans & Specifications	January 21 st , 2025
Approve Plans and Specifications, Authorize Bidding/ Ad for Bid	February 2025
Bid Opening	March 2025
Council Receives Bids, Awards Project & Contract for Construction	Spring 2025
Begin Construction	May 2025
Substantial Completion of Construction	September 2025
Assessment Hearing	Fall 2025

II. Introduction

4th Street S between 1st Avenue S and 9th Avenue S is identified in the City's 5-year Capital Improvement Plan (CIP) for improvements in 2025. This project is proposed in the CIP to be funded through the City's Infrastructure Fund. Special Assessments are also being utilized to help fund the rehabilitation of 4th Street S in accordance with Minnesota Statute Chapter 429.

This report will review the existing conditions in the project area, discuss the proposed improvements in detail, and will provide preliminary cost estimates for the proposed improvements and funding sources.

III. Existing Conditions

A. Roadway

4th Street S from 1st Avenue S to 9th Avenue S is a local roadway. The existing roadway right-of-way is 60 feet wide throughout the project corridor. The existing roadway measures approximately 38 feet wide from curb face to curb face. This allows for 11-foot travel lanes and 8-foot shoulders in the existing condition. The shoulders provide on-street parking along the entire project corridor on both the north and south sides of 4th Street S.

WSB prepared a Pavement Inspection Report in 2023, which evaluated pavement conditions and assigned a Pavement Condition Index (PCI) for roadways across South St. Paul. A PCI is a numerical value between 1 and 100 that describes the condition of the pavement and can be used to determine maintenance strategies. The PCIs along 4th Street S range from 24 to 63, indicating that this roadway is a good candidate for a reconstruction or reclamation project. The pavement along 4th Street S is experiencing varying severity of distresses, including alligator, block, transverse, and longitudinal cracking. The asphalt is also delaminating.

WSB took six pavement cores along 4th Street S between 2nd Avenue S and 9th Avenue S. The cores show that the existing asphalt thicknesses range from 1.5 inches to 7 inches, and the existing aggregate base thicknesses range from 3 inches to over 12 inches. The core between 3rd and 4th Avenue S reported "No apparent aggregate base" beneath the pavement. The fill soils are primarily sands with various amounts of gravel. The results of the coring by WSB are included in Appendix B of this report.

B. Municipal Utilities

B.1 Watermain

The watermain infrastructure in this area is mainly comprised of 6-inch to 12-inch diameter pipes that run across 4th Street S at the cross streets. There is a 6-inch diameter cast iron pipe watermain between 1st Avenue S and 2nd Avenue S.

B.2 Sanitary Sewer

The existing sanitary sewer infrastructure along 4th Street S is limited. Properties are served by sanitary sewer located on the cross streets. Several existing sanitary castings have exposed pick holes, meaning that stormwater runoff and sediment can enter the sanitary sewer system.

B.3 Storm Sewer & Drainage

The existing storm sewer infrastructure along 4th Street S generally consists of intersection-based collection with a larger conveyance line running along 4th Street S. The existing storm sewer system consists of 12-inch to 27-inch diameter reinforced concrete pipe. Runoff from 4th Street S from 1st Avenue S to 5th Avenue S is collected and conveyed to an existing trunk storm sewer along 1st Avenue S. Runoff from 4th Street S west of 5th Avenue S is collected and conveyed to an existing trunk storm sewer along 7th Avenue S. All runoff from 4th Street S ultimately discharges to the Mississippi River.

IV. Proposed Improvements

A. Roadway

The roadway pavement has aged and deteriorated to the point where full-depth reclamation is warranted. Full-depth reclamation is a process that rebuilds worn-out asphalt pavements by recycling the existing roadway. This process is cheaper and faster than traditional removal and replacement techniques, extends pavement performance, has an increased structural layer coefficient, minimizes traffic disruptions, and is more environmentally friendly.

The existing curb line is in fair condition, and only spot repairs are proposed, especially near catch basins and pedestrian curb ramps. Pedestrian curb ramps will be removed and replaced to meet ADA standards.

Staff is proposing a typical section of 11-foot driving lanes and 8-foot parking lanes, matching the current configuration. A dashed centerline is proposed to match existing conditions between 5th Avenue S and 7th Avenue S.

Street grades are proposed to closely match existing grades to minimize construction impacts on adjacent properties. The proposed roadway section includes 4 inches of asphalt pavement and 8 inches of reclaimed aggregate or new aggregate base over an acceptable and compacted subgrade.

B. Municipal Utilities

B.1 Watermain

All existing gate valves will be adjusted to ensure they are flush with the new pavement. The water main replacement between 1st Avenue S and 2nd Avenue S is proposed as a bid alternate. This allows staff to evaluate the construction cost of the project at the time of bidding and review whether it is in the City's best interest to move forward with the watermain work.

B.2 Sanitary Sewer

The existing sanitary sewer castings are proposed to be replaced with castings with concealed pick holes. The new castings meet current city standards and will help reduce and eliminate inflow into the sanitary system.

B.3 Storm Sewer & Drainage

The proposed improvements will maintain the existing drainage patterns and discharge points. The proposed storm sewer improvements include removing and replacing castings to meet current city standards.

C. Permits

If the bid alternate for watermain replacement is awarded, the project will need to obtain approval from the Minnesota Department of Health.

All proposed improvements are assumed to be limited to the existing City right-of-way and easements. Right-of-entry agreements may be required for minor work outside the right-of-way to blend new improvements into existing features.

V. Financing

A. Opinion of Probable Cost

Appendix C of this report includes a detailed opinion of probable cost. The opinion of probable cost is based on the projected construction costs for 2025 and includes a 5% contingency and 10% indirect costs for legal and administrative costs. The costs are summarized in the following table:

4th Street S Rehabilitation Project – Opinion of Probable Cost	
Proposed Improvement	Total Estimated Cost
Surface Improvements	\$524,602.00
Storm Sewer Improvements	\$32,629.00
Total	\$557,231.00

Watermain Improvements - Bid Alternate of \$106,578.00

B. Funding

The City's Infrastructure Fund, Storm Sewer Utility, and Special Assessments are proposed funding sources for this project. If the bid alternate is awarded, funding will come from the City's Water Utility Fund. The table below summarizes the funding sources.

4th Street S Rehabilitation Project – Funding Summary	
Proposed Funding	Total
Infrastructure Fund	\$480,698.55
Storm Water Utility Fund	\$32,629.00
Special Assessments	\$43,903.45
Total	\$557,231.00

Watermain Utility Fund - Bid Alternate of \$106,578.00

C. Preliminary Assessment Roll

The City's Special Assessment Policy outlines that a portion of street costs shall be assessed to the benefitting properties for road rehabilitation projects involving bituminous removal and replacement. For street rehabilitation projects, all abutting properties shall contribute at a rate of \$64.03 per linear foot of frontage, with the following exceptions:

- 75-foot maximum assessable front footage for residential properties
- Residential corner lots with the narrow side fronting the project are to be assessed
- Commercial, institutional, and high-density residential lots are assessed along all sides
- Assessments are capped at 5% of the estimated market value

A preliminary assessment roll is included in Appendix D of this report.

VI. Project Schedule

Below is the preliminary project schedule:

Receive Feasibility Report, Schedule Improvement Hearing	December 16 th , 2024
Improvement Hearing, Order Project, Authorize Preparation of Plans & Specifications	January 21 st , 2025
Approve Plans and Specifications, Authorize Bidding/ Ad for Bid	February 2025
Bid Opening	March 2025
Council Receives Bids, Awards Project & Contract for Construction	Spring 2025
Begin Construction	May 2025
Substantial Completion of Construction	September 2025
Assessment Hearing	Fall 2025

VII. Conclusion

Project costs are anticipated to be approximately \$557,231.00 for the base bid and an optional bid alternate of an additional \$106,578.00 for watermain work. Due to the poor condition of the pavement, the improvements herein are recommended for construction in 2025.

From an engineering perspective, the project as proposed can be considered necessary, cost-effective, and feasible. The City Council will determine its economic feasibility.

APPENDIX A

FIGURES

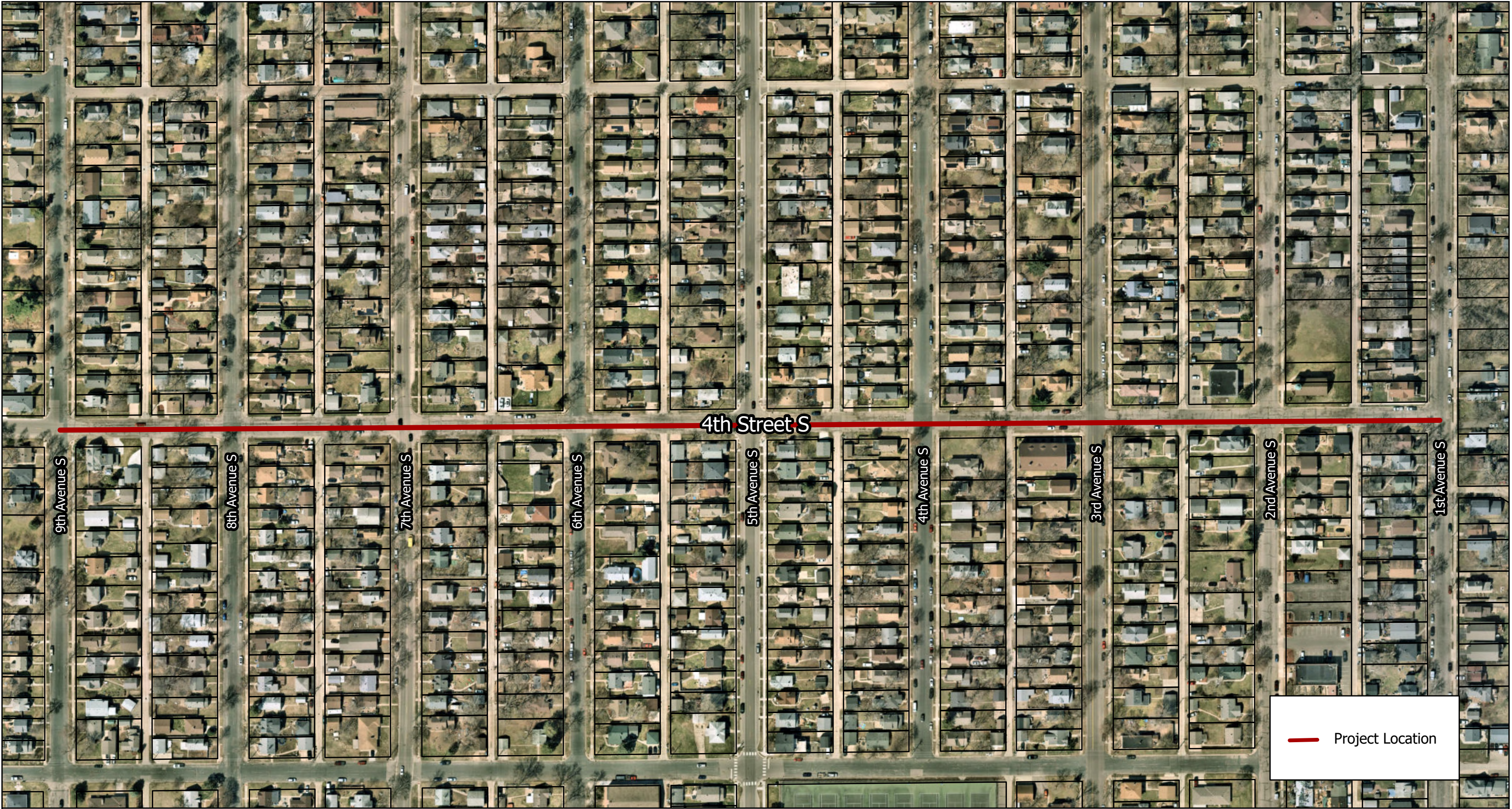
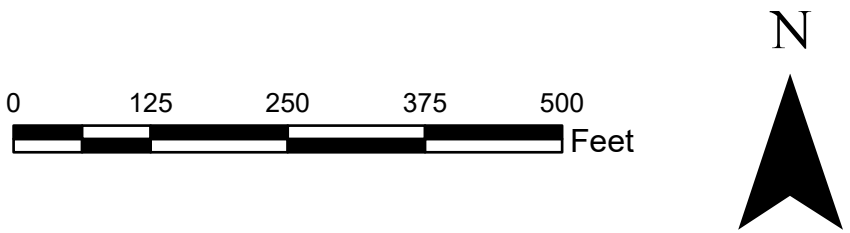


Figure 1

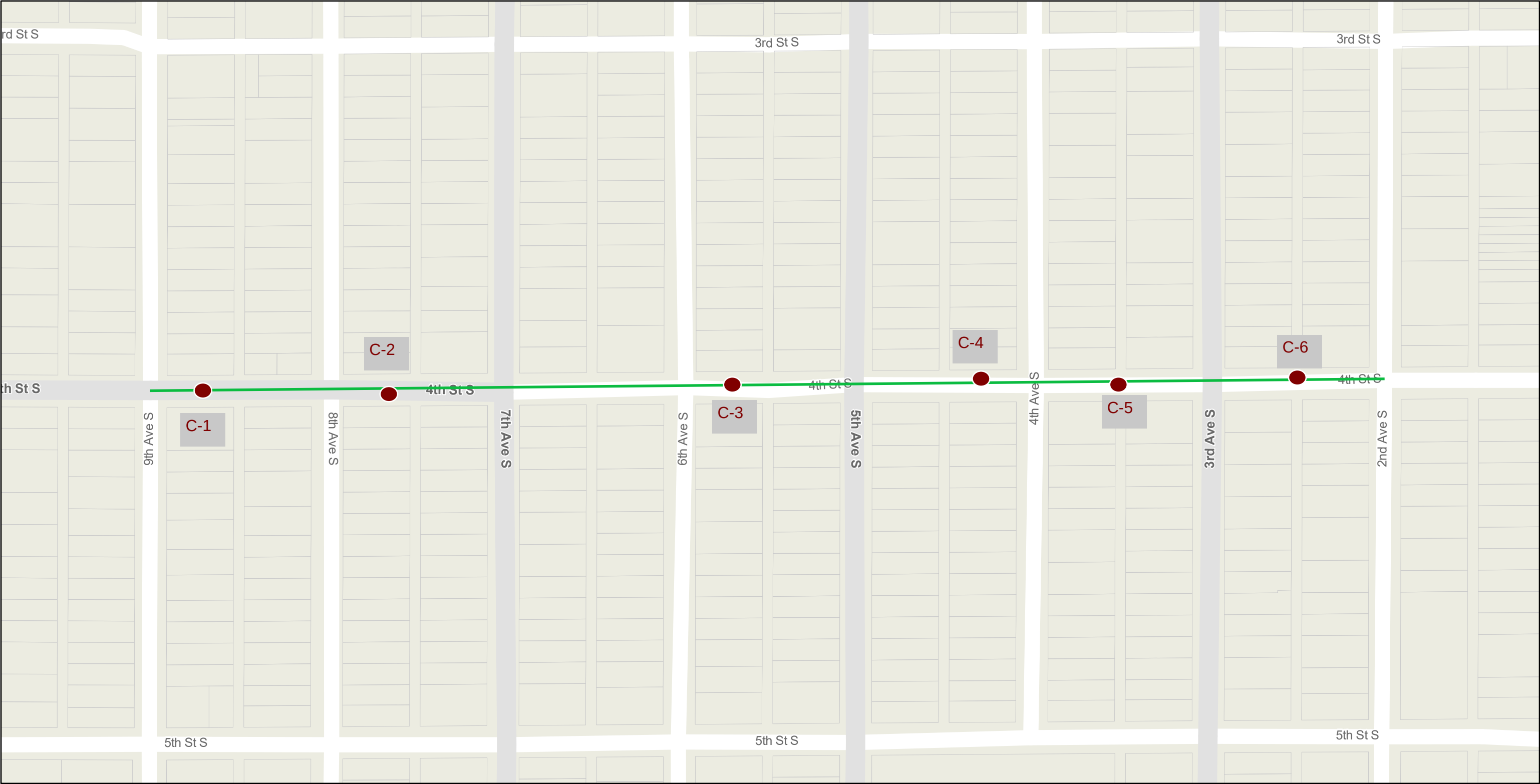
Project Location Map
4th Street South Rehabilitation Project
South St. Paul, MN



APPENDIX B

CORING DATA

4th Street South Rehabilitation Project



Parcels

City Mask

1 in = 254 Ft



September 23, 2024

Map Powered By Datafi

Table 1: Existing Pavement Section Details

Core ID	Location	Number of Lanes	Pavement Width (ft)	Curb and Gutter	Surface Distresses	Bituminous Depth (in)	Lift Thickness (in) and Condition	Base Depth and Description	Subbase or Subgrade Description
1	4th Street South	2	35	Yes	Transverse and Longitudinal Cracking	4.25	2" - Wear 2.25" - Base Good Condition	12+" - Sand with gravel, Brown	Did not reach apparent change in material
2	4th Street South	2	35	Yes	Alligator Cracking, Patching	3	.5" - Wear 2.5" - Base Poor - Raveling throughout core	3" - Sand with gravel, Brown	m-c Sand, Brown
3	4th Street South	2	35	Yes	Patching	1.5	1.5" - Wear Fair - Some Raveling	4" - Sand with gravel, Brown	Sand with gravel, Dark Brown
4	4th Street South	2	35	Yes	Alligator Cracking, Patching	1.5	1.5" - Wear Fair - Some Raveling	3" - Sand with gravel, Dark Brown	f-c Sand, Brown
5	4th Street South	2	35	Yes	Patching, Transverse Cracking	7	2" - Wear Multiple Lifts Good condition	No apparent aggregate base	f-c Sand, Brown
6	4th Street South	2	35	Yes	Alligator Cracking, Patching	6	1" - Wear Multiple Lifts Fair - Wear course raveling	3" - Sand with gravel, Brown	f-c Sand, Brown

Core 1

Street Photos



Core Photos



Location	Number of Lanes	Roadway Width (ft)	Curb and Gutter	Surface Distresses
4th Street South	2	35	Yes	Transverse and Longitudinal Cracking

Bituminous Depth (in)	Lift Thickness and Condition	Base Depth and Description	Subbase or Subgrade Description
4.25	2" - Wear 2.25" - Base Good Condition	12+" - Sand with gravel, Brown	Did not reach apparent change in material

Core 2

Street Photos



Core Photos



Location	Number of Lanes	Roadway Width (ft)	Curb and Gutter	Surface Distresses
4th Street South	2	35	Yes	Alligator Cracking, Patching

Bituminous Depth (in)	Lift Thickness and Condition	Base Depth and Description	Subbase or Subgrade Description
3	.5" - Wear 2.5" - Base Poor - Raveling throughout core	3" - Sand with gravel, Brown	m-c Sand, Brown

Core 3

Street Photos



Core Photos



Location	Number of Lanes	Roadway Width (ft)	Curb and Gutter	Surface Distresses
4th Street South	2	35	Yes	Patching

Bituminous Depth (in)	Lift Thickness and Condition	Base Depth and Description	Subbase or Subgrade Description
1.5	1.5" - Wear Fair - Some Raveling	4" - Sand with gravel, Brown	Sand with gravel, Dark Brown

Core 4

Street Photos



Core Photos



Location	Number of Lanes	Roadway Width (ft)	Curb and Gutter	Surface Distresses
4th Street South	2	35	Yes	Alligator Cracking, Patching

Bituminous Depth (in)	Lift Thickness and Condition	Base Depth and Description	Subbase or Subgrade Description
1.5	1.5" - Wear Fair - Some Raveling	3" - Sand with gravel, Dark Brown	f-c Sand, Brown

Core 5

Street Photos



Core Photos



Location	Number of Lanes	Roadway Width (ft)	Curb and Gutter	Surface Distresses
4th Street South	2	35	Yes	Patching, Transverse Cracking

Bituminous Depth (in)	Lift Thickness and Condition	Base Depth and Description	Subbase or Subgrade Description
7	2" - Wear Multiple Lifts Good condition	No apparent aggregate base	f-c Sand, Brown

Core 6

Street Photos



Core Photos



Location	Number of Lanes	Roadway Width (ft)	Curb and Gutter	Surface Distresses
4th Street South	2	35	Yes	Alligator Cracking, Patching

Bituminous Depth (in)	Lift Thickness and Condition	Base Depth and Description	Subbase or Subgrade Description
6	1" - Wear Multiple Lifts Fair - Wear course raveling	3" - Sand with gravel, Brown	f-c Sand, Brown

APPENDIX C
OPINION OF PROBABLE COST

OPINION OF PROBABLE COST

4TH STREET S REHABILITATION PROJECT (1ST AVE S TO 9TH AVE S)

ITEM NO.	MNDOT SPEC. NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED AMOUNT
A. SURFACE IMPROVEMENTS						
1	2021.501	MOBILIZATION	LUMP SUM	1	\$27,368.00	\$27,368.00
2	2104.503	REMOVE CURB AND GUTTER	LIN FT	1400	\$8.00	\$11,200.00
3	2104.502	REMOVE CASTING	EACH	5	\$150.00	\$750.00
4	2104.518	REMOVE CONCRETE WALK	SQ FT	2800	\$6.00	\$16,800.00
5	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	10	\$150.00	\$1,500.00
6	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	223	\$42.00	\$9,366.00
7	2215.504	FULL DEPTH RECLAMATION	SQ YD	10600	\$4.00	\$42,400.00
8	2331.603	JOINT ADHESIVE	LIN FT	5200	\$2.00	\$10,400.00
9	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	898	\$90.00	\$80,820.00
10	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (2,C)	TON	1497	\$85.00	\$127,245.00
11	2504.602	ADJUST GATE VALVE & BOX	EACH	5	\$350.00	\$1,750.00
12	2506.502	CASTING ASSEMBLY (SANITARY)	EACH	5	\$620.00	\$3,100.00
13	2521.518	6" CONCRETE WALK	SQ FT	2800	\$12.00	\$33,600.00
14	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	1400	\$24.00	\$33,600.00
15	2531.618	TRUNCATED DOMES	SQ FT	300	\$65.00	\$19,500.00
16	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$10,000.00	\$10,000.00
17	2573.501	STORM DRAIN INLET PROTECTION	EACH	35	\$150.00	\$5,250.00
18	2574.507	COMMON TOPSOIL BORROW	CU YD	78	\$48.00	\$3,744.00
19	2575.504	SODDING TYPE LAWN	SQ YD	467	\$24.00	\$11,208.00
20	2582.503	4" BROKEN LINE MULTI COMP	LIN FT	2300	\$2.00	\$4,600.00
CONSTRUCTION TOTAL						\$454,201.00
INDIRECT (10%)						\$45,420.00
SUBTOTAL						\$499,621.00
CONTINGENCY (5%)						\$24,981.00
TOTAL						\$524,602.00
B. DRAINAGE IMPROVEMENTS						
21	2104.502	REMOVE CASTING	EACH	28	\$150.00	\$4,200.00
22	2506.502	CASTING ASSEMBLY	EACH	28	\$650.00	\$18,200.00
23	2506.602	ADJUST FRAME & RING CASTING	EACH	13	\$450.00	\$5,850.00
CONSTRUCTION TOTAL						\$28,250.00
INDIRECT (10%)						\$2,825.00
SUBTOTAL						\$31,075.00
CONTINGENCY (5%)						\$1,554.00
TOTAL						\$32,629.00
BID ALTERNATE - WATER MAIN IMPROVEMENTS						
24	2104.502	REMOVE GATE VALVE & BOX	EACH	1	\$500.00	\$500.00
25	2104.503	REMOVE WATER MAIN	LIN FT	300	\$15.00	\$4,500.00
26	2104.503	REMOVE CURB AND GUTTER	LIN FT	275	\$12.00	\$3,300.00
27	2104.503	REMOVE WATER SERVICE PIPE	LIN FT	25	\$12.00	\$300.00
28	2502.604	4" INSULATION	SQ YD	10	\$50.00	\$500.00
29	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1	\$10,000.00	\$10,000.00
30	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	2	\$2,000.00	\$4,000.00
31	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	1	\$800.00	\$800.00
32	2504.602	HYDRANT	EACH	1	\$7,000.00	\$7,000.00
33	2504.602	1" CORPORATION STOP	EACH	1	\$750.00	\$750.00
33	2504.603	1" TYPE K COPPER PIPE	LIN FT	25	\$50.00	\$1,250.00

34	2504.602	6" GATE VALVE & BOX	EACH	2	\$3,000.00	\$6,000.00
35	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	315	\$85.00	\$26,775.00
36	2504.608	DUCTILE IRON FITTINGS	POUND	1000	\$20.00	\$20,000.00
37	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	275	\$24.00	\$6,600.00
CONSTRUCTION TOTAL						\$92,275.00
INDIRECT (10%)						\$9,228.00
SUBTOTAL						\$101,503.00
CONTINGENCY (5%)						\$5,075.00
TOTAL						\$106,578.00
CONSTRUCTION TOTAL (BASE BID):						\$482,451.00
CONSTRUCTION TOTAL (BASE BID+ BID ALTERNATE):						\$574,726.00
CONSTRUCTION + INDIRECT + CONTINGENCY (BASE BID):						\$557,231.00
CONSTRUCTION + INDIRECT + CONTINGENCY (BASE BID + BID ALTERNATE):						\$663,809.00

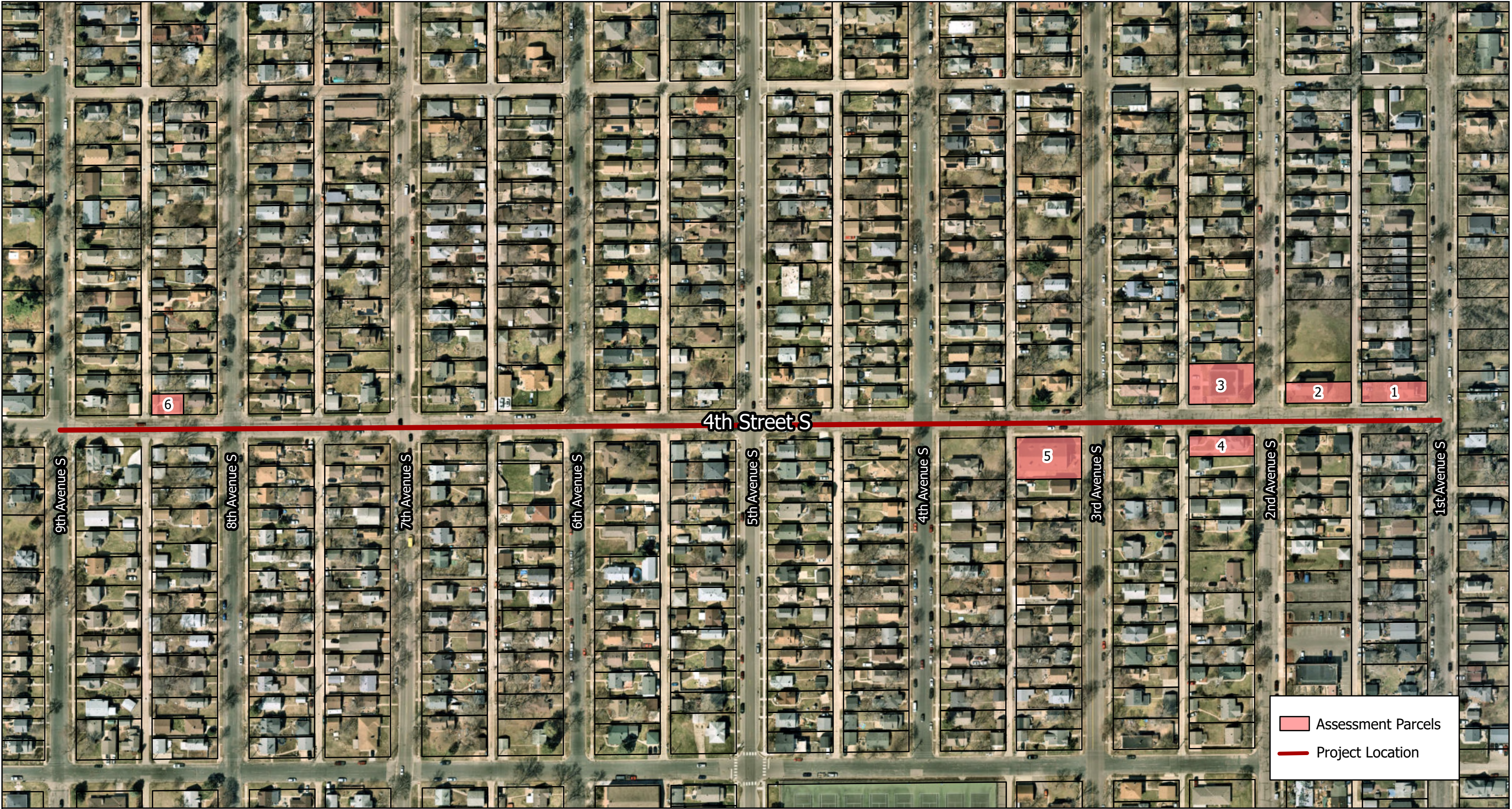
APPENDIX D
PRELIMINARY ASSESSMENT ROLL

4th Street S Rehabilitation Project - Preliminary Assessment Roll

2025 Bituminous Removal and Replacement Assessment Rate (\$/LF): \$64.03

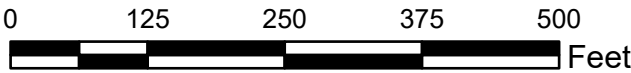
No.	Parcel ID	Address	Assessable Front Footage	Assessment Amount
1	366430016160	358 1ST AVE S	125	\$8,003.75
2	366430016150	357 2ND AVE S	125	\$8,003.75
3	366430013170	358 2ND AVE S	125	\$8,003.75
4	366430014300	400 2ND AVE S	125	\$8,003.75
5	366430011300	404 3RD AVE S	125	\$8,003.75
6	366430001162	804 4TH ST S	60.67	\$3,884.70

TOTAL: \$43,903.45



Preliminary Assessment Map

4th Street South Rehabilitation Project
South St. Paul, MN





CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: City Administrator
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 10.E.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve the grant of Performance Pay awards as recommended by the City Administrator pursuant to Section 13.2 of the Supervisory Association labor agreement.

OVERVIEW

The City's employees are generally members of one of four collective bargaining units/unions and their compensation and other terms and conditions of employment are addressed by collectively bargained labor agreements.

Section 13.2 of 2024 - 2025 Supervisory Association agreement provides as follows:

In addition to the wage and salary schedule in Appendix A, there shall be a performance pay option that can provide additional compensation to individual employees upon recommendation of the City Administrator and specific separate approval of the City Council on a case-by-case basis. The performance payment can be set in any amount, but not to exceed 10% of the annual salary of the individual employee. The payment may be for the purpose of rewarding performance in the preceding year or may be compensation for performance in the current year. The payment is for the purpose of recognizing performance that includes efforts or produces results that demonstrably exceed expectation.

The City Administrator brought forward a total of thirteen recommended performance recognition awards for discussion at a recent worksession. These recommendations are offered in acknowledgment of exceptional performance outcomes by staff in the 2024 Calendar Year. Staff members identified for performance awards are listed in the table on the next page, with rationale points to support the nomination in this year.

Employee	Recommended Award	Justifications
Melissa Blair (Assistant to Public Works Director)	\$1,000	• “Glue” between public works and various departments at City Hall • Managed the transition of SSP Public Library and disposition of assets within the building
Joe Heimkes (Chief Building Official)	\$1,000	• Extensive “hand-holding” to get the Backyards project over the finish line • Leadership and partnership on major construction projects (eg, Asian Mart, Well No. 3 Water Treatment Plant) • Forward-looking in planning for new technologies for inspections/rental licensing
Brian Wicke (Police Chief)	\$1,000	• Emerged as central figure in leading County agencies through the Burnsville tragedy collaboratively • Engagement in county opioid response planning and funding • Steady, thoughtful guidance in face of challenging mental health and public safety incidents in the community
Michael Healy (City Planner/Zoning Manager)	\$1,000	• Partnered with Parks & Rec to update Parks Master Plan • Partnered with City Clerk on overhaul of Rental Licensing Ordinance • Improvement of escrow process
Deanna Werner (City Clerk)	\$1,000	• Exemplary dedication, leadership and administration of 2024 Primary and General elections • Overhaul and implementation of rental housing ordinance
Tiffany Greene (Housing Program Manager)	\$1,000	• Management of plumbing modernization project at John Carroll, including temporary displacement of 166 households

Employee	Recommended Award	Justifications
Daniel Saltmeier (Police Commander)	\$750	• Exchange of leadership duties/responsibilities w/ Running to provide greater depth of knowledge/coverage within department • Visibility and accessibility with all community members and staff • Incident Command, planning and execution of memorial services and profession re: Burnsville tragedy
Mike Running (Police Commander)	\$750	• Exchange of leadership duties/responsibilities w/ Running to provide greater depth of knowledge/coverage within department • Visibility and accessibility with all community members and staff • Organized and supervised staffing from multiple agencies providing coverage to Burnsville in aftermath of tragedy
Shannon Young (Parks & Recreation Director)	\$500	• Continued Leadership in expanding programming/recreation • Partnership in major community projects (Seidl's, Wakota, etc.) • Update to Parks Master Plan
Heather Flock (Recreation Supervisor)	\$500	• Successfully applied for numerous grants to expand recreation offerings • Embraced opportunity to expand fitness/wellness programming options
Kelsey Gelhar (Assistant City Engineer)	\$500	• Lead designer for 7th Ave. South project • Management of lead service line inventory project (1,000+ records)
Nick Guillems (City Engineer)	\$500	• Execution of major roadway projects on time / under budget • Strategic, measured response to EPA release of new PFAS guidance in April • Administration of HUD Community Project Funding • Management of 139 Grand Avenue Demolition
Andrew Wall (Airport Manager)	\$500	• Successful project management and completion of Taxiway A realignment and fence replacement project • Advocacy work in Washington DC with federal officials to support continued federal investment at Fleming Field Airport
Clara Hilger (Finance Director)	\$500	• Leadership in communication and implementation of updated Utility Rates

SOURCE OF FUNDS

Budgeted contingency funds; personnel savings from retirements/vacancies.

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: Planning & Zoning
PREPARED BY: Michael Healy
AGENDA ITEM NUMBER: 10.F.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

1. Approve Ordinance 1428 establishing zoning regulations for cannabis businesses.
2. Approve Ordinance 1429 establishing registration requirements for cannabis retail businesses.

OVERVIEW

Background

In 2022, the Minnesota State Legislature passed a law which legalized the sale of lower-potency hemp-derived edibles that contain THC. This includes drinks like THC seltzers as well as gummies and other edible products. Currently, businesses that want to sell this type of product must register with the State of Minnesota to operate legally. There are over 4,000 lower-potency hemp edible businesses registered throughout Minnesota. Hat Trick Liquors, Big Discount Liquors, Sam's Tobacco, Sam's Mini-Mart, Bugg's Bar, Knowlan's Grocery Store, Kwik Trip, and South Tobacco are all currently registered to sell lower-potency hemp-derived edibles in South St. Paul.

In 2023, the Legislature passed a law which legalized adult-use recreational cannabis and established the Office of Cannabis Management (OCM) to regulate the sale of cannabis. Minnesotans who are over the age of 21 are now legally able to use cannabis, but it will not be legal for stores to sell cannabis until a statewide licensing system goes live at some point in 2025. There are still unanswered questions about cannabis business licensing as OCM has experienced delays and legal challenges and has not completed rulemaking. Most Minnesota cities are racing to adopt cannabis ordinances by the end of 2024 because that is when all cannabis business moratoriums expire. Cities may need to amend their cannabis ordinances in 2025 after OCM's rulemaking is complete and the final statewide regulatory framework for these businesses is fully understood.

State Statute requires municipalities to allow cannabis businesses to operate within city limits but all licensing is handled at the State level by OCM. This is different than alcohol and tobacco which are licensed at the local level with guidance from the State. OCM is requiring local governments to register cannabis retail businesses which is different than licensing, but does

provide some level of local oversight for these businesses. State Statute also allows cities to use their zoning codes to regulate the time, place, and manner in which cannabis businesses can operate. Cities can decide which zoning districts will allow cannabis businesses and can place restrictions on these businesses either through fixed performance standards or by requiring a conditional use permit for cannabis businesses and placing case by case conditions on each business.

The City Council reviewed a draft cannabis zoning ordinance and a draft cannabis retail business registration ordinance at their October 28th Worksession. They asked City Staff to bring the zoning ordinance to the Planning Commission for a public hearing. The draft ordinances were prepared based on guidance provided by the City Council at a previous Worksession in May of 2024. Specifically, the City Council asked City Staff to prepare an ordinance that only allowed cannabis businesses in the commercial and industrial areas along Concord Street and Concord Exchange and did not allow cannabis businesses in the neighborhood commercial areas at the top of the bluff which all have C-1 Retail Business zoning. Additionally, the City Council requested that all cannabis businesses citywide require a conditional use permit and case by case review.

Planning Commission Review

The Planning Commission reviewed the draft cannabis zoning ordinance at their November 6th meeting. There was a consensus that cannabis businesses should be required to be at least 1,000 feet from school properties. There was also a consensus that cannabis manufacturing and cultivation businesses should be kept out of neighborhood commercial areas due to the potential for odor impacts. There was not a consensus about whether cannabis retail businesses should be allowed in the neighborhood commercial areas on the top of the bluff, which all have C-1 Retail Business zoning.

Ultimately, the Planning Commission recommended with a 4-3 vote that the draft ordinance be amended to allow cannabis retail businesses to operate in the C-1 Retail Business district if there is at least a 1,000-foot buffer from school properties. Commissioners Fournier, Fehrman, Hoffman, and Miller voted to approve the motion. The reasons that they gave included economic development opportunities, walkable access to cannabis for residents without cars, and a belief that a cannabis shop is functionally equivalent to a liquor store and should be allowed in zoning districts that allow liquor stores. Commissioners Felton, Hart, and Krueger all voted against the motion. The three dissenting voices wanted to take a more cautious approach and start by allowing these businesses only in the mixed-use and industrial districts along Concord Street and Concord Exchange with the understanding that the ordinance could be amended in the future after the cannabis industry is more established and potential negative impacts are fully understood.

Additional City Council Worksession Discussions

The City Council discussed the Planning Commission recommendation at their Worksession meeting on November 25th and discussed cannabis regulations again at their December 9th Worksession after the 1st reading. They considered feedback from Police Chief Wicke who

shared that the Police Department's preference would be that cannabis businesses initially be restricted to the zoning districts along Concord Street and Concord Exchange where potential issues with loitering and other undesirable behaviors would have less of an impact on residential neighborhoods. The general City Council consensus was:

- Cannabis retail businesses should initially be restricted to the MMM districts along Concord Street North and the CGMU districts along Concord Exchange. Industrial cannabis businesses should be allowed in the I-1 Light Industrial and I-Industrial districts. This could be a good economic development opportunity for Concord Exchange and Concord Street North where the City wants there to be retail activity with a regional draw that can take advantage of easy access to Interstate 494.
- A 1,000-foot buffer between cannabis businesses and schools, a 500-foot buffer between cannabis businesses and park features, and a 500-foot buffer between different cannabis businesses should all be implemented. However, the park feature buffer should not apply to businesses along Concord Street and Concord Exchange which sit at the bottom of the bluff but are technically closer than 500 feet "as the crow flies" to parks that are at the top of the bluff.
- In the future, if a cannabis business wants to open in the C-1 Retail Business district, there can be a conversation about what that would look like. If it seems like a good fit, the City Council is open to a potential ordinance amendment. Cannabis businesses should not be allowed in the community's many isolated commercial buildings that have C-1 zoning but are mostly surrounded by houses. If cannabis businesses are eventually allowed in the C-1 district, it should only be in areas that are heavily commercialized, such as the Southview Shopping Center area.
- The City should use the conditional use permit process to regulate on-site consumption of cannabis. Any type of on-site consumption that could create odor problems (i.e. smoking and vaping) should be explicitly prohibited indoors. Indoor smoking and vaping are currently prohibited by State Statute, but the City Council expressed a concern that this could change in the future and requested that a provision be added to the City Code.
- The City should proactively reassess these standards in the next year or two after OCM has finished rulemaking and the regulatory framework is clearer.

State Mandates

In an effort to provide all Minnesota adults who are over 21 with access to cannabis, the State Legislature and OCM have put several mandates in place that provide a framework for how cities can regulate cannabis businesses:

- The State has created 13 different license types for cannabis businesses. Each municipality must allow each type of business somewhere in the community.
- Every community must allow at least one (1) cannabis retail business to operate in city limits for each 12,500 residents. OCM has decided that cities must round up, which means that South St. Paul must allow at least two (2) cannabis retail businesses.
- Communities may require minimum distances between cannabis businesses and certain other land uses. Communities may require cannabis businesses to be:
 - Up to 1,000 feet away from all grade schools and high schools.
 - Up to 500 feet from play features in parks that attract children, such as ballfields and playgrounds.
 - Up to 500 feet from licensed daycares.
 - Up to 500 feet from licensed residential treatment facilities.
 - A minimum distance from other cannabis businesses.
- Cities that want to limit the hours of operation for cannabis retail businesses must allow these businesses to at least be open between 10 AM and 9 PM.

- Cities are capped at what fees they can charge for registration of cannabis retail businesses.
- Cities can adopt a moratorium on new cannabis businesses while they study the issue and prepare a cannabis zoning ordinance and a cannabis registration ordinance but the moratoriums must expire by January of 2025.

Status of Lower-Potency Hemp-Derived Edibles Within the New Regulatory Framework

South St. Paul businesses are currently allowed to sell lower-potency hemp-derived edibles if they register with the State. Lower-potency hemp-derived edibles have proven to largely be a non-issue for the South St. Paul community. Hemp is fundamentally different than cannabis because it is legal at the federal level and can be bought and sold using credit cards and standard banking procedures. This means that businesses that sell hemp products do not have to handle sales with an all-cash model like most cannabis businesses and are less likely to be the target of crimes where robbers are searching for cash.

When OCM begins issuing licenses for cannabis in 2025, they will begin also requiring a license for lower-potency hemp edible sales and this will provide these businesses with additional oversight. Per guidance from OCM, State Statute guarantees some types of businesses the right to sell lower-potency hemp-derived THC beverages regardless of their zoning district. For instance, liquor stores and bars/restaurants are allowed to sell THC beverages as part of their liquor license. OCM does not consider a lower-potency hemp derived edible retailer to be the same thing as a cannabis retailer and hemp businesses do not count towards the minimum of 2 cannabis retail businesses that South St. Paul must allow.

Many Minnesota cities are going the route of treating the sale of lower-potency hemp-derived edibles the same as the sale of 3.2% beer when it comes to zoning regulations and allowing these products to be sold as an accessory use without a conditional use permit. The Planning Commission and City Council have expressed that they are comfortable with this approach. It is unclear how popular lower-potency hemp-derived edibles will remain once cannabis is widely available for sale. Other states that have fully legalized cannabis have seen the market for hemp-derived edibles shrink because it is viewed by many consumers as an inferior product, just as many beer drinkers view 3.2% beer as an inferior product.

Summary of Draft Cannabis Registration Ordinance

OCM is requiring cities to register cannabis retail businesses and conduct routine compliance checks to ensure that cannabis is not being sold to people who are younger than 21. City Staff largely followed OCM's model ordinance to create the proposed registration program, and it has the following features:

- All cannabis retail businesses and lower-potency hemp retailers must register with the City. The City will verify zoning compliance as part of the registration process and will confirm that the business has a conditional use permit if a CUP is required.
- A business must submit a comprehensive packet of information to the City alongside a registration application form.
- A business registering with the City will pay fees that are established in the fee schedule. *State Statute caps how large these fees can be.*
- The City will conduct an annual compliance check for each cannabis business to verify that they are meeting age verification requirements.
- Registration must be renewed each year at the same time that OCM is renewing the cannabis retail business's license.
- The registration can be suspended for up to 30 days if the cannabis retail business violates the registration ordinance, violations the terms of its conditional use permit, or poses an immediate threat to the health or safety of the public. If the registration is suspended, the business cannot operate. OCM will investigate within 30 days and will require the City to reinstate the registration once the violations have been resolved.
- The City can issue administrative citations for violations of the registration ordinance.
- The City shall limit the total number of cannabis retail businesses in South St. Paul to two.

Summary of Draft Cannabis Zoning Ordinance

- Cannabis businesses are only allowed in the mixed-use and industrial zoning districts

along Concord Street and Concord Exchange - CGMU (Concord Gateway Mixed Use), MMM (Mixed Markets and Makers), I (Industrial), and I-1 (Light Industrial).

- The two mixed-use districts, MMM and CGMU, will allow cannabis retail businesses along with “craft production” businesses where a cannabis product is manufactured and sold on-site. This is the same approach that is taken with breweries, which are allowed in both districts as long as they have a taproom or retail operation. Cannabis businesses will not be allowed in the MMM-1 subdistrict, which is the northern end of Concord Street North, which is largely low-density residential housing.
- The I and I-1 districts will allow cultivation, manufacturing, and wholesaling of cannabis products as well as some on-site retail if it is accessory to cultivation or manufacturing. This is consistent with how these two districts treat breweries and other manufacturing. Both districts already allow retail sales counters an accessory use.
- All four districts will allow cannabis testing facilities with a conditional use permit.
- Lower-potency hemp derived edible retailers are allowed as an accessory use in all of the City’s zoning districts that allow retail and restaurant uses. *This will maintain the status quo that has been in effect since 2022.*
- All cannabis businesses must be at least 1,000 feet from a school. *This is currently a moot point because there are no schools in the Concord Exchange/Concord Street area.*
- All cannabis businesses must be at least 500 feet from a playground or athletic field in a public park. *This will not apply to cannabis businesses that are within 500 feet of the Concord Street right-of-way which means that Concord Exchange businesses and Concord Street properties are eligible even if they are technically closer than 500 feet to a park at the top of the bluff.*

- All cannabis businesses must be at least 500 feet from each other.
- The distance requirements will not apply to businesses that just sell lower-potency hemp-derived edibles as an accessory use (i.e. Hat Trick Liquor and Sam's Tobacco which are only 300 feet from each other)
- Industrial cannabis businesses in the industrial zoning districts must only adhere to the distance requirement for schools. The distance requirements from parks and from other cannabis businesses are not applicable in the industrial districts.
- People are prohibited from operating a cannabis business or hemp-derived edible business as a home occupation. The only exception to this rule is that a licensed "cannabis event organizer" may office out of their home. A cannabis event organizer is an office worker who plans temporary cannabis events and this is the same as any other "work from home" office job.
- All cannabis businesses require a conditional use permit. Hours of operation for each business can be established as part of the conditional use permit.
- Cannabis businesses and hemp-derived edible businesses that require a conditional use permit shall submit an odor management plan. Cannabis odors must be undetectable at the property line. In multitenant buildings, cannabis odors must not be detectable in the other commercial suites.
- On-site consumption of cannabis is only permissible if explicitly authorized by the conditional use permit. The conditional use permit may restrict which parts of a property will allow on-site consumption. Smoking and vaping of cannabis is prohibited indoors at cannabis businesses.
- Outdoor commercial cultivation of cannabis is prohibited due to odor concerns.

- Cannabis businesses that are going to add new exterior lighting must submit a lighting and photometric plan and demonstrate compliance with the glare ordinance.
- Cannabis businesses that do cultivation or manufacturing are prohibited from operating in multi-tenant buildings. *Per the City Attorney, this has been an issue in other states because multi-tenant buildings typically have HVAC system setups that can lead to odor contamination between units if one unit has a cannabis cultivation or manufacturing business in it.*
- Cannabis retail businesses must operate and maintain a closed-circuit television surveillance system. The system must operate for 24 hours per day, seven days per week, and visually record all sales areas and all points of exit and entry.
- State Statute requires the City to allow Temporary Cannabis Sales Events but the City gets to decide which zoning districts will allow them and the City gets to decide whether cannabis can be consumed at these events.
 - The draft ordinance would allow these events on Concord Exchange and Concord Street in the CGMU district and the MMM-2, MMM-3, and MMM-4 districts.
 - The draft ordinance would not allow cannabis to be consumed at these events.

The draft ordinance does not allow cannabis businesses to operate in the GB-General Business zoning district because that district is currently being evaluated as part of the South Concord Zoning Study that launched in August. The area zoned GB along South Concord that is zoned GB includes a large number of single-family homes. Final decisions about the use list for the GB zoning district will be made in mid-2025 when the zoning study concludes.

COMMENTS FROM OTHER DEPARTMENTS

Police Department

The Police Department is recommending that the City proceed cautiously with temporary cannabis events and prohibit on-site consumption of cannabis at these events. The Police Department is also recommending that the City proceed cautiously with what zoning districts allow cannabis businesses and would prefer to initially see these businesses restricted to the mixed-use and industrial zoning districts along Concord Street and Concord Exchange.

Fire Department

The Fire Department has some concerns about large indoor grow facilities and will need to learn

more about how other states have regulated sprinkler requirements for these facilities.

SOME REGULATORY TOOLS NOT BEING RECOMMENDED

There are a few regulatory tools that the State Statute would technically allow the City to adopt that City Staff is recommending be left out of the cannabis ordinances:

- There is a provision in the Statute that would technically allow South St. Paul to stop allowing additional cannabis retail business registrations if there are already at least 36 registered cannabis retail businesses in Dakota County (1 per 12,500 residents). *It is unclear how this type of rule would work. City Staff has no good way of knowing whether other Dakota County communities have cannabis retail businesses in the pipeline.*
- The State Statute allows cities to require a 500-foot setback from licensed daycares. *The City does not track in-home daycares and this would be logistically challenging to enforce. It is likely a moot point because cannabis businesses are only proposed to be allowed in the Concord Street and Concord Exchange area where there are currently no daycares. These areas are highly commercialized and any daycares locating on Concord Street or Concord Exchange should expect to be near a variety of other businesses.*
- The State Statute allows cities to require a 500-foot setback from residential treatment facilities. *The City does not track residential treatment facilities and this would be logistically challenging to enforce. State-licensed residential care facilities are prohibited in the MMM, CGMU, I, and I-1 zoning districts where cannabis businesses will be located so this is likely a moot point.*

DISCUSSION

City Staff believes that the proposed ordinances will provide an effective regulatory framework if the City Council wants to take a cautious approach with cannabis businesses and reevaluate at a later date whether the rules should be loosened. There have been claims that cannabis retail businesses are essentially liquor stores and should be treated as such but there are a few key differences. The biggest difference is that municipalities do not have local licensing authority over cannabis businesses so a City cannot take a cannabis license away from a bad actor or negligent business owner like they can do with a liquor license. A municipality must rely primarily on its zoning code to regulate cannabis businesses and zoning is not as dynamic of a regulatory tool as licensing. Businesses become “grandfathered” with whatever zoning approvals they are granted at the time they receive approval. A conditional use permit can be revoked if a condition is violated but, unlike with a license, the City cannot add new conditions to the conditional use permit at a later date if there are problems. A second difference is that cannabis retail businesses are all-cash businesses and this can lead to crime issues. A third difference is

that OCM is still determining what the rules will be for on-site consumption, and it is possible that some types of cannabis retailers will be able to serve their customers cannabis products for on-site consumption, which is different than a liquor store.

ACTION NEEDED

Approval of Ordinance 1428 establishing zoning regulations for cannabis businesses and Ordinance 1429 establishing registration requirements for cannabis retail businesses.

LINKS

Office of Cannabis Management (OCM) Model Ordinance:

[mn.gov/ocm/assets/Minnesota OCM LG Guide_tcm1202-627967.pdf](https://mn.gov/ocm/assets/Minnesota_OCM_LG_Guide_tcm1202-627967.pdf)

League of Minnesota Cities FAQ about Cannabis Business Regulations:

<https://www.lmc.org/resources/adult-use-cannabis-what-cities-need-to-know/>

SOURCE OF FUNDS

NA

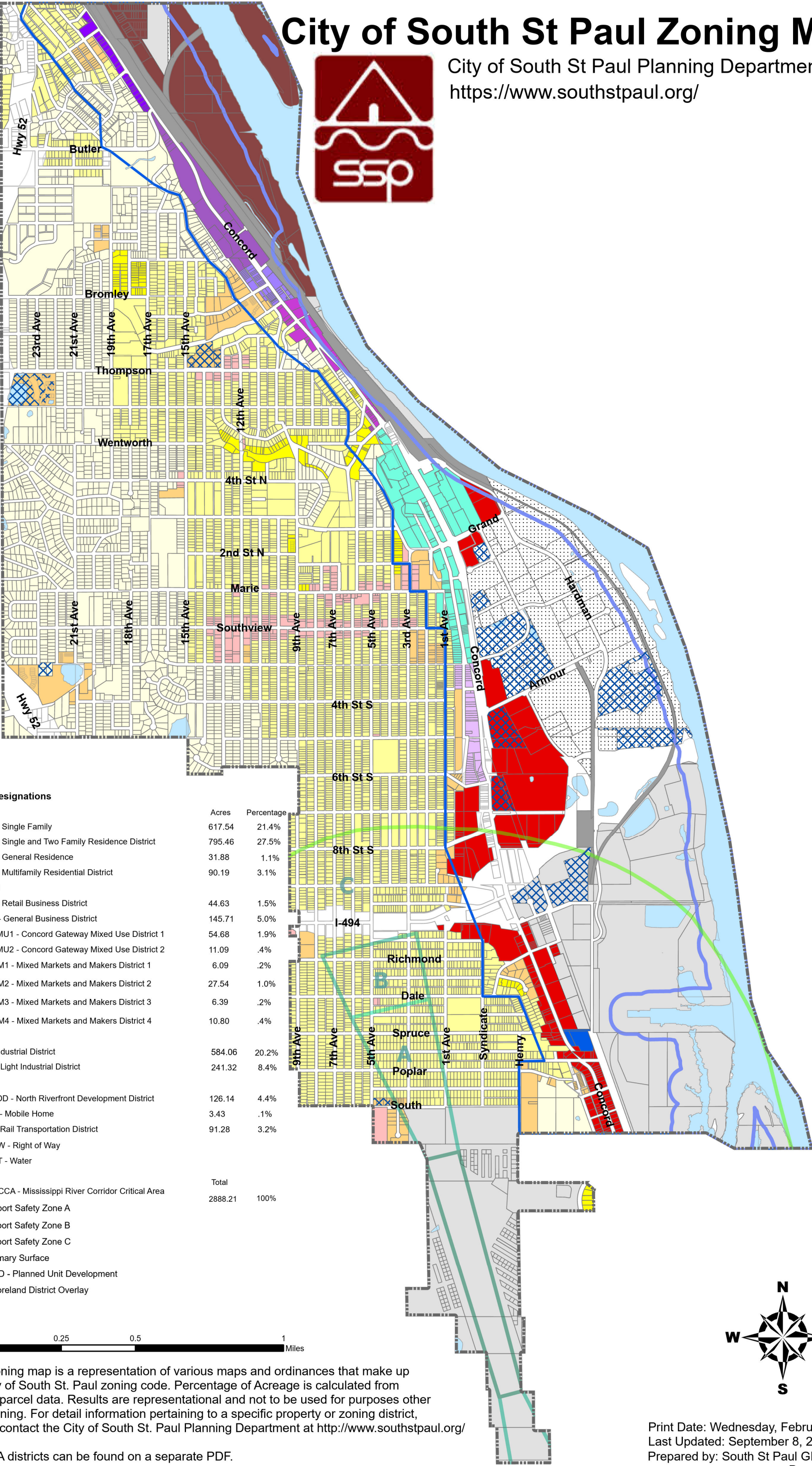
ATTACHMENTS

1. Zoning Map
2. Map of Allowed Locations for Cannabis Retail Businesses
3. Public Comments Received After Planning Commission Meeting
4. Ordinance 1428- Establishing Zoning Requirements for Cannabis Businesses
5. Ordinance 1429- Establishing Registration Requirements for Cannabis Retail Businesses

City of South St Paul Zoning Map



City of South St Paul Planning Department
<https://www.southstpaul.org/>



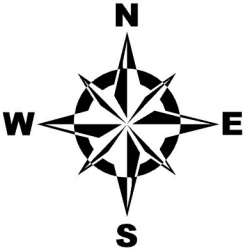
Zoning Designations

Residential		
R1 - Single Family	617.54	21.4%
R2 - Single and Two Family Residence District	795.46	27.5%
R3 - General Residence	31.88	1.1%
R4 - Multifamily Residential District	90.19	3.1%
Commercial		
C1 - Retail Business District	44.63	1.5%
GB - General Business District	145.71	5.0%
CGMU1 - Concord Gateway Mixed Use District 1	54.68	1.9%
CGMU2 - Concord Gateway Mixed Use District 2	11.09	.4%
MMM1 - Mixed Markets and Makers District 1	6.09	.2%
MMM2 - Mixed Markets and Makers District 2	27.54	1.0%
MMM3 - Mixed Markets and Makers District 3	6.39	.2%
MMM4 - Mixed Markets and Makers District 4	10.80	.4%
Industrial		
I - Industrial District	584.06	20.2%
I-1 - Light Industrial District	241.32	8.4%
Other		
NRDD - North Riverfront Development District	126.14	4.4%
MH - Mobile Home	3.43	.1%
RT- Rail Transportation District	91.28	3.2%
ROW - Right of Way		
WAT - Water		
Total		
	2888.21	100%

MRCCA - Mississippi River Corridor Critical Area	
Airport Safety Zone A	
Airport Safety Zone B	
Airport Safety Zone C	
Primary Surface	
PUD - Planned Unit Development	
Shoreland District Overlay	

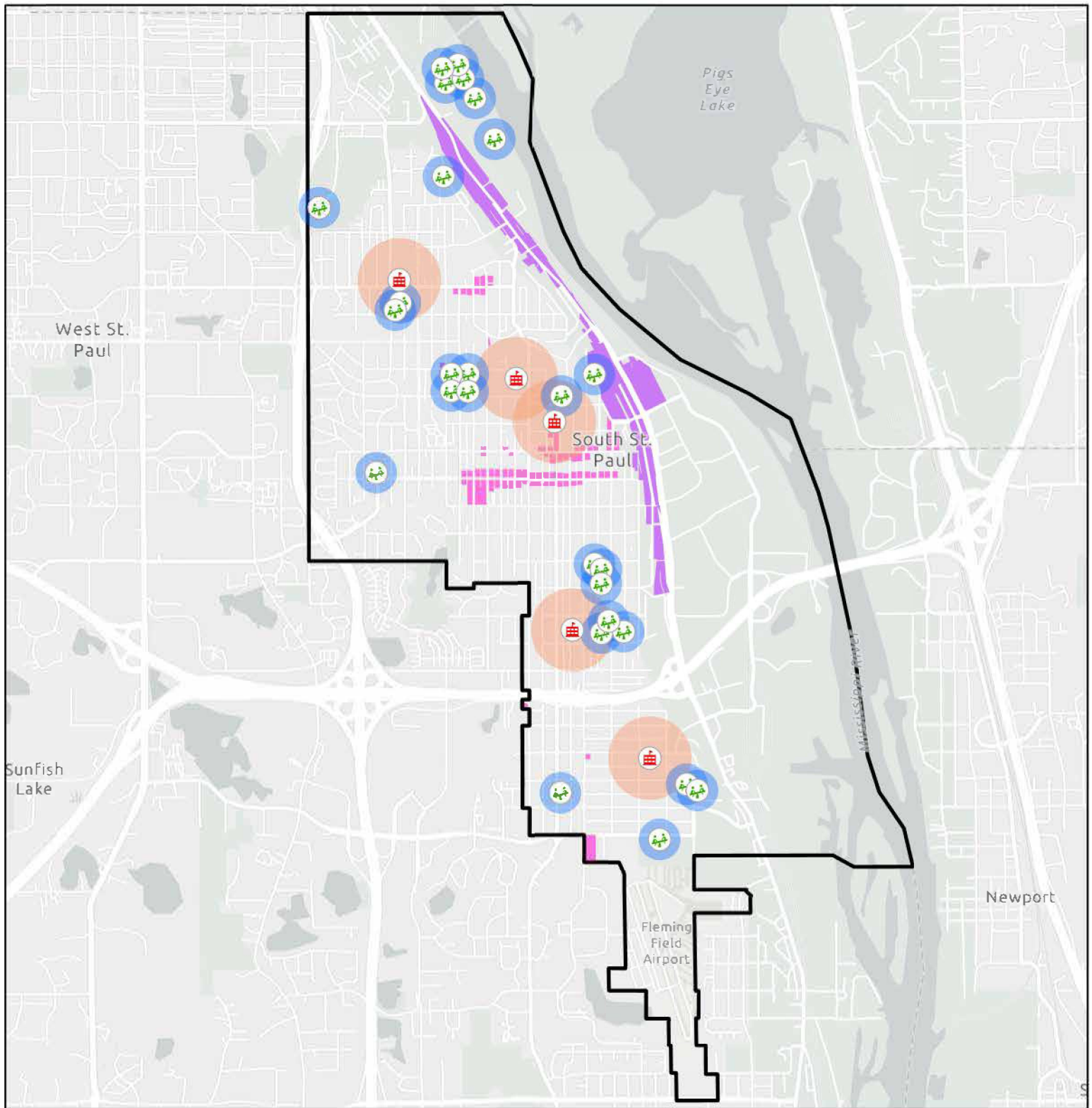
This Zoning map is a representation of various maps and ordinances that make up the City of South St. Paul zoning code. Percentage of Acreage is calculated from county parcel data. Results are representational and not to be used for purposes other than zoning. For detail information pertaining to a specific property or zoning district, please contact the City of South St. Paul Planning Department at <http://www.southstpaul.org/>

MRCCA districts can be found on a separate PDF.



Print Date: Wednesday, February 7, 2024
Last Updated: September 8, 2023
Prepared by: South St Paul GIS

Allowable Locations for Cannabis Retail Businesses



-  Schools
-  Playgrounds and Athletic Fields
-  500 foot buffer
-  1000 foot buffer
-  City Boundary
-  Parcels with CGMU, MMM-2, MMM-3, and MMM-4 Zoning (Cannabis Retail Allowed)
-  Parcels with C-1 Retail Business Zoning (Cannabis Retail Not Allowed)

0 0.25 0.5 1 Miles



ATTACHMENT 3

Public Comments Received After Planning Commission Meeting

From: pierre guilfoile

Sent: Friday, November 8, 2024 10:45:09 AM

To: Pam Bakken <pbakken@southstpaul.org>; Jimmy Francis <jfrancis@southstpaul.org>; Matthew Thompson <mthompson@southstpaul.org>

Subject: C1 District Access

Hey team, i know the council is considering keeping cannabis out of the C1 district. I am not a cannabis utilizer (not a fan at all actually) but keeping a potential high traffic business from C1 seems awfully short sighted. In Minnesota you would find that customers of legal cannabis retail operations are pretty much the same demographic as the grocery store. It is ridiculous that we would have a liquor store in C1 and not a cannabis store. We have seen how Hat Trick was able to transform its retail operation with modern ownership and a cannabis store would be no different. At some point we need to overcome our personal stigma of cannabis, recognize it as a mainstream commodity, and do what is best for the city. Please give some consideration to the planning committee's recommendations and allow for a cannabis retail operation in C1.

Pierre Guilfoile
2401 Heimel St

**City of South St. Paul
Dakota County, Minnesota**

Ordinance No. 1428

AN ORDINANCE ESTABLISHING ZONING RULES FOR CANNABIS BUSINESSES

The City Council of the City of South St. Paul does ordain:

SECTION 1. AMENDMENT. South St. Paul City Code Section 118-249 is hereby amended as follows:

Sec. 118-249. Home occupations and home offices.

(c) *Prohibited home occupations.* The following uses are never allowed as home occupations:

- (1) Flea markets.
- (2) General retail or wholesale operations that allow walk-in customers.
- (3) Restaurants, cafés, and similar types of commercial food service.
- (4) Manufacturing or machine shops.
- (5) Repair, service, building, rebuilding, or painting of motor vehicles, including trucks and boats.
- (6) Junkyards, motor vehicle salvage operations, and recycling processing centers.
- (7) The sale, lease, trade, or transfer of firearms and/or ammunition.
- (8) Headquarters or dispatch centers where persons come to the site and are dispatched to other locations.
- (9) Sexually oriented land uses.
- (10) Commercial kennels.
- (11) Body art establishments.
- (12) Cannabis businesses, except that an entity in possession of a cannabis event organizer license issued under Minnesota Statutes, Chapter 342 shall be permitted as a home office.
- (13) A lower-potency hemp edible business as defined in Chapter 118-278.
- ~~(12)~~ (14) Any use that involves any type of exterior storage of equipment, goods, or materials, except that personal passenger vehicles used in the home occupation may be parked on site.
- ~~(13)~~ (15) Any use that involves hazardous materials or activities.

- (~~1416~~) Any use that produces light, glare, noise, odor, electrical interference, or vibration that will in any way have an objectionable effect upon adjacent or nearby property or right-of-way.

SECTION 2. ENACTMENT. South St. Paul City Code Section 118-278 is hereby enacted as follows:

Sec. 118-278 Cannabis Businesses

- (a) *Purpose.* The purpose of this section is to establish reasonable restrictions on the time, place, and manner of the operation of cannabis businesses, hemp businesses, and temporary cannabis events, as allowed by State Statute.
- (b) *Definitions.* The definitions of words and phrases contained in Minn. Stat. § 342.01 and the Rules promulgated by the Office of Cannabis Management shall apply to this section unless defined differently herein. The following words and phrases shall have the meanings stated:

Cannabis business. A commercial enterprise involved in cultivating, processing, distributing, or selling cannabis for recreational or medical use. For zoning purposes, "cannabis business" pertains to the land use activity at a site, not the state-issued license.

Cannabis cultivation. Planting, growing, harvesting, drying, curing, grading, or trimming of cannabis plants, cannabis flower, hemp plants, or hemp plant parts for recreational or medical use.

Cannabis delivery service. A person or entity that purchases cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products from cannabis and lower-potency hemp edible businesses and transports and delivers those products to customers.

Cannabis retailers. An entity that acquires, possesses, transfers, sells, dispenses, or distributes medical or recreational cannabis, products containing cannabis, and related supplies and products to the public.

Cannabis or lower-potency hemp edible manufacturing. An entity that creates cannabis concentrate and manufactures cannabis products and hemp-derived consumer products for recreational or medical public consumption; an entity that purchases hemp and artificially derived cannabinoids to make hemp concentrate, and manufactures artificially derived cannabinoids and hemp edibles for public consumption; an entity that packages and labels lower-potency hemp edibles for sale to customers; an entity that sells hemp concentrate, artificially derived cannabinoids, and lower-potency hemp edibles to other cannabis businesses and hemp businesses.

Cannabis testing facility. A facility licensed to obtain and test immature cannabis plants and seedlings, cannabis flower, cannabis products, hemp plant parts, hemp concentrate, artificially derived cannabinoids, lower-potency hemp edibles, and hemp-derived consumer products.

Cannabis transporter. An entity that transports immature cannabis plants and seedlings, cannabis flower, cannabis products, artificially derived cannabinoids, hemp plant parts, hemp concentrate, lower-potency hemp edibles, and hemp-derived consumer products from a cannabis business to a cannabis business.

Cannabis wholesaler. An entity that obtains, stores, and sells or otherwise transfers medical or recreational cannabis or hemp seeds, plants, flower, or other products for the purpose of resale or other transfer to a cannabis business, but not to consumers.

Lower-potency hemp edible business. A lower-potency hemp edible manufacturer, lower-potency hemp edible retailer, or any business that produces, manufactures, transports, or sells lower-potency hemp edible products. All lower-potency hemp edible businesses must be licensed by the State of Minnesota prior to operation.

Lower-potency hemp edible retailer. An entity that possesses, transfers, sells, dispenses, or distributes lower-potency hemp edible products and related supplies and products.

On-site consumption, cannabis. On-site consumption of cannabis shall be allowed accessory to a cannabis retailer with an on-site consumption endorsement from the State of Minnesota. Such on-site consumption must comply with all regulations under Minnesota Statutes, Chapter 342, and rules adopted pursuant to the chapter. Smoking, including smoking for the purpose of the sampling of products, is prohibited within the indoor area of any on-site consumption use established under this chapter.

On-site consumption, lower-potency hemp edible products. On-site consumption of lower-potency hemp edible products shall be allowed accessory to a lower-potency hemp edible retailer. Such on-site consumption must comply with all regulations under Minnesota Statutes, Chapter 342, and rules adopted pursuant to the chapter.

School. A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.

Temporary Cannabis Event. An event lasting no more than 4 days at which cannabis products, cannabis flower, lower-potency hemp edibles, and hemp-derived consumer products may be sold and for which the organizer has a cannabis event organizer license issued by the Office of Cannabis Management.

(c) *General Provisions*

- (1) A cannabis business or lower-potency hemp edible business shall only be allowed in a zoning district if that type of business is explicitly listed as being a permitted, conditional, or accessory use in the district.

- (2) Outdoor commercial cultivation of cannabis and hemp is prohibited.
- (3) Proposed cannabis businesses and lower-potency hemp-derived edible businesses that require a conditional use permit shall submit an odor management plan as part of their application packet. Odors from the operation must not be discernable beyond the property line. If the business is in a multitenant facility, odors shall not be discernable in other tenant spaces.
- (4) A cannabis business that will have any new exterior lighting must provide a lighting and photometric plan with their conditional use permit application. Lighting and glare must comply with all relevant standards for the applicable zoning district.
- (5) A cannabis business that has a cultivation or manufacturing component must be located within a freestanding building and shall not be allowed to occupy a space in a multitenant building.
- (6) Cannabis retailers must operate and maintain a closed-circuit television (CCTV) surveillance system. The CCTV video surveillance system must operate for 24 hours per day, seven days per week, and visually record all sales areas and all points of exit and entry. This requirement shall not apply to a business that is only selling lower-potency hemp-derived edibles as an accessory use.
- (7) Cannabis cultivation businesses shall provide adequate security in accordance with state licensing requirements. This may include fencing, lighting, alarms, door and window locks, and/or secure storage and waste.
- (8) On-site consumption of cannabis shall only be allowed if explicitly stated in the conditional use permit. This requirement shall not apply to the on-site consumption of lower-potency hemp edible products. The conditional use permit will establish parameters for on-site consumption of cannabis and may restrict which parts of the property will allow on-site consumption. Smoking and vaping of cannabis products shall be prohibited indoors at all cannabis businesses.

(d) *Buffering.* A cannabis business shall not be located within:

- (1) 1,000 feet of an elementary or secondary school (K-12 grades). This is measured from the property line of the school to the property line of the cannabis business.
- (2) 500 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field. This is measured from the location of the public park attraction to the property line of the cannabis business.
- (3) 500 feet of another cannabis business, measured by a line from the nearest point on the property boundary line of the property on which the existing business is located to the

nearest property boundary line of the property on which a business is proposed to be located.

(e) *Exceptions to the buffering requirements.*

- (1) The buffering requirements shall not apply to an existing licensed and registered cannabis retailer in operation if one of the uses that triggers a buffering requirement commences operation within the buffer area.
- (2) Cannabis businesses located in the I-1 Light Industrial and I-Industrial zoning districts shall not be required to observe the buffer from public parks or the buffer from other cannabis businesses.
- (3) Cannabis businesses located on a property that is within 500 feet of the right-of-way line of Concord Street shall not be required to observe the buffer from attractions in a public park.
- (4) The buffering requirements shall not apply to a non-cannabis business that sells lower-potency hemp-derived edibles as an accessory use.

(f) *Temporary Cannabis Events.* The following restrictions shall be in effect for temporary cannabis events:

- (1) Temporary cannabis events shall only be allowed in the CGMU-1, CGMU-2, MMM-2, MMM-3, and MMM-4 zoning subdistricts.
- (2) The event may last no longer than four (4) days or 96 hours.
- (3) The event must comply with any buffering requirements that apply to cannabis businesses in the underlying zoning district.
- (4) Consumption or use of cannabis at or on the property of a temporary cannabis event is prohibited.

SECTION 3. AMENDMENT. South St. Paul City Code Section 118-8 is hereby amended as follows:

Sec. 118-8. Lots, distances, and definitions.

Office uses means the commercial activities that take place in office buildings, where goods are not produced, sold, or repaired. These shall include, but are not limited to, banks, professional offices, governmental offices, insurance offices, real estate offices, telephone exchanges, utility offices, radio broadcasting, cannabis event organizers' offices, and similar uses.

SECTION 4. AMENDMENT. South St. Paul City Code Section 118-125 is hereby amended as follows:

Sec. 118-125. CGMU, Concord Gateway mixed-use district.

- (b) *Permitted uses.* Within either the CGMU-1 or CGMU-2 subdistricts, no structure or land may be used except for one or more of the following uses, provided such use is less than 10,000 square feet in gross floor area:
- (1) Accessory store, apparel.
 - (2) Altering, pressing and repair of wearing apparel.
 - (3) Appliance store.
 - (4) Art gallery.
 - (5) Bakery.
 - (6) Banks and other financial institutions without drive-through facilities.
 - (7) Barbershop.
 - (8) Beauty shop.
 - (9) Body art establishment (defined and regulated by section 118-276).
 - (10) Bookstore.
 - (11) Cafe, cafeteria, restaurant, or delicatessen, without drive-through facilities.
 - (12) Camera store.
 - (13) Candy, nut or confectionery store.
 - (14) Club or lodge, private.
 - (15) Copy service or printing service.
 - (16) Craft production, including the production of alcoholic beverages, cannabis products, and lower-potency hemp edibles.
 - a. Must include a retail/eating/drinking/tasting component that is open to the public and occupies a minimum of ten percent of usable space. This space must front the street at the ground floor level or have a well-marked and visible entrance at the ground floor level.
 - b. All production, processing, and distribution activities except for the loading of finished products onto trucks are to be conducted within an enclosed building.
 - c. Craft production of alcoholic beverages shall require a conditional use permit for off-sale or on-sale liquor.
 - d. Craft production of cannabis products and lower-potency hemp edibles shall require a conditional use permit.
- (c) *Accessory uses.* Within the CGMU-1 or CGMU-2 subdistricts, the following uses shall be permitted accessory uses:
- (1) Off-street parking of automobiles for patrons or employees of a permitted use.

- (2) Off-street loading areas as regulated herein.
- (3) Signs, fences, and decorative landscape features as regulated herein.
- (4) Customary uses incidental to the principal use as determined by the city council.
- (5) Off-sale 3.2 percent malt liquor sales (licensed pursuant to chapter 6 of the City Code)
- (6) Lower-potency hemp edible retailer.
- (7) Cannabis transportation and delivery accessory to a cannabis business provided there is no on-site delivery vehicle fleet.

(d) *Conditional uses, CGMU-1.* Within the CGMU-1 subdistricts, no structure or land may be used for any of the following uses except by conditional use permit:

- (1) On-sale and off-sale liquor establishments as regulated by this Code.
- (2) Amusement or entertainment, as defined and regulated by this Code.
- (3) Church.
- (4) Medical uses (for animals).
- (5) Residential dwelling units within the same building as nonresidential uses, if provisions for parking, security, noise, odors, and other related issues affecting the residential units can be shown to be handled adequately and in keeping with the best interests of the residents.
- (6) Theaters.
- (7) Schools, public or private.
- (8) Adult day care facility.
- (9) Child day care facility.
- (10) Parking ramps or parking garages.
- (11) Buildings in excess of 50 feet in height, if such buildings will not block significant views from existing uses or views to significant features within the CGMU district, and if such buildings can be shown to be in keeping with the intent and character of the CGMU district and compatible with surrounding uses.
- (12) Any permitted use or any other conditional use, if 10,000 square feet or more in gross floor area, if such use can be shown to be in keeping with the intent and character of the CGMU district and compatible with surrounding uses.
- (13) Pet grooming and pet training provided that:
 - a. Unless expressly allowed by the conditional use permit, all activity must take place within a completely enclosed building with odor and sound control except for the walking of dogs. No outdoor kenneling shall be permitted.
 - b. There shall be no overnight kenneling of customers' pets and no animal may be present inside the business between the hours of 10:00 p.m. and 6:00 a.m. unless their owner is also present.

- c. Any outdoor off-leash exercise/relief area that is provided shall be entirely enclosed by a fence. Pets may not be off-leash in these areas between the hours of 8:00 p.m. and 7:00 a.m.

(14) Cannabis retailer

(15) Cannabis testing facility

(16) Cannabis cultivation of up to 15,000 square feet of plant canopy when accessory to a cannabis dispensary or craft production facility producing cannabis products or lower-potency hemp edible products.

- (14) Other uses determined by the city council to be similar in purpose and character to other permitted or conditional uses in this district.

SECTION 5. AMENDMENT. South St. Paul City Code Section 118-126 is hereby amended as follows:

Sec. 118-126. C-1, retail business district.

(d) *Accessory uses.* The following accessory uses shall be permitted:

- (1) Off-street parking and loading, signs, fences, and decorative landscape features, as regulated herein.
- (2) Temporary construction buildings and storage as may be approved by the zoning administrator.
- (3) Customary uses incidental to the principal use as may be approved by the zoning administrator.
- (4) Residential garage as allowed in the R-1 and R-2 districts.
- (5) Off-sale 3.2 percent malt liquor sales (licensed pursuant to chapter 6 of the City Code)
- (6) Lower-potency hemp edible retailer.

SECTION 6. AMENDMENT. South St. Paul City Code Section 118-127 is hereby amended as follows:

Sec. 118-127. MMM, mixed markets and makers district.

(c) *Table 1. Permitted, Conditional and Accessory Uses.*

Table 1 Principal Use	MMM1	MMM2	MMM3	MMM4	Notes
Single family detached dwelling	P	X	X	X	
Two family dwelling	P	X	X	X	
Three-family dwelling	P	X	X	X	
Multi-family dwelling (four or more units)	C	P	P	P	

Mixed residential and commercial building	C	P	P	P	
Live-work unit	P	P	P	P	(f)
Adult day care facility	C	P	P	P	
Auto repair	C	C	X	C	
Auto sales, leasing, and rental (may include service)	X	X	X	C	(f)
Body art establishment that offers body art procedures other than micropigmentation and cosmetic tattooing (defined and regulated by Section 118-276)	C	P	P	P	
Child day care facility	P	P	P	P	(f)
Catering	C	P	P	P	
<u>Cannabis retailer</u>	<u>X</u>	<u>C</u>	<u>C</u>	<u>C</u>	
<u>Cannabis testing facility</u>	<u>X</u>	<u>C</u>	<u>C</u>	<u>C</u>	
Churches, chapels & other worship buildings	P	P	P	P	
Contractor operations with no exterior storage or overnight parking of fleet vehicles & trailers	P	P	P	P	
Craft production	C	P/C	P/C	P/C	(f)
Essential services	P	P	P	P	
Funeral Homes and Mortuaries	C	P	P	P	
Gasoline service station	X	C	X	C	
General retail business (within a building)	P	P	P	P	
General service business (within a building)	P	P	P	P	
Health club, dance studio or similar uses	P	P	P	P	
Hotel or motel	X	P	P	P	
Indoor commercial recreation	X	C	C	C	
Medical or dental clinic	C	P	P	P	
Municipal buildings & uses	P	P	P	P	
Museum, library, theater & similar uses	C	P	P	P	
Office	P	P	P	P	
On-sale, off-sale liquor, beer or wine establishments	C	C	C	C	
Parking ramps, garages & surface lots	X	C	C	C	
Pet boarding, kenneling, training & grooming	C	C	C	C	(f)
Public & private parks & playgrounds	P	P	P	P	
Reception or meeting hall	X	C	C	C	
Recording studio	C	P	P	P	
Restaurant, cafe, coffee shop, cafeteria or deli	C	P	P	P	
School, public or private	C	P	P	P	
Small wireless facility (see Sec. 54-402)	P	P	P	P	
Veterinary Clinic	C	P	P	P	
Accessory Uses					

Car washes (accessory to gas station)	X	C	X	C	
Drive thru facilities	X	C	X	C	(f)
Exterior storage for contractor operations and craft production	X	C	X	C	(f)
Fences, signs, & decorative landscape features	P	P	P	P	
Garages & accessory structures (see Sec. 118-208)	P	P	P	P	
Home occupation (see Sec. 118-249)	P	P	P	P	
Commercial indoor storage	X	C	X	C	(f)
Off-sale 3.2 percent malt liquor sales (licensed pursuant to Chapter 6 of the City Code)	P	P	P	P	
<u>Lower-potency hemp edible retailer</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
Off-site storage for contractor operations	X	C	X	C	(f)
Off-street parking and loading	P	P	P	P	
Outdoor display/sales (no vehicles, boats or trailers)	X	C	C	C	(f)
<u>Cannabis cultivation of up to 15,000 square feet of plant canopy when accessory to a cannabis dispensary or craft production facility producing cannabis products or lower-potency hemp edible products.</u>	<u>X</u>	<u>C</u>	<u>C</u>	<u>C</u>	
<u>Cannabis transportation and delivery accessory to a cannabis business provided there is no on-site delivery vehicle fleet.</u>	<u>X</u>	<u>P</u>	<u>P</u>	<u>P</u>	
Vehicle Rental	X	C	X	C	(f)
P = Permitted Use					
C = Conditional Use					
X = Prohibited Use					
Note: Uses marked with an (f) have special performance standards that are unique to the MMM district which are listed in subdivision (f) of this section.					

(f) *Performance standards for specific uses.* In addition to performance standards found elsewhere in the City Code, the following performance standards are in effect for a number of specific uses in the MMM district:

(5) *Craft production.*

- a. Must include a retail/eating/drinking/tasting component that is open to the public and occupies a minimum of ten percent of usable space. This space must front the street at the ground floor level or have a well-marked and visible entrance at the ground floor level.
- b. All production and processing activities are to be conducted within an enclosed building. Distribution activities except for the loading of finished products onto trucks must be conducted within an enclosed building unless otherwise allowed by conditional use permit.
- c. May include accessory exterior storage by conditional use permit, subject to the provisions outlined in this section.
- d. Craft production of alcoholic beverages shall require a conditional use permit for off-sale or on-sale liquor.

e. Craft production of cannabis products and lower-potency hemp edibles shall require a conditional use permit.

ef. Any craft production use with a gross floor area that is greater than 15,000 square feet shall require a conditional use permit. This requirement shall not apply to craft production uses that are considered general retail uses such as bakeries and butcher shops.

SECTION 7. AMENDMENT. South St. Paul City Code Section 118-129 is hereby amended as follows:

Sec. 118-129. I, industrial district.

(c) *Uses by conditional use permit or interim use permit.* The following uses shall require a conditional use permit or an interim use permit, and all applications for such conditional use permits shall follow the review and procedural guidelines set forth in section 118-132 of this chapter, governing planned unit developments:

(1) Armories, convention halls and similar uses.

(2) Automobile, truck and other vehicle repair.

(3) Cannabis cultivation

(4) Cannabis retailer when accessory to a cannabis or lower-potency hemp edible manufacturing business or cannabis cultivation business.

(5) Cannabis or lower-potency hemp edible manufacturing.

(6) Cannabis wholesaler.

(7 3) Commercial kennels, animal hospitals.

(8 4) Child day care facility when located within the same building as the principal use and provided only for employees of the principal use.

(9 5) Exterior processing on industrial zoned property south of I-494, except that part north of Richmond Street, west of Hardman Avenue north of vacated Malden Street from Hardman Avenue to the Mississippi River, the south one-half of section 35, T28N, R22W and the east one-half of the NW 1/4 of section 35, T28N, R22W.

(10 6) Exterior storage (not as a principal use).

(11 7) Exterior storage and open sales lot in conjunction with an approved use on the same site.

(12 8) Exterior storage and processing of wood chips, accessory to an approved business, provided a detailed screening, parking, driveway, storage, and display plan for the wood chip processing and storage area and all off-street parking and driveway area is implemented, consistent with current city codes, subject to the city council review and approval.

(13 9) Exterior storage as a principal use on industrial zoned property south of I-494, except that part north of Richmond Street, west of Hardman Avenue, north of vacated Malden Street, from Hardman Avenue to the Mississippi River, the south one-half of

section 35, T28N, R22W and the east one-half of the NW 1/4 of section 35, T28N, R22W.

- (14 10) Exterior storage or exterior processing as a principal use on industrial zoned property described as follows:

That part of Government Lots 5 and 6, section 26, Township 28 N., Range 22 W., and that part of Government Lot 11, section 35, Township 28 N., Range 22 W., (Part of which as formerly platted as "South Saint Paul Syndicate Park No. 2, Dakota County, Minnesota" according to the plat thereof on file and of record in the office of the county recorder and now vacated), described as follows:

Commencing at the northwest corner of said section 35; thence southerly, along the west line of said Government Lot 11, a distance of 300.00 feet of the northerly line of Maltby Street as dedicated in said "South Saint Paul Syndicate Park No. 2, Dakota County, Minnesota," thence on a assumed bearing of N 89 degrees 13'32" E., along said northerly line of Maltby Street, a distance of 672.63 feet to the point of beginning of the tract to be described; thence N 2 degrees 11'13" W a distance of 714.32 feet; thence N 78 degrees 24'28" E a distance of 1,210.62 feet; thence N 61 degrees 11'38" E to the westerly shore line of the Mississippi River; thence southerly, along said westerly shore line to its intersection with the easterly extension of said northerly line of Maltby Street; thence westerly, along said northerly line of Maltby Street and its easterly extension to the point of beginning (old MWCC sewage settling pond property).

Such uses shall expire and not be available after December 31, 2009.

- (15 11) Hotel or motel.
- (16 12) Laundry and dry cleaning processing plants (not retail).
- (17 13) Metal clad building.
- (18 14) Other uses deemed by the city to be similar to those set forth in this subsection and consistent with the purpose set forth in subsection (a) of this section.
- (19 15) Pawnbrokers and precious metal dealers, as defined in article XIV of chapter 18 of this Code, 500 feet north of I-494 and south of Grand Avenue.
- (20 16) Private and business schools.
- (21 17) PWS antenna.
- (22 18) PWS tower.
- (23 19) Restaurants.
- (24 20) Sexually oriented uses, as defined in article XVIII of chapter 18, 500 feet north of I-494 and south of Grand Avenue.
- (25 21) Spur tracks.
- (26 22) Structures of any type over 50 feet in height.
- (27 23) Temporary on-site rock crushing operation when used for surcharging the land as an integral part of a land reclamation plan approved by the city engineer.

~~(28 24)~~ Temporary structures.

~~(29 25)~~ Truck stop.

~~(30 26)~~ Veterinary clinic.

~~(31 27)~~ Wholesaling.

(e) *Accessory uses.*

(1) Bars and taverns located within a hotel or motel.

(2) Dwelling units for security purposes.

(3) Mini-storage facilities (not as a permitted principal use).

(4) Off-street parking and loading, signs, fences and decorative landscape features as regulated herein.

(5) Parking garage for public and/or employee use.

(6) Retail outlet sales counter; provided that retail outlet floorspace cannot exceed ten percent of total building floorspace for that business.

(7) Temporary construction buildings and storage during construction of the principal use as may be approved by the city engineer.

~~(8) Cannabis transportation and delivery accessory to a cannabis business.~~

~~(9) Lower-potency hemp retailer that is accessory to a retail use that is allowed in the I district or accessory to a restaurant, bar, or tavern.~~

SECTION 8. AMENDMENT. South St. Paul City Code Section 118-134 is hereby amended as follows:

Sec. 118-134. I-1, light industrial district.

(d) *Uses by conditional use permit.* The following uses or other uses deemed to be similar shall require a conditional use permit:

(1) Adult day care facility.

(2) Automobile, truck and other vehicle repair.

~~(3) Cannabis cultivation~~

~~(4) Cannabis retailer when accessory to a cannabis or lower-potency hemp edible manufacturing business or cannabis cultivation business.~~

~~(5) Cannabis or lower-potency hemp edible manufacturing~~

~~(6) Cannabis wholesaler~~

~~(7 3)~~ Child day care facility.

~~(8 4)~~ Commercial kennels, animal hospitals, dog/pet daycare or lodging.

~~(9 5)~~ Enclosed mini-storage facilities.

~~(10 6)~~ Exterior storage (not as a principal use) subject to the following:

- a. Exterior storage use shall be incidental to an approved use on the same site.
 - b. Exterior storage shall be screened from adjacent properties and public view and shall meet the required performance standards of section 118-240.
 - c. The city may impose reasonable conditions on the exterior storage such as, but not limited to, maximum lot coverage, height, and type of the exterior storage.
- (~~11~~ ~~7~~) Open sales lot incidental to an approved use on the same site.
 - (~~12~~ ~~8~~) Hotel or motel.
 - (~~13~~ ~~9~~) Laundry and dry cleaning processing plants (not retail).
 - (~~14~~ ~~10~~) On-sale liquor.
 - (~~15~~ ~~11~~) Pawnbrokers and precious metal dealers, as defined in article XIV of chapter 18 of this Code, 500 feet north of I-494.
 - (~~16~~ ~~12~~) Pet cremation.
 - (~~17~~ ~~13~~) PWS antenna.
 - (~~18~~ ~~14~~) PWS tower.
 - (~~19~~ ~~15~~) Restaurants.
 - (~~20~~ ~~16~~) Schools: Private, business, and vocational schools.
 - (~~21~~ ~~17~~) Sexually oriented uses, as defined in article XVIII of chapter 18, 500 feet north of I-494 and south of Grand Avenue.
 - (~~22~~ ~~18~~) Spur tracks.
 - (~~23~~ ~~19~~) Structures of any type over 50 feet in height.
 - (~~24~~ ~~20~~) Temporary on-site rock crushing operation when used for surcharging the land as an integral part of a land reclamation plan approved by the city engineer.
 - (~~25~~ ~~21~~) Temporary structures.
 - (~~26~~ ~~22~~) Truck stop.
 - (~~27~~ ~~23~~) Veterinary clinic.
 - (~~28~~ ~~24~~) Wholesaling.
 - (~~29~~ ~~25~~) Exterior processing of wood chips, accessory to a permitted or conditional use and subject to the required performance standards in section 118-134(d)(4).
- (f) *Accessory uses.*
- (1) Restaurants located within a hotel or motel.
 - (2) Dwelling units for security purposes.
 - (3) Off-street parking and loading, signs, fences and decorative landscape features as regulated herein.
 - (4) Parking garage for public and/or employee use.
 - (5) Retail outlet sales counter.

(6) Temporary construction buildings and storage during construction of the principal use subject to City approval.

(7) Cannabis transportation and delivery accessory to a cannabis business.

(8) Lower-potency hemp retailer that is accessory to a retail use that is allowed in the I-1 district or accessory to a restaurant, bar, or tavern.

SECTION 9. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

This ordinance establishes zoning regulations for cannabis businesses.

SECTION 10. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Deanna Werner, City Clerk

**City of South St. Paul
Dakota County, Minnesota**

Ordinance No. 1429

**AN ORDINANCE ESTABLISHING REGISTRATION REQUIREMENTS FOR
CANNABIS RETAIL BUSINESSES**

The City Council of the City of South St. Paul does ordain:

SECTION 1. ENACTMENT. South St. Paul City Code Chapter 18, Article XXII is hereby enacted as follows:

ARTICLE XXII. CANNABIS

DIVISION 1. GENERALLY

Sec. 18-726.- Purpose

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes the City of South St. Paul to protect the public health, safety, welfare of South St. Paul residents by regulating cannabis businesses within the legal boundaries of South St. Paul.

Sec. 18-727.- Definitions and Interpretation

Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this section.

Cannabis Cultivation. A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.

Cannabis Retail Business. A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, and lower-potency hemp edible retailers.

Cannabis Retailer. Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.

Lower-potency Hemp Edible. As defined under Minn. Stat. 342.01 subd. 50.

Office of Cannabis Management. Minnesota Office of Cannabis Management, referred to as “OCM” in this ordinance.

Place of Public Accommodation. A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.

Preliminary License Approval. OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.

Public Place. A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.

Retail Registration. An approved registration issued by the City of South St. Paul to a state-licensed cannabis retail business.

School. A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.

State License. An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

DIVISION 2. REGISTRATION

Sec. 18-728.- Registration Required

- (a) No individual or entity may operate a state-licensed cannabis retail business within South St. Paul city limits without first registering with the City of South St. Paul.
- (b) Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty for each violation which shall be established in the City's adopted fee schedule and shall not exceed the maximum allowed under State Statute.

Sec. 18-729.- Compliance Checks Prior to Retail Registration

- (a) Prior to issuance of a cannabis retail registration, the City of South St. Paul shall conduct a preliminary compliance check to ensure compliance with local ordinances.
- (b) Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, the City of South St. Paul shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

Sec. 18-730.- Registration Fees

- (a) The City of South St. Paul shall not charge an application fee. A registration fee, as established by the City Council in the adopted fee schedule, shall be charged to applicants depending on the type of retail business license applied for.
- (b) The initial registration fee shall include the initial retail registration fee and the first annual renewal fee. A renewal registration fee shall be charged at the time of the second renewal and each subsequent renewal thereafter.
- (c) Registration fees shall not exceed the maximum amounts established in Minnesota Statute 342.11.
- (d) A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

Sec. 18-731.- Registration Application Submittal

The City of South St. Paul shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minnesota Statute 342.22.

- (a) An applicant for a retail registration shall fill out an application form, as provided by the City of South St. Paul. Said form shall include, but is not limited to:
 - (1) Full name of the property owner and applicant;
 - (2) Address, email address, and telephone number of the applicant;
 - (3) The address and Parcel ID for the property which the retail registration is sought;
 - (4) Certification that the applicant complies with the requirements of local ordinances established pursuant to Minnesota Statute. 342.13 including evidence that a conditional use permit has been obtained.
- (b) The Applicant shall include the following with the form:
 - (1) The application fee as required in Section 18-729
 - (2) A copy of a valid state license or written notice of OCM license preapproval;

- (3) A copy of any information that was provided to OCM to obtain the license or preapproval.
- (4) A copy of the conditional use permit if one is required to start the proposed business in the applicable zoning district.
- (c) Once an application is considered complete, the City Clerk shall inform the Applicant as such, process the application fees, and forward the application to the City Council for approval or denial.
- (d) The application fee shall be non-refundable once processed.

Sec. 18-732.- Standards for Registration Approval

- (a) A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 18-737.
- (b) A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance or the zoning ordinance.
- (c) A state-licensed cannabis retail business application that meets the requirements of this ordinance and the zoning ordinance shall be approved.

Sec. 18-733.- Annual Compliance Checks

- (a) The City of South St. Paul shall complete at a minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under Minnesota Statute 342.22 Subd. 4(b) and Minnesota Statute 342.24 and this ordinance.
- (b) The City of South St. Paul shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.
- (c) Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.
- (d) Any failures under this section must be reported to the Office of Cannabis Management.

Sec. 18-734.- Location Change

A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 18-730 if it seeks to move to a new location still within the legal boundaries of South St. Paul.

Sec. 18-735.- Renewal of Registration

- (a) The City of South St. Paul shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.
- (b) A state-licensed cannabis retail business shall apply to renew registration on a form established by the City of South St. Paul
- (c) A cannabis retail registration issued under this ordinance shall not be transferred.
- (d) The City of South St. Paul may charge a renewal fee for the registration starting at the second renewal, as established in the adopted fee schedule.
- (e) The application for renewal shall include those same items required under Section 18-730 for a new registration.

Sec. 18-736.- Suspension of Registration

- (a) The City of South St. Paul may suspend a cannabis retail business's registration if it violates this ordinance or the zoning ordinance, if it violates the terms of its conditional use permit, or it poses an immediate threat to the health or safety of the public. The City of South St. Paul shall immediately notify the cannabis retail business in writing of the grounds for the suspension.
- (b) The City of South St. Paul shall immediately notify the OCM in writing regarding the grounds for the suspension. OCM will provide the City of South St. Paul and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.
- (c) Length of Suspension.
 - (1) The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

- (2) The City of South St. Paul may reinstate a registration if it determines that the violations have been resolved.
- (3) The City of South St. Paul shall reinstate a registration if OCM determines that the violation(s) have been resolved.
- (4) Subject to Minn. Statute 342.22, subd. 5(e) the City of South St. Paul may impose a civil penalty as specified in the adopted fee schedule, for registration violations, not to exceed the maximum amount allowed by State Statute.

Sec. 18-737.- Limiting of Registrations

- (a) The City of South St. Paul shall limit the total number of cannabis retail businesses, mezzobusinesses with a retail operations endorsement, and microbusinesses with a retail operations endorsement to two (2).

SECTION 2. AMENDMENT. South St. Paul City Code Chapter 18, Article XXI is hereby amended as follows:

ARTICLE XXI. TOBACCO

DIVISION 1. GENERALLY

Sec. 18-673. Prohibited sales.

- (b) It shall be unlawful for any person licensed under this article to allow the sale of tobacco, tobacco products, tobacco-related devices, or electronic delivery devices:
 - (1) By the means of a vending machine unless persons under 21 are at all times prohibited from entering the licensed establishment;
 - (2) By means of self-service merchandising whereby the customer does not need to make a verbal or written request to an employee of the licensee in order to receive the tobacco, tobacco product or tobacco-related device and where there is not a physical exchange of the tobacco, tobacco product or tobacco-related device between the licensee or the licensee's employee and the customer. All tobacco, tobacco-related products and tobacco-related devices shall be stored behind the counter;
 - (3) By means of loosies as defined in section 18-671;
 - (4) Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, ~~marijuana~~, or other deleterious, hallucinogenic, toxic, or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process. Cannabis retail sales are regulated by State Statute, Chapter 18 Article XXII of the City Code, and Section 118-278 of the City Code; or
 - (5) By any other means, to any other person, in any other manner or form prohibited by federal, state, or local law, ordinance, or other regulation.

SECTION 3. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

This ordinance establishes registration requirements for cannabis businesses.

SECTION 4. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Deanna Werner, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: December 16, 2024
DEPARTMENT: City Attorney
PREPARED BY: Amanda Johnson
AGENDA ITEM NUMBER: 10.G.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Introduce for a first reading an Ordinance Amending South St. Paul City Code Chapter 38 Regarding Administrative Citations.

OVERVIEW

Current Process for Administrative Citation Appeals:

Administrative citations are one of the code enforcement tools used by City Staff to ensure compliance with the City Code. An administrative citation is a non-criminal fine issued to a property owner for a violation of City Code. The violations are usually property maintenance type violations. The administrative citation is issued after the owner has received at least one, but often many compliance letters from the City.

Under current City Code, the property owner has the right to appeal an administrative citation, contesting either the violation, the amount of the fine, or both. This appeal must be made within ten days of receiving the citation.

Current code requires a hearing to be held in front of an independent hearing officer within thirty days, unless both sides agree in writing. Code suggests that the independent hearing officer should be an administrative law judge from the Office of Administrative Hearings.

Currently, a property owner does not need to pay anything to file an appeal. If they lose their appeal, they are responsible for paying the original citation and must pay \$500 towards the cost of the appeal. The City currently covers all other costs associated with the appeal. The \$500 charge for losing an appeal has not changed since 2015 despite the City's costs greatly increasing.

Requested Changes to the Ordinance:

As the City has increased general code enforcement activities, it has become clear that the current appeal process is a bit clunky and presents the opportunity for code violators to appeal their citation, not because of a valid reason, but simply to avoid paying the fine and/or to create additional, costly work for City Staff. There have been instances of property owners and rental

license holders appealing their administrative citations even while they acknowledge they are intentionally violating the City Code.

Therefore, City Staff is proposing the following changes to allow for the due process rights of an appeal while discouraging frivolous appeals that are very costly to the City.

- Property owner must pay a filing fee when making the appeal. If they win the appeal, the filing fee is refunded.
 - The filing fee will be set by the fee schedule. We are suggesting a \$200 filing fee.
- The appeal hearing shall be held within 60 days of notice of the appeal unless otherwise required by the independent hearing officer or as agreed to by the parties.
 - This gives more flexibility to when the hearing must be held.
- An independent hearing officer can be an Administrative Law Judge or can be retained by the City via direct solicitation.
 - This will allow the City to hire a third-party such as an attorney to hear the appeal. The City of Bloomington utilizes this option to cut down on appeal costs. It has been very effective.
- If the property owner loses the appeal, they must pay the following costs, which shall be set forth in the fee schedule:
 - Residential Property Appeal: If the appeal involves a residential property and the property is not a rental property, the owner will pay \$1,000 towards the costs of the hearing.
 - Residential Rental Property Appeal: If the appeal involves a residential rental property, the owner will pay up to \$2,000 to cover the City's actual administrative and legal costs associated with the appeal, as well as all the costs charged by the Independent Hearing Officer.
 - Non-Residential Property Appeal: If the appeal involves a non-residential property, the owner will pay up to \$7,000 to cover the City's actual administrative and legal costs associated with the appeal as well as all the costs charged by the Independent Hearing Officer.
- In the event the property owner fails to cover the costs associated with losing the appeal, they can be assessed against the property just like administrative citation fees.

Council Action:

Introduce for a first reading an Ordinance Amending South St. Paul City Code Chapter 38 Regarding Administrative Citations.

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Proposed Ordinance

**City of South St. Paul
Dakota County, Minnesota**

Ordinance No. 14XX

**AN ORDINANCE AMENDING SOUTH ST. PAUL CITY CODE CHAPTER 38
REGARDING ADMINISTRATIVE CITATIONS**

The City Council of the City of South St. Paul does ordain:

SECTION 1. AMENDMENT. South St. Paul City Code Section 38-106 is hereby amended as follows:

Sec. 38-106. – Administrative citation.

(a) Upon an owner's failure to correct the violation specified in the compliance letter within the time frame established in the compliance letter or any extension thereof granted by the city, an administrative citation may be issued to the owner. The administrative citation shall be served on the owner by regular mail or by personal service and shall contain the following information:

- (1) A description or address of the property on which the City Code violation has occurred;
- (2) A copy of the relevant portion of the City Code that the owner is alleged to have violated;
- (3) The amount of the administrative civil penalty for the specific city code violation, which shall be due and payable to the city within 30 days of the date the citation is mailed or personally served;
- (4) A statement that the violation must be corrected or a subsequent administrative or a criminal citation may be issued;
- (5) A statement that the City Code violation and the amount of the administrative civil penalty may be contested to be heard before an independent hearing officer by notifying the city clerk in writing within ten days after the citation was mailed or personally served;
- (6) A statement that if the owner contests the validity of the violation and the owner is found by the hearing officer to be in violation, ~~that the owner~~ will agree to pay \$500.00 toward the cost a portion of the costs of associated with the hearing based on the property type as specified in the City's Fee Schedule.

(7) A statement that failure to pay the administrative civil penalty or any costs related to an appeal may result in the unpaid amounts being assessed against the property as provided in Minn. Stats. Ch. 429.

(b) *Payment of penalty and correction of violation.* If the owner pays the administrative civil penalty and corrects the City Code violation, no further action will be taken against the owner or owner's real property for that same violation.

(c) *Payment of penalty without correction of violation.* If the owner pays the administrative civil penalty but fails to correct the City Code violation, the city may issue a subsequent administrative citation, initiate criminal proceedings or initiate any other proceedings or remedies available in order to enforce correction of the City Code violation.

(d) *No Payment and no correction of violation.* If the owner fails to pay the administrative civil penalty and fails to correct the City Code violation, the city may do any of the following, or any combination thereof:

(1) Assess the administrative civil penalty against the property pursuant to Minn. Stats. Ch. 429;

(2) Issue a subsequent administrative citation, thereby commencing a new administrative penalties process;

(3) Initiate criminal proceedings;

(4) Initiate other enforcement action authorized by law.

SECTION 2. AMENDMENT. South St. Paul City Code Section 38-107 is hereby amended as follows:

Sec. 38-107. – Contesting the administrative citation.

An owner receiving an administrative citation may contest the alleged city code violation and the amount of the administrative civil penalty. In order to contest any part of the administrative citation, the owner must notify the city clerk in writing within ten days after the citation is mailed or personally served stating that the owner contests the alleged violation, the amount of the penalty or both and pay a filing fee pursuant to the Fee Schedule, which shall be refunded in the event the citation is overturned by the independent hearing officer or a default by the City pursuant to City Code Section 38-108(g).

SECTION 3. AMENDMENT. South St. Paul City Code Section 38-108 is hereby amended as follows:

Sec. 38-108. – Administrative citation hearing.

- (a) *Scheduling the Hearing.* After receipt of the written notice to contest the citation as provided in section 38-107, the city clerk shall schedule a hearing before an independent hearing officer, which will be held within 30-60 days, unless otherwise required by the independent hearing officer or as agreed to in writing by the parties. The city clerk shall notify the owner of the date, time, and location of the hearing.
- (b) *Independent hearing officer.* An independent hearing officer shall be selected by the City. ~~, who They~~ may be an Administrative Law Judge from the Office of Administrative law judges ~~Hearings or they may be retained by the City via direct solicitation, shall preside over the administrative citation hearing.~~
- (c) *Conduct of the administrative citation.* At the hearing, both parties may be represented by counsel, shall have the opportunity to present testimony, shall be able to call and question witnesses and introduce any exhibits; however, strict rules of evidence shall not apply. The hearing officer shall receive and give weight to the evidence, including hearsay evidence. The hearing shall be recorded and a full record of the proceedings shall be maintained by the city according to its data retention schedule.
- (d) *Authority of hearing officer.* The independent hearing officer has the authority to do any of the following, or a combination thereof:
 - (1) Make a finding that a violation has occurred;
 - (2) Reduce, stay, or waive a scheduled administrative civil penalty either unconditionally or upon compliance with reasonable conditions;
 - (3) Require compliance with the City Code within a specified timeframe;
 - (4) Make a decision that no violation has occurred and dismiss the administrative citation.
- (e) *Decision and order.* The hearing officer may announce a decision at the conclusion of the hearing or may take the matter under advisement. The hearing officer shall issue a decision in the form of an order and shall serve a written copy of the order upon the parties no later than 10ten days after the hearing. Any administrative civil penalty that the independent hearing officer imposes must be paid to the city within the timeframe established in the order. If no date is specified, it must be paid within 30 days of the hearing officer's order. If the administrative civil penalty or costs owed related to the hearing pursuant to City Code Section 38-108(f) is are not paid, the city may assess the civil penalty unpaid amounts against the owner's property pursuant to Minn. Stats. Ceh. 429. If the hearing officer determines that no violation occurred, then the city may not proceed with criminal prosecution for the same act or conduct.
- (f) *Owner found in violation.* If the violation is upheld, then in addition to the administrative citation amount, the owner must pay a portion of the costs associated with the hearing pursuant to the City's Fee Schedule. ~~a fee up \$500.00 toward the cost of the hearing.~~

(g) *Failure to appear.* Failure to appear at the hearing shall result in a default judgment against the party who fails to appear. If the owner fails to appear, the administrative citation shall be sustained. If the city fails to appear, the administrative citation shall be dismissed and the filing fee shall be refunded.

SECTION 4. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Deanna Werner, City Clerk