



CITY OF SOUTH ST. PAUL MEETING AGENDA

CITY COUNCIL

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

Tuesday, January 21, 2025
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

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 January 6, 2025

B. Accounts Payable

C. Purchase of Three (3) Police Vehicles

D. Contract with Safe Step, LLC for Sidewalk Repairs

E. Approval of Grant Agreement for the 2025 Private Property Inflow and Infiltration Grant Program

F. Accept the 2024 3rd Quarter Financial Report

G. Approve Bid from WWGoetsch Associates Inc for the Replacement of the Lift Pump Impellor/Volute and Wear Plate. Also Upgrade with 15HP Hydromatic 4HC Pump

Motor at North End Lift Station.

- H. Approve Application for 2025 Dakota County Community Development Block Grant Funding
- I. Designation of the Official City Newspaper
- J. Submission of 2025 Pay Equity Report
- K. Approve Ammendment of Lease for 265 Echo Lane at the South St. Paul Airport
- L. Approve Right of First Refusal at the Fleming Field Airport
- M. Work Session Minutes of January 13, 2025
- N. Approve Lease at the South St. Paul Airport

9. PUBLIC HEARINGS:

- A. Public Improvement Hearing - 4th Street S Rehabilitation Project

10. GENERAL BUSINESS:

- A. Second Reading: Ordinance Amending City Code Chapter 38 Regarding Administrative Citation Appeals
- B. First Reading - Ordinance to Make Minor Adjustments to the Zoning Code

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

13. ADJOURNMENT:



CITY COUNCIL AGENDA REPORT

DATE: January 21, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

City Council Meeting Minutes of January 6, 2025

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as submitted by consent.

OVERVIEW

Approval of Meeting Minutes for the Regular Meeting held on Monday, January 6, 2025.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 01-06-2025 Council Minutes



SOUTH ST. PAUL CITY COUNCIL MINUTES OF JANUARY 6, 2025

1. CALL TO ORDER

Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on Monday, January 6, 2025.

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

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. OATH OF OFFICE

- A. Mayor James P Francis by Juliette Francis
- B. Council Member Pam Bakken by Juliette Francis
- C. Council Member Lori Hansen by Sharon Freiling
- D. Council Member Todd Podgorski by Deanna Werner

6. PRESENTATIONS

- A. 4th Annual South St. Paul Commemoration of Martin Luther King Jr.

7. AGENDA

Moved by: Tom Seaberg / Matt Thompson
Moved: To approve agenda as presented
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.

Resolved, the City Council of South St. Paul does hereby approve the following:

- A. City Council Meeting Minutes of 12-16-2024 Regular Meeting and 12-23-2024 Special Meeting.
- B. Accounts Payable
- C. Business Licenses
- D. Designating Depositories and Electronic Funds Transfer Authority for 2025
- E. Setting Meal and Mileage Reimbursement Rates for 2025
- F. Approve Agreement for Electrical Inspections
- G. Resolution 2025-004, Lawful Gambling Exempt Permit for Holy Trinity Catholic Church
- H. Resolution 2025-005, Lawful Gambling Exempt Permit for St. John Vianney Church.
- I. Resolution 2025-006, Lawful Gambling Exempt Permit for Kaposia Days Committee.

Moved by: Joe Kaliszewski / Lori Hansen

Moved: To Approve consent agenda as presented.

Vote: 7 ayes / 0 nays, motion Passed

9. GENERAL BUSINESS

- A. Appointment of Acting Mayor

Moved by: Lori Hansen / Todd Podgorski

Moved: To appoint Tom Seaberg as acting mayor in the absence of Mayor Francis.

Vote: 7 ayes / 0 nays, motion Passed

10. MAYOR AND COUNCIL COMMUNICATIONS

11. ADJOURNMENT

The meeting was adjourned at 7:27 PM.

/s/: Deanna Werner
City Clerk



CITY COUNCIL AGENDA REPORT

DATE: January 21, 2025
DEPARTMENT: Finance
PREPARED BY: Jeff Hines
AGENDA ITEM NUMBER: 8.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Accounts Payable

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to Adopt Resolution 2024-015 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. 01-21-25 Accounts Payable

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-015

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:

152780-152900	\$ 1,841,219.04
2025001-2025018	328,039.26
801142-801147	<u>3,665.25</u>

Total	\$ 2,172,923.55
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Adopted this 21st day of January, 2025.

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
152780	1/10/2025		13118 LAW ENFORCEMENT LABOR SERVICES							
		2,117.00			119415	01072516003517	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		2,117.00								
152781	1/10/2025		1842 LOCAL 120							
		2,698.00			119419	0107251600354	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		2,698.00								
152782	1/13/2025		5257 AL SERVICES LLC							
		785.00	WIRE ICE RINK WARMING HOUSE		119319	0628-428	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		1,015.00	REPAIR 500 BL 7TH A S LGTS		119320	0628-427	50615.6371		REPAIRS & MAINT CONTRACTUAL	STREET LIGHT UTILITY
		2,180.00	TEMP RPR WAKOTA BRG LGTS		119321	0628-429	50615.6371		REPAIRS & MAINT CONTRACTUAL	STREET LIGHT UTILITY
		3,980.00								
152783	1/13/2025		9248 AMERICAN ENVIRONMENTAL LLC							
		6,090.00	SEWER CLN/NSP-MARIE AVE		119322	3946	40440.6371	202405	REPAIRS & MAINT CONTRACTUAL	2024 LOCAL IMPROVEMENTS
		6,090.00								
152784	1/13/2025		1053 APWA							
		1,033.00	ANNUAL MEMBERSHIP		119323	000860427	10320.6471		DUES & SUBSCRIPTIONS	PUBLIC WORKS
		1,033.00								
152785	1/13/2025		8391 BLAIR, MELISSA							
		263.31	MILEAGE JUL-DEC24		119324	1/2/25	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		263.31								
152786	1/13/2025		12769 BONFE'S PLUMBING, HEATING & AIR SERVICE							
		44.00	RFD MECH PERMIT-126 11TH A S		119407	SS044451	10420.4267		GAS AND WATER HEATING	CODE ENFORCEMENT
		1.00	STATE SURCHARGE		119407	SS044451	10101.2083		SURCHARGES	GENERAL FUND
		5.00-	ADMIN SVC FEE		119407	SS044451	10420.4493		OTHER CHARGE FOR SERVICE - COM	CODE ENFORCEMENT
		40.00								
152787	1/13/2025		4615 BROADCAST MUSIC INC							
		446.00	BMI MUSIC LISCENSE		119444	11676728	10530.6471		DUES & SUBSCRIPTIONS	COMMUNITY AFFAIRS
		446.00								
152788	1/13/2025		1181 CHEMSEARCHFE							
		1,218.00	WATER TRTMNT MO CONTRACT		119327	8973775	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		1,218.00								
152789	1/13/2025		1184 CINTAS CORPORATION #754							

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
152789	1/13/2025		1184 CINTAS CORPORATION #754						Continued...	
		90.55	UNIFORMS/SHOP TOWEL		119328	4215645174	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		90.55	UNIFORMS & SHOP TOWELS		119329	4216353816	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		181.10								
152790	1/13/2025		1192 CITY OF ST. PAUL							
		393.80	ASPHALT FOR WATER		119330	IN61239	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		393.80								
152791	1/13/2025		10850 CONTROLOGIX SERVICES, LLC							
		1,565.00	TECHNICAL SVC AGREEMENT		119325	24-152	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		1,565.00								
152792	1/13/2025		2009 CORE & MAIN, LP							
		1,282.11	COUPLING/BALL VALVES		119331	W173934	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		1,282.11								
152793	1/13/2025		1223 CRYSTEEL TRUCK EQUIPMENT							
		403.60	EYE BOLT KITS/SP-TRIP/RETURN		119326	FP197870	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		403.60								
152794	1/13/2025		14756 DAKOTA COUNTY C/O FINANCE							
		12,625.00	2024 ELECTION COSTS		119332	5502752	10140.6371		REPAIRS & MAINT CONTRACTUAL	CITY CLERK
		12,625.00								
152795	1/13/2025		1245 DAKOTA COUNTY COURT							
		125.00	NM EVICT FEE-P. ALDRIDGE		119430	ALDRIDGE	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		125.00								
152796	1/13/2025		1245 DAKOTA COUNTY COURT							
		125.00	NM EVICT FEE-S. DOREE		119431	DOREE	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		125.00								
152797	1/13/2025		1245 DAKOTA COUNTY COURT							
		125.00	EVICT COURT FEE NM		119432	LOSOYA	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		125.00								
152798	1/13/2025		1245 DAKOTA COUNTY COURT							
		125.00	JC EVICT FEE-S. GRANT		119433	GRANT	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		125.00								

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
152799	1/13/2025		1245 DAKOTA COUNTY COURT						Continued...	
		125.00	JC EVICT FEE-L. FROELICH		119434	FROELICH	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		125.00								
152800	1/13/2025		1303 DOODY CLEANING SERVICES							
		370.00	DEC24 CLEANING		119333	910	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		370.00								
152801	1/13/2025		14488 ESA MANAGEMENT L.L.C.							
		120.28	PLMB PRJ RELOC 12/22-12/23/24		119334	1555002087	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		120.28								
152802	1/13/2025		1380 FACTORY MOTOR PARTS							
		684.50	HYDRAULIC HOSES		119336	1-10340057	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		34.92	WASHER FLUID		119337	19-945678	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		118.72	FITTINGS/WSHR FLUID		119338	1-10313768	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		15.00	RETD BATTERY CORE		119339	1-Z35989	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		631.00	BATTERIES		119340	165-041847	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,454.14								
152803	1/13/2025		14461 FAUL PSYCHOLOGICAL PLLC							
		665.00	POWELL PRE-EMPL EXAM		119335	2247	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		665.00								
152804	1/13/2025		1485 GLOBE PRINTING & OFFICE SUPPLIES INC							
		102.00	BUSINESS CARDS		119342	82369D	20243.6201		OFFICE SUPPLIES	DOUG WOOG ARENA
		102.00								
152805	1/13/2025		1497 GOPHER STATE ONE-CALL							
		23.63	LOCATES		119343	4120757	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		23.62	LOCATES		119343	4120757	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		47.25								
152806	1/13/2025		11834 GUARDIAN SUPPLY LLC							
		29.99	RESERVE GEAR-RICH		119345	20074	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		449.94	POWELL-START UP GEAR		119449	20100	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		479.93								
152807	1/13/2025		5927 GUILLIAMS, NICHOLAS							
		94.47	MILEAGE REIMBURSE		119398	01/02/2025	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		94.47								

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
152807	1/13/2025		5927 GUILLIAMS, NICHOLAS						Continued...	
152808	1/13/2025		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		327.73	NM LED 34W FIXTURE/AERATOR		119346	9232819808	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		327.73								
152809	1/13/2025		3686 IMPACT PROVEN SOLUTIONS							
		2,452.23	MAILING PROCESS DEC24		119347	215034	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		2,452.23								
152810	1/13/2025		14612 IMPERIALDADE							
		100.00	SCRUBBER PADS&PUCKS		119348	4316544	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		100.00								
152811	1/13/2025		14551 INNOVATIVE BASEMENT AUTHORITY							
		180.00	RFD PERMIT-238 MACARTHUR		119349	SS044303	10420.4266		ELECTRICAL	CODE ENFORCEMENT
		1.00	STATE SURCHARGE		119349	SS044303	10101.2083		SURCHARGES	GENERAL FUND
		5.00-	ADMIN SVC FEE		119349	SS044303	10420.4493		OTHER CHARGE FOR SERVICE - COM	CODE ENFORCEMENT
		176.00								
152812	1/13/2025		6840 INSIGHT PUBLIC SECTOR SLED							
		76,349.08	MICROSOFT LICENSES		119425	0227973392	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		76,349.08								
152813	1/13/2025		1652 INSPECTRON, INC.							
		5,000.00	INSPECT SVCS DEC24		119445	1436	10410.6302		PROFESSIONAL SERVICES	DEVELOPMENT SERVICES
		5,000.00								
152814	1/13/2025		1667 INVER GROVE FORD							
		387.83	MODULE/CVR&CONTACT#322		119350	5352268	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		387.83								
152815	1/13/2025		1740 KIMLEY-HORN AND ASSOCIATES, INC.							
		19,951.28	VERDEROSA EXTENSION		119351	30385833	40440.6302	202402	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		19,951.28								
152816	1/13/2025		14172 KRUEGER REAL ESTATE ADVISORS							
		6,000.00	DECEMBER EDA		119352	DECEMBER 2024	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		6,000.00								
152817	1/13/2025		7503 KWIK TRIP, INC.							

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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
152817	1/13/2025		7503 KWIK TRIP, INC.						Continued...	
		842.17	FUEL-AIRPORT		119399	01022025	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		6,073.23	FUEL-PUBLIC WORKS		119399	01022025	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		6,989.03	FUEL-POLICE		119399	01022025	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		268.97	FUEL-ENG/CODE/PARK&REC		119399	01022025	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		<u>14,173.40</u>								
152818	1/13/2025		1812 LEAGUE OF MINNESOTA CITIES							
		30.00	MN MAYORS DUES 2025		119426	1/1/25	10110.6471		DUES & SUBSCRIPTIONS	MAYOR AND COUNCIL
		20,611.00	2025 DUES		119435	419374	10110.6471		DUES & SUBSCRIPTIONS	MAYOR AND COUNCIL
		<u>20,641.00</u>								
152819	1/13/2025		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		435.38	JASON CHRISTIANSEN		119427	23755	10210.6151		WORKERS COMP DEDUCTIBLE	POLICE PROTECTION
		68.77	MICHAEL WEATHERS		119428	23766	60703.6151		WORKERS COMP DEDUCTIBLE	CENTRAL GARAGE FUND
		768.75	MATTHEW CASE		119429	23838	10210.6151		WORKERS COMP DEDUCTIBLE	POLICE PROTECTION
		<u>1,272.90</u>								
152820	1/13/2025		6281 LIGHTNING DISPOSAL, INC.							
		517.94	TRASH SVC-PUBLIC WORKS		119353	0000703824	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		<u>517.94</u>								
152821	1/13/2025		5507 MARSH & MCLENNAN AGENCY LLC							
		1,561.00	2025 INSURANCE AGENT FEE		119354	2935958	10110.6361		INSURANCE	MAYOR AND COUNCIL
		2,623.00	2025 INSURANCE AGENT FEE		119354	2935958	10210.6361		INSURANCE	POLICE PROTECTION
		768.00	2025 INSURANCE AGENT FEE		119354	2935958	10320.6361		INSURANCE	PUBLIC WORKS
		658.00	2025 INSURANCE AGENT FEE		119354	2935958	10330.6361		INSURANCE	BUILDINGS
		654.00	2025 INSURANCE AGENT FEE		119354	2935958	10340.6361		INSURANCE	PARKS FACILITIES AND MTNCE
		876.00	2025 INSURANCE AGENT FEE		119354	2935958	20243.6361		INSURANCE	DOUG WOOG ARENA
		1,173.00	2025 INSURANCE AGENT FEE		119354	2935958	20245.6361		INSURANCE	AIRPORT
		62.00	2025 INSURANCE AGENT FEE		119354	2935958	20260.6361		INSURANCE	HOUSING GENERAL
		35.00	2025 INSURANCE AGENT FEE		119354	2935958	20280.6361		INSURANCE	ECON DEV GENERAL
		609.00	2025 INSURANCE AGENT FEE		119354	2935958	50605.6361		INSURANCE	WATER UTILITY
		631.00	2025 INSURANCE AGENT FEE		119354	2935958	50606.6361		INSURANCE	SEWER UTILITY
		9.00	2025 INSURANCE AGENT FEE		119354	2935958	50610.6361		INSURANCE	STORM WATER UTILITY
		1,789.00	2025 INSURANCE AGENT FEE		119354	2935958	60703.6361		INSURANCE	CENTRAL GARAGE FUND
		<u>11,448.00</u>								
152822	1/13/2025		1900 MCMULLEN INSPECTING, INC.							
		5,777.60	ELEC INSPECTIONS DEC24		119359	12/31/24	10410.6302		PROFESSIONAL SERVICES	DEVELOPMENT SERVICES
		<u>5,777.60</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
152822	1/13/2025		1900 MCMULLEN INSPECTING, INC.						Continued...	
152823	1/13/2025		1911 MENARDS, INC-WEST ST PAUL							
		33.74	CAULKS		119355	4577	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		345.38	PAINT SUPPLIES		119356	4191	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		12.88	REMOTE CONTROL/LGTS		119357	4207	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		28.58	PLUMBING SUPPLIES		119358	4312	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		420.58								
152824	1/13/2025		1923 METRO SALES INC.							
		10.00	BASE CHARGE		119436	INV2679563	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		10.00								
152825	1/13/2025		6712 MIDWEST LIGHTING PRODUCTS							
		521.65	JC LIGHT BULBS		119360	00073676	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		521.65								
152826	1/13/2025		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		263.41	SURCHARGE DEC24		119437	DECEMBER0371552 024	10101.2083		SURCHARGES	GENERAL FUND
		263.41								
152827	1/13/2025		14568 MOUA, SOPHIE							
		60.50	JC MILEAGE DEC2024		119361	HOTELMILES06	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		60.50								
152828	1/13/2025		9298 NAPA NEWPORT							
		53.53-	RETD FUEL FILTERS		119362	135063	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		14.54	LAMP BULBS #302		119363	135568	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		34.47	AC ODOR OUT		119364	135241	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		10.66	OIL FILTERS		119365	135282	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		340.73	WIPER BLADES/OIL FILTERS		119366	135498	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		346.87								
152829	1/13/2025		14383 NFI, INC.							
		36.97	JC GOO GONE/KILZ		119446	551078/D	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		36.97								
152830	1/13/2025		2176 OXYGEN SERVICES COMPANY							
		129.24	CO2 CYLINDER		119368	0008792560	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		129.24								

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152830	1/13/2025		2176 OXYGEN SERVICES COMPANY						Continued...	
152831	1/13/2025		2217 PETTY CASH-CITY HALL							
		20.00	SCHMITT-MBPTA FALL EDU		119400	10/21/2024	10420.6331		CONFERENCES, TRAINING, TRAVEL	CODE ENFORCEMENT
		4.00	NELSON-PARKING		119401	10/31/2024	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		20.48	HEIMKES-NDCBO DEC MTG		119402	12/04/2024	10420.6331		CONFERENCES, TRAINING, TRAVEL	CODE ENFORCEMENT
		9.31	FRIES-PARTS FOR TANK		119403	12/16/2024	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		19.00	STEENBERG-CLASS A&D		119404	12/27/2024	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		72.79								
152832	1/13/2025		2286 QUILL LLC							
		29.17	BINDERS		119369	42071210	10320.6201		OFFICE SUPPLIES	PUBLIC WORKS
		29.17								
152833	1/13/2025		14315 RENTGROW, INC.							
		48.00	JC BACKGROUND CK-DEC24		119373	1765035	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		48.00								
152834	1/13/2025		1636 RICOH USA, INC.							
		433.28	COPIER USAGE DEC 2024		119374	5070735840	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		471.05	COPIER USAGE DEC 2024		119374	5070735840	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		375.43	COPIER USAGE DEC 2024		119374	5070735840	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		148.90	COPIER USAGE DEC 2024		119374	5070735840	10320.6378		COPIER MAINTENANCE AGREEMENT	PUBLIC WORKS
		175.65	COPIER USAGE DEC 2024		119374	5070735840	10210.6378		COPIER MAINTENANCE AGREEMENT	POLICE PROTECTION
		159.36	COPIER USAGE DEC 2024		119374	5070735840	20243.6378		COPIER MAINTENANCE AGREEMENT	DOUG WOOG ARENA
		29.04	COPIER USAGE DEC 2024		119374	5070735840	20245.6378		COPIER MAINTENANCE AGREEMENT	AIRPORT
		1,792.71								
152835	1/13/2025		7376 RIVERTOWN ELECTRIC, INC.							
		347.75	NM LAUNDRY RM SVC 12/20/24		119375	11758	50677.6371.070		MTNCE-ELECTRICAL	NAN MCKAY APT BLDG
		347.75								
152836	1/13/2025		14774 ROVER, RON							
		132.35	FINALLED 1307 KASSAN DR		119376	MOVEOUT	50605.2010		REFUNDS	WATER UTILITY
		132.35								
152837	1/13/2025		5537 SAFE-FAST INC							
		444.35	JACKETS/VESTS		119377	INV301784	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		85.16	GLOVES		119378	INV301785	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		85.15	GLOVES		119378	INV301785	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		152.55	GLOVES		119379	INV301786	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE

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152837	1/13/2025		5537 SAFE-FAST INC						Continued...	
		767.21								
152838	1/13/2025		11845 SATIN TOUCH, INC.							
		560.00	NM #716 PAINT UNIT		119380	1058102	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		560.00								
152839	1/13/2025		2403 SCHADEGG MECHANICAL INC							
		5,589.47	RPR LIBRARY BOILER HEAT		119381	73523	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		5,589.47								
152840	1/13/2025		11784 SCHAEFER, JACKIE							
		20.00	CANCEL J. SCHAEFER		119438	1/3/2025	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		20.00	CANCEL L. SCHAEFER		119438	1/3/2025	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		20.00	CANCEL N. SCHAEFER		119438	1/3/2025	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		20.00	CANCEL E. SCHAEFER		119438	1/3/2025	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		80.00								
152841	1/13/2025		13791 SELECT PHYSICAL THERAPY HOLDINGS, INC.							
		310.00	QUILIN PRE-EMPL TESTING		119383	848214846	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		310.00								
152842	1/13/2025		6703 SENTRY SYSTEMS, INC							
		30.95	NM MONITOR SYST JAN25		119384	798887	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		30.95	JC MONITOR SYST JAN25		119384	798887	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		61.90								
152843	1/13/2025		2632 SHERWIN-WILLIAMS CO., THE							
		57.55	PAINT		119382	9019-6	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		57.55								
152844	1/13/2025		2508 SOUTH ST PAUL ANIMAL HOSPITAL							
		17,820.00	2024 IMPOUND & DISPOSAL		119302	12/31/24	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		1,072.70	2024 K9 DOUG YRLY VISITS		119302	12/31/24	20212.6302	227589	PROFESSIONAL SERVICES	GRANTS/DONATIONS POLICE
		18,892.70								
152845	1/13/2025		2558 STATE INDUSTRIAL PRODUCTS							
		118.67	NM AIR CARE		119385	903620620	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		118.67								
152846	1/13/2025		2601 SYSCO - MINNESOTA INC.							

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152846	1/13/2025		2601 SYSCO - MINNESOTA INC.						Continued...	
		467.16	CONCESSION RESALE		119441	547658224	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		435.65	CONCESSIONS RESALE		119442	547670860	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		371.04	CONCESS RESALE CREDIT		119443	547049130	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		531.77								
152847	1/13/2025		13721 TOTAL REFRIGERATION							
		1,417.08	ICE MACHINE REPAIRS		119386	39244568	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		1,417.08								
152848	1/13/2025		4658 TOTAL TOOL SUPPLY, INC.							
		233.16	GREASE GUN		119391	01663065	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		233.16								
152849	1/13/2025		2883 TOWMASTER							
		1,756.98	FALLS SPINNER/LH & RDS MTG		119387	474237	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		74.68	CAP & GASKET PREWET#335		119388	474152	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		74.68	CAP & GASKET PREWET#335		119389	474160	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		343.16	MUD FLAP/VLV SOLENOID#334		119390	474137	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		2,249.50								
152850	1/13/2025		14613 TWIN CITIES DOTS & POP, LLC							
		423.36	CONCESSIONS DIP N DOTS		119440	1241231210	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		423.36								
152851	1/13/2025		2709 UNIQUE PAVING MATERIALS CORP.							
		984.38	COLD MIX FOR PATCHING		119393	84064	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		984.38								
152852	1/13/2025		2744 VAN PAPER COMPANY							
		455.03	PPR TWL/TP/FOAM SOAP/LINERS		119392	093710	10330.6210		OPERATING SUPPLIES	BUILDINGS
		455.03								
152853	1/13/2025		1428 VARITECH INDUSTRIES- FORCE AMERICA							
		143.94	USB KEY		119341	IN001-2028726	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		143.94								
152854	1/13/2025		2751 VERIZON WIRELESS							
		100.03	PW IPAD		119394	6101810369	10320.6390		POSTAGE AND TELEPHONE	PUBLIC WORKS
		60.01	PW PARKS IPAD		119394	6101810369	10340.6390		POSTAGE AND TELEPHONE	PARKS FACILITIES AND MTNCE
		243.32	ENG		119394	6101810369	10315.6390		POSTAGE AND TELEPHONE	ENGINEERING

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152854	1/13/2025		2751 VERIZON WIRELESS						Continued...	
		95.10	INSP & HOTSPOT		119394	6101810369	10410.6390		POSTAGE AND TELEPHONE	DEVELOPMENT SERVICES
		40.01	CODE ENF		119394	6101810369	10420.6390		POSTAGE AND TELEPHONE	CODE ENFORCEMENT
		40.01	P&R SPLASH POOL		119394	6101810369	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		40.01	P&R NV POOL		119394	6101810369	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		40.01	POLICE 4G MOBILE 4703		119394	6101810369	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		124.92	HOUSING		119394	6101810369	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		240.06	PW-H20		119394	6101810369	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		40.01	PW-SAN SEW NE LIFT 2971		119394	6101810369	50606.6390		POSTAGE AND TELEPHONE	SEWER UTILITY
		120.03	PW STORM LIFT 7714/7983/2875		119394	6101810369	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		1,183.52								
152855	1/13/2025		2785 WM CORPORATE SERVICES, INC.							
		1,259.51	JC DUMPSTER 12/1-12/15		119395	9192976-2282-2	50678.6371.010	229901	MTNCE-GARBAGE/TRASH/RECYCLING JOHN CARROLL APT BLDG	
		1,259.51								
152856	1/13/2025		2849 XCEL ENERGY							
		221.37	WOOG OFFICE		119303	51-0013450928-0 12/27/24	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		112.67	LGTS@1203 7TH A S		119304	51-0014976969-4 12/26/24	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		34.40	ELEC CHGS-228 HARDMAN		119305	51-0346935-2 12/27/24	50606.6385		UTILITY SERVICE	SEWER UTILITY
		5.48	LGTS@WAKOTA/545 HARDMAN		119306	51-7976470-2 12/27/24	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		491.23	SPLASH POOL		119307	51-5316080-0 12/31/24	10527.6385		UTILITY SERVICE	SPLASH POOL
		72.18	NORTHVIEW		119307	51-5316080-0 12/31/24	10528.6385		UTILITY SERVICE	NORTHVIEW POOL
		1,690.98	PARKS		119307	51-5316080-0 12/31/24	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		247.49	ST LGT UTILTIY FUND		119307	51-5316080-0 12/31/24	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		2,056.18	AIRPORT		119308	51-6236355-3 12/30/24	20245.6385		UTILITY SERVICE	AIRPORT
		2,168.22	LIBRARY		119309	51-4172907-3 12/30/24	10330.6385		UTILITY SERVICE	BUILDINGS
		85.37	LGT@WENTWORTH@RDBT		119311	51-9401746-0 12/30/24	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		41.26	LGT/555 HARDMAN/251 BRDGPT		119312	51-9441931-9 12/27/24	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY

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152856	1/13/2025		2849 XCEL ENERGY						Continued...	
		4,671.49	PUBLIC WORKS		119313	51-4242183-6 12/27/24	10320.6385		UTILITY SERVICE	PUBLIC WORKS
		347.00	STORM UTILITY FUND		119313	51-4242183-6 12/27/24	50606.6385		UTILITY SERVICE	SEWER UTILITY
		181.17	SEWER		119313	51-4242183-6 12/27/24	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		195.23	ST LGT UTILITY FUND		119313	51-4242183-6 12/27/24	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		36.28	GAS CHGS-681 VERDEROSA		119314	51-0010407065-2 12/27/24	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		15.61	LGTS@BROMLEY ICE RINK		119315	516322985-8 12/27/24	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		173.15	ELEC CHGS-681 VERDEROSA		119316	51-0010194337-8 12/27/24	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		326.94	PED WALKWAY LIGHTS		119317	51-4332057-4 12/27/24	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		87.01	LGT @1129 19TH A N		119318	51-9235217-7 12/27/24	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		10,843.93	STREET LIGHTS		119405	51-6871028-3 1/3/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		14,213.56	WATER		119406	51-5844319-7 1/2/25	50605.6385		UTILITY SERVICE	WATER UTILITY
		<u>38,318.20</u>								
152857	1/13/2025		7333 YALE MECHANICAL, LLC							
		1,947.00	HVAC MAINT & CLEANING		119397	262028	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		<u>1,947.00</u>								
152858	1/21/2025		6645 ALL INC							
		2,987.16	JC (2) REFRIGERATORS		119453	S1598716.001	50678.6580	229900	OTHER EQUIPMENT	JOHN CARROLL APT BLDG
		4,053.96	JC(4) REFIRG & (6) RANGE		119454	S1599546.001	50678.6580	229900	OTHER EQUIPMENT	JOHN CARROLL APT BLDG
		<u>7,041.12</u>								
152859	1/21/2025		9021 ATLAS STAFFING, INC.							
		637.56	NM TEMP-MOUA 1/4/25		119458	1307998	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		618.24	NM TEMP-MOUA 12/27/24		119458	1307998	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		637.56	JC TEMP-MOUA 1/4/25		119458	1307998	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		618.24	JC TEMP-MOUA 12/27/24		119458	1307998	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>2,511.60</u>								

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152860	1/21/2025		4231 AXON ENTERPRISE, INC.						Continued...	
		3,389.73	(13)FLEET-3-CAMERAS/ALPR		119499	INUS307001	40402.6375		OTHER CONTRACTED SERVICES	CAPITAL PROGRAMS FUND
		3,389.73								
152861	1/21/2025		14193 CADY BUILDING MAINTENANCE INC							
		5,110.00	CLEAN SVC CH JAN24		119500	4991572	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		550.00	CLEAN SVC PW JAN24		119500	4991572	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		5,660.00								
152862	1/21/2025		2287 CENTURYLINK							
		102.40	WIRELEASE		119501	333952345	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
						1/1/25				
		80.52	WIRELEASE		119502	333785049	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
						1/1/25				
		102.40	WIRELEASE		119503	333606706	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
						1/1/25				
		285.32								
152863	1/21/2025		2884 COMCAST							
		109.85	FOR WATER COMPUTER		119524	877210595017166	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
						6 1/2/25				
		109.85								
152864	1/21/2025		1265 DANNER INC.							
		679,133.49	CONCORD EXCH IMPR PRJ		119459	PMT 7	40440.6530	202401	IMPR OTHER THAN BUILDING	2024 LOCAL IMPROVEMENTS
		679,133.49								
152865	1/21/2025		6669 FINN DANIELS ARCHITECTS							
		7,686.88	JC PLMB PRJ CONST PH		119495	22020-19	50678.6560	229901	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		7,686.88								
152866	1/21/2025		5857 GREATAMERICA FINANCIAL SERVICES							
		187.85	POSTAGE MACH RENT DEC/JAN		119456	38199810	10150.6371		REPAIRS & MAINT CONTRACTUAL	FINANCE
		187.85								
152867	1/21/2025		1560 HEALTHPARTNERS							
		1,231.72	DENTAL PREMIUM FEB25		119505	767350558588	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		11.17-	RETRO ADJ JAN24		119505	767350558588	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		1,220.55								
152868	1/21/2025		1562 HEALTHPARTNERS OCCUPATIONAL MEDICINE							

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152868	1/21/2025		1562 HEALTHPARTNERS OCCUPATIONAL MEDICINE						Continued...	
		554.00	EE PHYSICAL/RANDOM SCRNM		119519	17571	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		554.00								
152869	1/21/2025		13789 HENRICKSEN PSG							
		180.00	OFFICE CHAIR REPAIR		119457	774905	10210.6240		MINOR EQUIPMENT AND FURNITURE	POLICE PROTECTION
		180.00								
152870	1/21/2025		1667 INVER GROVE FORD							
		173.88	IGNITION COIL ASY#322		119460	5352122	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		173.88								
152871	1/21/2025		14777 JAY LOVGREN CARE OF RICKI LOVGREN							
		222.75	JC#1111 MOVE OUT REFUND		119462	113024	50678.1101		ACCOUNTS RECEIVABLE	JOHN CARROLL APT BLDG
		222.75								
152872	1/21/2025		6680 LANDRUM DOBBINS LLC							
		2,850.00	REVIEW UD & FILE FEES		119461	6654	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		2,850.00								
152873	1/21/2025		1864 MACQUEEN EQUIPMENT, LLC							
		113.10	SHEARBOLTS		119463	P61805	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		113.10								
152874	1/21/2025		14259 MUNICIPAL BUILDERS, INC							
		700,155.70	WELL NO 3 TREATMENT		119496	PMT 15	50605.6520	202311	BUILDINGS AND STRUCTURE	WATER UTILITY
		700,155.70								
152875	1/21/2025		7391 NAN MCKAY AND ASSOCIATES, INC.							
		1,950.00	PUBLIC HOUSING REPORT		119464	PCSOP02539	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		1,950.00								
152876	1/21/2025		14693 NEW HISTORY, INC.							
		16,325.00	LIB REUSE STUDY STEP 2		119465	4207	20214.6302	227688	PROFESSIONAL SERVICES	GRANTS/DONATIONS COMM DVLPM
		16,325.00								
152877	1/21/2025		14367 NORTH RIDGE OUTDOOR SERVICES							
		705.00	SHOVEL SIDEWALKS		119467	23764	20280.6375		OTHER CONTRACTED SERVICES	ECON DEV GENERAL
		705.00								
152878	1/21/2025		3467 NORTHERN STAR COUNCIL							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
152878	1/21/2025		3467 NORTHERN STAR COUNCIL						Continued...	
		1,130.00	POST 3727 REGISTRATION FEE		119506	01/07/2025	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		1,130.00								
152879	1/21/2025		5350 NORTHWESTERN UNIVERSITY- CENTER FOR PUBL							
		4,750.00	CASE-SCH-POLICE STAFF/COMM		119507	27648	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		4,750.00								
152880	1/21/2025		10685 NYSTROM PUBLISHING CO.							
		6,346.75	CITY NEWSLETTER Q1		119508	48521	10120.6344		NEWSLETTER/BROCHURE	CITY ADMINISTRATION
		1,914.15	POSTAGE		119508	48521	10120.6344		NEWSLETTER/BROCHURE	CITY ADMINISTRATION
		8,260.90								
152881	1/21/2025		2286 QUILL LLC							
		15.79	OFFICE SUPPLY		119509	42115752	10420.6201		OFFICE SUPPLIES	CODE ENFORCEMENT
		15.79								
152882	1/21/2025		14315 RENTGROW, INC.							
		48.00	NM BCKGRND CHK DEC24		119468	1765036	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		48.00								
152883	1/21/2025		2365 ROTO-ROOTER SERVICES COMPANY							
		528.00	JC MAIN SVC 12/24/24		119469	48-26505568	50678.6371.080		MTNCE-PLUMBING	JOHN CARROLL APT BLDG
		528.00								
152884	1/21/2025		2464 SHORT ELLIOTT HENDRICKSON INC							
		2,462.75	PRJ SETUP/REVIEW UPGRADE		119470	480621	50678.6302	229056	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		8,130.15	SSPTA WELL 3 CONSTRUCT		119471	480451	50605.6302	202311	PROFESSIONAL SERVICES	WATER UTILITY
		10,592.90								
152885	1/21/2025		2505 SOUTH EAST TOWING INC							
		178.20	TOW FORD F-350 (VIN 8823)		119472	246641	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		178.20								
152886	1/21/2025		5059 SOUTH ST PAUL STEEL SUPPLY CO INC							
		20.00	STEEL		119473	01172884	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		20.00								
152887	1/21/2025		2553 ST. PAUL REGIONAL WATER SERVICES							
		2,345.48	OTHER CITY WATER/SEWER		119522	1102025	50605.6407		OTHER CITY WATER/SEWER	WATER UTILITY
		2,345.48								

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
152887	1/21/2025		2553 ST. PAUL REGIONAL WATER SERVICES						Continued...	
152888	1/21/2025		2558 STATE INDUSTRIAL PRODUCTS							
		40.50	NM FRAGRANCE BURST		119475	903627931	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		40.50								
152889	1/21/2025		2560 STATE OF MINNESOTA							
		189.00	SANIMAX DRAFT/APPEAL		119476	528016	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		189.00								
152890	1/21/2025		5623 SUSA							
		125.00	H STEENBERG MBRSHIP		119510	1/8/25	10320.6471		DUES & SUBSCRIPTIONS	PUBLIC WORKS
		125.00	D MILLER MBRSHIP		119510	1/8/25	50605.6471		DUES & SUBSCRIPTIONS	WATER UTILITY
		125.00	D KIRCHNER MBRSHIP		119510	1/8/25	50605.6471		DUES & SUBSCRIPTIONS	WATER UTILITY
		125.00	B ISAKSON MBRSHIP		119510	1/8/25	50606.6471		DUES & SUBSCRIPTIONS	SEWER UTILITY
		125.00	N ASPER MBRSHIP		119510	1/8/25	50606.6471		DUES & SUBSCRIPTIONS	SEWER UTILITY
		625.00								
152891	1/21/2025		2883 TOWMASTER							
		1,143.00	INSTALL SANDER #323		119477	473325	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		1,143.00								
152892	1/21/2025		2668 TREE TRUST							
		21,450.00	PLANTING (78) SO.OF 1-494		119478	241153	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		5,944.50	WATER TREES PLANTED		119479	241154	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		27,394.50								
152893	1/21/2025		14336 VALLE CARPET CORP							
		3,255.05	NM#716 DEMO/INST PLANK		119497	1033	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		675.00	NM BRIDGE 9 WALL PANELS		119498	1034	50678.6560	229057	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		3,930.05								
152894	1/21/2025		3671 VERIZON WIRELESS							
		140.00	SW 12/5/24 SQD 2157		119480	9022383662	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		140.00								
152895	1/21/2025		5864 VERIZON WIRELESS							
		255.15	CONNCT PH#3/IPADS/SCADA		119481	6102469084	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		255.15								
152896	1/21/2025		2788 WATSON COMPANY							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
152896	1/21/2025		2788 WATSON COMPANY						Continued...	
		1,520.11	CONCESS PROD RESALE		119483	146785	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		479.12	CONCESSIONS RESALE		119512	147018	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		111.23	CONCESSIONS RESALE		119513	147022	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		714.16	CONCESSIONS RESALE		119514	146966	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		18.77-	CONCESSIONS RESALE		119515	146903	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		418.42	CONCESSION RESALE		119523	146885	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		3,224.27								
152897	1/21/2025		10478 WEIGHT, JONATHAN							
		911.58	24-TUITION REIMB FALL2024		119484	8/23/2024 - 2	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		911.58								
152898	1/21/2025		2844 WSB & ASSOC INC							
		637.00	SEIDLS TR/SHORE/HABIT NOV24		119485	R-022116-000-23	50610.6530	202115	IMPR OTHER THAN BUILDING	STORM WATER UTILITY
		1,322.50	2025 LOCAL IMP SVCS		119486	R-022347-000-12	40440.6302	202503	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		23,544.00	CONC EXH IMP PRJ NOV24		119487	R-023128-000-18	40440.6302	202401	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		552.00	FORESTRY ASSIST NOV24		119488	R-025193-000-7	10320.6302		PROFESSIONAL SERVICES	PUBLIC WORKS
		26,055.50								
152899	1/21/2025		2849 XCEL ENERGY							
		4,361.64	CITY HALL		119489	51-4686910-7 1/7/25	10330.6385		UTILITY SERVICE	BUILDINGS
		93.20	ST LGT UTILTIY FUND		119489	51-4686910-7 1/7/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		48.11	POLICE		119490	51-4903872-2 1/7/25	10210.6385		UTILITY SERVICE	POLICE PROTECTION
		1,460.15	SEWER		119491	51-5538274-4 1/9/25	50606.6385		UTILITY SERVICE	SEWER UTILITY
		31.79	NM ELEC 11/21-12/25/24		119516	51-4563113-2 12/26/24	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		8,682.78	JC ELEC 11/21-12/25/24		119516	51-4563113-2 12/26/24	50678.6385.1		UTILITY SERVICE-ELECTRIC	JOHN CARROLL APT BLDG
		5,539.99	NM ELEC 11/23-12/25/24		119517	51-4563113-2 12/31/24	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		6,272.28	NM ELEC 11/26-12/30/24		119518	51-4563113-2 1/2/25	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		7,956.14	JC NATGAS 11/26-12/30/24		119518	51-4563113-2 1/2/25	50678.6385.2		UTILITY SERVICE-GAS	JOHN CARROLL APT BLDG
		34,446.08								

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
152900	1/21/2025		7333 YALE MECHANICAL, LLC						Continued...	
		1,874.40	RPR GARAGE HEAT@PW		119494	265023	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		1,874.40								
801142	1/10/2025		1818 LELS LOCAL 95							
		98.00			119418	0107251600353	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		98.00								
801143	1/10/2025		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		964.34			119420	0107251600355	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		964.34								
801144	1/10/2025		2243 POLICE FLOWER FUND							
		38.00			119413	01072516003515	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		38.00								
801145	1/13/2025		2289 R&R SPECIALTIES OF WISCONSIN, INC.							
		65.00	ZAMBONI BLADE SHARPEN		119370	0084059-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		65.00	ZAMBONIE BLADE SHARPEN		119371	0084129-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		542.85	BRAKE LINE REPAIR ZAM 1		119372	0083988-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		672.85								
801146	1/21/2025		3615 CAMPBELL KNUTSON, P.A.							
		1,870.62	DEC24 PROSECUTION FEES		119455	3168-0999G	10130.6304		PROFESSIONAL SVCS-CRIMINAL	CITY ATTORNEY
						12/31/24				
		1,870.62								
801147	1/21/2025		10612 WALL, ANDREW							
		21.44	MILEAGE REIMBURSE		119482	12/31/24	20245.6331		CONFERENCES, TRAINING, TRAVEL	AIRPORT
		21.44								
2025001	1/2/2025		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		1,071.95			119200	1230241213374	10101.2175		OTHER RETIREMENT	GENERAL FUND
		1,071.95								
2025002	1/2/2025		2200 PERA							
		566.51			119201	1230241213375	10101.2174		PERA	GENERAL FUND
		566.51								
2025003	1/2/2025		1338 EFTPS							
		207.03			119197	1230241213371	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2025003	1/2/2025		1338 EFTPS						Continued...	
		822.34			119198	1230241213372	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		1,029.37								
2025004	1/2/2025		2013 MINNESOTA REVENUE (C)							
		155.37			119199	1230241213373	10101.2172		STATE WITHHOLDING	GENERAL FUND
		155.37								
2025005	1/10/2025		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		717.12			119421	0107251600356	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		46.14			119422	0107251600357	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		207.66			119423	0107251600358	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		107.98			119424	0107251600359	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		1,078.90								
2025006	1/10/2025		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		4,153.84			119410	01072516003511	10101.2175		OTHER RETIREMENT	GENERAL FUND
		4,153.84								
2025007	1/10/2025		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		13,638.04			119411	01072516003513	10101.2175		OTHER RETIREMENT	GENERAL FUND
		224.22			119439	01072516003512	10101.2175		OTHER RETIREMENT	GENERAL FUND
		13,862.26								
2025008	1/10/2025		2200 PERA							
		75,751.37			119412	01072516003514	10101.2174		PERA	GENERAL FUND
		75,751.37								
2025009	1/10/2025		2748 MISSION SQUARE TRANSFER (EFT)							
		1,960.00			119414	01072516003516	10101.2175		OTHER RETIREMENT	GENERAL FUND
		1,960.00								
2025010	1/10/2025		14645 MEDSURETY, LLC							
		110,213.62			119416	01072516003518	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		110,213.62								
2025011	1/10/2025		1338 EFTPS							
		40,920.66			119408	0107251600351	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		41,528.70			119417	0107251600352	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		82,449.36								

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2025012	1/10/2025		2013 MINNESOTA REVENUE (C)						Continued...	
		18,852.16			119409	01072516003510	10101.2172		STATE WITHHOLDING	GENERAL FUND
		18,852.16								
2025013	1/6/2025		6037 HEALTHPARTNERS-DENTAL							
		382.46	DENTAL CLAIMS PAID		119448	12/26/24-1/1/25	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		382.46								
2025014	1/7/2025		14645 MEDSURETY, LLC							
		311.50	HRA/HSA/FSA/DCAP JAN25		119452	37462	10125.6375		OTHER CONTRACTED SERVICES	HUMAN RESOURCES
		311.50								
2025015	1/8/2025		14645 MEDSURETY, LLC							
		157.49	HRA REIMBURSEMENT 2025		119450	12/31/2024	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		157.49								
2025016	1/10/2025		14645 MEDSURETY, LLC							
		1,500.00	HEALTH SAVINGS RBROWN		119451	01/10/2025	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,500.00	HEALTH SAVINGS BCOBENAIS		119451	01/10/2025	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,500.00	HEALTH SAVINGS JELG		119451	01/10/2025	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,500.00	HEALTH SAVINGS DGRENGO		119451	01/10/2025	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,500.00	HEALTH SAVINGS DHUGHES		119451	01/10/2025	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,500.00	HEALTH SAVINGS WMESSEERICH		119451	01/10/2025	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,500.00	HEALTH SAVINGS LNELSON		119451	01/10/2025	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,500.00	HEALTH SAVINGS POEFFING		119451	01/10/2025	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		900.00	HEALTH SAVINGS LRAMBAUM		119451	01/10/2025	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,500.00	HEALTH SAVINGS MSMITH		119451	01/10/2025	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		14,400.00								
2025017	1/13/2025		6037 HEALTHPARTNERS-DENTAL							
		1,630.38	DENTAL CLAIMS PAID		119466	01/02/25-01/08/25	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		1,630.38								
2025018	1/17/2025		14645 MEDSURETY, LLC							
		12.72	HRA REIMBURSEMENT 2025		119525	01/17/2025	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		12.72								
		2,172,923.55	Grand Total							

Payment Instrument Totals

Checks

1,841,219.04

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<u>Check #</u>	<u>Date</u>	<u>Amount</u>	<u>Supplier / Explanation</u>	<u>PO #</u>	<u>Doc No</u>	<u>Inv No</u>	<u>Account No</u>	<u>Subledger</u>	<u>Account Description</u>	<u>Business Unit</u>
		2,172,923.55	Grand Total							
							<u>Payment Instrument Totals</u>			
							Checks	1,841,219.04		
							EFT Payments	328,039.26		
							A/P ACH Payment	3,665.25		
							Total Payments	2,172,923.55		



CITY COUNCIL AGENDA REPORT

DATE: January 21, 2025
DEPARTMENT: Police
PREPARED BY: Brian Wicke
AGENDA ITEM NUMBER: 8.C.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Purchase of Three (3) Police Vehicles

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion authorizing the purchase of three (3) police vehicles at a combined price of \$128,597.48.

OVERVIEW

Police Department vehicles are included in the Central Garage fund, a self-sustaining fund, and are replaced from the fund as needed. As part of its regular fleet rotation and replacement program, the Police Department plans to replace three vehicles in 2025. Two of the vehicles to be purchased are Ford Police Interceptor Utility squads which the department has been using since 2012 and are to be assigned to the patrol division and the third is a GMC Acadia, a multi-passenger vehicle that will be assigned to the investigative division.

The police vehicles scheduled to be replaced are reaching the end of their respective life for effective service as they are accumulating high mileage, engine hours, and have become increasingly costly to maintain.

Police staff recommends the purchase of two (2) 2025 Ford Police Interceptor Utility squads from State Contract #158505 at a combined cost of \$88,447.88 and one (1) 2025 GMC Acadia from State Contract #188747 for \$40,149.60. Procuring these vehicles through the contracts with the State of Minnesota Cooperative Purchasing Venture leverages the purchasing power of the entire state and allows purchase without a separate bidding process. The total impact of this purchase, including changeover costs and replacement equipment, was discussed during the budgetary process and is included in the 2025 Central Garage budget.

SOURCE OF FUNDS

Central Garage Fund

ATTACHMENTS

1. 2025 Patrol Squads
2. 2025 Investigative Squad

QUOTE

Delivery Address if Different From Billing

NET 30

Please

MN	NORTH COUNTRY GM		<u>CONTACT PERSON</u>	
120 - 150 ARO	1502 E HOWARD ST HIBBING, MN 55746 218-263-7576 fax 800-894-7579		FLEET MGR BOB O'HARA 218-349-8955	
			ITEM #	
			GRSU4	
BASE MODEL	2025 GMC ACADIA		TLD56	\$ 39,782.60
option cost	AWD ELEVATION			
				-
ABC	Seating, 8 passenger	X	ABC	ABC
450.00	Seating 7 passenger with 2nd row flat-folding captain's chairs with Smart Slide and 3rd row manual-folding 60-40 split-bench seat(Only available with (GHI) Elevation Premium Package.)		ABE	-
STD	Power Drivers seat	X		STD
STD	Remote Start	x		STD
STD	Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT) (328 hp [244 kW] @ 5500 rpm, 326 lb-ft of torque [442 N-m] @ 3500 rpm)(STD)	X	LK0	STD
STD	8 SPEED AUTO	X	MF8	STD
88.00	BLOCK HEATER		K05	-
2,230.80	Elevation Premium Package includes (ABE) 7-Passenger seating, (H7K) After Dark CoreTec or (H7L) Gideon Gray CoreTec seating, (A7J) 6-way power passenger seat adjuster, (AT9) passenger power lumbar seat adjuster, (DD8) mirror, inside rearview auto-dimming, (Q76) 20" aluminum wheel, (Q3N) 20" all-season blackwall tire and (UG1) Universal Garage door opener(When (WBP) Black Edition and (GHI) are ordered together, (Q76) 20" aluminum wheel is replaced by (RVH) 22" Gloss Black aluminum wheel.)		GHI	-
347.00	LPO, Floor Liner Package (Deletes standard floor mats.)) ncludes (RIA) first and second row all-weather floor liners, LPO and (RIB) third row all-weather floor liner, LPO(	X	PDF	\$347.00

309.00	LPO, Interior Protection Package (Deletes standard floor mats.)) includes (VAV) first and second row all- weather floor mats, LPO and (RIB) third row all-weather floor liner		PDH	-
259.60	LPO, Front and rear splash guards, custom molded		VQK	-
572.00	Trailer Pkg		V92	-
STD	DEEP TINTED GLASS	X	AK0	STD
				-
	DEALER OPTIONS	QTY		-
275.00	EXTRA KEYS/FOB	0	DLR1	\$0.00
				-
COLORS				-
567.60	VOLCANIC RED MET		GNT	-
435.60	EBONY TWIGHTLIGHT MET		GA0	-
435.60	STERLING GRAY MET		GX0	-
435.60	CRYSTAL METALLIC		GXK	-
N/C	WHITE	X	GAX	N/C
	BLACK CLOTH	X	H1T	INCL
				\$ 40,129.60
				-
0.06875	MN STATE SALES TAX @6.875			-
294.25	TAX EXCEMPT PLATES TITLE & TRANS			-
20.00	TRANSIT TAX	X		\$20.00
				\$ -
				\$ 40,149.60

contact name

customer

address

city, ST zip

phone #

email address

PO #

FACTORY ORDER NUMBER



CITY COUNCIL AGENDA REPORT

DATE: January 21, 2025
DEPARTMENT: Engineering
PREPARED BY: Nick Guilliams
AGENDA ITEM NUMBER: 8.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Contract with Safe Step, LLC for Sidewalk Repairs

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve a contract with Safe Step, LLC for sidewalk trip hazard repair in the amount of \$250,000.00

OVERVIEW

The Capital Improvement Plan for 2025 has prioritized repairs for sidewalk trip hazards throughout the city. While Safe Step LLC completed a similar project in 2021, numerous trip hazards still exist along approximately 22 miles of city sidewalks.

City staff have identified priority areas where Safe Step, LLC can assess sidewalk defects that pose a trip hazard and are suitable for saw-cutting repairs. This process involves using a horizontal saw cut on sidewalks with height differentials of 1.5 inches or less. Safe Step will evaluate and carry out the saw-cutting repairs in these priority areas until costs reach the budgeted threshold of \$250,000 as outlined in the CIP.

Choosing Safe Step, LLC for this saw-cutting work has several advantages: it eliminates the need for sidewalk removal and replacement, prevents damage to surrounding lawns and landscaping, allows for continuous sidewalk use during repairs, and ensures efficient repair times—approximately 20 minutes from start to finish. Safe Step, LLC is part of a cooperative purchasing program in which the city participates.

SOURCE OF FUNDS

Infrastructure Fund

ATTACHMENTS

1. South St Paul 2025 Saw-cutting Program



Sidewalk Repair Proposal

Presented to: Nick Guilliams
City of South St. Paul
South St Paul 2025 Saw-cutting Program
December 30, 2024

Travis Manderfield • Project Manager • 612-910-4354 • Travis@notrippin.com • www.notrippin.com

Information contained in this proposal is proprietary and confidential, and is to be used solely by City of South St. Paul personnel in evaluating the project. Copying, unauthorized disclosure, reuse in any form is prohibited.

Introduction

December 30, 2024

Nick Guilliams
City of South St. Paul
125 3rd Ave, N
South St. Paul, Minnesota 55075

Nick,

Thank you for the opportunity to present this proposal for sidewalk trip hazard repair.

Review

1. The City of South St. Paul has requested Safe Step LLC evaluate sidewalk segments, identified by the City of South St. Paul, in priority order until the \$250,000.00 budget has been reached.
2. Upon reaching the budget, the evaluation will stop. If all of the priority areas are able to be included prior to reaching the budget, City of South St. Paul can provide additional sidewalk segments for evaluation.
3. Safe Step LLC will evaluate sidewalks for defects that present a trip hazard and are appropriate for saw-cutting repair based on the identification criteria on page 4.
4. Safe Step LLC will also evaluate sidewalks for defects that are not appropriate for saw-cutting repair and will require alternative repair methods.

Notable Proposal Contents

- Page 2: Execution Strategy
- Page 3: Priority Areas Map
- Page 4: Evaluation Criteria
- Page 7: Proposal Acceptance

Please let me know if you have any questions. We look forward to serving your needs.

Travis Manderfield
Project Manager
612-910-4354
Travis@notrippin.com

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Execution Strategy

Based on our discussions, Safe Step will execute the project as follows:

1. Confirm sidewalk evaluation area and defect identification criteria (enclosed)

1. Page 3 of this proposal contains the sidewalk areas and the priority in which they should be evaluated and repaired.
2. Page 4 of this proposal contains the defect identification criteria that will be used to evaluate the sidewalks.

2. Evaluate current sidewalk conditions

1. Safe Step LLC will evaluate the sidewalk locations in the priority order until the budget is met.
2. Identified defects will be recorded along with the measurement, address, approximate GPS coordinates, important notes, and a photo of the defect.

3. Deliver evaluation results

1. Following the completion of the evaluation, Safe Step LLC will provide the sidewalk defect data through a proprietary online tool called *Sidewalk Central™*. This data includes locations, descriptions, suggested repair types, and photos of each defect identified.
2. *Sidewalk Central™* allows you to review, make notes, and confirm the preferred repair type for each defect.

4. Perform repairs

1. After you review and confirm the repair locations, we will schedule a timeframe to begin repairing the identified saw-cutting locations.
2. All saw-cutting repairs will be done in accordance with "The Safe Step LLC Approach" outlined on page 5 of this proposal.
3. *Sidewalk Central™* allows you to monitor the saw-cutting in real-time, providing defect completion status as well as repair photos and timestamps for quality assurance.

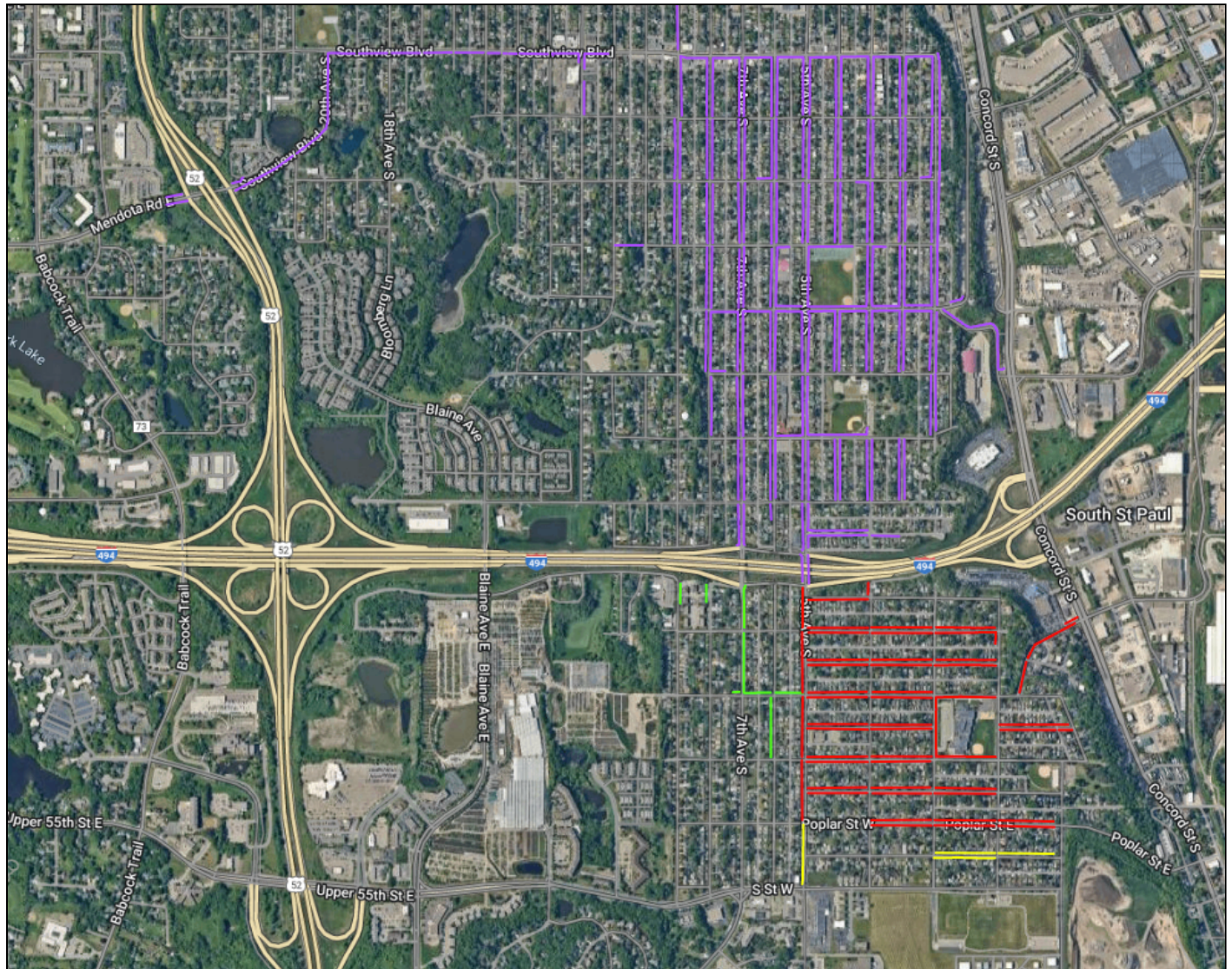
5. Provide documentation

1. At the conclusion of the project, we will provide a final report of saw-cut locations repaired including the displacement measurements, address, approximate GPS coordinates, and important notes.

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Priority Areas Map



Map Data: Google

Survey Area and Priorities

1. Priority 1: Red (5.55 Miles)
2. Priority 2: Yellow (.46 Miles)
3. Priority 3: Green (.50 Miles)
4. Priority 4: Purple (15.58 Miles)
5. Total Miles: 22.10

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Sidewalk Evaluation Criteria

Condition	Record for Saw-Cutting	Record for Replacement
Panel Offset: Min (1/8s) 4 Max (1/8s) 12	Y	If greater Y
Sharp edge: Height (1/8s) 4	Y	Y
Prior Grind/Saw-Cut Repairs ¹ :	Y	Y
Cutting to sunken panel:	Y	Y
Waterpooling:	N	Y
Caused by tree:	Y	Y
Negative cross-slope:	Y	Y
Positive cross-slope:	Y	Y
Contains structural crack ² : Qty no more than 3 Gap no more than 1/4"	Y	Y
Displacement is a crack ² : Perpendicular Y Parallel Y	Y	Y
Panel is spalled ² : Surface less than 50% Depth no more than 1/2"	Y	Y
Sidewalk joint is decayed ² : Width no more than 1/2"	Y	Y
Curbing:	N	Y
On bridge structure:	N	N
Parallel joints: Min. Height 4 Max Height 12	Y	Y
Ramps: At Landing Max Ht 12 At street Max Ht 12	Y	Y
Top of flowline:	Y	Y
Adjacent to asphalt:	Y	Y
Adjacent to pavers:	Y	Y

¹As measured at presenting face; recorded values will be for proper 12:1 repair

²Panels failing this criteria will be recorded for replacement regardless of offset

Marking/Other

Mark Saw-Cutting	Numbered
------------------	----------

Mark R&R	N
4" R&R Sq. Ft. Cost	TBD
6" R&R Sq. Ft. Cost	TBD

Use Lifting for sunken & waterpooling panels	N
Mark Lifting	N
Lifting Sq. Ft. Price	

Scatter Sites

Apply criteria to scatter sites?	NA
Survey only marked?	
Survey entire address?	
Survey entire block-face?	

Notes:

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The Safe Step Approach



Specifications

1. Repairs will be tapered to a 1:12 slope ratio and taken to a zero point of differential between adjoining sidewalk panels along the full width of the sidewalk, in accordance with ADA standards.
2. Repairs shall have a smooth and uniform finish with a coefficient of friction meeting OSHA requirements and shall not impact adjoining sidewalks, driveways, landscaping, or other objects within the vicinity of the work.
3. In instances where sidewalk conditions do not permit a 1:12 slope ratio, repairs will be made with the shallowest slope possible for the given sidewalk condition.



Clean-up

1. All saw-cutting will be performed without water-cooling; No slurry will be created eliminating the risk of “tracking” and run-off water contamination.
2. Saw mounted dust abatement systems will be used to minimize airborne dust. Containment systems are designed for fine dust applications.
3. Debris and concrete shall be cleaned from the sidewalk surface as well as surrounding rails, sidewalks, driveways, landscaping, or other objects within the vicinity of the work.



Reporting

1. Upon completion of the project, Safe Step LLC will provide a detailed and audit-able report. This report will include the street address or location, dimensions, and GPS coordinates of each repair made.
2. An invoice for payment will be provided when the projected has been completed. Payment in full is due **30 days** from the date of invoice. Late payments may be subject to a \$30 re-billing fee.



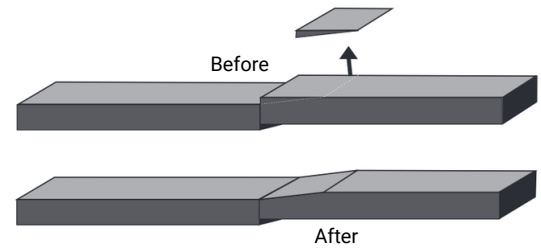
Safety and Insurance

1. Safe Step LLC employees who work directly in slab displacement repair undergo a rigorous training process with emphasis on safe work practices, OSHA-approved personal protection equipment, and quality workmanship. It is not uncommon for our clients to receive unsolicited compliments on our safety practices and the quality of the work performed.
2. Safe Step LLC is fully licensed and insured. Proof of auto, liability, and workers compensation insurance are available upon request.

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Our Result



Before



After



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Proposal Acceptance

Financial Parameters

1. Financial Parameters

1. The total cost of the reporting and saw-cutting repairs will not exceed **\$250,000.00**.
2. Safe Step LLC will accept full responsibility for any project cost overage, provided that the scope of the project is not altered once the project begins. Any requested change in scope will be fully discussed and approved by the City of South St. Paul prior to the start of the work on the revised area.

If this proposal is acceptable, please complete and sign below. We will contact you upon receiving this form to schedule your project.

Cost: \$250,000.00

Proposal #: 202076

Due to the ongoing supply chain issues and labor availability, the pricing in this proposal is only valid until **January 31, 2025**.

Billing Contact Name:

Billing Email Address:

PO Number:

Does this project require prevailing wage?:

Approved by:

Date:

Signed:  SIGNATURE
Nick Guilliams

Title:

Client Notes:

Use this form to provide us with any other information we may need to know.

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above signed hereby agrees to defend, indemnify, and hold contractor harmless with respect to any and all liability whatsoever arising from contractor's activities in attempting to repair concrete sidewalk and other slabs owned by the above signed or within the above signed's dominion and control, and to defend, indemnify, and hold harmless contractor with respect thereto.

Travis Manderfield • Project Manager • 612-910-4354 • Travis@notrippin.com • www.notrippin.com

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CITY COUNCIL AGENDA REPORT

DATE: January 21, 2025
DEPARTMENT: Engineering
PREPARED BY: Nick Guilliams
AGENDA ITEM NUMBER: 8.E.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approval of Grant Agreement for the 2025 Private Property Inflow and Infiltration Grant Program

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution 2025-9 to authorize the City of South St. Paul's grant agreement with the Metropolitan Council for the 2025 Private Property Inflow and Infiltration Grant Program.

OVERVIEW

Inflow and infiltration refer to clear water—specifically stormwater and groundwater—that enters the wastewater system. In the metro region's sewer system, over half of this clear water comes from private properties, including homes and businesses. The pipes, known as sewer laterals, connect these private properties to the city's sanitary sewer. These pipes can develop cracks and deteriorate over time or become compromised when tree roots penetrate them, allowing groundwater to seep into the system. This intrusion takes up space in the wastewater system and can lead to costly sewer backups into homes and buildings, as well as sewer overflows into rivers and lakes.

To address this issue, the 2025 Private Property Inflow and Infiltration Grant Program allocates \$1.5 million in wastewater revenue to provide grants to private property owners for repairs aimed at stopping clear water from entering the wastewater treatment system. The Minnesota Legislature amended statute 471.342 to permit the Metropolitan Council to offer grant funding to local municipalities, assisting private property owners with the costs associated with repairing sewer infrastructure on their property.

The Metropolitan Council has awarded the City of South St. Paul \$34,000 for eligible work requested by residents to be completed in 2025.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Resolution 2025-9

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-9
RESOLUTION AUTHORIZING GRANT AGREEMENT TO THE METROPOLITAN
COUNCIL FOR THE 2025 PRIVATE INFLOW AND INFILTRATION GRANT
PROGRAM

WHEREAS, Inflow and Infiltration is clear water that enters the wastewater system; and

WHEREAS, More than half of this clear water in the metro region's sewer system comes from private properties, homes, and businesses; and

WHEREAS, The 2025 Private Property Inflow and Infiltration Grant Program provides \$1.5 million in wastewater revenue to provide grants to private property owners to help with repairs that will remove and prevent clear water from entering the wastewater treatment system; and

WHEREAS, The Metropolitan Council awarded the City of South St. Paul \$34,000 for eligible work completed in 2025.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council of South St. Paul hereby authorizes grant approval to the Metropolitan Council for the 2025 Private Property Inflow and Infiltration Grant Program.
2. The City of South St. Paul hereby certifies that they have read the program guidelines and support participation in the program.

Adopted this 21st day of January, 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: January 21, 2025
DEPARTMENT: Finance
PREPARED BY:
AGENDA ITEM NUMBER: 8.F.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Accept the 2024 3rd Quarter Financial Report

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to accept the 2024 3rd Quarter Financial Report

OVERVIEW

The Finance Department has prepared the *attached third quarter financial report*, which was reviewed by the Council at the January 13, 2025 Worksession. Finance has not noted any worrisome variances in the operating funds for the third quarter. The variances that have occurred are noted in the attached report.

Formal council action is requested through the approval of a motion accepting the Third Quarter Financial Report.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Third Quarter 2024 Financial Report

Description	2024 Original Budget	2024 Amended Budget	Actual thru September 2024	Benchmark 75% Percent of Budget	
GENERAL OPERATING FUND					
GENERAL FUND - REVENUES					
Taxes	13,320,065.00	13,320,065.00	7,245,140.77	54.39%	A
Fees	2,160,455.00	2,160,455.00	1,253,301.70	58.01%	B
Intergovernmental	3,438,850.00	3,438,850.00	1,466,234.02	42.64%	C
Charges for Services	2,021,606.00	2,021,606.00	1,428,861.01	70.68%	
Other Revenues	94,210.00	94,210.00	151,451.10	160.76%	D
Transfers In/Fund Balance	190,000.00	190,000.00	142,515.00	75.01%	
Total Revenues	21,225,186.00	21,225,186.00	11,687,503.60	55.06%	
GENERAL FUND - EXPENDITURES					
General Government					
Mayor & Council	178,459.00	178,710.00	122,126.19	68.34%	
Administration	607,774.00	636,052.00	448,928.82	70.58%	
Human Resources	282,269.00	297,000.00	189,166.84	63.69%	
City Attorney	98,000.00	98,000.00	85,693.77	87.44%	E
City Attorney - Criminal	170,000.00	170,000.00	121,583.95	71.52%	F
City Clerk	313,997.00	279,215.00	195,649.01	70.07%	
Information Technology	800,076.00	815,244.00	599,148.88	73.49%	
Recycling	23,350.00	23,885.00	5,579.14	23.36%	G
Finance	487,827.00	524,305.00	381,699.01	72.80%	
Total General Government	2,961,752.00	3,022,411.00	2,149,575.61	71.12%	
Public Safety					
Police	8,263,184.00	8,634,370.00	5,709,789.28	66.13%	
Fire	2,772,182.00	2,772,182.00	2,079,143.64	75.00%	
Total Public Safety	11,035,366.00	11,406,552.00	7,788,932.92	68.28%	
Public Works					
Engineering	720,601.00	795,100.00	550,550.45	69.24%	
Streets, Alley's and Blvd's	2,282,487.00	2,335,843.00	1,744,908.30	74.70%	
Buildings	372,692.00	399,965.00	317,710.37	79.43%	
Parks Facilities and Maintenance	1,376,503.00	1,411,243.00	999,327.14	70.81%	
Total Public Works	4,752,283.00	4,942,151.00	3,612,496.26	73.10%	
Community Development					
Development Services	619,384.00	643,535.00	458,511.87	71.25%	
Code Enforcement	169,852.00	188,303.00	131,419.02	69.79%	
Total Community Development	789,236.00	831,838.00	589,930.89	70.92%	
Leisure Services					
Parks Administration	297,261.00	313,211.00	225,747.36	72.08%	
Splash Pool	92,176.00	94,105.00	109,283.84	116.13%	H
Northview Pool	107,976.00	109,905.00	134,748.22	122.60%	H
Recreation Programs	257,449.00	273,098.00	235,201.83	86.12%	
Community Affairs	131,687.00	137,074.00	99,615.36	72.67%	
Total Leisure Services	886,549.00	927,393.00	804,596.61	86.76%	
Nondepartmental					
Contingencies	800,000.00	94,841.00	0.00	0.00%	
Transfers Out	0.00	0.00	434,879.00	100.00%	
Total Nondepartmental	800,000.00	94,841.00	434,879.00		
Total Expenditures	21,225,186.00	21,225,186.00	15,380,411.29	72.46%	
Revenues Over (Under) Expenditures	0.00	0.00	(3,692,907.69)		

Description	2024 Original Budget	2024 Amended Budget	Actual thru September 2024	Benchmark 75% Percent of Budget	
OTHER OPERATING FUNDS					
DOUG WOOG ARENA					
Revenues	1,215,500.00	1,215,500.00	844,654.01	69.49%	A
Expenditures	1,501,767.00	1,521,421.00	926,754.10	60.91%	
Revenues Over (Under) Expenditures	(286,267.00)	(305,921.00)	(82,100.09)		
AIRPORT OPERATING FUND					
Revenues	1,427,720.00	1,427,720.00	1,230,922.77	86.22%	
Expenditures	1,626,847.00	1,645,951.00	1,091,409.21	66.31%	
Revenues Over (Under) Expenditures	(199,127.00)	(218,231.00)	139,513.56		
STORM WATER UTILITY FUND					
Operating Revenues and Grants	800,420.00	800,420.00	952,084.34	118.95%	I,J
Expenditures - Operating	948,832.00	948,832.00	979,680.74	103.25%	
Transfers - Capital	66,700.00	66,700.00	57,888.24	86.79%	M
Revenues Over (Under) Expenditures	(215,112.00)	(215,112.00)	(85,484.64)		
STREET LIGHT UTILITY FUND					
Revenues	375,385.00	375,385.00	256,286.17	68.27%	I
Expenditures	316,501.00	316,501.00	201,749.48	63.74%	
Revenues Over (Under) Expenditures	58,884.00	58,884.00	54,536.69		
WATER AND SEWER UTILITY FUND					
Revenues					
Administration	562,614.00	562,614.00	125,127.13	22.24%	D
Water Utility	11,571,955.00	11,571,955.00	2,290,365.68	19.79%	I,K
Sewer Utility	5,093,975.00	5,093,975.00	3,252,781.70	63.86%	I
Total Revenues	17,228,544.00	17,228,544.00	5,668,274.51	32.90%	
Expenditures					
Adminsitration	562,614.00	573,204.00	433,537.99	75.63%	
Water Utility	1,376,751.00	1,392,166.00	999,684.93	71.81%	
Sewer Utility	4,327,476.00	4,344,081.00	3,519,985.25	81.03%	L
Total Expenditures	6,266,841.00	6,309,451.00	4,953,208.17	78.50%	
Transfers					
Water Utility	360,407.00	360,407.00	96,603.00	26.80%	M
Sewer Utility	423,007.00	423,007.00	159,203.00	37.64%	M
Total Transfers	783,414.00	783,414.00	255,806.00	32.65%	
Net Income (Loss)	10,178,289.00	10,135,679.00	459,260.34		
CENTRAL GARAGE - INTERNAL SERVICE FUND					
Revenues	1,886,792.00	1,886,792.00	1,507,748.55	79.91%	
Expenditures	2,213,648.00	2,226,971.00	1,309,132.51	58.79%	
Net Income (Loss)	(326,856.00)	(340,179.00)	198,616.04		

Description	2024 Original Budget	2024 Amended Budget	Actual thru September 2024	Benchmark 75% Percent of Budget	
OTHER OPERATING FUNDS					
ECONOMIC DEVELOPMENT AUTHORITY					
Revenues	412,221.00	412,221.00	258,559.95	62.72%	A
Expenditures	412,221.00	412,221.00	164,958.43	40.02%	
Revenues Over (Under) Expenditures	0.00	0.00	93,601.52		
EDA - HOUSING (HRA LEVY)					
Revenues	1,127,694.00	1,127,694.00	842,375.18	74.70%	A
Expenditures	1,127,694.00	1,127,694.00	633,475.76	56.17%	
Revenues Over (Under) Expenditures	0.00	0.00	208,899.42		
HRA - PUBLIC HOUSING					
Revenues	2,784,600.00	2,784,600.00	1,858,442.03	66.74%	
Operating Expenses	2,162,100.00	2,162,100.00	2,032,237.57	93.99%	
Capital Expenses	91,000.00	91,000.00	4,186,109.86	4,600.12%	N
Net Income (Loss)	531,500.00	531,500.00	(4,359,905.40)		

Tickmark Explanations for Budget VS Actual Variances

- A Taxes will be received in June/July and December/January
- B 3rd quarter Franchise fees payment is received in October
- C LGA received in July and December
- D Interest earnings are posted semi-annually and other minor revenues are unpredictable
- E Legal service invoices for eight months
- F Legal service-criminal invoices for August & September paid in November
- G Compost site costs occur May through October; clean up day in September paid in October
- H Pools are only open June through August
- I Utility revenues are based on service delivery, bills issued in Jan, Feb, Mar of 2024 are accrued back to the 2023 books as they are for services delivered in 2023. This is an annual occurrence.
- J State and local grants for Seidl's Lake project
- K Budgeted revenues include State funds for water treatment plant, reported as a loan in the fund
- L Sanitary Sewer has 10 months of MCES charges
- M Transfers for bond principal and interest made in February and August. Remaining transfer to Utility Admin will be done in December
- N Capital expenses for JC plumbing project, paid from Capital Grant



CITY COUNCIL AGENDA REPORT

DATE: January 21, 2025
DEPARTMENT: Public Works
PREPARED BY: Howie Steenberg
AGENDA ITEM NUMBER: 8.G.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Bid from WWGoetsch Associates Inc for the Replacement of the Lift Pump Impellor/Volute and Wear Plate. Also Upgrade with 15HP Hydromatic 4HC Pump Motor at North End Lift Station.

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve the bid from WWGoetsch Associates Inc. to purchase and perform the work to rebuild lift pump and install a new motor in the amount of \$21,859.00. (same as 2024)

OVERVIEW

The lift stations pump is in need of routine impeller repairs due to normal wear and tear. WWGoetsch has advised us to upgrade from 10Hp pumps to 15Hp pumps to extend the life longer. The size of the pump in place now is border line sized for the capacities that we need to pump causing extreme wear and tear. Staff had replaced first pump in (2024) and advises that we replace the second one in (2025).

- 2024 – First Pump \$21,859.00 Done
- 2025 – Second pump \$21,859.00

Staff is recommending the work be awarded to WWGoetsch Associates Inc. for the repairs to the North end Lift Station in the amount of \$21,859.00.

SOURCE OF FUNDS

2025 Sewer Fund

ATTACHMENTS

1. 8-G South St Paul North lift

5250 West 74th Street
Minneapolis, MN 55439-2226

Phone: 952-831-4340, ext. 171
Fax: 952-831-2357

WWG GOETSCH

ASSOCIATES, INC.

Quote

To:	Dan Miller	From:	Dan Shimota 612-616-6741
Company:	City of South St Paul	Date:	1/10/25
Fax:		Pages:	1
Phone:		CC:	
SUBJECT: North lift station			

Dan,

Price of new Hydromatic pump 15 HP to replace the 2nd 10 HP Sulzer which will give you more GPM Is \$16,243.00 installed plus freight. 12-14 weeks to get . This price does not include Total Controls price to upgrade the Panel for any wiring . Warranty on the new pump is a Standard 5 year pro rated warranty.

If you have any Questions please feel free to contact me on my cell phone 612*616*6741

Best Regards,

W.W. Goetsch Associates, Inc.

Dan Shimota



CITY COUNCIL AGENDA REPORT

DATE: January 21, 2025
DEPARTMENT: Economic Development
PREPARED BY: Monika Miller
AGENDA ITEM NUMBER: 8.H.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Application for 2025 Dakota County Community Development Block Grant Funding

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Through consent, motion to approve submittal of 2025 Community Development Block Grant Application

OVERVIEW

Each year, the City submits an application to the Dakota County Community Development Agency (CDA) to obtain its share of the Community Development Block Grant (CDBG) funds. The CDBG funds are designed to assist local governments with various community development projects and programs that primarily aid low- and moderate-income residents. For program year 2025, the City is eligible to receive \$71,112 which the city is proposing to use for Owner-Occupied Housing Rehabilitation. In 2024, the City received an allocation of \$57,076 for the Housing Rehab program. The City has consistently spent its entire allocation for the program and demand remains high for the funds.

CDBG funds must be used to assist low and moderate income families. The Dakota County CDA requires that at least 50% of the funds spent in each city must be used for low/moderate income families. In other words, 50% of the activities funded must assist families with incomes below 80% of area median income (\$97,800 for a four person family). Rehab loans for low/moderate income homeowners are typically funded to meet these criteria.

SOURCE OF FUNDS

All funds for this program are attained through a HUD Allocation. Dakota County is an entitlement community through the U.S. Department of Housing and Urban Development (HUD) and the City of South St. Paul is a subrecipient.

ATTACHMENTS

1. Resolution 2025-10- Approve Application for CDBG
2. PY2025 CDBG Application _ South St Paul

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-10

**RESOLUTION APPROVING THE APPLICATION FOR 2025 DAKOTA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**

WHEREAS, the City of South St. Paul is a participating jurisdiction with the Dakota County Community Development Block Grant (CDBG) Entitlement Program for Fiscal Year 2025 (starting July 1, 2025 and ending June 30, 2026); and

WHEREAS, the Dakota County Community Development Agency (CDA) is a Subgrantee of Dakota County for the administration of the CDBG Program; and

WHEREAS, the Dakota County CDA has requested Fiscal Year 2025 CDBG applications be submitted by January 17, 2025, based on an allocation of funds approved in the Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED, the City of South St. Paul hereby approves the following:

1. The Fiscal Year 2025 CDBG application is approved for submission to the Dakota County CDA.
2. The Mayor for the City of South St. Paul is authorized to execute the application and all agreements and documents related to receiving and using the awarded CDBG funds.
3. The Dakota County CDA is designated as the administrative entity to carry out the CDBG program on behalf of the City of South St. Paul, subject to future Subrecipient Agreements that may be required for specific CDBG-funded activities.

Adopted this 21st day of January, 2025.

City Clerk

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS APPLICATION FOR PROGRAM YEAR 2025

Application must be received by the Dakota County Community Development Agency
NO LATER THAN FRIDAY, JANUARY 17, 2025
For July 1, 2025 – June 30, 2026

General Information

Applicant Name: City of South St. Paul		UEI #: 087259636
Contact Name: Michael Healy		
Applicant Address: 125 Third Avenue North		
City, State, Zip: South St. Paul, MN 55075		
Phone: (651) 554-3217		Email: mhealy@southstpaul.org

Proposed Activities

Activity	Requested Funding Amount
#1 Title: Home Improvement Loan Program	CDBG Request: \$ 71,112
#2 Title: Click or tap here to enter text.	CDBG Request: \$ Click or tap here to enter text.
#3 Title: Click or tap here to enter text.	CDBG Request: \$ Click or tap here to enter text.
#4 Title: Click or tap here to enter text.	CDBG Request: \$ Click or tap here to enter text.
#5 Title: Click or tap here to enter text.	CDBG Request: \$ Click or tap here to enter text.
Total Request: \$ Click or tap here to enter text.	

Contingency Funding Request:

Note the funding levels for activities if there is an increase or decrease in federal funding levels. Specify which activities should be fully funded at the requested level and which should be increased or decreased. Home Improvement Loan Program

PLEASE NOTE: AT LEAST 50% of the proposed funding must qualify as a LOW/MOD benefit. NO MORE THAN 35% of the any one community's proposed funding can be for PUBLIC SERVICES. Because public services may not account for more than 15% of the County's total funding, public service requests may be decreased once all applications are submitted and reviewed by CDA staff. NO MORE than 10% of any one community's funding can be used for PLANNING.

Certification

I certify that the information contained in this application is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of material facts. I further certify that no contracts have been awarded, funds committed, or construction begun on the proposed project(s), and that none will be made prior to notification from the Dakota County CDA based on HUD's issuance of a Release of Funds Notice.

Signature of Authorized Official

Date

Title of Authorized Official

**PLEASE ATTACH THE RESOLUTION OF THE GOVERNING BODY SHOWING APPROVAL
OF THE REQUEST FOR CDBG FUNDS.**

I. Activity Title

Please complete the following Sections I-V for EACH proposed activity. (For example, if 3 activities are being proposed, there will be 3 sets of the following pages.)

Activity # 1

Activity Title: Home Improvement Loan Program

II. Activity Information

Describe the proposed activity in detail. Please be specific about purpose, location, number of people or households served, etc.

Funding for the Dakota County CDA's Home Rehabilitation and Improvement Program within the City of South St. Paul for qualified South St. Paul households. An estimated 4 households will be served.

Has this Activity received CDBG funding before? ☒ Yes ☐ No

Check the eligible activity category of the proposed activity: (See attached definitions)

Affordable Rental Housing ☐ Rehabilitation of Multi-Unit Residential ☐ Fair Housing Activities ☐ Energy Efficiency Improvements	Public Services ☐ Senior Services ☐ Youth Services ☐ Transportation Services ☐ Operational Support
Affordable Homeowner Housing ☐ Homeownership Assistance ☐ New (Re)Construction Homeowner Housing ☒ Rehabilitation/ Energy Efficiency Improvement of Single Unit Residential ☐ Fair Housing Activities	Public Facilities ☐ Recreational Parks ☐ Public Water/Sewer Improvements ☐ Street Improvements ☐ Sidewalks ☐ Assessment Abatement ☐ ADA Improvements
Homelessness ☐ Coordinated Access to Services & Shelter ☐ Housing Stabilization ☐ Emergency Shelter Operation	Neighborhood Revitalization ☐ Acquisition of Real Property ☐ Clearance and Demolition ☐ Clean-up of Contaminated Site
Economic Development ☐ Employment Training ☐ Economic Development Assistance ☐ Rehabilitation of Commercial/Industrial Buildings ☐ Micro-Enterprise Assistance ☐ Relocation	Planning and Administration ☐ Planning ☐ Administration

Describe the activity schedule:

Is this a continuation of a previously funded activity? ☒ Yes ☐ No

Is this a time-specific project? ☐ Yes ☒ No

If this is a time-specific project, please note the start and end dates below:

Proposed Activity Start Date: [Click or tap here to enter text.](#)

Proposed Activity Completion Date: [Click or tap here to enter text.](#)

III. CDBG National Objective

CDBG funded projects/activities must meet one of the following program objectives. Check the objective for which the CDBG funds will be used.

- | | |
|--|---|
| ☐ Low/Mod Area Benefit | ☒ Low/Mod Limited Clientele Benefit |
| ☐ Low/Mod Housing Benefit | ☐ Low/Mod Jobs Benefit |
| ☐ Slum/Blight Area Benefit | ☐ Slum/Blight Spot Benefit |
| ☐ Urgent Need (extremely rare; used only for emergencies): <i>(Please explain)</i> Click or tap here to enter text. | |

If you checked the Low/Mod Area Benefit box, please answer the following:

In what Census Tract/Block Group(s) do beneficiaries of your Activity live? *(Please include map)*
[Click or tap here to enter text.](#)

How many residents live in this area? [Click or tap here to enter text.](#)

What is the percentage of low and moderate-income beneficiaries? [Click or tap here to enter text.](#)%

How was this documented? ☐ HUD Data ☐ Survey
(Please include a copy of survey)

If you checked the Low/Mod Housing Benefit box, please answer the following:

How many Low/Mod Households will benefit? [Click or tap here to enter text.](#) Households
(Income eligibility must be verified by written documentation)

Where will this activity occur? *(Address of property, neighborhood, or citywide)*
[Click or tap here to enter text.](#)

If you checked the Low/Mod Limited Clientele Benefit box, please answer the following:

How many Low/Mod People or Households will benefit? 4 Households *(Please choose either People or Households for each project).*

How will income be verified?

- ☒ Income Verification Request Forms
- ☐ Eligibility Status for other Governmental Assistance program
- ☐ Self Certification *(Must request source documentation of 20% of certifications and must inform beneficiary that all sources of income and assets must be included when calculating annual income)*
- ☐ Presumed benefit *(HUD presumes the following to be low and moderate-income: abused children, battered spouses, elderly persons (62+), severely disabled persons, homeless persons, persons living with AIDS, migrant farm workers)*

If you checked the Low/Mod Jobs Benefit box, please answer the following:

To meet the requirements of the "Jobs" National Objective, the business being assisted must enter into an agreement showing commitment that at least 51% of jobs created or retained will be available to low/mod income persons. The business must also be prepared to provide a list of all jobs, detailed information about the jobs being created or retained, the selection and hiring process, and demographic information about the employees.

Will this activity create or retain full time equivalencies (FTEs)? ☐ Create ☐ Retain
For job(s) that are being retained, please provide evidence that the assisted business has issued a notice to affected employees or that the business has made a public announcement to that effect, OR an analysis of relevant financial records that shows the business is likely to cut back on employment in the near future without planned intervention.

Will the job(s) created or retained require a special skill? ☐ Yes ☐ No

What percent of permanent FTEs will be held by or available to low/mod income persons? Click or tap here to enter text. %

If you checked the Slum/Blight Area or Slum/Blight Spot Benefit box, please answer the following:

What are the boundaries of the slum/blight area or the address of the slum/blight spot? Click or tap here to enter text.
(Please provide letter from building inspector or other documentation noting deficiencies and include photos)

What deficiency will be corrected or the public improvement be? Click or tap here to enter text.

If Slum/Blight Area, what percent of buildings are deteriorated? Click or tap here to enter text. %

IV. Proposed Objectives and Outcomes

Indicate the proposed objective and outcome of the activity/project.

	Outcome #1 Availability/Accessibility	Outcome #2 Affordability	Outcome #3 Sustainability
Objective #1 Suitable Living Environment	☐ Accessibility for the purpose of creating a suitable living environment	☒ Affordability for the purpose of creating a suitable living environment	☐ Sustainability for the purpose of creating a suitable living environment
Objective #2 Decent Housing	☐ Accessibility for the purpose of providing decent housing	☒ Affordability for the purpose of providing decent housing	☐ Sustainability for the purpose of providing decent housing
Objective #3 Economic Opportunity	☐ Accessibility for the purpose of creating economic opportunities	☒ Affordability for the purpose of creating economic opportunities	☐ Sustainability for the purpose of creating economic opportunities

Indicate how the activity outcome will be measured and projected number of beneficiaries.

- ☐ People _____
 ☐ Public Facilities _____
 ☐ Businesses _____
- ☐ Households 4
☐ Jobs _____
 ☐ Organizations _____
- ☐ Housing Units _____

V. Project Budget

Provide the total project cost and CDBG request.

Total Project Cost: \$ \$71,112

Total CDBG Request: \$ \$71,112

CDBG Percent of Total Cost: 100%

Describe all funding sources.

Source of Funds	Amount	Committed	Pending
CDBG	\$ 71,112	☐	☒
Click or tap here to enter text.	\$ Click or tap here to enter text.	☐	☐
Click or tap here to enter text.	\$ Click or tap here to enter text.	☐	☐
Total:	\$ 71,112	☐	☒

Please itemize project expenses, using the following guidance as applicable:

- Acquisition & Improvement Costs - Include purchase price, closing costs, site improvements, clearance of toxic contaminants, and other acquisition and improvement costs
- Construction/Rehabilitation Costs - Include site improvements, construction (labor, materials, supplies), installation, permits and other construction/rehabilitation costs
- Professional Fees and Personnel Costs - Include architectural, engineering and code inspection fees, surveys, appraisals, legal fees, hazardous materials surveys, project management, and other professional/personnel fees
- Other Development Costs - Include relocation, financing costs, environmental reviews, environmental studies, and other development costs
- Eligible Costs for Planning Projects - Include professional services, project management costs, and other planning costs

Itemized Use of Funds/Expenses	Costs	CDBG Funds Requested	Other Funding Sources
Construction/Rehabilitation Costs	\$ 71,112	\$71,112	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Total:	\$ 71,112	\$71,112	\$ Click or tap here to enter text.

* * * * *

***Please review each section for completeness.
Each activity should have separate Sections I through V.***

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ELIGIBLE ACTIVITIES

Please Note: Although an activity may be deemed eligible for CDBG funding, it does not guarantee funding. The Community Development Needs for the CDBG Program in the Consolidated Plan lists the priority of needs and dictates which types of eligible activities may be funded in a given year. All activities must meet a National Objective.

CDBG funds may NOT be used for costs attributable to a building used for the general conduct of government, general government expenses, or political activities.

Acquisition/Disposition: Includes acquisition of real property, in whole or in part, by purchase, long-term lease, donation, or otherwise for any public purpose. Real property to be acquired may include land, air rights, easements, water rights, rights-of-way, buildings and other property improvements, or other interests in real property.

Demolition/Clearance: Includes clearance, demolition, and removal of buildings and improvements including movement of structures to other sites.

Economic Development Activities: Includes but are not limited to: (1) construction by the grantee or subrecipient of a business incubator designed to provide inexpensive space and assistance to new firms to help them become viable businesses, (2) loans to pay for the expansion of a factory or commercial business, and (3) training for by persons on welfare to enable them to qualify for jobs created by CDBG-assisted special economic development activities. The level of public benefit to be derived from the economic development activity must be appropriate given the amount of CDBG assistance.

Homeownership Assistance: Includes financial assistance for down payments, closing costs or other part of the purchase process and counseling for pre-purchase, post-purchase or foreclosure prevention.

Rehabilitation: Includes single-family rehabilitation, multi-family rehabilitation, energy efficiency improvements, public housing modernization, and rehabilitation of commercial properties.

Relocation: Includes relocation payments and assistance to displaced persons, including individuals, families, businesses, non-profits, and farms, where required under section 570.606 of the regulations (pursuant to the Uniform Relocation Act).

Public Facilities/Improvements: CDBG funds may be used by the subrecipient or other public or private nonprofit entities for the acquisition (including long term leases for periods of 15 years or more), construction, reconstruction, rehabilitation (including removal of architectural barriers to accessibility), or installation, of public improvements or facilities. This includes neighborhood facilities, firehouses, public schools, libraries, and shelters for homeless people, as well as water and/or sewer treatment plants. Buildings for the general conduct of government cannot be acquired or improved with CDBG funds.

Public Services: CDBG funds may be used to provide public services (including labor, supplies, and materials), provided that each of the following criteria is met: 1) The public service must be either a new service or a quantifiable increase in the level of service; and 2) The amount of CDBG funds obligated within a program year to support public service activities may not exceed 35% of a city's allocation and the total public services of all subrecipients may not exceed 15% of the total grant awarded to Dakota County for that year.

Planning: Includes studies, analysis, data gathering, preparation of plans, and identification of actions that will implement plans. The types of plans which may be paid for with CDBG funds include but are not limited to comprehensive plans, individual project plans, community development plans, capital improvement programs, small area and neighborhood plans, environmental and historic preservation studies, and functional plans (such as plans for housing, land use, energy conservation, or economic development). Except for small cities and townships, the amount of CDBG funds obligated within a program year to support planning activities may not exceed 15% of a community's allocation.

General Grant Administration: CDBG funds may be used for general administration costs incurred by a subrecipient to administer its CDBG program. CDBG grant funds obligated to general grant administration may not exceed 10% of the community's allocation. Administration costs directly associated with a CDBG activity should be part of the activity as project administration and are not considered general grant administration expenses. Please talk to the Dakota County CDA before you allocate funds to grant admin.

Planning and General Grant Administration Activities may not exceed 20% of the total grant awarded to Dakota County for that year.



CITY COUNCIL AGENDA REPORT

DATE: January 21, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.I.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Designation of the Official City Newspaper

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

OVERVIEW

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

The City of South St. Paul received one proposal to provide legal notice service from the St. Paul Pioneer Press. The proposal is attached but the cost is \$7.70 per column inch per publication
*(this = \$0.55 per line, there are 14 lines per column inch)

The rate for 2024 was \$7.28 per column inch for one-time publication.

SOURCE OF FUNDS

ATTACHMENTS

1. Pioneer Press Bid

Deanna Werner
City of South St Paul

Dear Deanna Werner,

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

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

Our Legal Publication rates for all notices for 2025 are as follows:

\$7.70 per column inch per publication *(this = \$0.55 per line, there are 14 lines per column inch)

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

Full Run – 124,711, all notices will be published full run.

DEADLINE TO SUBMIT LEGAL NOTICES:

Deadlines for Liner (text only) ads.	
Publication Day	Deadline to submit materials
Monday	Friday, 4pm
Tuesday	Monday, 12pm
Wednesday	Tuesday, 12pm
Thursday	Wednesday, 12pm
Friday	Thursday, 12pm
Saturday	Friday, 11am
Sunday	Thursday, 4pm

Deadlines for Display ads.	
Notice includes chart, graphics, map, or any special formatting.	
Publication Day	Deadline to submit materials
Monday	Friday, 2pm
Tuesday	Monday, 11am
Wednesday	Tuesday, 11am
Thursday	Wednesday, 11am
Friday	Thursday, 11am
Saturday	Friday, 9am
Sunday	Thursday, 3pm

All legal notices should be emailed to legals@pioneerpress.com after doing so, you'll be sent an email confirming receipt of your information and you'll be contacted shortly. You will be emailed a proof (which includes the cost). An affidavit will be emailed after the notice publishes.

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

Thank you,



True Lee – Advertising
tlee@pioneerpress.com





CITY COUNCIL AGENDA REPORT

DATE: January 21, 2025
DEPARTMENT: Human Resources
PREPARED BY: Shelly Anderson
AGENDA ITEM NUMBER: 8.J.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Submission of 2025 Pay Equity Report

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve 2025 Pay Equity Report and authorize submittal of report to State.

OVERVIEW

The City of South St Paul has been notified of its obligation to submit a pay equity implementation report for the year ending 2024 to Minnesota Management and Budget, as mandated by the Local Government Pay Equity Act (Minn. Stat. 471.991-471.999) and Minnesota Rules, Chapter 3920. The attached report must be approved by the City Council and submitted to the State no later than January 31, 2025.

To determine compliance, the Pay Equity Report utilizes job points assigned to each position. As part of the compensation study completed in 2022, the city adopted the Classification Matrix System (CMS) to establish job points for each job class.

The State will review the attached report to assess whether the City of South St Paul meets the required compliance tests. The review includes three testing areas: 1) Statistical Analysis Test; 2) Salary Range Test; and 3) Exceptional Service Pay Test. Below are the minimum passing requirements for each test, along with the City's results.

	<u>State Minimum Requirement</u>	<u>City of SSP Results</u>
(1) Statistical Analysis Test	Underpayment ratio of 80% or more	116.129
(2) Salary Range Test	Result of 0%, or 80% or more	89.49
(3) Exceptional Service Pay Test	Result of 0%, or 80% or more	0.00

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Compliance Report

Compliance Report

Jurisdiction: South St. Paul
125 - 3rd Avenue North

Report Year: 2025
Case: 1 - 2024 Data (Private (Jur Only))

South St. Paul, MN 55075

Contact: Shelly Anderson

Phone: (651) 554-3203

E-Mail: sanderson@sspmn.org

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	31	18	4	53
# Employees	54	23	34	111
Avg. Max Monthly Pay per employee	7909.65	7886.61		7827.97

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 116.129 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	19	12
b. # Below Predicted Pay	12	6
c. TOTAL	31	18
d. % Below Predicted Pay (b divided by c = d)	38.71	33.33

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 75	Value of T = -0.486
------------------------------	---------------------

a. Avg. diff. in pay from predicted pay for male jobs = 13

b. Avg. diff. in pay from predicted pay for female jobs = 60

III. SALARY RANGE TEST = 89.49 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 4.38

B. Avg. # of years to max salary for female jobs = 4.89

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP = 3.23 *

B. % of female classes receiving ESP = 0.00

*(If 20% or less, test result will be 0.00)



CITY COUNCIL AGENDA REPORT

DATE: January 21, 2025
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.K.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Ammendment of Lease for 265 Echo Lane at the South St. Paul Airport

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution No. 2025-11 Approving Amendment of Lease for 265 Echo Lane at the South St. Paul Airport.

OVERVIEW

The City Council is required to approve amendments to leases at the airport. Dawn Patrol 92, LLC and Tim Zemanovic entered into a lease with the City of South St. Paul on June 3, 2024 for Block 12, Lot 11, Outlot C, Airport Rearrangement, also known as 265 Echo Lane at the South St. Paul Municipal Airport. Mr. Zemanovic is operating his business, Fillmore Aviation, LLC out of 265 Echo Lane. The original hangar lease was a standard lease which does not allow a commercial business operation. The Lease is being amended to a commercial lease with commercial rates beginning with the 2025 land lease payment.

This amendment of lease will change the lease from a standard lease to a commercial lease.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 8-K Resolution 265 Echo Lane Amendment of Lease

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-11

**RESOLUTION RELATING TO AIRPORT:
APPROVING AMENDMENT OF LEASE (265 ECHO LANE) AT THE SOUTH ST.
PAUL AIRPORT.**

WHEREAS, The City Council has reviewed and considered an amendment of lease for a certain ground lease, Dawn Patrol, 92, LLC (Lessee), with regard to the following described property:

Lot 11, Block 12, Outlot C, Airport Rearrangement , also known as 265 Echo Lane

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

Adopted this 21st day of January 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: January 21, 2025
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.L.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Right of First Refusal at the Fleming Field Airport

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution No. 2025-12, Approve Right of First Refusal at Fleming Field with Robby Timmons

OVERVIEW

Robby Timmons is considering leasing a hangar lot in the West Hangar Area at the airport. Mr. Timmons is working on the construction plans and finalizing the details and costs to build the hangar as soon as possible.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Right of First Refusal - Timmons

RIGHT OF FIRST REFUSAL AGREEMENT TO LEASE WEST SIDE HANGAR LOT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (Agreement) is made, entered into and effective this 21st day of January, 2025, by and between City of South St. Paul, a Minnesota municipal corporation, (City) and Robby Timmons (Prospective Tenant). For and in mutual consideration and subject to the terms and conditions of this Agreement, and in reliance upon the representations, recitals, warranties and covenants of the parties herein contained, the parties hereby agree as follows:

ARTICLE 1 **RECITALS**

Recital No. 1. Prospective Tenant desires to lease certain real property from City for the purposes of constructing and utilizing an aircraft hangar.

Recital No. 2. Prospective Tenant intends to incur certain expenses, including, but not limited to, design and architectural services related to its proposed utilization of the Hangar Property.

Recital No. 3. Prospective Tenant desires to purchase a leasehold Right of First Refusal to lease the Hangar Property so as to prevent Prospective Tenant from incurring unnecessary expenses, in the event the City leases the Hangar Property to someone else prior to the City entering into a lease with Prospective Tenant.

ARTICLE 2 **DEFINITIONS**

2.1 Terms. The following terms, unless elsewhere defined specifically in this Agreement, shall have the following meanings as set forth below.

2.2 City. “City” means the City of South St. Paul, Minnesota, a Minnesota municipal corporation.

2.3 Prospective Tenant. Prospective Tenant means Robby Timmons

2.4 Hangar Property. “Hangar Property” means, individually and collectively, that certain real property located in the County of Dakota, State of Minnesota, described and identified on the attached Exhibit A. Hangar Property shall also include all of the right, title and interest of the City in and to any easements, access, permits, rights-of-way, privileges, appurtenances and right to the same belonging to or inuring to the Hangar Property.

ARTICLE 3
RIGHT TO LEASE

3.1 Right To Lease For Hangar Construction. From the date of this Agreement until July 21, 2025, City shall not lease the Hangar Property without first providing Prospective Tenant a right to lease the Hangar Property. If City desires to lease the Hangar Property to another identified third party tenant, then City shall provide Prospective Tenant with a written offer that comprises the following:

- a) written notice to Prospective Tenant of intent to lease;
- b) an outline of all the other terms and conditions of the proposed lease;
- c) the total proposed lease amount.

Prospective Tenant shall have ten (10) days from such offer to elect in writing to lease the Hangar Property for the price and in the manner described in the offer. If Prospective Tenant within the ten (10) day period elects to lease, then Prospective Tenant shall provide written notice to the City and the lease shall be executed within twenty (20) days after Prospective Tenant has given such written notice.

If as a result of the process set forth above, Prospective Tenant has not elected to lease, then the City shall have the right to lease the Hangar Property to the third party tenant.

3.2 Payment/Lease Credit. As consideration for the Right of First Refusal granted to Prospective Tenant in Section 3.1 above, Prospective Tenant has paid City \$100.00 the receipt of which City acknowledges. In the event that the parties enter into a lease for the Hangar Property, the \$100.00 payment shall be credited, by City, to rent payable thereunder.

3.3 Termination. The rights granted to Prospective Tenant hereunder, including, specifically the Right of First Refusal created by Section 3.1, shall terminate on the earlier of the following:

- a.) July 21, 2025.
- b.) Such time as the Prospective Tenant and City enter into a lease for the Hangar Property.

ARTICLE 4

MISCELLANEOUS

4.1 Headings. The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.

4.2 Modifications. All modification to this Agreement must be in writing and signed by the parties hereto.

4.3 Entire Understanding. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior arrangements and understandings between the parties hereto.

4.4 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4.5 Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

4.6 Binding Upon the Hangar Property. This Agreement runs with the Hangar Property and shall be binding upon the Hangar Property.

4.7 Binding Upon Parties and Assigns. This Agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

4.8 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

ARTICLE 5
NOTICE TO PUBLIC

5.1 Notice to Public. Upon recording, this Agreement shall serve as notice to the public of Custom Services Group Inc. right of first refusal to lease the Hangar Property.

ARTICLE 6

NOTICES

Any notices hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to City: South St. Paul Airport
Attention: Airport Manager
1725 Henry Ave.
South St. Paul, MN 55075

If to Prospective Tenant: Robby Timmons
1830 Brighton Trail
Woodbury, MN 55125
robbywtimmons@gmail.com
903-372-4424

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the day of mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove first set forth.

City of South St. Paul

By: _____
James P. Francis
Its: Mayor

By: _____
Deana Werner
Its: City Clerk

By: _____
Robby Timmons

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me, a notary public, on the _____ day of _____, 2025, by Jimmy P. Francis and Deana Werner, the Mayor and City Clerk respectively of the City of South St. Paul, a Minnesota municipal corporation on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me, a notary public, on the _____ day of _____, 2025, by Robby Timmons.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF HANGAR PROPERTY

Lot 11, Block 3, Airport Rearrangement 4th Addition.

According to the plat thereof on file and of record in the office of the Dakota County Recorder.



CITY COUNCIL AGENDA REPORT

DATE: January 21, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.M.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Work Session Minutes of January 13, 2025

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

Approval of meeting minutes for the City Council Work Session held on Monday, January 13, 2025.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 01-13-2025 Work Session Minutes

South St. Paul City Council Work Session

Session Notes for January 13, 2025

1. CALL TO ORDER

Mayor Jimmy Francis called the City Council Work Session to order at 7:00 PM on Monday, January 13th, 2025.

No formal Council Action is taken at a work session meeting, this is a summary of discussion that took place.

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

Absent: None

Staff Present:

Ryan Garcia, City Administrator

Clara Hilger, Director of Finance

2. DISCUSSION ITEMS

A. 2024 Third Quarter Financial Report

Finance Director Clara Hilger provided a brief summary of the 2024 Third Quarter Financial Report. Ms. Hilger conveyed that the report revealed no worrisome variances in operating funds for the third quarter and that no budget adjustments were necessary or proposed for the third quarter. Ms. Hilger noted that due to the absence of findings from the most recent financial audit, the Third Quarter Financial Report did not include reference to any previous audit findings or notes. Councilmember Seaberg expressed support for continuing to include such references with future Quarterly Financial Reports to the Council, which Council agreed were meaningful and helpful. The 2024 Third Quarter Financial Report will be placed on the January 21, 2025, Consent Agenda for formal council action.

B. Worksession Format Discussion

City Administrator Ryan Garcia provided a summary overview of potential adjustments to the time, frequency, manner, format, and location of City Council Work Sessions. Following discussion of various options as outlined in the work session cover report, City Council's consensus was that continuing to conduct work sessions on the 2nd and 4th Mondays of each month at 7:00 PM was optimal. At this time, the Council felt encouraging in-person participation in work sessions was of value and will not pursue televising or otherwise broadcasting work sessions. For 2025 work sessions and going forward, Staff will prepare written Session Notes to be published and approved on a following Business Meeting of the Council.

3. COUNCIL COMMENTS & QUESTIONS

- Mayor Francis noted that the City Attorney RFP is due on Friday, January 17th, and assigned Councilmembers Hansen and Thompson to the Proposal Review Team.
- City Administrator Garcia advised that the Office of Administrative Hearings Denied a motion by Blue Ox for summary disposition of the Minnesota Department of Transportation's denial of a Billboard Application on City-Owned property adjacent to I-494.
- Councilmember Hansen requested a future work session discussion on Councilmember Salaries.

4. ADJOURNMENT

There being no further business to come before the City Council at the regular work session meeting, Mayor Francis declared the meeting adjourned at 7:42 PM.

Respectfully submitted,

/s/: Ryan Garcia

City Administrator



CITY COUNCIL AGENDA REPORT

DATE: January 21, 2025
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.N.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Lease at the South St. Paul Airport

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution No. 2025-13 Approving Lease at the South St. Paul Airport with Jerry Robertson for Suite 1 at 1725 Henry Ave.

OVERVIEW

The City Council is required to approve leases at the airport. City staff has prepared a lease for Suite 1 at the Airport Terminal Building located at 1725 Henry Ave for Jerry Robertson on the approved lease form.

The lease is a 1-year lease with two additional 1-year renewals for a total of 3 years.

Airport staff recommends approval of this lease.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 8-N Resolution for Techcited, LLC Lease 1-21-25
2. Jerry Robertson Office Lease 2025-2027 (1)

RESOLUTION NO. 2025-13

**RESOLUTION RELATING TO AIRPORT:
APPROVING LEASE AT FLEMING FIELD
WITH JERRY ROBERTSON**

WHEREAS, The City Council has reviewed and considered a Lease for Suite 1 at the Airport Terminal Building located at 1725 Henry Avenue (the “Lease”);

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

1. That the forms, terms and provisions of the Leases and the transactions contemplated thereby are in all respects, hereby approved and adopted.
2. That the Mayor and the City Clerk are hereby authorized and directed to sign the Leases in the name and on behalf of the City in the form hereby approved.

Adopted this 21st day of January 2025.

City Clerk

AIRPORT LEASE AGREEMENT

CITY OF SOUTH ST. PAUL
[Landlord]

AND

JERRY ROBERTSON

[TENANT]

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LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the 1st day of February, 2025, between the City of South St. Paul, a municipal corporation of the State of Minnesota, (“Landlord”) and Jerry Robertson (“Tenant”), each of the foregoing being sometimes referred to individually as “party” or collectively as “parties.”

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

SECTION 1 **LEASE**

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

Suite 1
1725 Henry Avenue
South St Paul, MN 55075

(hereinafter “Leased Premises”)

- 1.2 Tenant shall have the privilege of using the public portions of the Airport, such as runways and other public facilities provided by Landlord, upon such terms and subject to the rules, regulations and charges for such use as now exist or may hereafter be established by Landlord by ordinance, resolution or agreement with Tenant.
- 1.3 Tenant agrees that Tenant is leasing the Leased Premises on an “as-is,” “where is” and “with all faults” basis, based upon Tenant’s own judgment, and Tenant disclaims any reliance upon any statement or representation whatsoever made by Landlord regarding the Leased Premises or the Airport. Landlord makes no warranty with respect to the Leased Premises, either express or implied. Landlord specifically disclaims any warranty of merchantability or fitness for any particular purpose and liability for any consequential damages arising out of the use or the inability to use the Leased Premises, or any part thereof.

SECTION 2 **LEASE TERM**

Subject to Tenant’s ability to extend the Lease as provided in Section 3.1, the term of this Lease (“Term” or “Initial Term”) shall be for a period of one (1) year commencing on February 1,

2025 (“Commencement Date”), unless earlier terminated as provided in this Lease.

SECTION 3

EXTENDED TERM

- 3.1 Tenant shall have the option to extend the Initial Term of this Lease for up to two additional one (1) year terms (“Extended Terms”) from and after the expiration of the Initial Term of this Lease, by giving written notice of the exercise of this option to Landlord not less than one (1) month prior to the expiration of the Initial Term of this Lease and the successive First Extended Term, if any. The option to renew for either of the Extended Terms is subject to the following terms and conditions:
- (i) No default exists in the performance by Tenant of any of the terms of this Lease;
 - (ii) That the Lease Term and the Extended Terms, if any, shall not cause the Lease to continue for more than three (3) years from the Commencement Date of the Lease.

SECTION 4

RENT

- 4.1 During each month of this Lease, Tenant shall pay to Landlord on or before the first of each month a monthly rent (“Rent”) as calculated in this Section. In the event of any fractional month occurring during the Term of this Lease, Tenant shall pay rent on a pro rata basis calculated on the ratio of the actual number of days of possession by Tenant to the total number of days in the month in question.
- 4.2 The Monthly Rent during the Initial Term of the Lease shall be **\$315.00**. If Tenant elects to extend the Lease for either of the Extended Terms as provided in Section 3.1, the monthly rent shall be adjusted upward for the First Extended Term to **\$320.00** and to **\$325.00** for the Second Extended Term as further shown in the attached Rent schedule on Exhibit A, which is herein incorporated by reference.

SECTION 5

USE OF LEASED PREMISES

- 5.1 The Leased Premises and the building(s) presently thereon and/or those buildings which will be built thereon by Tenant shall be used solely for the following purposes and for no other purpose by Tenant or by other parties to whom Tenant may assign this Lease: [check use(s)]
- ___X___ Other (specify) Office
- 5.2 Use of the Leased Premises for any purpose not expressly provided for in this Section shall

constitute a default under this Lease unless Landlord provides written approval for such use prior to commencement of the use.

SECTION 6

CONDUCT OF OPERATIONS

- 6.1 In the conduct of their authorized activities on the Leased Premises and in the Airport, Tenant and any person or entity operating under any agreement with Tenant, shall furnish services on a fair, equal and non-discriminatory basis to all users thereof, and shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided, however, that Tenant and those operating under agreement with Tenant shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- 6.2 Tenant shall have the nonexclusive privilege to use the public portions of the Airport, including, without limitation, parking areas, taxiways and roads, subject to the rules and regulations which now exist or are hereafter enacted by Landlord regarding such use and subject to such usage charges as may be established by Landlord.
- 6.3 This Lease shall not be construed in any manner to grant Tenant, or those claiming under Tenant, the exclusive right to use any part of the Airport, except the Leased Premises.

SECTION 7

TENANT'S CONSTRUCTION OF IMPROVEMENTS

- 7.1 Tenant agrees that any improvements constructed by Tenant upon the Leased Premises shall be constructed at no cost to Landlord, and that construction of any improvements shall occur within a time period approved by Landlord.
- 7.2 The construction of all improvements must be built pursuant to the Building Standards Policy attached as Exhibit B, which is herein incorporated by reference.
- 7.3 Before commencing any improvements, and before commencing any repair or alteration costing in excess of One Thousand Dollars (\$1,000), Tenant shall furnish to Landlord for Landlord's approval:
 - (i) The plans for such work;
 - (ii) The estimated cost of completing the work;
 - (iii) Unless waived in writing by Landlord, a bond or other security in amount, form and with surety satisfactory to Landlord, conditioned for the commencement and completion and payment for such work, and against loss or damage by reason of

mechanic's liens; and

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

7.4 Tenant shall only proceed with the construction of the improvements upon the Leased Premises after receipt of written approval from Landlord for the plans for the improvements.

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

- (i) Prior to the commencement of any construction, repair or alteration, procure from the necessary authorities any building or other permits that may be required;
- (ii) Do or cause the work to be done in a good and workmanlike manner and to be completed within the required time and in conformity with such building codes, zoning ordinances and regulations and orders of any lawful authority applicable to the Airport;
- (iii) Keep the Leased Premises and every building, structure and improvement on the Leased Premises free and clear from all liens for labor performed and materials furnished therefore;
- (iv) Defend, at Tenant's own cost and expense, each and every lien asserted or filed against any portion of the Leased Premises, or against the building, structure or improvement thereon and pay each and every judgment made or given against any portion of the Leased Premises, or against the building, structure or improvement thereon; and
- (v) Indemnify and hold Landlord harmless from each and every claim, demand, action and cause of action arising out of or in connection with any act or omission of Tenant, or of any agent, employee or contractor of Tenant, with respect to the removal, erection, alteration, enlargement or extension of any improvement on the Leased Premises, or arising out of or in connection with the assertion or filing of any lien on said land or against any building, structure or improvement thereon.

SECTION 8

BUILDING MAINTENANCE

Tenant, at Tenant's own cost and expense, shall take good care of the Leased Premises and

improvements at any time located thereon and shall keep and maintain the same in good order and repair and in a clean and neat condition. Tenant shall not suffer or permit any waste or nuisance on the Leased Premises or anything thereon which interferes with the rights of other tenants or the Landlord in connection with the use of the Airport premises not leased to Tenant.

SECTION 9 **INSURANCE**

- 9.1 Tenant shall, at Tenant's sole cost and expense, maintain in effect at all times during the Term of this Lease a "Commercial General Liability Insurance" policy on an "occurrence" rather than on a "claims made" basis, with a total combined policy limit of not less than the limitation of liability of Landlord under Minnesota Statutes Chapter 466, or any successor statute, which policy shall include, but not be limited to, coverages for Bodily Injury, Property Damage, Personal Injury and Contractual Liability (applying to this Lease), or an equivalent form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad as the above. Such policy shall name Landlord as an additional insured. Policies for such liability coverage shall be in a form and issued by an insurer reasonably acceptable to Landlord and shall require at least thirty (30) days prior written notice to Landlord of termination or material alteration. Tenant's liability insurance shall be primary with respect to Landlord and its agents and not participating with any other available insurance. Tenant shall deliver to Landlord on the Commencement Date of this Lease and on each Anniversary Date thereafter insurer-certified copies of such policies, certificates or other evidence reasonably satisfactory to Landlord confirming the terms of such insurance, confirming that premiums thereon have been paid at least one (1) year in advance and confirming that the policies are in full force and effect.
- 9.2 Tenant shall carry owners-tenants combined single limit coverage for bodily injury, property damage and all damages for any one incident of at least One Million Dollars (\$1,000,000.00).
- 9.3 Each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance. The parties agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive any writing prior to a loss, any or all right of recovery against any party for loss occurring to the property described therein."

SECTION 10 **INDEMNIFICATION**

- 10.1 Tenant agrees to indemnify and hold Landlord harmless from any and all loss, damage, claims, judgments, litigation expenses and costs for any injury to persons or damage to property from any act or omission of Tenant, its employees, agents, subsidiaries, licensees and sublessees while on or about the Airport or the Leased Premises, and Landlord shall not be liable to any extent for, nor will Tenant make any claim against Landlord for or on account of any injury, loss or damage to the Leased Premises, the buildings or structures thereon, the personal property and facilities located therein, or to any person or property at any time on the Leased Premises whether occasioned by fire, water, smoke, steam, gas, electricity or other agency or instrumentality which may come or be on the Leased Premises or occasioned by any other cause. The Tenant's indemnity obligation is not limited by the insurance required in Sections 9.1 and 9.2.
- 10.2 Nothing in this Lease shall cause Landlord in any way to be construed as partner, joint venturer or associated in any way with Tenant in the operation of the Leased Premises, or subject Landlord to any obligation, loss, charge or expense connected with or arising from the operation or use of the Leased Premises or any part thereof.

SECTION 11
PAYMENT OF TAXES AND OTHER CHARGES

Tenant shall pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes. If Tenant shall fail to pay any of the taxes, assessments, license fees or other charges when the same become due, Landlord may pay the same, together with any cost or penalty which may accrue thereon, and collect the entire amount so paid from Tenant and Tenant agrees to pay the entire amount to Landlord upon demand.

SECTION 12
SERVICES AND UTILITIES

- 12.1 Tenant agrees to promptly pay all claims, in addition to Rent, for all utilities or other services supplied to or consumed by Tenant on the Leased Premises, including, without limitation, telephone, cable television and all similar services provided.

SECTION 13
INTENTIONALLY OMITTED

SECTION 14
RIGHT TO REMOVE IMPROVEMENT(S) AND PERSONAL PROPERTY

AT END OF LEASE TERM

- 14.1 Upon termination of this Lease, whether on account of default or by lapse of time, Tenant shall not have the privilege of removing from the Leased Premises any improvement(s) thereon belonging to Tenant and Tenant shall restore, at Tenant's cost and expense, the Leased Premises to as good condition as they were in when they were entered upon by Tenant, reasonable wear and tear excepted, provided Tenant does so within thirty (30) days after the termination of this Lease. If said personal property is not so removed within said thirty (30) day period, Tenant hereby conveys and transfers the same to Landlord and the title thereto shall vest in Landlord without further act or conveyance; provided, however, that if following commencement of removal or notice of intention to remove, Tenant shall demonstrate to Landlord that for reasons beyond the control of Tenant such removal cannot be completed within said thirty (30) day period, Landlord may allow Tenant a reasonable extension of time for such removal.
- 14.2 At Landlord's sole discretion, Tenant may be required to remove any and all improvement(s) or personal property from the Leased Premises at the end of the Lease Term, regardless of whether the requirements of Section 14.1 have been met. Landlord shall inform Tenant in writing no less than thirty (30) days prior to the end of the Lease Term or Extension Term if Landlord will require Tenant to remove the improvement(s) from the Leased Premises. Tenant's failure to remove the improvement(s) at Landlord's direction shall result in Landlord removing the improvement(s) at Tenant's sole expense.

SECTION 15 **TENANT'S RIGHT TO SUBLEASE OR ASSIGN**

- 15.1 Sublease. Tenant may not sublease all or any part of the Leased Premises without the prior written approval of Landlord.
- 15.2 Assignment. Tenant may not, voluntarily or by operation of law, assign, mortgage, pledge or otherwise transfer this Lease without the prior written consent of Landlord. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of the shares of voting stock so as to result in a change of the present effective voting control of Tenant shall constitute an assignment of this Lease, and as such, shall require the prior written consent of Landlord.
- 15.5 If Tenant desires to assign the Lease, it shall so notify Landlord in writing at least thirty (30) days prior to the proposed effective date of the assignment. Tenant shall provide Landlord with a copy of the proposed assignment and any other relevant information requested by Landlord.

SECTION 16 **QUIET ENJOYMENT**

- 16.1 Landlord covenants and agrees with Tenant that upon Tenant's paying said Rent and keeping, paying and performing all the terms, covenants and conditions of this Lease on Tenant's part to be kept, paid and performed, Tenant may, except for reasons beyond the control of Landlord, peaceably and quietly have and hold the Leased Premises for the Term of this Lease.
- 16.2 Notwithstanding the above, Landlord and its agents or representatives shall have the right to enter the Leased Premises, to inspect the same for operations conducted from and on the Leased Premises and for the purpose of making repairs or improvements to any adjoining premises or to the Airport and to install through or upon the Leased Premises such pipes, wires and appurtenances as it may deem necessary or useful to the operation of the Airport, but the making of such repairs, improvements, or installations shall be done in such manner as will not interfere materially with the use and enjoyment of the Leased Premises by Tenant, except in cases of emergency.

SECTION 17 **LANDLORD'S OPERATION OF AIRPORT**

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

SECTION 18 **DEFAULT BY TENANT**

- 18.1 The following shall constitute a default by Tenant:
- (i) Tenant fails to pay Rent and such failure to pay shall is not cured within five (5) days from the due date of the payment;
 - (ii) Tenant fails to observe or perform any of the non-monetary terms, covenants or conditions of this Lease, and such default shall continue for thirty (30) days after notice of default is given by the Landlord or Tenant shall have failed to commence the cure of such default within thirty (30) days after such notice;
 - (iii) A petition to reorganize Tenant or for an arrangement of its unsecured debts is filed;
 - (iv) Tenant is adjudicated bankrupt;

- (v) A receiver or trustee of Tenant's property is appointed by any Court;
 - (vi) Tenant makes a general assignment for the benefit of creditors;
 - (vii) The entirety of Tenant's interest in Tenant's property shall be taken by garnishment, attachment, execution or other process of law; or
 - (viii) The Leased Premises is abandoned for a period of thirty (30) days.
- 18.2 In the event of any default, in addition to any other remedies available to Landlord at law or equity, Landlord shall have the following rights:
- (i) Immediately, or at any time thereafter, without further notice to Tenant, to re-enter into or upon the Leased Premises, or any part thereof, and take possession of the same fully and absolutely without such re-entry working a forfeiture of the Rents or other charges to be paid and of the covenants, terms and conditions to be performed by Tenant for the full Term of this Lease, and in the event of such re-entry Landlord may seek the collection of the Rents or other charges to be paid under this Lease or for the properly measured damages and for the collection of its reasonable attorney's fees; and
 - (ii) Landlord shall further have all other rights and remedies including injunctive relief, ejectment or summary proceedings in unlawful detainer, and any or all legal remedies, actions and proceedings, and all such shall be cumulative Landlord shall be entitled to its reasonable attorneys' fees arising from or attributable to any such breach.
- 18.3 In the event that Landlord shall terminate this Lease as a result of Tenant's default, Landlord may recover from Tenant:
- (i) The amount of any unpaid Rent which had been earned at the time of such termination;
 - (ii) All expenses incurred by Landlord in terminating, repossessing and reletting the Leased Premises including but not limited to costs of repairs, brokerage and legal fees, and the collection of Rent;
 - (iii) Any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Leased Premises, or, if elected by Landlord as liquidated and final damages for lost Rent, in addition to the monthly deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at the stated rate of interest payable under any first mortgage or deed of trust on the Property or one (1) percent per annum over

the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Rent for the remainder of the Term exceeds the then reasonable rental value of the Leased Premises over the remainder of the Term; and

- (iv) Any reasonable attorneys' fees incurred by Landlord in enforcing its rights hereunder.

SECTION 19 **WAIVER**

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

SECTION 20 **LEGAL COSTS**

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

SECTION 21 **LIEN ON TENANT'S PROPERTY**

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

SECTION 22 **CONDEMNATION**

If it shall be in the public interest, Landlord shall have the power to condemn any part or the entirety of the Leased Premises even though it is a party to the Lease. In the event Landlord receives notification of any condemnation proceedings affecting the Leased Premises, Landlord will provide notice of the proceeding to Tenant within thirty (30) days. If a condemning authority takes all or any part of the Leased Premises as part of a taking or condemnation action, this Lease will automatically terminate as of the day of the taking or condemnation. Tenant waives any and all claim to any portion of a condemnation award awarded to Landlord.

SECTION 23

DESTRUCTION OF LEASED PREMISES

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

SECTION 24

LEASE AMENDMENTS

- 24.1 Any of the terms of this Lease may be amended upon the mutual agreement, in writing, of Landlord and Tenant, which must be executed with the same formalities as this instrument.
- 24.2 This Lease is subject to the approval of federal and state agencies. The parties agree to modify this Lease as may be necessary to obtain approval by any federal or state agencies, provided, however, that such modification does not substantially change the Term, Rent or area leased. If the modification would substantially change the Term, Rent or area leased, either party may terminate this Lease by written notice to the other party.

SECTION 25

BINDING ON SUCCESSORS

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

SECTION 26

COMMITMENTS TO FEDERAL OR STATE AGENCIES

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

SECTION 27

AIRCRAFT REGISTRATION

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

SECTION 28 **APRON AND TAXIWAY**

- 28.1 Apron. At Tenant's own expense, Tenant shall construct an apron to serve the Leased Premises.
- 28.2 Taxiway. If Landlord constructs a taxiway to serve the Leased Premises as well as other areas, Landlord may require Tenant to pay the amount resulting from the following formula:
- (i) First, Landlord shall calculate the total cost of construction of the taxiway, including all engineering, legal and administrative costs associated therewith;
 - (ii) Second, the amounts that Landlord actually receives from federal and state grants for the taxiway, if any, shall be subtracted from the total cost;
 - (iii) Third, the resulting figure from steps (i) and (ii) above shall be multiplied by a factor where the denominator is the total amount of leased or to be leased frontage that abuts taxiway (including the frontage leased to Tenant as well as others) and the numerator is the frontage of the Leased Premises abutting the taxiway;
 - (iv) The figure resulting from step (iii) above shall be paid by Tenant.

SECTION 29 **SIGNS**

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

SECTION 30 **AVIATION FUEL**

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

SECTION 31 **LEASE SUBJECT TO GOVERNMENT DEED RESTRICTIONS**

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

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

- (a) That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to render any service or furnish any parts, materials or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:
 - (1) to furnish good, prompt and efficient service adequate to meet all the demands for its service at the Airport;
 - (2) to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and
 - (3) to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: Provided, however, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers.
- (b) That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft

at the Airport from performing any services on its own aircraft with its own employees (including but not limited to, maintenance and repair) that it may choose to perform;

- (c) That is the Sponsor exercises any of the rights or privileges set forth in subsection (a) of this paragraph, it will be bound by and adhere to the condition specified for contractors set forth in said subsection (a).”

SECTION 32

HAZARDOUS SUBSTANCES

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

- (i) Death or bodily injury to any person;
- (ii) Structural damage to any property;
- (iii) Contamination of or detrimental effect upon the environment; or
- (iv) Violation of governmental laws, orders or regulations

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

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

32.3 As used in this Lease, the term “hazardous substances” is defined to include any substances, wastes, contaminants or pollutants that are now or hereafter shall be included within the definition of such term or similar replacement term, under any federal, state or local statute, ordinance, code or regulation now existing or hereafter enacted or amended,

including but not limited to the Minnesota Environmental Response and Liability Act, Minnesota Statutes Chapter 115B; Minnesota Petroleum Tank Release Clean-Up Act, Minnesota Statutes Chapter 115C as amended by Superfund Amendments and Reauthorization Act of 1986; the Asbestos Abatement Act, Minnesota Statutes Sections 326.70 through 326.81; and the State Environmental Lien Statute, Minn. Stat. §514.672, et. Seq.

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

SECTION 33 **GENERAL PROVISIONS**

- 33.1 Tenant shall comply with all terms and conditions set forth in the most recently adopted South St. Paul Airport Operations Manual and any amendments or revisions to the Manual.
- 33.2 Tenant shall comply with the all terms and conditions set forth in the Airport Contract Requirements attached as Exhibit C and incorporated herein by reference, and any amendments or revisions to the same.
- 33.3 Tenant and Tenant's employees, agents, contractors and invitees shall, at all times while on or about any part of the Airport, obey all Airport traffic rules and regulations.
- 33.4 Tenant agrees that this Lease shall terminate in the event of the withdrawal or revocation of any permit or approval to operate the Airport granted to Landlord by the agencies or agency having jurisdiction over the Airport, or the revocation of the licenses issued to Landlord for the operation of the Airport with the rents prorated as of such termination.
- 33.5 Tenant agrees that the Leased Premises are subject to all easements and encumbrances of record. Tenant shall not interfere with said easements.

SECTION 34 **NOTICES**

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

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

Attn: Airport Manager

If to Tenant: Jerry Robertson
Suite 1, 1725 Henry Avenue
South St. Paul, MN 55075

Email: Jerry@techcited.com
Phone: 651-405-1100

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

SECTION 35 **DATA PRACTICES ACT**

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

SECTION 36 **ENTIRE AGREEMENT**

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

SECTION 37 **CAPTIONS; TABLE OF CONTENTS**

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

SECTION 38 **COUNTERPARTS**

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

SECTION 39
GOVERNING LAW

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

SECTION 40
CONFLICT OF INTEREST

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

SECTION 41
MEMORANDUM OF LEASE

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

SECTION 42
THIRD PARTY BENEFICIARIES

Neither this Lease nor any provision of it shall create any right in favor of or impose any obligation upon any person or entity other than the parties to this Lease and their respective successors and permitted assigns.

SECTION 43
COMPLIANCE WITH LAWS AND REGULATIONS

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

SECTION 44
FORCE MAJEURE

The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, except for payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party (any

such delay being called “unavoidable delay” in this Lease), provided however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.

SECTION 45
NON-DISCRIMINATION

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

- (i) That no person shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the facilities on the Leased Premises on the grounds of race, sex, color, creed or national origin;
- (ii) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination on the grounds of race, sex, color, creed or national origin; and
- (iii) That Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federal-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and said Regulations as may be amended. In the event of a breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and repossess the Leased Premises, and hold the same as if said Lease had never been made or issued.

SECTION 46
SEVERABILITY

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

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

TENANT:
Techcited, LLC

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

By: _____
Name: Jerry Robertson

By: _____
Name: Deanna Werner
Title: Clerk

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

) ss.

Landlord Acknowledgment

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by James P. Francis, Mayor and Deanna Werner, City Clerk of the City of South St. Paul, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

STATE OF _____)

COUNTY OF _____)

) ss.

Tenant Acknowledgment

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Jerry Robertson.

Notary Public

EXHIBIT A

RENT SCHEDULE

The Monthly Rent for the Leased Premises shall be as follows.

LEASE TERMS	MONTHLY RENT
February 1, 2025 – January 30, 2026	\$315.00 per month
February 1, 2026 – January 30, 2027	\$320.00 per month
February 1, 2027 – January 30, 2028	\$325.00 per month

EXHIBIT B

BUILDING STANDARDS POLICY

The City of South St Paul will require the following for hangar built in Airport Rearrangement 3rd, 4th and 5th Additions:

Soffits - a minimum of 12 inches

Gable Overhangs- a minimum of 12 inches

Wainscot- a minimum of 42 inches with a maximum of 48 inches

Siding- 29-gauge factory painted baked on enamel paint

Colors:

Building- Pebble Beige

Wainscot, Soffit, Fascia, Overhangs and Trim- Evergreen, Vintage Burgundy, or
Slate Blue

Roof- White, or match the wainscot

EXHIBIT C

AIRPORT CONTRACT REQUIREMENTS

1. (/a) Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. (49 CFR Part 21 – DOT Title VI Assurance – AC 150/5100-15A)
2. (/a) Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - (a) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;
 - (b) That in the construction of any improvements on, over, or under such Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
 - (c) That Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. (49 CFR Part 21 – DOT Title VI Assurance – AC 150/5100-15A)
3. (/b) Tenant agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and no unjustly discriminatory prices for each unit or service, PROVIDED, that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)
4. (/b) Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Tenant or

its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates Tenant or any transferee for the longer of the following periods:

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

In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract. (AAIA of 1982, Section 520 – AC 150/5100-15A)

- 5. (/b) Tenant agrees that it practices nondiscrimination in their activities and will provide DBE participation in their leases as required by the sponsor, in order to meet the sponsor's goals, or required by the FAA in order to obtain an exemption from the prohibition against Long-term exclusive leases. (49 CFR Part 23 – AC 150/5100-15A)
- 6. (/b) Tenant agrees that it shall insert the above five provisions in any lease (agreement, contract, etc.) by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Leased Premises. (See the documents referenced for the above clauses)
- 7. (/b) It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and Landlord reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. (Federal Aviation Act of 1958 Section 308(a) – AC 150/5100-16A)
- 8. (/c) Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or hindrance. (FAA Order 5190.6A - AGL-600)
- 9. (/c) Landlord reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard. (FAA Order 5190.5A – AGL-600)

10. (/c) This Lease shall be subordinate to the provisions of and requirements of any existing or future agreement between Landlord and the United States, relative to the development, operation, or maintenance of the Airport. (FAA Order 5190.6A – AGL-600)
11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises. (FAA Order 5190.6A – AGL-600)
12. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport. (FAA Order 5190.6A – AGL-600)
13. By accepting this, Tenant expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Premises, above a mean sea level elevation of _____* feet. In the event the aforesaid covenants are breached, Landlord reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant. (FAA Order 5190.6A – AGL-600)
14. By accepting this Lease, Tenant expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Tenant. (FAA Order 5190.6A – AGL-600)
15. (/d)** This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency. (Surplus Property Act of 1944 – FAA Order 5190.6A – AGL-600)
16. (/b) It is clearly understood by Tenant that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to maintenance and repair) that it may choose to perform. (Assurance 22 – FAA Order 5190.6A – AGL-600)

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

Notes

- /a Mandatory in all leases/agreements if airport is obligated by a Federal Agreement since January 30, 1965.
- /b Mandatory in all leases/agreements for aeronautical services at airports subject to continuing obligations under FAAP/ADAP/AIP Agreements.
- /c Mandatory in all Use Agreements permitting aeronautical operations from adjoining non-airport property.
- /d Mandatory in all leases/agreements at airports acquired in whole or in part under Federal Surplus Property Transfer (unless the National Emergency Use Provision of the Surplus Transfer Document has been specifically released by the FAA).
- /e Mandatory in all complementary aeronautical activity leases/agreements executed after June 1, 1992.
- * Insert the number of feet mean sea level applicable to the most critical area of the parcel contained in this Lease in accordance with Part 77 of the Federal Aviation Regulations. If required, the area of a lease may be subdivided as shown on a property map to provide more than one height limitation, or more restrictive height limitations may be imposed at the discretion of the Sponsor.
- ** If the airport is not subject to the National Emergency Use Provision generally contained in Surplus Property Instruments of Disposal, Paragraph 15 above may be modified to exclude that portion of the provision, "or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency."



CITY COUNCIL AGENDA REPORT

DATE: January 21, 2025
DEPARTMENT: Engineering
PREPARED BY: Kelsey Gelhar
AGENDA ITEM NUMBER: 9.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Public Improvement Hearing - 4th Street S Rehabilitation Project

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2025-8 ORDERING IMPROVEMENT AND PREPARATION OF FINAL PLANS AND SPECIFICATIONS FOR 4TH STREET S REHABILITATION PROJECT #2025-03

OVERVIEW

The 4th Street S Rehabilitation Project is scheduled for improvements in 2025. This project includes full-depth reclamation of the existing pavement, the installation of new base and wear-course pavement, spot repairs to curb and gutter, and upgrades to existing pedestrian ramps along 4th Street S, between 1st Avenue S and 9th Avenue S. On December 16, 2024, the City Council reviewed the feasibility report and scheduled a public hearing for January 21, 2025.

SOURCE OF FUNDS

Infrastructure Fund, Storm Sewer Utility, and Special Assessments

ATTACHMENTS

1. 2025-8 - 4th Street S Rehab Order Project Auth Plans
2. 4th St S Feasibility Report

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-8

**RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF FINAL
PLANS AND SPECIFICATIONS FOR
4th STREET S REHABILITATION PROJECT 2025-03**

WHEREAS, a resolution by the City Council adopted the 16th day of December, 2024, fixed a date for a Council hearing on the proposed improvement of 2025-03 4th Street S Rehabilitation Project for the rehabilitation of 4th Street S from 1st Avenue S to 9th Avenue S with bituminous base and wear course paving, concrete curb and gutter repairs, and pedestrian ramp improvements, restoration and appurtenant work; and

WHEREAS, both published and mailed notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon the 21st day of January 2025, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

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

1. Such improvement is hereby ordered as proposed in the Council resolution adopted December 16th, 2024.
2. The City Engineering Department is hereby designated as the Engineer for this improvement, and they shall prepare the final plans and specifications for the making of such improvement.
3. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

Adopted this 21st day of January 2025.

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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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

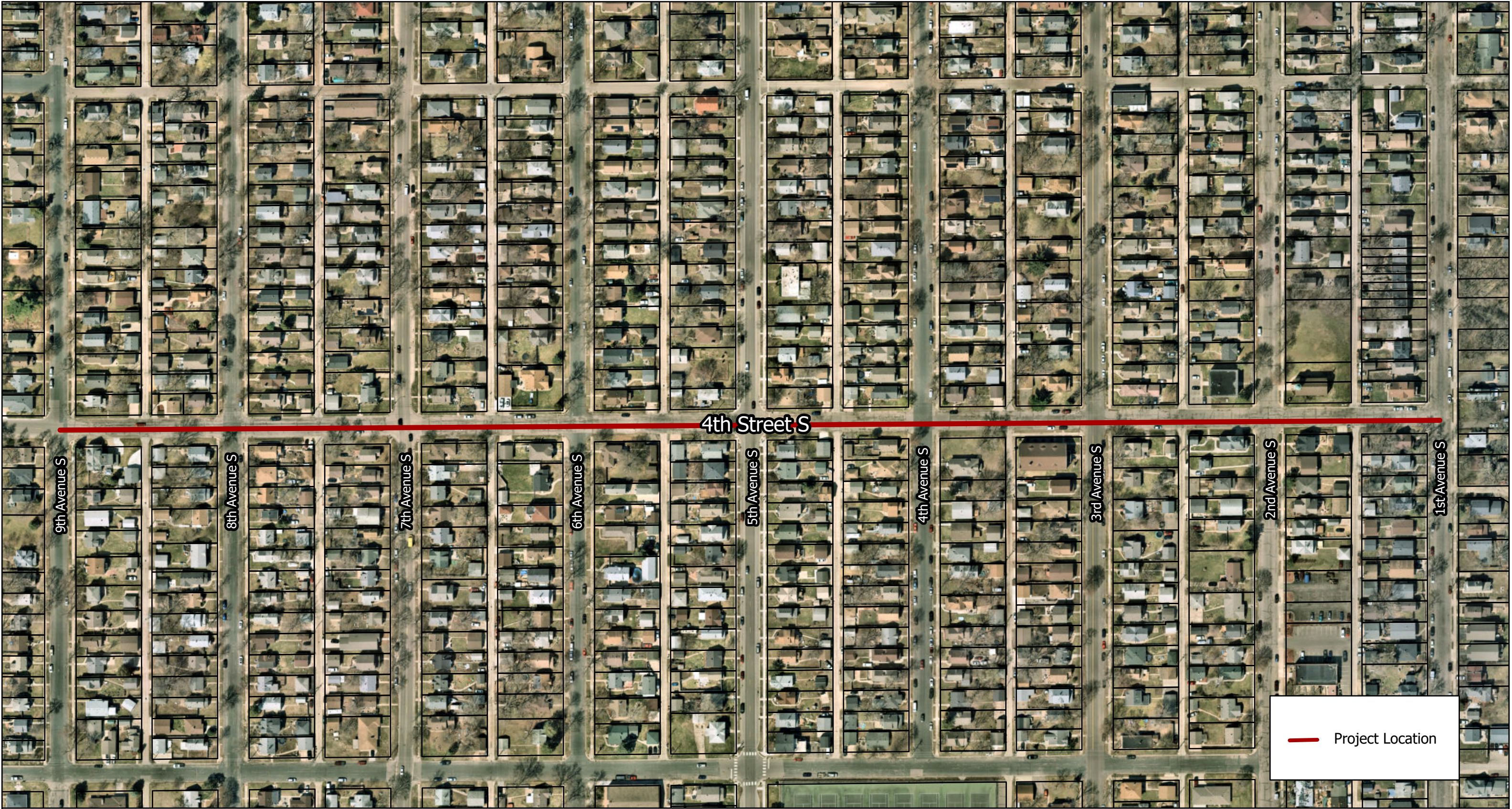
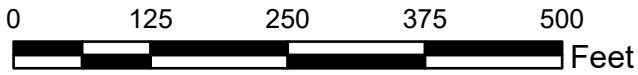


Figure 1

Project Location Map

4th Street South Rehabilitation Project

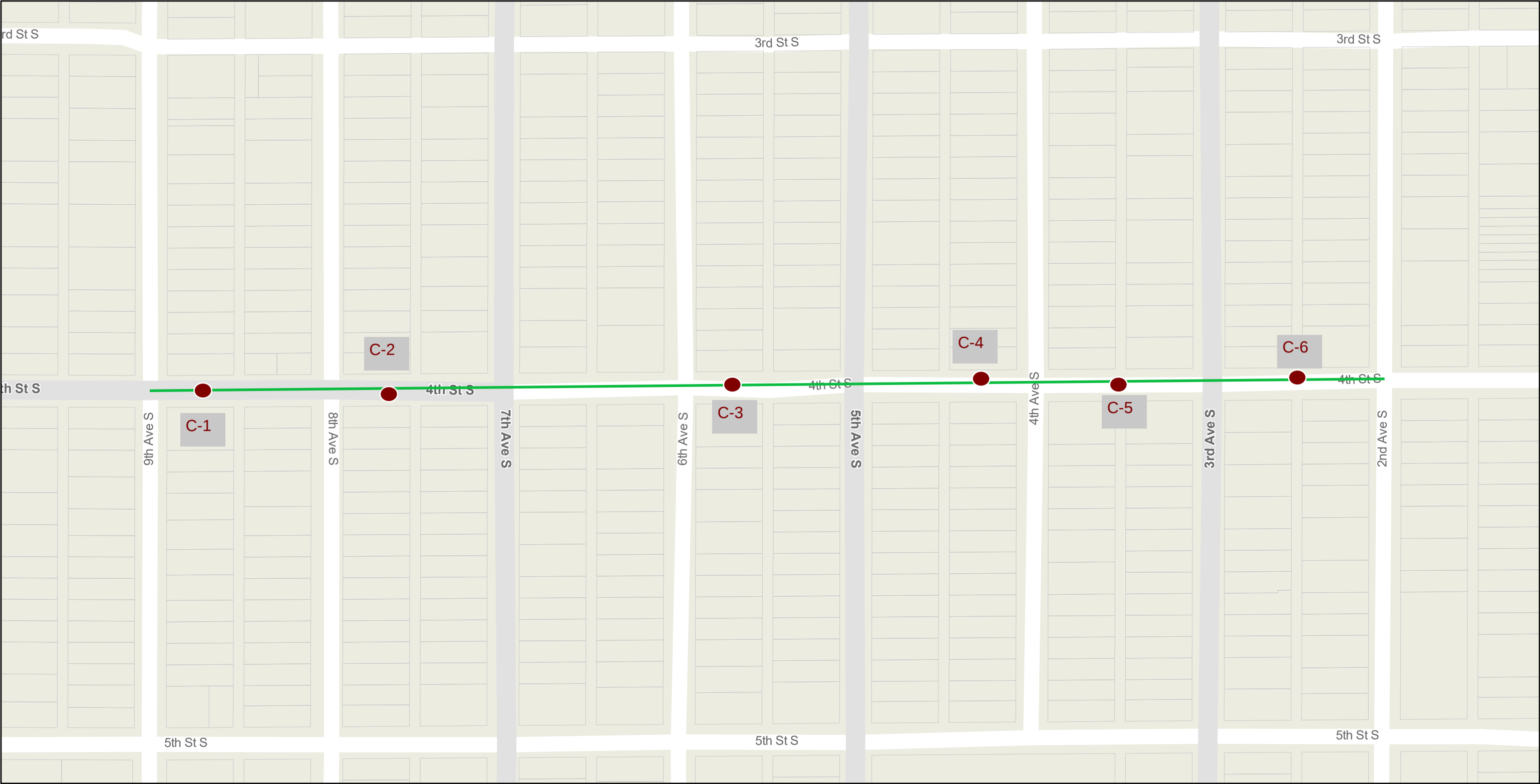
South St. Paul, MN



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

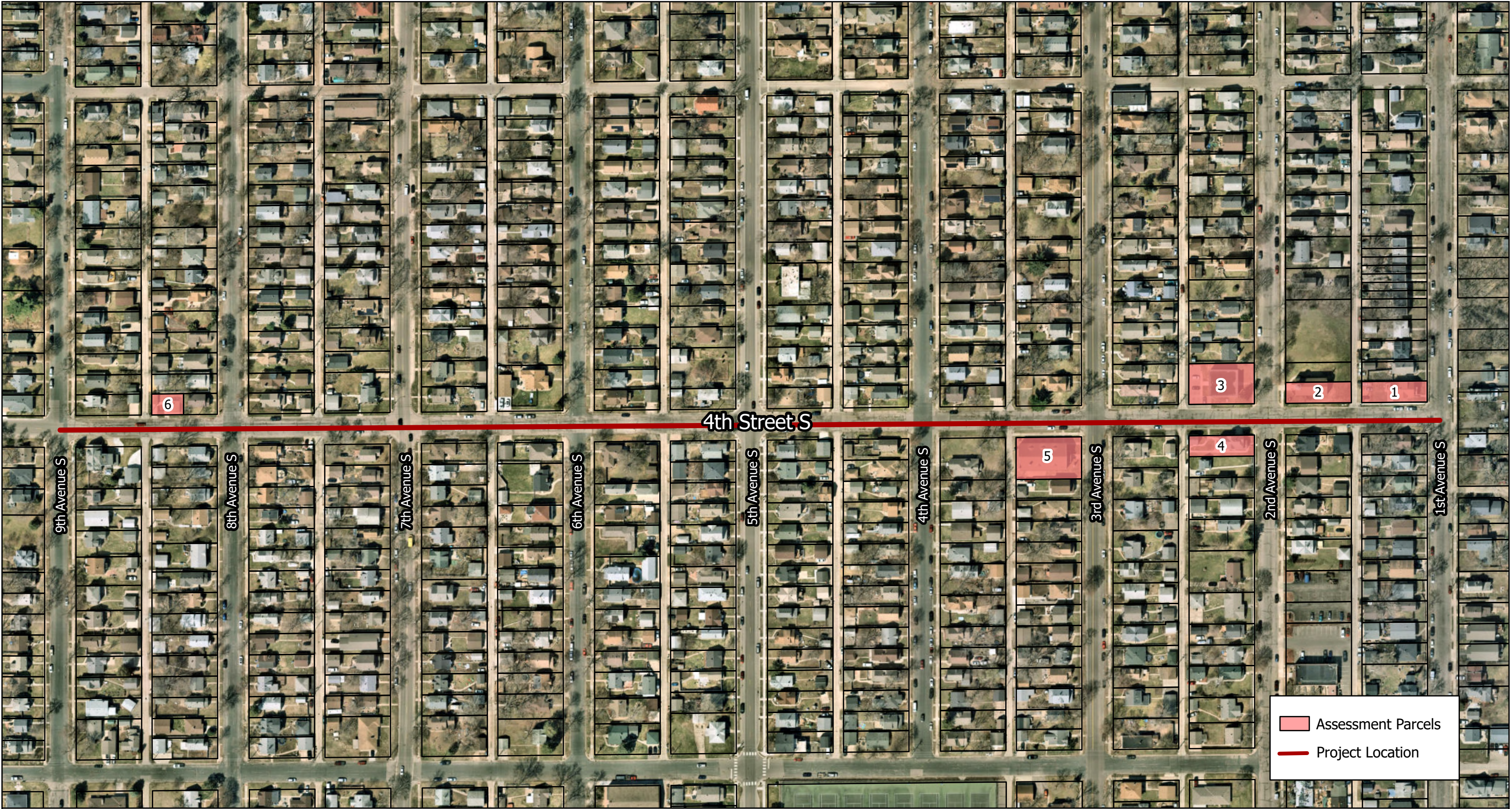
APPENDIX D
PRELIMINARY ASSESSMENT ROLL

4th Street S Rehabilitation Project - Preliminary Assessment Roll

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

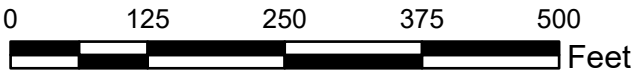
No.	Parcel ID	Address	Assessable Front Footage	Assessment Amount
1	366430016160	358 1ST AVE S	125	\$8,003.75
2	366430016150	357 2ND AVE S	125	\$8,003.75
3	366430013170	358 2ND AVE S	125	\$8,003.75
4	366430014300	400 2ND AVE S	125	\$8,003.75
5	366430011300	404 3RD AVE S	125	\$8,003.75
6	366430001162	804 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: January 21, 2025
DEPARTMENT: City Attorney
PREPARED BY: Kori Land
AGENDA ITEM NUMBER: 10.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Second Reading: Ordinance Amending City Code Chapter 38 Regarding Administrative Citation Appeals

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

1. Approve Ordinance 1430 Amending South St. Paul City Code Chapter 38 Regarding Administrative Citations.
2. Approve Resolution 2025-14 Amending the 2025 Fee Schedule to Establish a New Fee Structure for Administrative Citation Appeals.

OVERVIEW

Current Administrative Citation Appeals:

When the City issues an administrative citation, the property owner has the right to appeal, contesting either the violation, the amount of the fine, or both. This hearing must be held in front of an independent hearing officer within 30 days of the filing of the appeal. Currently, a property owner does not pay a filing fee for an appeal. If they lose their appeal, they are responsible for paying the original citation amount and only \$500 towards the cost of the appeal. The City currently covers the rest of the 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 presents the opportunity for code violators to appeal their citation, not because of a valid reason, but simply to avoid paying the fine or delay correcting the violations. The appeal is at the expense of the City Staff, who must spend time preparing for the appeal and ultimately pay the balance of the costs.

City Staff has requested the following changes to the process, which will still protect the due process rights of an appellant, while discouraging frivolous appeals, as well as make the process more efficient for City Staff.

- Property owner will be required to pay a filing fee for the appeal. If they win the appeal, the filing fee will be refunded. We are recommending a \$200 filing fee.
- The appeal hearing will be held within 60 days of the appeal (instead of 30 days), unless otherwise agreed to by the parties.
- An independent hearing officer will be chosen by the City. It can be an Administrative Law Judge, or it can be someone else. This will allow the City the flexibility to hire a third-party, such as an attorney, to hear the appeal.
- If the property owner loses the appeal, they must pay the following costs, which will be in the fee schedule:
 - Residential Property Appeal: For owner-occupied residential property, the owner will pay \$1,000 towards the costs of the hearing.
 - Residential Rental Property Appeal: For 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: For 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 or fails to pay the administrative penalty, these costs can be assessed against the property.

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Ordinance 1430
2. Resolution 2025-14

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

Ordinance No. 1430

**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 pay ~~\$500.00 toward the cost of a portion of the costs associated with~~ the hearing pursuant to 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 there is 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.* The city shall select An an independent hearing officer to preside over the hearing. The city may use who may be from the Office of Administrative law judgesHearings, or an independent third-party, at the city's sole discretion, 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 date 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 penaltyunpaid 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 civil penalty, the owner must pay a portion of the costs associated with the hearing pursuant to the City's Fee Schedule. ~~a fee up to \$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

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-14

**RESOLUTION AMENDING THE 2025 FEE SCHEDULE TO ESTABLISH A NEW FEE
STRUCTURE FOR ADMINISTRATIVE CITATION APPEALS**

WHEREAS, the City Council adopted the 2025 fee schedule on December 2, 2024 and approved an amendment on December 16, 2024; and

WHEREAS, the fees that are associated with administrative citation appeals have historically been listed in the City Code instead of the fee schedule; and

WHEREAS, at their January 21, 2025 meeting, the City Council approved Ordinance 1430 Amending Chapter 38 of the City Code Regarding Administrative Citations. The revised ordinance states that fees for administrative citation appeals will be contained within the City's fee schedule; and

WHEREAS, the City Council wishes to amend the 2025 fee schedule to establish a new fee structure for administrative citation appeals.

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

Adopted this 21st day of January, 2025.

City Clerk

<u>Code Enforcement</u>	
Reinspection Fee	\$50.00 first reinspection \$100.00 each additional reinspection
Abatement Administration Fee	\$25
<u>Administrative Citation Appeal Filing Fee (All Properties)</u>	<u>\$200</u>
<u>Residential Property Violation Upheld Appeal Hearing Fee</u>	<u>\$1,000 towards the cost of the hearing.</u>
<u>Residential Rental Property Violation Upheld Appeal Hearing Fee</u>	<u>All costs for the hearing officer and up to \$2,000 towards the City's costs.</u>
<u>Non-Residential Property Violation Upheld Appeal Hearing Fee</u>	<u>All costs for the hearing officer and up to \$7,000 towards the City's costs.</u>



CITY COUNCIL AGENDA REPORT

DATE:

January 21, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Monika Miller

AGENDA ITEM NUMBER:

10.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

First Reading - Ordinance to Make Minor Adjustments to the Zoning Code

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Introduce for a first reading an ordinance to make minor adjustments to the zoning code and clarify the intent of certain zoning regulations.

OVERVIEW

Periodically, situations arise that highlight the need to make minor adjustments to the City Code. Since many of these needs are not pressing, Staff will take note of them for future updates. Once there is a substantial list of minor code amendments, a “housekeeping” ordinance is brought forward which contains all the updates. The proposed housekeeping ordinance was created to address minor code issues that Staff have encountered over the last year as well as to take care of a few formatting issues that have been on Staff’s to-do list for a while.

The changes that are made via a housekeeping ordinance are typically small in nature and do not involve larger policy shifts. Most of the changes in the proposed ordinance either clarify intent, remove outdated regulations, or align the code with current practices. These changes are detailed further in the attached Planning Commission report. The only proposed change that borders on being a policy discussion is related to illuminated awning and canopy signs. Today, illuminated awning and canopy signs require a conditional use permit in all of the City’s zoning districts. Other types of signs that require a conditional use permit include drive-through signs, dynamic display signs, and electronic changeable signs. Illuminated awning and canopy signs look and function like illuminated wall signs, which do not require a conditional use permit. Many cities consider awning and canopy signs to be another type of wall sign and do not have extra performance standards for them. It appears to be highly unusual to require a conditional use permit for these types of signs and to treat them differently than normal illuminated wall signs. The City has not received any requests for illuminated awning/canopy signs until recently which is why this type of signage was not addressed in the sign code overhaul that took place last year.

PROPOSED UPDATES

The proposed ordinance would make the following changes to the zoning code:

- Create a definition for “zoning administrator.”
- Update the definition for “garage” to list the definition found in the State Building Code.
- Remove “tavern” from the list of uses included in the definition for commercial recreation.
- Replace “City Engineer” with “Zoning Administrator” or “Building Official” where appropriate.
- Replace “City Planner” with “Zoning Administrator” to ensure consistency throughout the code.
- Update the list of allowable building materials in the MMM district to include architectural metal siding.
- Add “resin” to the list of allowable materials for small accessory structures.
- Clarify that only finished galvanized metal roofing or siding is an acceptable material for accessory structures.
- Align the code with current practices related to the termination of variances, interim use permits, and conditional use permits where the property has not been used or improved within a year of the zoning approval.
- Remove an expired use from the Industrial District.
- Remove language that would allow for the construction of a building in the Industrial District that does not meet the architectural requirements listed in Section 118-9.
- Remove the C-1 district from the list of districts where exterior storage is allowed with a conditional use permit.
- Add the I-1 district to the list of districts where exterior storage is allowed with a conditional use permit.
- Clean up the regulations around exempt signage.
- Eliminate performance standards that treat illuminated awning and canopy signs as being different than illuminated wall signs.
- List awning and canopy signs as allowed in all commercial, industrial, and multifamily zoning districts.

PLANNING COMMISSION REVIEW

The Planning Commission held a public hearing for the proposed ordinance at their January 8th meeting. No feedback was received from the public regarding the proposed ordinance. At the conclusion of the Public Hearing, the Planning Commission voted to recommend approval of the proposed ordinance with a 6-0 vote.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Ordinance 14xx- Ordinance To Clarify Intent and Make Minor Zoning Code Adjustments
2. Planning Commission Staff Report

City of South St. Paul
Dakota County, Minnesota
Ordinance No. 14XX

**A HOUSEKEEPING ORDINANCE UPDATING VARIOUS SECTIONS OF THE ZONING
CODE TO CLARIFY INTENT AND MAKE MINOR ADJUSTMENTS**

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

SECTION 1. AMENDMENT. South St. Paul City Code Chapter 114 is hereby amended as follows:

Section 114-2.- Definitions

Zoning Administrator means the City Planner or their designee.

Section 114-32.- Same- Preliminary plat.

(c) Upon receipt of the necessary number of copies, as specified by the city, of the preliminary plat, together with the necessary filing fee, the zoning administrator ~~city-engineer~~ shall refer the preliminary plat to the city staff for report and recommendation. When county or state highways are involved, two additional copies of the preliminary plat should be furnished.

(d) Upon completion of the staff review, the zoning administrator ~~city-engineer~~ shall advertise notice of hearing and notify property owners within 350 feet of subject property of the public hearing by mail at least ten days but no more than 30 days prior to the hearing date.

Section 114-33.- Same- Final plat.

(a) Filing of final plat.

(1) The subdivider shall file the necessary number of copies, as specified by the city, of the final plat with the zoning administrator ~~city-engineer~~ within the time limit set upon the preliminary plat.

(b) Referral by the zoning administrator ~~city-engineer~~.

(1) Upon filing of the final plat, the zoning administrator ~~city-engineer~~ shall refer copies to the city staff and planning commission for their review.

(2) Within 20 days of the filing of the final plat, or upon completion of staff and planning commission review, whichever may be sooner, the ~~city~~ zoning administrator shall place the final plat on the agenda of the next regular city council meeting.

(d) Filing by subdivider.

(4) The subdivider shall pay all reasonable costs incurred by the city for review and inspection, including preparation and review of plans, plats and specifications by the city engineer, attorney, zoning administrator planner and other costs of a similar nature upon receipt of a statement therefor from the zoning administrator city-engineer. This payment shall be in addition to the subdivision fee provided for in this section.

Section 114-36.- Same- Final plat.

(a) The final plat shall be on a sheet 20 inches wide by 30 inches long and shall be at a scale of 100 feet equals one inch or such other standard scale as approved by the zoning administrator city-engineer and in all other respects shall comply with state statutes. Where necessary, the plat or final plat may be on several sheets accompanied by a key map showing the entire subdivision. For large subdivisions, the final plat may be submitted for approval progressively in contiguous sections satisfactory to the city council. The final plat shall contain the information required on the preliminary plat, except that the following information required on the preliminary plat need not be shown on the final plat:

SECTION 2. AMENDMENT. South St. Paul City Code Section 118-8 is hereby amended as follows:

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

Commercial recreation means bowling alley, cart track, jump center, golf, pool hall, vehicle racing or amusement, dance hall, skating, ~~tavern~~, firearms range, automobile camp, and similar uses such as a sauna, health club, or theater.

Garage, Private means ~~as defined in the state building code~~, a building or portion of a building in which motor vehicles used by an owner or tenant of the building or buildings on the premises are stores or kept, without provisions for repairing or servicing such vehicles for profit.

Zoning Administrator means the City Planner or their designee.

SECTION 3. AMENDMENT. South St. Paul City Code Section 118-37 through 118-41 are hereby amended as follows:

Section 118-37.- Enforcing officer.

(a) *Establishment, appointment, facilities.* It shall be the duty of the zoning administrator city-engineer or such other person as may be designated by the city council to enforce the provisions of this chapter.

(c) The zoning administrator city-engineer shall not have the discretion to vary the terms and provisions of this chapter, except as specifically provided for herein or as may be authorized by the city council. The zoning administrator city-engineer shall have the power and

responsibility to interpret any provisions of this chapter that may be unclear. In the discharge of this duty, the city attorney shall provide advice upon request. In the making of any such interpretation, the zoning administrator ~~city-engineer~~ shall set forth in writing the reasons for all decisions made.

Section 118-38.- Appeals.

- (a) The city council shall determine, in harmony with the general purpose and intent of this chapter and the comprehensive municipal plan, by resolution, all appeals from any requirement, permit, or decision made by the zoning administrator ~~city-engineer~~.
- (b) At any time within 14 days after the decision of the zoning administrator ~~city-engineer~~, or other city official, under the provisions of this chapter, except in connection with prosecutions for violations thereof, the applicant or other person or officers of the city affected thereby may appeal to the city council by filing a written notice with the city clerk stating the action appealed from and stating the specific grounds upon which the appeal is made.

Sec. 118-39.- Variances

- (a) *Application.* Any owner of property, a person, firm, association, or corporation holding a contract to purchase property, an optionee holding an option conditioned solely on the grant of a variance, or the duly authorized agent of such person, may make application for a variance, which shall include the written consent of the fee owner. The application shall be made on forms supplied by the city and filed with the zoning administrator ~~city planner~~. The application shall contain the following:
 - (f) *Termination.* The violation of any condition in the grant of the variance may terminate the variance, following a hearing by the city council. If the property is not used or improvements substantially begun within a period of one year after the decision granting the variance, the variance shall terminate, and the city planner shall notify the owner of the termination thereof. The owner, in the event of any such termination, shall have the right of appeal as set forth in this chapter.

Sec. 118-40. - Conditional use permits.

- (a) *Purpose and public policy.* In the enactment of this chapter, the city recognizes that there are certain uses that, because of their characteristics, limited number, or unique character, cannot be classified into any particular district or districts without providing extensive regulatory provisions. It is also recognized that certain uses, while generally not suitable in a particular zoning district, may, under some circumstances and conditions, be suitable. A conditional use permit shall apply to the use of land and not to a particular person. Any change in land ownership, lease, rental, occupancy or other similar change shall not affect the conditional use permit. The provision for conditional use permits is, therefore, established

in order that the regulations of the city with respect to zoning may be continued on an individual basis as follows:

~~(4) Reserved.~~

~~(4 5)~~ If a use is listed as both a permitted and a conditional use in this chapter, the more restrictive provisions shall apply.

~~(5 6)~~ The city may deny issuance of any conditional use permit not in conformity to the basis and criteria for granting such permits.

(b) *Application.* Any owner of property, a person, firm, association, or corporation holding a contract to purchase property, an optionee holding an option conditioned solely on the grant of a variance, or the duly authorized agent of such person, may make application for a variance, which shall include the written consent of the fee owner. The application shall be made on forms supplied by the city and filed with the zoning administrator city planner. The application shall contain the following:

(f) *Termination.* The violation of any condition in the grant of the conditional use permit may terminate the conditional use permit, following a hearing by the city council. If the property is not used or improvements substantially begun within a period of one year after the decision of the city council, the conditional use permit shall terminate automatically, ~~and the city planner shall notify the owner of the termination thereof. The owner, in the event of any such termination, shall have the right of appeal as set forth in this chapter.~~

Section 118-41.- Interim use permits.

(b) *Application.* Any owner of property, a person, firm, association, or corporation holding a contract to purchase property, an optionee holding an option conditioned solely on the grant of an interim use permit, or the duly authorized agent of such person, may make application for an interim use permit, which shall include the written consent of the fee owner. The application shall be made on forms supplied by the city and filed with the zoning administrator city planner.

(f) *Termination.* The violation of any condition in the grant of the interim use permit may terminate the interim use permit, following a hearing by the city council. If the property is not used or improvements substantially begun within a period of one year after the decision of the city council, the interim use permit shall terminate automatically, ~~and the city planner shall notify the owner of the termination thereof. The owner, in the event of any such termination, shall have the right of appeal as set forth in this chapter.~~

Section 118-42.- Amendments.

- (1) Application. Any owner of property, a person, firm, association, or corporation holding a contract to purchase property, an optionee holding an option conditioned solely on the grant of a rezoning, or the duly authorized agent of such person, may make application for a rezoning text or map amendment, which shall include the written consent of the fee owner. The application shall be made on forms supplied by the city and filed with the zoning administrator ~~city planner~~. The application shall contain the following:

SECTION 4. AMENDMENT. South St. Paul City Code Section 118-45 is hereby amended as follows:

Sec. 118-45. - Certificate of occupancy permit.

No person may change the use of any land (except for agricultural purposes or for construction of essential services and transmission lines) or occupy a new or structurally altered building after the effective date of the ordinance adopting this Code unless that person has first obtained a certificate of occupancy.

- (1) Application for a certificate of occupancy for a new use of land, new building or for an existing building that has been altered may be filed with the building official ~~city engineer~~ after the application for a building permit for such building. The certificate of occupancy shall be issued by the building official ~~city engineer~~ within ten days after the construction or alteration of such building or part thereof has been completed in conformity with the provisions of this chapter and the state building code. Pending the issuance of said certificate, a temporary certificate of occupancy may be issued by the building official ~~city engineer~~, subject to the provisions of the building code, for a period not to exceed 12 months during the completion of the erection or the alteration of such building. The temporary certificate shall not be construed as in any way altering the respective rights, duties, or obligations of the owners or of the city relating to the use or occupancy of the premises or any other matter except under such restrictions and provisions as will adequately ensure the safety of the occupants. The use of any structure for which a building permit is required shall be considered a violation of this chapter unless a certificate of occupancy has been issued.

- (2) Any owner of any building or land may request a certificate of occupancy from the building official ~~city engineer~~, who shall issue the same upon the payment of the fee stated in the fee schedule ~~chapter 26 of Code~~ when the following findings have been made:

SECTION 5. AMENDMENT. South St. Paul City Code Section 118-123 is hereby amended as follows:

Section 118-123.- R-3, general residence district.

- (a) Permitted uses. Within the R-3 district, no structures or land shall be used except for one or more of the following uses:
- (1) Any use permitted in the R-1 and R-2 districts, as regulated therein, except that a state licensed residential care facility may only serve six or fewer persons and must be located on a lot that is being used as a single-family use.
 - (2) Townhouses not exceeding eight dwelling units (also see section 118-267).
 - (3) Buildings containing two or more dwelling units, not to exceed 12 dwelling units. No building permit shall be issued for any apartment building or townhouse containing three or more dwelling units unless the zoning administrator ~~city engineer~~ has first approved drawings showing the following information:
 - a. The overall size of the exterior of the building or buildings and the general character and appearance of the building or buildings in elevation.
 - b. A site plan filed with the city clerk, as approved by the zoning administrator ~~city engineer~~, shall be submitted showing the placement of buildings on the site, proposed parking and ingress and egress, proposed contours and retaining walls as related to existing contours, general layout of any proposed access roads, and locations of sewer and water connections, as may be needed.

SECTION 6. AMENDMENT. South St. Paul City Code Section 118-126 is hereby amended as follows:

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

(b) *Uses by conditional use permit.* The following uses shall require a conditional use permit:

- (1) On-sale and off-sale liquor establishments (~~see section 118-269~~).

(c) Interim Uses. The following interim uses shall be permitted:

- f. "Sidewalk" sales may be located on city right-of-way provided:
 5. Properties that would like to hold a "sidewalk" sale are not required to obtain an interim use permit but shall be required to register the occurrence and the dates for the occurrence with the zoning administrator ~~city planner~~ prior to holding the sale.

SECTION 7. AMENDMENT. South St. Paul City Code Section 118-127 is hereby amended as follows:

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

(e) *Design and development standards.*

(1) Building materials.

- a. At least 90 percent of any building façade facing Concord Street shall be Class I, II, or III materials as defined in section 118-9. In addition to the listed materials, architectural metal siding, finished wood siding, and engineered wood siding may also be used.
- b. On a corner lot, at least 90 percent of the façade facing the side street shall be comprised of Class I, II, or III materials as defined in section 118-9. In addition to the listed materials, architectural metal siding, finished wood siding and engineered wood siding may also be used.
- c. Façades that face an interior property line or a rear property line may be comprised of any combination of Class I, II, III, or IV materials, as defined in section 118-9. In addition to the listed materials, engineered wood siding and architectural metal siding may also be used.

SECTION 8. AMENDMENT. South St. Paul City Code Section 118-129 is hereby amended as follows:

Section 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) Commercial kennels, animal hospitals.
 - (8) Child day care facility when located within the same building as the principal use and provided only for employees of the principal use.
 - (9) 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) Exterior storage (not as a principal use).
 - (11) Exterior storage and open sales lot in conjunction with an approved use on the same site.

- (12) 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) 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) 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.~~

- ~~(14 15)~~ Hotel or motel.
- ~~(15 16)~~ Laundry and dry cleaning processing plants (not retail).
- ~~(17)~~ ~~Metal-clad building.~~
- ~~(16 18)~~ 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.
- ~~(17 19)~~ 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.
- ~~(18 20)~~ Private and business schools.
- ~~(19 21)~~ PWS antenna.
- ~~(20 22)~~ PWS tower.

- (~~21 23~~) Restaurants.
- (~~22 24~~) Sexually oriented uses, as defined in article XVIII of chapter 18, 500 feet north of I-494 and south of Grand Avenue.
- (~~23 25~~) Spur tracks.
- (~~24 26~~) Structures of any type over 50 feet in height.
- (~~25 27~~) 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.
- (~~26 28~~) Temporary structures.
- (~~27 29~~) Truck stop.
- (~~28 26~~) Veterinary clinic.
- (~~29 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.~~

- (j) Landscaping. In addition to the requirements of section 118-243, all areas in this zone shall present a detailed landscape plan prepared by a landscape architect or other qualified person approved by the ~~zoning administrator city engineer~~. The landscaping plan shall provide for a landscaped area that is a minimum of 15 percent of the parcel's total area. The landscaping plan shall present a pleasing handling of the lot and shall include overstory trees, understory trees and appropriate plants and shrubs. The trunks of all deciduous trees shall be at least two and one-half inches in diameter, and all coniferous trees shall be at least six feet in height. The minimum number of overstory trees shall be equal to the perimeter of the lot divided by 70. If any of these specific landscaping requirements are not practicable, as determined by a qualified landscaping expert, due to soil conditions, water tables, availability of plant species or other conditions beyond the control of the property owner,

these requirements may be modified by the city at the request of the owner. The plan shall certify that the cost of the plant materials is equal to or exceeds two percent of the cost of the proposed building. For buildings over \$1,000,000.00 in cost, the amount of landscaping cost may be reduced by the city council.

SECTION 9. AMENDMENT. South St. Paul City Code Section 118-132 is hereby amended as follows:

Sec. 118-132. PUD, planned unit development.

- (d) Preliminary review. Before applying for a planned unit development permit, the developer shall first apply for preliminary review of the proposed development. The application shall be accompanied by payment of a preliminary review fee as set by chapter 26. The application shall be filed with the zoning administrator ~~city engineer~~ and shall contain the following information relating to the property, developer, and the proposed development:
- (1) *Standards.* Reports shall be bound and submitted on 8½-inch by 11-inch size paper, vertical format. The scale of maps submitted shall be at least one inch to 100 feet or one inch to 50 feet, as may be required by the zoning administrator ~~city engineer~~
 - (8) *Action of the city.* Within 60 days after its first regular meeting after an acceptable application for preliminary review has been filed with the zoning administrator ~~city engineer~~, the city shall give preliminary plan approval, reject the proposed plan, or request additional information and/or plan changes. If the preliminary plans are approved by the city, the developer may proceed to apply for a permit for a planned unit development.
- (e) *Application for planned unit development permit.*
- (3) *Information required.* The applicant shall file with the city such information as required by this Code and as required by the zoning administrator ~~city engineer~~.
- (g) General provisions. General requirements are as follows:
- (3) Building sites. In the event any or all of the planned unit development site is conveyed, the buyers thereof shall be bound by the provisions of the planned unit development permit. Nothing herein shall be construed to create nonconforming uses by virtue of planned unit development site sales, in whole or in part, provided that a subdivision plan for such sales has been approved by the zoning administrator ~~city engineer~~.

SECTION 10. AMENDMENT. South St. Paul City Code Section 118-133 is hereby amended as follows:

Sec. 118-133. MH, mobile home district.

- (e) General provisions.

(3) Prior to construction of a mobile home park, the owner shall file for approval by the zoning administrator ~~city-engineer~~ a detailed set of plans and specifications concerning those design features set forth herein. The detailed construction plans and specifications shall be in accordance with the design drawings as approved by the city council and in accordance with the design requirements contained herein unless the city council has granted a variance therefrom. If the detailed construction plans and specifications are not in accordance, no construction shall begin. The zoning administrator ~~city-engineer~~ shall determine if the detailed construction plans and specifications are in accordance with the design requirements. If the zoning administrator ~~city-engineer~~ finds noncompliance, the decision may be appealed to the city council, which shall either affirm, modify, or reverse the decision of the zoning administrator ~~city-engineer~~.

(4) Prior to construction of a mobile home park, the owner shall file with the city a bond or cash deposit of 100 percent of the cost of improvements for landscaping, concrete curbs and gutters, streets, street lighting, recreational areas, and sewer and water for the total park development, or any section thereof, that is planned to be developed under the rezoning application, and as determined and set by the zoning administrator ~~city-engineer~~, for the purpose of insuring compliance by the applicant with the design drawings, as approved by the city council; provided, however, that certain preliminary construction work, such as preliminary grading, slope alteration, preliminary landscaping and berm placement, can be performed if the owner files with the city a performance bond for the cost thereof as estimated by the zoning administrator ~~city-engineer~~.

(5) No mobile home shall be located on any site within the mobile home park until an occupancy permit has been issued for such specific site. Occupancy permits shall be issued by the building official ~~city-engineer~~ if:

a. Construction of the specific mobile home site has been completed in accordance with the detailed construction plans and specifications as submitted to and approved by the building official ~~city-engineer~~;

(6) If the building official ~~city-engineer~~ denies an occupancy permit, the decision may be appealed to the city council, which shall either affirm, modify, or reverse the decision of the city engineer.

SECTION 11. AMENDMENT. South St. Paul City Code Section 118-133 is hereby amended as follows:

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

(k) Landscaping. In addition to the requirements of section 118-243, all areas in this zone shall present a detailed landscape plan prepared by a landscape architect or other qualified person approved by the zoning administrator ~~city-engineer~~. The landscaping plan shall provide for a landscaped area that is a minimum of 15 percent of the parcel's total area. The landscaping plan shall present a pleasing handling of the lot and shall include overstory trees, understory trees and appropriate plants and shrubs. The trunks of all deciduous trees shall be at least two and one-half inches in diameter, and all coniferous trees shall be at least six feet in height. The

minimum number of overstory trees shall be equal to the perimeter of the lot divided by 70. If any of these specific landscaping requirements are not practicable, as determined by a qualified landscaping expert, due to soil conditions, water tables, availability of plant species or other conditions beyond the control of the property owner, these requirements may be modified by the city at the request of the owner. The plan shall certify that the cost of the plant materials is equal to or exceeds two percent of the cost of the proposed building. For buildings over \$1,000,000.00 in cost, the amount of landscaping cost may be reduced by the city council.

SECTION 12. AMENDMENT. South St. Paul City Code Section 118-194 is hereby amended as follows:

Sec. 118-194. - Screening.

Screening of parking areas shall be required and be properly maintained in all zoning use districts where any off-street parking area contains more than six parking spaces and is within 30 feet of an adjoining residential district and where the driveway to a parking area of more than six parking spaces is within 15 feet of an adjoining residential use or district. Where any business or industrial use, i.e., structure, parking, or storage, is adjacent to property zoned for residential use, that business or industry shall provide screening along the boundary of residential property. The type of screening required in this section shall be as determined by the zoning administrator ~~city engineer~~.

SECTION 13. AMENDMENT. South St. Paul City Code Section 118-204 is hereby amended as follows:

Sec. 118-204. - Conformance with regulations.

Upon application for a building permit, a detailed site and development plan shall be submitted indicating conformance with regulations of this chapter. Plan submission requirements shall be as noted herein and as may be requested by the zoning administrator ~~city engineer~~.

SECTION 14. AMENDMENT. South St. Paul City Code Section 118-208 is hereby amended as follows:

Section 118-208.- Accessory buildings and structures

(f) *Construction and finish.*

(1) All zoning districts:

- a. All accessory buildings shall require a surfaced floor, except greenhouses.
- b. Accessory buildings shall be anchored to a concrete slab, or otherwise securely fastened to the ground by other methods approved by the building inspection department.

- c. Exterior materials and finish must match or complement the exterior finish of the principal structure in material, color and texture. Exterior surfaces of all accessory buildings shall be maintained in new or like new condition, free from cracked and peeling paint, rusting and deteriorating materials.
- (2) All residential zoning districts:
- a. If constructed of metal, the accessory structure shall have prefinished enamel siding and roof.
 - b. No corrugated or unfinished galvanized metal siding or roofing shall be used.
 - c. Galvanized steel-covered pole buildings are prohibited.
 - d. Wood frame accessory buildings or structures shall conform to the Minnesota State Building Code and shall have one of the following types of siding: Masonite, stucco, brick, stone, shakes, redwood, exterior plywood panel, hardboard, decorative steel, decorative aluminum, vinyl, hardie-board, decorative fiberglass and/or rough-cut exterior siding, and the roofing material shall consist of asphalt shingles, standing-seam metal roofing, or when the pitch of the roof is less than 5/12, decorative rolled roofing will be permitted. In addition to the listed materials, a detached accessory building shall be permitted to match the existing siding and roofing materials of the principal structure.
 - e. Accessory structures that are 200 sq. ft. in area or less may be constructed out of resin or plastic.
- (3) All other districts:
- a. In business, mixed use, and industrial districts, all accessory structures, screen walls, and exposed areas of retaining walls shall be of a similar type, quality, and appearance as the principal structure.

SECTION 15. AMENDMENT. South St. Paul City Code Section 118-240 is hereby amended as follows:

Sec. 118-240. Exterior storage.

- (a) No exterior storage is allowed on property used for residential purposes. In all zoning districts, all materials, equipment, and personal property shall be stored within a building or fully screened so as to not be visible from adjoining properties or public rights-of-way. Exterior storage is only allowed by a conditional use permit in the following commercial zoning districts and must follow any applicable rules laid out in each district (except as provided in section 118-129):
 - (1) ~~C-1, retail business district;~~ I-1 Light Industrial district
 - (2) GB, general business;
 - (3) I, industrial district;

- (4) MMM, mixed markets and makers district; and
- (5) CGMU, Concord Gateway mixed-use district.

(b) In nonresidential districts, exterior storage of personal property may be permitted by conditional use permit, provided that any such property is so stored for purposes relating to a use of the property permitted by this Code and will not be contrary to the intent and purpose of this chapter. The city will determine, prior to the issuance of a conditional use permit, that the proposed use of land for exterior storage will conform to the following performance criteria:

- (1) Outdoor storage items shall be placed within an enclosure approved by the zoning administrator ~~city-engineer~~.

SECTION 16. AMENDMENT. South St. Paul City Code Section 118-242 is hereby amended as follows:

Sec. 118-242. – Screening.

(d) The screening required in this section shall consist of earth berms, mounds, or ground forms, fences and walls, landscaping (plant materials) or landscaping fixtures (such as timbers) used in combination or singularly so as to block direct visual access. If landscape planting materials are utilized, these shall be provided and designed in such a manner as to provide a reasonable visual barrier during winter as well as summer months. Mechanical equipment screening materials shall require the approval of the zoning administrator ~~city-engineer~~ for rooftop equipment.

(e) Required screening shall be as approved by the zoning administrator ~~city-engineer~~. Existing land uses may be required to install screening if so ordered by the city council following a public hearing.

(f) Mechanical equipment (as defined in the state building code) located on the roof of any building and visible from the street level or from adjacent properties shall be screened with a material approved by the zoning administrator ~~city-engineer~~ and designed to blend harmoniously with the building's facing materials. Where a building has exposure to a building with higher elevation, mechanical equipment on the roof shall be totally screened or enclosed with a material, approved by the zoning administrator ~~city-engineer~~, designed to blend with the roof surface material.

SECTION 17. AMENDMENT. South St. Paul City Code Section 118-243 is hereby amended as follows:

Sec. 118-243. – Landscaping.

(a) *General standards.* The following general standards shall be applicable citywide:

(2) In all zoning districts, all developed uses shall provide landscaping from the street curb and gutter to the street right-of-way line or sidewalk. This landscaped yard shall be kept clear of all exterior storage and off-street parking unless otherwise approved by the zoning administrator city-engineer.

SECTION 18. AMENDMENT. South St. Paul City Code Section 118-256 is hereby amended as follows:

Sec. 118-256. – Service stations.

The following minimum requirements for service stations shall be met:

(2) Exterior storage, other than vehicles, shall be limited to service equipment and items offered for sale on pump islands and other structural platforms as may be approved by the zoning administrator city-engineer, who may require that the items offered for sale be located in containers such as racks, metal trays, and similar structures designed to display merchandise. Exterior storage of items offered for sale shall not be located within yard setback requirements. Exterior storage shall not constitute a hazard to vehicular or pedestrian circulation. Existing service stations shall comply with this requirement within 90 days of the effective date of the ordinance adopting this chapter.

SECTION 19. AMENDMENT. South St. Paul City Code Section 118-266 is hereby amended as follows:

Sec. 118-266. – Cluster developments, density zoning, and transfer

(a) Cluster developments.

(1) Cluster developments may be permitted in any multifamily zoning district following the completion and approval of a preliminary and final plat for a cluster development. The city council shall find that the proposed development plan is in substantial compliance with the applicable standards of this chapter, the intent and purpose of the comprehensive city plan, and the city's housing policies on file with the zoning administrator city-engineer.

SECTION 20. AMENDMENT. South St. Paul City Code Section 118-267 is hereby amended as follows:

Sec. 118-267. – Multifamily residential, townhouses, and cluster developments

(d) Application. The application for an multifamily residential development zoning district shall be made on forms prepared by the zoning administrator city-engineer and shall be accompanied by a site plan or a series of plans showing the following information:

The zoning administrator ~~city engineer~~ may waive such elements in such site plans if deemed not necessary for the preliminary consideration of the application, provided that plans disclosing all the above requirements of an affirmative showing of no need for them shall be approved prior to the issuance of a building permit, which approved plans shall be identified as the plans approved. Copies thereof shall be filed with the city and shall be and constitute the plans to be followed in construction.

- (h) Conversion of existing residential building to multiple dwelling use. Buildings originally designed for one or two families and in existence on the effective date of the ordinance adopting this chapter may be converted or expanded to accommodate additional dwelling units by the issuance of a conditional use permit, provided that they conform to the following standards:

(5) Plans become a part of permit. All plans submitted to and approved by the city shall be incorporated by reference and proper identification in the permit and copies of the approved plans shall be presented to the building official ~~city engineer~~, who shall have the duty to determine that the plans are followed in the reconstruction.

- (k) *Cluster developments*. Cluster developments shall be permitted in any multiple-family district by the issuance of a planned unit development conditional use permit.

(2) *Plans and legal documents*. The application for a planned unit development conditional use permit shall contain all documents showing in what manner the applicant proposes to fulfill the requirements of this chapter, including site plans and form of legal documents. All documentation shall be reviewed by the zoning administrator ~~city engineer~~ and the city attorney prior to presentation to the planning commission, which, before setting a public hearing date thereon, shall give preliminary review thereof and may request such further documentation as it shall deem necessary. Said documentation shall be transmitted to such city officials as shall be responsible for supervising the development during construction and future maintenance thereof for their comments and suggestions.

SECTION 21. AMENDMENT. South St. Paul City Code Section 118-271 and 118-272 are hereby amended as follows:

Sec. 118-271. – Personal wireless services tower.

- (m) Application for antenna mounted on or within an existing structure or building. A PWS antenna may be mounted on the outside of any existing structure 30 feet in height or higher in an R-4, LB, C-1, GB, or I district upon the issuance of a conditional use permit. In all zoning districts, PWS antennas may be mounted on the outside of an institutional building or structure, as defined in section 118-207, of any height upon issuance of a conditional use permit. PWS antennas may not extend higher than 18 feet above the highest point of a building or structure. In all zoning districts, a visibly obscure PWS antenna and related accessory equipment may be mounted inside any building or structure upon issuance of a building permit. In addition to other building permit application requirements, an application for a building permit for a PWS antenna to be mounted on or within an existing building or structure shall contain the following information:

- (5) Accessory equipment and structures associated with the PWS antenna shall be located within the principal structure on top the principal structure, or ground mounted. Any exterior placement of accessory equipment and structures shall be screened and shall be architecturally designed to blend in with the surrounding neighborhood and the principal structure. All accessory equipment and structures shall be required to meet minimum requirements of the underlying zoning district. Ground-mounted accessory equipment and structure shall be screened from view by suitable vegetation and decorative privacy fencing with a minimum 85 percent opacity. The design of the screening for all ground mounted accessory equipment and structures must reflect and complement the architectural character of the surrounding neighborhood and principal structure. The screening plan is subject to review and approval of the zoning administrator ~~city planner~~. If the screening plan is part of a conditional use permit application, it shall be subject to the approval of the city council. If the total area of all ground mounted equipment and accessory structures exceeds 120 square feet, a conditional use permit shall be required.

Sec. 118-272. – Moving buildings

(b) Process:

- (3) All permit applications shall be reviewed and approved by the city engineer, police chief, building official, zoning administrator ~~city planner~~, and fire marshal prior to its submission to the planning commission.
- (4) All permit applications to move a building out of the city will be acted upon by the city engineer. ~~[The]~~ zoning administrator ~~city engineer~~ may impose additional conditions or the permit. The zoning administrator ~~engineer~~ may deny an application based on the criteria listed in section 118-272(e).

(j) *Moving operations.* Moving of all buildings shall comply with the following:

- (4) All exposed basements shall be filled in or backfilled with clean granular fill within seven calendar days after removal of the building. If the exposed basement is left uncovered more than seven calendar days, the building official ~~city engineer~~ shall have the basement filled.
- (5) All excavations and basements at the destination site of the building shall be filled in or backfilled within 21 days after completion of the move, unless building official ~~city engineer~~ grants an extension of time because of frost conditions.
- (6) All fine grading, seeding and sodding at the destination site shall be completed prior to issuance of a certificate of occupancy, unless the building official ~~city engineer~~ grants an extension of time because of frost or other weather conditions.

SECTION 22. AMENDMENT. South St. Paul City Code Section 118-274 is hereby amended as follows:

Sec. 118-274. – Institutional use standards

(b) *Standards.* The following standards shall govern all uses under this section and shall be strictly adhered to:

- (6) The site development plan, including private drives and roads, the exact location of all buildings and structures, landscaping and screening, if required, shall be presented to and approved by the city council. Before the plan is submitted for final approval, it shall have endorsed thereon the approval of the fire department, the city engineer, the zoning administrator, and such other public bodies and agencies as may have an applicable interest in the proposed use.

SECTION 23. AMENDMENT. South St. Paul City Code Sections 118-329 are hereby amended as follows:

Sec. 118-329. Exceptions.

The following signs do not require a sign permit and do not count towards the total amount of signage allowed at a property, provided they ~~meet the performance standards as described in this Article and~~ conform to any other provisions of the City Code.

- (a) Address signs.
- (b) Building markers.
- (c) Directional signs, which shall not exceed 6 square feet in gross area and 5 feet in height.
- (d) Interior signs
- (e d) Murals in the following situations:
 - (1) Murals on a property with commercial or industrial zoning that is being used for a commercial or industrial use.
 - (2) Murals on a property that is being used for public or institutional use.
 - (3) Murals on residential buildings containing at least 4 dwelling units that have CGMU or MMM zoning.
- (f e) Noncommercial flags.
- (g f) Signs of the City, county, state or federal government and subdivisions and agencies thereof.
- (h g) Walk-up window signs that are oriented towards customers engaging in a transaction at a walk-up window and which feature text that is not readily readable by passing traffic.

Electronic changeable copy walk-up window signs require a conditional use permit and are not considered an exempt sign.

- (i h) Window signs when located in the C-1, CGMU, GB, and MMM districts may be placed within a building, however the window coverage shall not exceed 30 percent of each window. There shall be no more than a maximum area of 80 square feet per street frontage for window signs. Electronic changeable copy window signs require a conditional use permit and are not considered an exempt sign.

SECTION 24. AMENDMENT. South St. Paul City Code Section 118-331, 118-332, 118-333 and 118-335 are hereby amended as follows:

Sec. 118-331. Temporary signs.

- (b) Temporary signs that do not require a permit.

(5) Signs for the purpose of selling or leasing real property. A property may have up to 3 real estate signs, so long as ~~Such signs must be~~ are removed within seven days following the lease or sale of the property or premises and they comply with the following size restrictions:

Sec. 118-332. General provisions.

- (a) *Illumination.* In general, all lighted signs shall comply with the standards for exterior lighting found in section 118-245, unless otherwise listed in this section. Illuminated signs may be internally or externally lit. External illumination for signs shall be constructed and maintained so that the source of light is not visible from an adjacent property or the right-of-way.

Sec. 118-333. On-premises signs.

- (a) *Awning and canopy signs.* Awning and canopy signs shall comply with the following requirements:

~~(5) Illuminated canopy and awning signs shall comply with the following lighting requirements:~~

- ~~a. On nonresidential buildings in residential districts, the direct source of light shall not be visible from the public right-of-way or adjacent residential use or district.~~
- ~~b. For signs or illuminated areas less than three feet in height, the degree of illumination or candlepower of illuminated canopies and awnings shall be limited to a single lamp exterior fluorescent fixture, running the entire length of the illuminated area.~~
- ~~c. For signs or illuminated areas three to five feet in height, the degree of illumination or candlepower shall be limited to double lamp fixtures.~~

~~d.—In no event shall the power of the fixture exceed ten watts per foot for single lamp fixtures and 20 watts per foot for double lamp fixtures.~~

Sec. 118-335. Permitted signs by district.

Any sign that is not listed as a permitted (P) or allowed by conditional use permit (C) is prohibited. An asterisk (*) indicates special conditions within the zoning district.

Figure A-1. Permissible Signs By District

	R-1 R-2 R-3	R-4 <u>MH</u>	CGMU- 1	CGMU- 2	MMM	C-1	GB	I I-1 <u>RT</u>
Signage Area and Size								
Maximum Gross Area of all Signage on the Property (Square Feet)	6*	24*	150*	150*	150*	150*	200*	200*
Individual Sign Maximum Gross Area (Square Feet)	6*	24	100	100	100	100	100*	100*
Height (Feet)	6	6	8	8	8	8	12*	12*
Type of Signage								
Area Identification Signs	P	P	P	P	P	P	P	P
<u>Awning and Canopy Signs</u>	<u>P/C*</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Drive-Through Signs	—	—	C*	C	C	C	C	C
Dynamic Display Signs	C*	C*	C*	C	C	C	C	—

Dynamic Display Off-Premises Signs	—	—	—	—	—	—	C*	—
Electronic Changeable Copy Signs	C*	C*	C*	C	C	C	C	C
Electronic Graphic Display Signs	C*	C*	C*	C	C	C	C	—
Freeway Signs	—	—	—	—	—	—	C*	C
Illuminated Canopy and Awning Signs	C	P	C	C	C	C	C	C
Monument Signs	P*	P	C*	P*	P*	P	P	P
Non electronic Changeable Copy Signs	P*	P	C*	P*	P *	P	P	P
Nonilluminated Awning and Canopy Signs	P	P	P	P	P	P	P	P
Projecting Signs	C	P	P	P	P	P	P	—
Wall Signs	P/C*	P	P*	P*	P*	P	P	P

(b) Within multifamily residential zoning districts (R-4) signs must comply with the following regulations:

(3) The following types of signs are permissible:

- a. Area identification signs.
- b. Awning and canopy signs ~~Illuminated canopy and awning signs.~~

- c. Monument signs.
- d. Nonelectronic changeable copy signs.
- ~~e. Nonilluminated awning signs and nonilluminated canopy signs.~~
- ~~e. f.~~ Projecting signs.
- ~~f. g.~~ Wall signs.
- ~~g. h.~~ Wall signs and monument signs for an institutional

(c) Within the CGMU-1: Concord Gateway Mixed-Use Zoning Sub-district 1. Signs must comply with the following regulations:

(1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half times the lineal feet of the longest building frontage facing a public street or 150 square feet in gross area, whichever is greater. If a property has a second street frontage, the property is eligible for additional signage equal to one-half times the lineal feet of the building frontage facing the second public street.

(2) Individual signs: The maximum gross area per sign shall not exceed 100 square feet in gross area and eight feet in height.

(3) The following types of signs are permissible:

- a. Area identification signs.
- ~~b.~~ Awning and canopy signs.
- ~~c. b.~~ Nonilluminated awning and canopy signs.
- ~~d. e.~~ Projecting signs.
- ~~e. d.~~ Wall signs.

(4) The following types of signs require a conditional use permit:

- ~~a. Illuminated canopy and awning signs.~~
- ~~a. b.~~ Monument signs on an eligible property. Monument signs shall not be allowed on Concord Exchange or within 75 feet of the Concord Exchange right-of-way. As part of a monument sign the following types of signs may also be incorporated:

- 1. Dynamic display, electronic changeable copy, and electronic graphic display signs.
- 2. Non-electronic changeable copy signs.

- ~~b. e.~~ Drive-through signs.

(5) The following types of signs are prohibited:

- a. Freeway signs.

(d) Within the CGMU-2: Concord Gateway Mixed Use Zoning Sub-district 2. Signs must comply with the following regulations:

- (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half times the lineal feet of the longest building frontage facing a public street or 150 square feet in gross area, whichever is greater.
- (2) Individual signs: the maximum gross area per sign shall not exceed 100 square feet in gross area and eight feet in height.
- (3) The following types of signs are permissible:

a. Area identification signs.

b. Awning and canopy signs.

~~c.-b.~~ Monument signs.

~~d.-e.~~ Nonelectronic changeable copy signs.

~~e.-d.~~ Nonilluminated awning and canopy signs.

~~f.-e.~~ Projecting signs.

~~g.-f.~~ Wall signs.

- (4) The following types of signs require a conditional use permit:

a. Dynamic display signs, electronic changeable copy, and electronic graphic display signs that are part of a monument sign.

b. Drive-through signs.

~~c.—Illuminated awning and canopy signs.~~

- (5) The following types of signs are prohibited:

a. Freeway signs.

(e) Within the MMM: Mixed Markets and Makers District. Signs must comply with the following regulations:

- (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half times the lineal feet of the building frontage along Concord Street or 150 square feet in gross area, whichever is greater. Properties that do not have frontage on Concord Street shall not exceed 150 square feet of gross signage.

- (2) Individual signs: The maximum gross area per sign shall not exceed on 100 square feet in gross area and eight feet in height.

- (3) The following types of signs are permissible:

a. Area identification signs.

b. Awning and canopy signs.

~~c.-b.~~ Monument signs.

~~d.-e.~~ Nonelectronic changeable copy signs.

- ~~e.-d.~~ Nonilluminated awning and canopy signs.
- ~~f.-e.~~ Projecting signs.
- ~~g.-f.~~ Wall signs.
- (4) The following types of signs require a conditional use permit:
 - a. Dynamic display signs, electronic changeable copy, and electronic graphic display signs that are part of a monument sign.
 - b. Drive-through signs.
 - ~~e.—Illuminated awning and canopy signs.~~
- (5) The following types of signs are prohibited:
 - a. Freeway signs.
- (f) Within the C-1: Retail business zoning districts signs must comply with the following regulations:
 - (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half times the lineal feet of the longest building frontage facing a public street or 150 square feet in gross area, whichever is greater.
 - (2) Individual signs: The maximum gross area per sign shall not exceed 100 square feet in gross area and eight feet in height.
 - (3) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Awning and canopy signs
 - ~~c.-b.~~ Monument signs.
 - ~~d.-e.~~ Nonelectronic changeable copy signs.
 - ~~e.-d.~~ Nonilluminated awning signs and canopy signs.
 - ~~f.-e.~~ Projecting signs.
 - ~~g.-f.~~ Wall signs.
 - (4) The following types of signs require a conditional use permit:
 - a. Dynamic display signs, electronic changeable copy, and electronic graphic display signs that are part of a monument sign.
 - b. Drive-through signs.
 - ~~e.—Illuminated awning and canopy signs.~~
 - (5) The following types of signs are prohibited:
 - a. Freeway signs.
- (g) Within the GB: General business zoning district signs must comply with the following regulations:

- (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half times the lineal feet of the longest building frontage facing a public street or 200 square feet in gross area, whichever is greater, unless otherwise excepted in section 118-333(e).
- (2) Individual signs: the maximum gross area per sign shall not exceed 100 square feet in gross area and 12 feet in height, or as otherwise excepted in section 118-333(e).
- (3) Freeway signs are not permitted in that part of the GB district north of I-494, east of Trunk Highway 56 (Concord Street), south of Wentworth Avenue extended easterly and west of the Mississippi River.
- (4) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Awning and canopy signs
 - ~~c.-b.~~ Monument signs
 - ~~d.-e.~~ Nonelectronic changeable copy signs.
 - ~~e.-d.~~ Nonilluminated awning and canopy signs.
 - ~~f.-e.~~ Projecting signs.
 - ~~g.-f.~~ Wall signs.
- (5) The following types of signs require a conditional use permit:
 - a. Drive-through signs subject to the requirements of section 118-333(b).
 - b. Dynamic display signs that are part of a monument sign. These signs are subject to the requirements of section 118-333(c).
 - c. Dynamic display off-premises signs on properties that are outside of the Mississippi River Critical Corridor Area (MRCCA), subject to the requirements of section 118-334. A property or business that has a dynamic display off-premises sign shall be permitted to have up to 200 square feet of total site signage in addition to the dynamic display off-premises sign. A property or business that currently exceeds 200 square feet of site signage must reduce their total site signage to 200 square feet or less in order to qualify for a conditional use permit to have a dynamic display off-premises sign.
 - d. Electronic changeable copy or electronic graphic display signs that are part of a monument sign.
 - e. Freeway signs, subject to the requirements of section 118-333(e).
 - ~~f.—Illuminated awning and canopy signs.~~
- (h) Within the industrial zoning districts (I and I-1) and Railroad Transportation District (RT), signs must comply with the following regulations:

- (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half the lineal feet of the longest building frontage facing a public street or 200 square feet in gross area, whichever is greater, unless otherwise excepted in section 118-333(e). Each principal building at the Fleming Field Municipal Airport shall be allowed to have at least 200 square feet of total signage, regardless of the length of the building frontage.
- (2) Individual signs: the maximum gross area per sign shall not exceed 100 square feet in gross area and 12 feet in height, or as otherwise excepted in section 118-333(e).
- (3) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Awning and canopy signs.
 - ~~c. b.~~ Monument signs.
 - ~~d. e.~~ Nonelectronic changeable copy signs.
 - ~~e. d.~~ Nonilluminated awning and canopy signs.
 - ~~f. e.~~ Wall signs.
- (4) The following types of signs require a conditional use permit:
 - a. Drive-through signs.
 - b. Electronic changeable copy signs.
 - c. Freeway signs, subject to the requirements of section 118-333(e).
 - ~~d. —Illuminated canopy and awning signs.~~
- (5) The following types of signs are prohibited:
 - a. Dynamic display signs.
 - b. Electronic graphic display signs.
 - c. Projecting signs.

SECTION 25. AMENDMENT. South St. Paul City Code Section 118-352 is hereby amended as follows:

Sec. 118-352. – General provisions.

- (f) Control of off-street parking facilities. When required, accessory off-street parking facilities are provided elsewhere than on the lot on which the principal use served is located, they shall be in the same ownership or control, either by deed or longterm lease, as the property occupied by such principal use, and the owner of the principal use shall file a recordable document with the zoning administrator ~~city engineer~~ requiring the owner and the heirs and assigns thereof to maintain the required number of off-street parking spaces during the existence of said principal use.

- (j) Parking on grass, yards prohibited. In all zoning districts within the city, off-street parking of any type of motor vehicle shall be permitted only on driveways or parking areas that are constructed of asphalt or concrete material. No more than one-third of the front yard of any property used for residential purposes may be paved for parking areas. Parking in landscaped yards and boulevards is prohibited, except as follows:
- (2) For any property used for residential purposes, a recreational vehicle may be parked in a landscaped rear or side yard if the following conditions are met:
- f. The recreational vehicle is stored on a parking pad constructed of asphalt, concrete, landscape pavers or uniform rock, as depicted on a plan approved by the ~~zoning administrator~~ ~~city engineer~~. The parking pad must encompass the entire parking area on which the recreational vehicle is located. If uniform rock is used, the rock must be contained by the use of edging and commercial-grade weed prevention fabric.

SECTION 26. AMENDMENT. South St. Paul City Code Section 118-353 is hereby amended as follows:

Sec. 118-353. – Design and maintenance of off street parking areas

(g) *Planting islands.* For each additional 3,000 square feet or a portion thereof of parking area beyond the first 3,000 square feet, one planting island of identical size to the neighboring parking space, but not less than 200 square feet, shall be installed within the interior of the parking lot, unless otherwise approved by the ~~zoning administrator~~ ~~city engineer~~. All planting islands installed shall have six-inch integral concrete curb and gutter around the entire perimeter, and a landscaped interior.

(h) *Screening, six parking spaces or more.* When a required off-street parking area for six or more vehicles is located adjacent to a residential use or district, a fence or screening not less than four feet in height shall be erected along the residential property line; additional screening may be required by the ~~zoning administrator~~ ~~city engineer~~.

SECTION 27. 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:

The ordinance addresses items that were missed during the recent sign code update, removes an expired use from the I district, replaced “city engineer” with “zoning administrator” or “building official” where appropriate, and addresses other items that need to be clarified or removed.

SECTION 28. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Deanna Werner, City Clerk



PLANNING COMMISSION AGENDA REPORT

DATE:

January 8, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

AGENDA ITEM NUMBER:

5.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

The Planning Commission is asked to review and consider an ordinance that would make minor amendments to the zoning code and clarify the intent of certain zoning regulations.

OVERVIEW

Periodically, situations will arise that highlight the need to make minor adjustments to the city code. These needs are identified over time as scenarios come up that were not anticipated at the time the code was written. Since many of these amendments are not pressing, staff will take note of them for updating later. Once there is a substantial list of minor code amendments, a “housekeeping” ordinance is brought forward to address the needed code amendments. The types of changes that are made via a housekeeping ordinance are often small in nature and do not involve larger policy changes. Staff is proposing a housekeeping ordinance that would address several changes that have been on staff’s “to do” list for a while.

Tentative Review Schedule

- Planning Commission Review: January 8, 2024
- City Council 1st Reading: January 20, 2025
- City Council 2nd Reading: February 3, 2025

Change #1 – Correcting the Responsibilities of the City Engineer

South St. Paul’s city code was last overhauled in 1992. In 1992, the City Engineer took on the responsibilities that today are handled by the City Planner, the Public Works Director, and the Building Official and so the city code was written to assign these responsibilities to the City Engineer. The City’s staffing has changed since 1992 and the City Engineer is no longer responsible for fulfilling the duties of three other staff people; however, the code has never been amended to reflect this. The Code should be amended to reflect which duties are the responsibility of the City Engineer vs another staff member. Along with these updates, a definition should be added for “Zoning Administrator” and any reference to the “City Planner” should be changed to “Zoning Administrator” for the sake of consistency.

Change #2 – Clarifying Acceptable Exterior Building Materials

A recent review of the City Code highlighted the need to make small updates to the list of allowable building materials. Today, architectural metal siding is an allowed building material in the C-1 Retail Business district and the CGMU-Concord Gateway Mixed Use district, but it was left off of the list of allowed materials in the MMM-Mixed Markets and Makers district on Concord Street North. The MMM district is an innovation district that is intended to be business-friendly, open to development, and adaptable to evolving use demands and so architectural metal siding should be added to the list of allowable building materials.

The list of allowable materials for accessory structures should also receive two adjustments. Resin (plastic) is not an explicitly allowed building material for sheds. Resin sheds are affordable, durable, and popular amongst South St. Paul residents. The City has approved resin sheds for a number of years and the code should be updated to clarify that resin is an allowable material for small (200 sq. ft. or less) storage sheds. The language that exists in the code around the type of metal that can be used for accessory structures is slightly misleading and states that galvanized metal should not be used for roofing or siding of an accessory structure. Galvanization is a process where a protective zinc coating is added to metal to prevent it from rusting. A quick search on any home improvement website will bring up hundreds of results of quality metal building materials that are galvanized. The intent was likely to prohibit corrugated or unfinished metal. This type of metal is often associated with tin roofs. The code should clarify that corrugated or unfinished galvanized metal should not be used for the roofing or siding of an accessory structure.

Change #3- Removing Outdated Uses from the List of Uses in the Industrial District

The list of allowable and conditional uses in the I, Industrial District includes a variety of traditional industrial uses such as manufacturing, commercial recreation, offices, hotels, exterior processing, and vehicle repair. One of the conditional uses in this district is tied to a specific property with a defined expiration date of December 31, 2009. This use expired 15 years ago but was never removed from the Code. This expired use should be removed from the code. There is also a reference to metal buildings being allowed in the I district by conditional use permit which should be removed because the City updated its architectural standards many years ago and no longer allows metal buildings.

Change #4 – Correcting List of Districts that Allow Exterior Storage.

Section 118-240 lists districts where exterior storage is allowed as a conditional use. This list is inaccurate and states that the C-1 district allows exterior storage while the I-1 district does not. The inverse is actually true. The code should be updated to reflect that exterior storage is a conditional use in the I-1 district, not the C-1 district.

Change #5 – Changes to Sign Ordinance

Since the City updated its sign ordinance earlier this year, several situations have come up that highlighted additional tweaks that need to be made to the sign rules. The first change comes from an inquiry about the amount of signage allowed in the RT, Railroad Transportation district. There are currently two zoning districts that do not have a set signage allowance: the RT, Railroad Transportation district and the MH, Mobile Home district. The Railroad Transportation District is an industrial zoning district that covers the railroad tracks that run throughout the City and the property owned by Union Pacific Railroad along Concord Street. This district exists to govern railroad transportation uses. The Mobile Home District governs the Healy mobile home park. These districts do not have a set signage allowance as the need for signage in these districts has never come up. Given the industrial nature of the RT district, it seems reasonable to make the signage allowance for the RT district the same as the city's industrial districts. The MH district is most similar to the R-4, Multi-family Residence District and should have the same signage allowance.

The City recently received a request for an illuminated awning/canopy sign in the CGMU-1 district. Illuminated awning/canopy signs are a conditional use in all of the City's zoning districts. Signs that require a conditional use permit are signs that the City is generally fine with but feel there is a need for additional regulations on to prevent any potential negative impacts (usually related to light or sound). Other types of signs that require a conditional use permit include drive-through signs, dynamic display signs, and electronic changeable signs. Illuminated awning/canopy signs look and function like illuminated wall signs but are located on a slightly different part of the building. Many cities consider awning/canopy signs to be another type of wall sign and do not have extra performance standards for them. South St. Paul and West St. Paul appear to be the only cities in the metro that require a conditional use permit for illuminated awning/canopy signs and have special performance standards for them. The City has not received any requests for illuminated awning/canopy signs until recently which is why changes to the regulations for this type of signage were not included in the sign code update earlier this year. The code should be updated to allow awning and canopy signs (illuminated and non-illuminated) as a permitted type of sign in all districts where illuminated wall signs are allowed.

Change #6- Miscellaneous

There are a few definitions that need to be updated in the zoning code. Additionally, there is language in the code sections for conditional use permits and interim use permits related to expiration of permits after a year that does not align with current practices and these inconsistencies should be corrected.

Proposed Updates

- Create a definition for “zoning administrator.”
- Update the definition for “garage” to the definition found in the State Building Code
- Remove “tavern” from the list of uses included in the definition for commercial recreation.
- Replace “City Engineer” with “Zoning Administrator” or “Building Official” where appropriate.

- Replace “City Planner” with “Zoning Administrator” to ensure consistency throughout the code.
- Update the list of allowable building materials in the MMM district to include architectural metal siding.
- Add “resin” to the list of allowable materials for small accessory structures.
- Clarify that only finished galvanized metal roofing or siding are acceptable materials for accessory structures.
- Align the code with current practices related to the termination of variances, interim use permits, and conditional use permits where the property has not been used or improved within a year of the zoning approval.
- Remove an expired use from the Industrial zoning district.
- Remove language that would allow for the construction of a building in the Industrial District that does not meet the architectural requirements listed in Section 118-9.
- Remove the C-1 district from the list of districts where exterior storage is allowed with a conditional use permit.
- Add the I-1 district to the list of districts where exterior storage is allowed with a conditional use permit.
- Clean up the regulations around exempt signage.
- Eliminate performance standards that treat illuminated awning and canopy signs as different than non-illuminated awning and canopy signs.
- List awning and canopy signs as allowed in all commercial, industrial, and multifamily zoning districts where illuminated wall signs are allowed.

Staff Recommendation

The changes that are proposed are based on situations staff encountered since the last housekeeping ordinance and the recommended changes address these situations. Staff recommend the Planning Commission recommend approval of the proposed ordinance.

Action Needed

The Planning Commission has the following actions available on the proposed ordinance:

1. **Approval.** If the Planning Commission wishes to recommend approval of the Ordinance, the following action should be taken:

- Motion to recommend approval of an ordinance which clarifies intent and makes minor adjustments to the zoning code.

2. **Denial.** If the Planning Commission wishes to recommend denial of the Ordinance, the following action should be taken:

- Motion to recommend denial of an ordinance which clarifies intent and makes minor

adjustments to the zoning code.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Ordinance 14xx- Ordinance To Clarify Intent and Make Minor Zoning Code Adjustments
2. Examples of Building Materials Being Discussed
3. Awning-Canopy Sign Examples

City of South St. Paul
Dakota County, Minnesota
Ordinance No. 14XX

**A HOUSEKEEPING ORDINANCE UPDATING VARIOUS SECTIONS OF THE ZONING
CODE TO CLARIFY INTENT AND MAKE MINOR ADJUSTMENTS**

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

SECTION 1. AMENDMENT. South St. Paul City Code Chapter 114 is hereby amended as follows:

Section 114-2.- Definitions

Zoning Administrator means the City Planner or their designee.

Section 114-32.- Same- Preliminary plat.

(c) Upon receipt of the necessary number of copies, as specified by the city, of the preliminary plat, together with the necessary filing fee, the zoning administrator ~~city-engineer~~ shall refer the preliminary plat to the city staff for report and recommendation. When county or state highways are involved, two additional copies of the preliminary plat should be furnished.

(d) Upon completion of the staff review, the zoning administrator ~~city-engineer~~ shall advertise notice of hearing and notify property owners within 350 feet of subject property of the public hearing by mail at least ten days but no more than 30 days prior to the hearing date.

Section 114-33.- Same- Final plat.

(a) Filing of final plat.

(1) The subdivider shall file the necessary number of copies, as specified by the city, of the final plat with the zoning administrator ~~city-engineer~~ within the time limit set upon the preliminary plat.

(b) Referral by the zoning administrator ~~city-engineer~~.

(1) Upon filing of the final plat, the zoning administrator ~~city-engineer~~ shall refer copies to the city staff and planning commission for their review.

(2) Within 20 days of the filing of the final plat, or upon completion of staff and planning commission review, whichever may be sooner, the ~~city~~ zoning administrator shall place the final plat on the agenda of the next regular city council meeting.

(d) Filing by subdivider.

(4) The subdivider shall pay all reasonable costs incurred by the city for review and inspection, including preparation and review of plans, plats and specifications by the city engineer, attorney, zoning administrator planner and other costs of a similar nature upon receipt of a statement therefor from the zoning administrator city-engineer. This payment shall be in addition to the subdivision fee provided for in this section.

Section 114-36.- Same- Final plat.

(a) The final plat shall be on a sheet 20 inches wide by 30 inches long and shall be at a scale of 100 feet equals one inch or such other standard scale as approved by the zoning administrator city-engineer and in all other respects shall comply with state statutes. Where necessary, the plat or final plat may be on several sheets accompanied by a key map showing the entire subdivision. For large subdivisions, the final plat may be submitted for approval progressively in contiguous sections satisfactory to the city council. The final plat shall contain the information required on the preliminary plat, except that the following information required on the preliminary plat need not be shown on the final plat:

SECTION 2. AMENDMENT. South St. Paul City Code Section 118-8 is hereby amended as follows:

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

Commercial recreation means bowling alley, cart track, jump center, golf, pool hall, vehicle racing or amusement, dance hall, skating, ~~tavern~~, firearms range, automobile camp, and similar uses such as a sauna, health club, or theater.

Garage, Private means ~~as defined in the state building code~~ a building or portion of a building in which motor vehicles used by an owner or tenant of the building or buildings on the premises are stores or kept, without provisions for repairing or servicing such vehicles for profit.

Zoning Administrator means the City Planner or their designee.

SECTION 3. AMENDMENT. South St. Paul City Code Section 118-37 through 118-41 are hereby amended as follows:

Section 118-37.- Enforcing officer.

(a) *Establishment, appointment, facilities.* It shall be the duty of the zoning administrator city-engineer or such other person as may be designated by the city council to enforce the provisions of this chapter.

(c) The zoning administrator city-engineer shall not have the discretion to vary the terms and provisions of this chapter, except as specifically provided for herein or as may be authorized by the city council. The zoning administrator city-engineer shall have the power and

responsibility to interpret any provisions of this chapter that may be unclear. In the discharge of this duty, the city attorney shall provide advice upon request. In the making of any such interpretation, the zoning administrator ~~city engineer~~ shall set forth in writing the reasons for all decisions made.

Section 118-38.- Appeals.

- (a) The city council shall determine, in harmony with the general purpose and intent of this chapter and the comprehensive municipal plan, by resolution, all appeals from any requirement, permit, or decision made by the zoning administrator ~~city engineer~~.
- (b) At any time within 14 days after the decision of the zoning administrator ~~city engineer~~, or other city official, under the provisions of this chapter, except in connection with prosecutions for violations thereof, the applicant or other person or officers of the city affected thereby may appeal to the city council by filing a written notice with the city clerk stating the action appealed from and stating the specific grounds upon which the appeal is made.

Sec. 118-39.- Variances

- (a) *Application.* Any owner of property, a person, firm, association, or corporation holding a contract to purchase property, an optionee holding an option conditioned solely on the grant of a variance, or the duly authorized agent of such person, may make application for a variance, which shall include the written consent of the fee owner. The application shall be made on forms supplied by the city and filed with the zoning administrator ~~city planner~~. The application shall contain the following:
 - (f) *Termination.* The violation of any condition in the grant of the variance may terminate the variance, following a hearing by the city council. If the property is not used or improvements substantially begun within a period of one year after the decision granting the variance, the variance shall terminate, and the city planner shall notify the owner of the termination thereof. The owner, in the event of any such termination, shall have the right of appeal as set forth in this chapter.

Sec. 118-40. - Conditional use permits.

- (a) *Purpose and public policy.* In the enactment of this chapter, the city recognizes that there are certain uses that, because of their characteristics, limited number, or unique character, cannot be classified into any particular district or districts without providing extensive regulatory provisions. It is also recognized that certain uses, while generally not suitable in a particular zoning district, may, under some circumstances and conditions, be suitable. A conditional use permit shall apply to the use of land and not to a particular person. Any change in land ownership, lease, rental, occupancy or other similar change shall not affect the conditional use permit. The provision for conditional use permits is, therefore, established

in order that the regulations of the city with respect to zoning may be continued on an individual basis as follows:

~~(4) Reserved.~~

~~(4 5)~~ If a use is listed as both a permitted and a conditional use in this chapter, the more restrictive provisions shall apply.

~~(5 6)~~ The city may deny issuance of any conditional use permit not in conformity to the basis and criteria for granting such permits.

- (b) *Application.* Any owner of property, a person, firm, association, or corporation holding a contract to purchase property, an optionee holding an option conditioned solely on the grant of a variance, or the duly authorized agent of such person, may make application for a variance, which shall include the written consent of the fee owner. The application shall be made on forms supplied by the city and filed with the zoning administrator ~~city planner~~. The application shall contain the following:
- (f) *Termination.* The violation of any condition in the grant of the conditional use permit may terminate the conditional use permit, following a hearing by the city council. If the property is not used or improvements substantially begun within a period of one year after the decision of the city council, the conditional use permit shall terminate automatically, ~~and the city planner shall notify the owner of the termination thereof. The owner, in the event of any such termination, shall have the right of appeal as set forth in this chapter.~~

Section 118-41.- Interim use permits.

- (b) *Application.* Any owner of property, a person, firm, association, or corporation holding a contract to purchase property, an optionee holding an option conditioned solely on the grant of an interim use permit, or the duly authorized agent of such person, may make application for an interim use permit, which shall include the written consent of the fee owner. The application shall be made on forms supplied by the city and filed with the zoning administrator ~~city planner~~.
- (f) *Termination.* The violation of any condition in the grant of the interim use permit may terminate the interim use permit, following a hearing by the city council. If the property is not used or improvements substantially begun within a period of one year after the decision of the city council, the interim use permit shall terminate automatically, ~~and the city planner shall notify the owner of the termination thereof. The owner, in the event of any such termination, shall have the right of appeal as set forth in this chapter.~~

Section 118-42.- Amendments.

- (1) Application. Any owner of property, a person, firm, association, or corporation holding a contract to purchase property, an optionee holding an option conditioned solely on the grant of a rezoning, or the duly authorized agent of such person, may make application for a rezoning text or map amendment, which shall include the written consent of the fee owner. The application shall be made on forms supplied by the city and filed with the zoning administrator ~~city planner~~. The application shall contain the following:

SECTION 4. AMENDMENT. South St. Paul City Code Section 118-45 is hereby amended as follows:

Sec. 118-45. - Certificate of occupancy permit.

No person may change the use of any land (except for agricultural purposes or for construction of essential services and transmission lines) or occupy a new or structurally altered building after the effective date of the ordinance adopting this Code unless that person has first obtained a certificate of occupancy.

(1) Application for a certificate of occupancy for a new use of land, new building or for an existing building that has been altered may be filed with the building official ~~city engineer~~ after the application for a building permit for such building. The certificate of occupancy shall be issued by the building official ~~city engineer~~ within ten days after the construction or alteration of such building or part thereof has been completed in conformity with the provisions of this chapter and the state building code. Pending the issuance of said certificate, a temporary certificate of occupancy may be issued by the building official ~~city engineer~~, subject to the provisions of the building code, for a period not to exceed 12 months during the completion of the erection or the alteration of such building. The temporary certificate shall not be construed as in any way altering the respective rights, duties, or obligations of the owners or of the city relating to the use or occupancy of the premises or any other matter except under such restrictions and provisions as will adequately ensure the safety of the occupants. The use of any structure for which a building permit is required shall be considered a violation of this chapter unless a certificate of occupancy has been issued.

(2) Any owner of any building or land may request a certificate of occupancy from the building official ~~city engineer~~, who shall issue the same upon the payment of the fee stated in the fee schedule ~~chapter 26 of Code~~ when the following findings have been made:

SECTION 5. AMENDMENT. South St. Paul City Code Section 118-123 is hereby amended as follows:

Section 118-123.- R-3, general residence district.

- (a) Permitted uses. Within the R-3 district, no structures or land shall be used except for one or more of the following uses:
- (1) Any use permitted in the R-1 and R-2 districts, as regulated therein, except that a state licensed residential care facility may only serve six or fewer persons and must be located on a lot that is being used as a single-family use.
 - (2) Townhouses not exceeding eight dwelling units (also see section 118-267).
 - (3) Buildings containing two or more dwelling units, not to exceed 12 dwelling units. No building permit shall be issued for any apartment building or townhouse containing three or more dwelling units unless the zoning administrator ~~city engineer~~ has first approved drawings showing the following information:
 - a. The overall size of the exterior of the building or buildings and the general character and appearance of the building or buildings in elevation.
 - b. A site plan filed with the city clerk, as approved by the zoning administrator ~~city engineer~~, shall be submitted showing the placement of buildings on the site, proposed parking and ingress and egress, proposed contours and retaining walls as related to existing contours, general layout of any proposed access roads, and locations of sewer and water connections, as may be needed.

SECTION 6. AMENDMENT. South St. Paul City Code Section 118-126 is hereby amended as follows:

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

(b) *Uses by conditional use permit.* The following uses shall require a conditional use permit:

- (1) On-sale and off-sale liquor establishments (~~see section 118-269~~).

(c) Interim Uses. The following interim uses shall be permitted:

- f. "Sidewalk" sales may be located on city right-of-way provided:
 5. Properties that would like to hold a "sidewalk" sale are not required to obtain an interim use permit but shall be required to register the occurrence and the dates for the occurrence with the zoning administrator ~~city planner~~ prior to holding the sale.

SECTION 7. AMENDMENT. South St. Paul City Code Section 118-127 is hereby amended as follows:

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

(e) *Design and development standards.*

(1) Building materials.

- a. At least 90 percent of any building façade facing Concord Street shall be Class I, II, or III materials as defined in section 118-9. In addition to the listed materials, architectural metal siding, finished wood siding, and engineered wood siding may also be used.
- b. On a corner lot, at least 90 percent of the façade facing the side street shall be comprised of Class I, II, or III materials as defined in section 118-9. In addition to the listed materials, architectural metal siding, finished wood siding and engineered wood siding may also be used.
- c. Façades that face an interior property line or a rear property line may be comprised of any combination of Class I, II, III, or IV materials, as defined in section 118-9. In addition to the listed materials, engineered wood siding and architectural metal siding may also be used.

SECTION 8. AMENDMENT. South St. Paul City Code Section 118-129 is hereby amended as follows:

Section 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) Commercial kennels, animal hospitals.
 - (8) Child day care facility when located within the same building as the principal use and provided only for employees of the principal use.
 - (9) 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) Exterior storage (not as a principal use).
 - (11) Exterior storage and open sales lot in conjunction with an approved use on the same site.

- (12) 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) 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) 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.~~

- ~~(14 15)~~ Hotel or motel.
- ~~(15 16)~~ Laundry and dry cleaning processing plants (not retail).
- ~~(17)~~ ~~Metal-clad building.~~
- ~~(16 18)~~ 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.
- ~~(17 19)~~ 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.
- ~~(18 20)~~ Private and business schools.
- ~~(19 21)~~ PWS antenna.
- ~~(20 22)~~ PWS tower.

- (~~21 23~~) Restaurants.
- (~~22 24~~) Sexually oriented uses, as defined in article XVIII of chapter 18, 500 feet north of I-494 and south of Grand Avenue.
- (~~23 25~~) Spur tracks.
- (~~24 26~~) Structures of any type over 50 feet in height.
- (~~25 27~~) 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.
- (~~26 28~~) Temporary structures.
- (~~27 29~~) Truck stop.
- (~~28 26~~) Veterinary clinic.
- (~~29 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.~~

- (j) Landscaping. In addition to the requirements of section 118-243, all areas in this zone shall present a detailed landscape plan prepared by a landscape architect or other qualified person approved by the ~~zoning administrator~~ ~~city engineer~~. The landscaping plan shall provide for a landscaped area that is a minimum of 15 percent of the parcel's total area. The landscaping plan shall present a pleasing handling of the lot and shall include overstory trees, understory trees and appropriate plants and shrubs. The trunks of all deciduous trees shall be at least two and one-half inches in diameter, and all coniferous trees shall be at least six feet in height. The minimum number of overstory trees shall be equal to the perimeter of the lot divided by 70. If any of these specific landscaping requirements are not practicable, as determined by a qualified landscaping expert, due to soil conditions, water tables, availability of plant species or other conditions beyond the control of the property owner,

these requirements may be modified by the city at the request of the owner. The plan shall certify that the cost of the plant materials is equal to or exceeds two percent of the cost of the proposed building. For buildings over \$1,000,000.00 in cost, the amount of landscaping cost may be reduced by the city council.

SECTION 9. AMENDMENT. South St. Paul City Code Section 118-132 is hereby amended as follows:

Sec. 118-132. PUD, planned unit development.

- (d) Preliminary review. Before applying for a planned unit development permit, the developer shall first apply for preliminary review of the proposed development. The application shall be accompanied by payment of a preliminary review fee as set by chapter 26. The application shall be filed with the zoning administrator ~~city engineer~~ and shall contain the following information relating to the property, developer, and the proposed development:
- (1) *Standards.* Reports shall be bound and submitted on 8½-inch by 11-inch size paper, vertical format. The scale of maps submitted shall be at least one inch to 100 feet or one inch to 50 feet, as may be required by the zoning administrator ~~city engineer~~
 - (8) *Action of the city.* Within 60 days after its first regular meeting after an acceptable application for preliminary review has been filed with the zoning administrator ~~city engineer~~, the city shall give preliminary plan approval, reject the proposed plan, or request additional information and/or plan changes. If the preliminary plans are approved by the city, the developer may proceed to apply for a permit for a planned unit development.
- (e) *Application for planned unit development permit.*
- (3) *Information required.* The applicant shall file with the city such information as required by this Code and as required by the zoning administrator ~~city engineer~~.
- (g) General provisions. General requirements are as follows:
- (3) Building sites. In the event any or all of the planned unit development site is conveyed, the buyers thereof shall be bound by the provisions of the planned unit development permit. Nothing herein shall be construed to create nonconforming uses by virtue of planned unit development site sales, in whole or in part, provided that a subdivision plan for such sales has been approved by the zoning administrator ~~city engineer~~.

SECTION 10. AMENDMENT. South St. Paul City Code Section 118-133 is hereby amended as follows:

Sec. 118-133. MH, mobile home district.

- (e) General provisions.

(3) Prior to construction of a mobile home park, the owner shall file for approval by the zoning administrator ~~city-engineer~~ a detailed set of plans and specifications concerning those design features set forth herein. The detailed construction plans and specifications shall be in accordance with the design drawings as approved by the city council and in accordance with the design requirements contained herein unless the city council has granted a variance therefrom. If the detailed construction plans and specifications are not in accordance, no construction shall begin. The zoning administrator ~~city-engineer~~ shall determine if the detailed construction plans and specifications are in accordance with the design requirements. If the zoning administrator ~~city-engineer~~ finds noncompliance, the decision may be appealed to the city council, which shall either affirm, modify, or reverse the decision of the zoning administrator ~~city-engineer~~.

(4) Prior to construction of a mobile home park, the owner shall file with the city a bond or cash deposit of 100 percent of the cost of improvements for landscaping, concrete curbs and gutters, streets, street lighting, recreational areas, and sewer and water for the total park development, or any section thereof, that is planned to be developed under the rezoning application, and as determined and set by the zoning administrator ~~city-engineer~~, for the purpose of insuring compliance by the applicant with the design drawings, as approved by the city council; provided, however, that certain preliminary construction work, such as preliminary grading, slope alteration, preliminary landscaping and berm placement, can be performed if the owner files with the city a performance bond for the cost thereof as estimated by the zoning administrator ~~city-engineer~~.

(5) No mobile home shall be located on any site within the mobile home park until an occupancy permit has been issued for such specific site. Occupancy permits shall be issued by the building official ~~city-engineer~~ if:

a. Construction of the specific mobile home site has been completed in accordance with the detailed construction plans and specifications as submitted to and approved by the building official ~~city-engineer~~;

(6) If the building official ~~city-engineer~~ denies an occupancy permit, the decision may be appealed to the city council, which shall either affirm, modify, or reverse the decision of the city engineer.

SECTION 11. AMENDMENT. South St. Paul City Code Section 118-133 is hereby amended as follows:

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

(k) Landscaping. In addition to the requirements of section 118-243, all areas in this zone shall present a detailed landscape plan prepared by a landscape architect or other qualified person approved by the zoning administrator ~~city-engineer~~. The landscaping plan shall provide for a landscaped area that is a minimum of 15 percent of the parcel's total area. The landscaping plan shall present a pleasing handling of the lot and shall include overstory trees, understory trees and appropriate plants and shrubs. The trunks of all deciduous trees shall be at least two and one-half inches in diameter, and all coniferous trees shall be at least six feet in height. The

minimum number of overstory trees shall be equal to the perimeter of the lot divided by 70. If any of these specific landscaping requirements are not practicable, as determined by a qualified landscaping expert, due to soil conditions, water tables, availability of plant species or other conditions beyond the control of the property owner, these requirements may be modified by the city at the request of the owner. The plan shall certify that the cost of the plant materials is equal to or exceeds two percent of the cost of the proposed building. For buildings over \$1,000,000.00 in cost, the amount of landscaping cost may be reduced by the city council.

SECTION 12. AMENDMENT. South St. Paul City Code Section 118-194 is hereby amended as follows:

Sec. 118-194. - Screening.

Screening of parking areas shall be required and be properly maintained in all zoning use districts where any off-street parking area contains more than six parking spaces and is within 30 feet of an adjoining residential district and where the driveway to a parking area of more than six parking spaces is within 15 feet of an adjoining residential use or district. Where any business or industrial use, i.e., structure, parking, or storage, is adjacent to property zoned for residential use, that business or industry shall provide screening along the boundary of residential property. The type of screening required in this section shall be as determined by the ~~zoning administrator~~ ~~city engineer~~.

SECTION 13. AMENDMENT. South St. Paul City Code Section 118-204 is hereby amended as follows:

Sec. 118-204. - Conformance with regulations.

Upon application for a building permit, a detailed site and development plan shall be submitted indicating conformance with regulations of this chapter. Plan submission requirements shall be as noted herein and as may be requested by the ~~zoning administrator~~ ~~city engineer~~.

SECTION 14. AMENDMENT. South St. Paul City Code Section 118-208 is hereby amended as follows:

Section 118-208.- Accessory buildings and structures

(f) *Construction and finish.*

(1) All zoning districts:

- a. All accessory buildings shall require a surfaced floor, except greenhouses.
- b. Accessory buildings shall be anchored to a concrete slab, or otherwise securely fastened to the ground by other methods approved by the building inspection department.

- c. Exterior materials and finish must match or complement the exterior finish of the principal structure in material, color and texture. Exterior surfaces of all accessory buildings shall be maintained in new or like new condition, free from cracked and peeling paint, rusting and deteriorating materials.
- (2) All residential zoning districts:
- a. If constructed of metal, the accessory structure shall have prefinished enamel siding and roof.
 - b. No corrugated or unfinished galvanized metal siding or roofing shall be used.
 - c. Galvanized steel-covered pole buildings are prohibited.
 - d. Wood frame accessory buildings or structures shall conform to the Minnesota State Building Code and shall have one of the following types of siding: Masonite, stucco, brick, stone, shakes, redwood, exterior plywood panel, hardboard, decorative steel, decorative aluminum, vinyl, hardie-board, decorative fiberglass and/or rough-cut exterior siding, and the roofing material shall consist of asphalt shingles, standing-seam metal roofing, or when the pitch of the roof is less than 5/12, decorative rolled roofing will be permitted. In addition to the listed materials, a detached accessory building shall be permitted to match the existing siding and roofing materials of the principal structure.
 - e. Accessory structures that are 200 sq. ft. in area or less may be constructed out of resin or plastic.
- (3) All other districts:
- a. In business, mixed use, and industrial districts, all accessory structures, screen walls, and exposed areas of retaining walls shall be of a similar type, quality, and appearance as the principal structure.

SECTION 15. AMENDMENT. South St. Paul City Code Section 118-240 is hereby amended as follows:

Sec. 118-240. Exterior storage.

- (a) No exterior storage is allowed on property used for residential purposes. In all zoning districts, all materials, equipment, and personal property shall be stored within a building or fully screened so as to not be visible from adjoining properties or public rights-of-way. Exterior storage is only allowed by a conditional use permit in the following commercial zoning districts and must follow any applicable rules laid out in each district (except as provided in section 118-129):
 - (1) ~~C-1, retail business district;~~ I-1 Light Industrial district
 - (2) GB, general business;
 - (3) I, industrial district;

- (4) MMM, mixed markets and makers district; and
- (5) CGMU, Concord Gateway mixed-use district.

(b) In nonresidential districts, exterior storage of personal property may be permitted by conditional use permit, provided that any such property is so stored for purposes relating to a use of the property permitted by this Code and will not be contrary to the intent and purpose of this chapter. The city will determine, prior to the issuance of a conditional use permit, that the proposed use of land for exterior storage will conform to the following performance criteria:

- (1) Outdoor storage items shall be placed within an enclosure approved by the zoning administrator ~~city engineer~~.

SECTION 16. AMENDMENT. South St. Paul City Code Section 118-242 is hereby amended as follows:

Sec. 118-242. – Screening.

(d) The screening required in this section shall consist of earth berms, mounds, or ground forms, fences and walls, landscaping (plant materials) or landscaping fixtures (such as timbers) used in combination or singularly so as to block direct visual access. If landscape planting materials are utilized, these shall be provided and designed in such a manner as to provide a reasonable visual barrier during winter as well as summer months. Mechanical equipment screening materials shall require the approval of the zoning administrator ~~city engineer~~ for rooftop equipment.

(e) Required screening shall be as approved by the zoning administrator ~~city engineer~~. Existing land uses may be required to install screening if so ordered by the city council following a public hearing.

(f) Mechanical equipment (as defined in the state building code) located on the roof of any building and visible from the street level or from adjacent properties shall be screened with a material approved by the zoning administrator ~~city engineer~~ and designed to blend harmoniously with the building's facing materials. Where a building has exposure to a building with higher elevation, mechanical equipment on the roof shall be totally screened or enclosed with a material, approved by the zoning administrator ~~city engineer~~, designed to blend with the roof surface material.

SECTION 17. AMENDMENT. South St. Paul City Code Section 118-243 is hereby amended as follows:

Sec. 118-243. – Landscaping.

(a) *General standards.* The following general standards shall be applicable citywide:

(2) In all zoning districts, all developed uses shall provide landscaping from the street curb and gutter to the street right-of-way line or sidewalk. This landscaped yard shall be kept clear of all exterior storage and off-street parking unless otherwise approved by the zoning administrator city-engineer.

SECTION 18. AMENDMENT. South St. Paul City Code Section 118-256 is hereby amended as follows:

Sec. 118-256. – Service stations.

The following minimum requirements for service stations shall be met:

(2) Exterior storage, other than vehicles, shall be limited to service equipment and items offered for sale on pump islands and other structural platforms as may be approved by the zoning administrator city-engineer, who may require that the items offered for sale be located in containers such as racks, metal trays, and similar structures designed to display merchandise. Exterior storage of items offered for sale shall not be located within yard setback requirements. Exterior storage shall not constitute a hazard to vehicular or pedestrian circulation. Existing service stations shall comply with this requirement within 90 days of the effective date of the ordinance adopting this chapter.

SECTION 19. AMENDMENT. South St. Paul City Code Section 118-266 is hereby amended as follows:

Sec. 118-266. – Cluster developments, density zoning, and transfer

(a) Cluster developments.

(1) Cluster developments may be permitted in any multifamily zoning district following the completion and approval of a preliminary and final plat for a cluster development. The city council shall find that the proposed development plan is in substantial compliance with the applicable standards of this chapter, the intent and purpose of the comprehensive city plan, and the city's housing policies on file with the zoning administrator city-engineer.

SECTION 20. AMENDMENT. South St. Paul City Code Section 118-267 is hereby amended as follows:

Sec. 118-267. – Multifamily residential, townhouses, and cluster developments

(d) Application. The application for an multifamily residential development zoning district shall be made on forms prepared by the zoning administrator city-engineer and shall be accompanied by a site plan or a series of plans showing the following information:

The ~~zoning administrator~~ ~~city engineer~~ may waive such elements in such site plans if deemed not necessary for the preliminary consideration of the application, provided that plans disclosing all the above requirements of an affirmative showing of no need for them shall be approved prior to the issuance of a building permit, which approved plans shall be identified as the plans approved. Copies thereof shall be filed with the city and shall be and constitute the plans to be followed in construction.

- (h) Conversion of existing residential building to multiple dwelling use. Buildings originally designed for one or two families and in existence on the effective date of the ordinance adopting this chapter may be converted or expanded to accommodate additional dwelling units by the issuance of a conditional use permit, provided that they conform to the following standards:

(5) Plans become a part of permit. All plans submitted to and approved by the city shall be incorporated by reference and proper identification in the permit and copies of the approved plans shall be presented to the ~~building official~~ ~~city engineer~~, who shall have the duty to determine that the plans are followed in the reconstruction.

- (k) *Cluster developments*. Cluster developments shall be permitted in any multiple-family district by the issuance of a planned unit development conditional use permit.

(2) *Plans and legal documents*. The application for a planned unit development conditional use permit shall contain all documents showing in what manner the applicant proposes to fulfill the requirements of this chapter, including site plans and form of legal documents. All documentation shall be reviewed by the ~~zoning administrator~~ ~~city engineer~~ and the city attorney prior to presentation to the planning commission, which, before setting a public hearing date thereon, shall give preliminary review thereof and may request such further documentation as it shall deem necessary. Said documentation shall be transmitted to such city officials as shall be responsible for supervising the development during construction and future maintenance thereof for their comments and suggestions.

SECTION 21. AMENDMENT. South St. Paul City Code Section 118-271 and 118-272 are hereby amended as follows:

Sec. 118-271. – Personal wireless services tower.

- (m) Application for antenna mounted on or within an existing structure or building. A PWS antenna may be mounted on the outside of any existing structure 30 feet in height or higher in an R-4, LB, C-1, GB, or I district upon the issuance of a conditional use permit. In all zoning districts, PWS antennas may be mounted on the outside of an institutional building or structure, as defined in section 118-207, of any height upon issuance of a conditional use permit. PWS antennas may not extend higher than 18 feet above the highest point of a building or structure. In all zoning districts, a visibly obscure PWS antenna and related accessory equipment may be mounted inside any building or structure upon issuance of a building permit. In addition to other building permit application requirements, an application for a building permit for a PWS antenna to be mounted on or within an existing building or structure shall contain the following information:

- (5) Accessory equipment and structures associated with the PWS antenna shall be located within the principal structure on top the principal structure, or ground mounted. Any exterior placement of accessory equipment and structures shall be screened and shall be architecturally designed to blend in with the surrounding neighborhood and the principal structure. All accessory equipment and structures shall be required to meet minimum requirements of the underlying zoning district. Ground-mounted accessory equipment and structure shall be screened from view by suitable vegetation and decorative privacy fencing with a minimum 85 percent opacity. The design of the screening for all ground mounted accessory equipment and structures must reflect and complement the architectural character of the surrounding neighborhood and principal structure. The screening plan is subject to review and approval of the zoning administrator ~~city planner~~. If the screening plan is part of a conditional use permit application, it shall be subject to the approval of the city council. If the total area of all ground mounted equipment and accessory structures exceeds 120 square feet, a conditional use permit shall be required.

Sec. 118-272. – Moving buildings

(b) Process:

- (3) All permit applications shall be reviewed and approved by the city engineer, police chief, building official, zoning administrator ~~city planner~~, and fire marshal prior to its submission to the planning commission.
- (4) All permit applications to move a building out of the city will be acted upon by the city engineer. ~~The~~ zoning administrator ~~city engineer~~ may impose additional conditions or the permit. The zoning administrator ~~engineer~~ may deny an application based on the criteria listed in section 118-272(e).

(j) *Moving operations.* Moving of all buildings shall comply with the following:

- (4) All exposed basements shall be filled in or backfilled with clean granular fill within seven calendar days after removal of the building. If the exposed basement is left uncovered more than seven calendar days, the building official ~~city engineer~~ shall have the basement filled.
- (5) All excavations and basements at the destination site of the building shall be filled in or backfilled within 21 days after completion of the move, unless building official ~~city engineer~~ grants an extension of time because of frost conditions.
- (6) All fine grading, seeding and sodding at the destination site shall be completed prior to issuance of a certificate of occupancy, unless the building official ~~city engineer~~ grants an extension of time because of frost or other weather conditions.

SECTION 22. AMENDMENT. South St. Paul City Code Section 118-274 is hereby amended as follows:

Sec. 118-274. – Institutional use standards

(b) *Standards.* The following standards shall govern all uses under this section and shall be strictly adhered to:

- (6) The site development plan, including private drives and roads, the exact location of all buildings and structures, landscaping and screening, if required, shall be presented to and approved by the city council. Before the plan is submitted for final approval, it shall have endorsed thereon the approval of the fire department, the city engineer, the zoning administrator, and such other public bodies and agencies as may have an applicable interest in the proposed use.

SECTION 23. AMENDMENT. South St. Paul City Code Sections 118-329 are hereby amended as follows:

Sec. 118-329. Exceptions.

The following signs do not require a sign permit and do not count towards the total amount of signage allowed at a property, provided they ~~meet the performance standards as described in this Article and~~ conform to any other provisions of the City Code.

- (a) Address signs.
- (b) Building markers.
- (c) Directional signs, which shall not exceed 6 square feet in gross area and 5 feet in height.
- (d) Interior signs
- (e d) Murals in the following situations:
 - (1) Murals on a property with commercial or industrial zoning that is being used for a commercial or industrial use.
 - (2) Murals on a property that is being used for public or institutional use.
 - (3) Murals on residential buildings containing at least 4 dwelling units that have CGMU or MMM zoning.
- (f e) Noncommercial flags.
- (g f) Signs of the City, county, state or federal government and subdivisions and agencies thereof.
- (h g) Walk-up window signs that are oriented towards customers engaging in a transaction at a walk-up window and which feature text that is not readily readable by passing traffic.

Electronic changeable copy walk-up window signs require a conditional use permit and are not considered an exempt sign.

- (i h) Window signs when located in the C-1, CGMU, GB, and MMM districts may be placed within a building, however the window coverage shall not exceed 30 percent of each window. There shall be no more than a maximum area of 80 square feet per street frontage for window signs. Electronic changeable copy window signs require a conditional use permit and are not considered an exempt sign.

SECTION 24. AMENDMENT. South St. Paul City Code Section 118-332, 118-333 and 118-335 are hereby amended as follows:

Sec. 118-332. General provisions.

- (a) *Illumination.* In general, all lighted signs shall comply with the standards for exterior lighting found in section 118-245, unless otherwise listed in this section. Illuminated signs may be internally or externally lit. External illumination for signs shall be constructed and maintained so that the source of light is not visible from an adjacent property or the right-of-way.

Sec. 118-333. On-premises signs.

- (a) *Awning and canopy signs.* Awning and canopy signs shall comply with the following requirements:

~~(5) Illuminated canopy and awning signs shall comply with the following lighting requirements:~~

- ~~a. On nonresidential buildings in residential districts, the direct source of light shall not be visible from the public right-of-way or adjacent residential use or district.~~
- ~~b. For signs or illuminated areas less than three feet in height, the degree of illumination or candlepower of illuminated canopies and awnings shall be limited to a single lamp exterior fluorescent fixture, running the entire length of the illuminated area.~~
- ~~c. For signs or illuminated areas three to five feet in height, the degree of illumination or candlepower shall be limited to double lamp fixtures.~~
- ~~d. In no event shall the power of the fixture exceed ten watts per foot for single lamp fixtures and 20 watts per foot for double lamp fixtures.~~

Sec. 118-335. Permitted signs by district.

Any sign that is not listed as a permitted (P) or allowed by conditional use permit (C) is prohibited. An asterisk (*) indicates special conditions within the zoning district.

Figure A-1. Permissible Signs By District

	R-1 R-2 R-3	R-4 <u>MH</u>	CGMU- 1	CGMU- 2	MMM	C-1	GB	I I-1 <u>RT</u>
Signage Area and Size								
Maximum Gross Area of all Signage on the Property (Square Feet)	6*	24*	150*	150*	150*	150*	200*	200*
Individual Sign Maximum Gross Area (Square Feet)	6*	24	100	100	100	100	100*	100*
Height (Feet)	6	6	8	8	8	8	12*	12*
Type of Signage								
Area Identification Signs	P	P	P	P	P	P	P	P
<u>Awning and Canopy Signs</u>	<u>P/C*</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Drive-Through Signs	—	—	C*	C	C	C	C	C
Dynamic Display Signs	C*	C*	C*	C	C	C	C	—
Dynamic Display Off-Premises Signs	—	—	—	—	—	—	C*	—
Electronic Changeable Copy Signs	C*	C*	C*	C	C	C	C	C

Electronic Graphic Display Signs	C*	C*	C*	C	C	C	C	—
Freeway Signs	—	—	—	—	—	—	C*	C
Illuminated Canopy and Awning Signs	E	P	E	E	E	E	E	E
Monument Signs	P*	P	C*	P*	P*	P	P	P
Non electronic Changeable Copy Signs	P*	P	C*	P*	P *	P	P	P
Nonilluminated Awning and Canopy Signs	P	P	P	P	P	P	P	P
Projecting Signs	C	P	P	P	P	P	P	—
Wall Signs	P/C*	P	P*	P*	P*	P	P	P

(b) Within multifamily residential zoning districts (R-4) signs must comply with the following regulations:

(3) The following types of signs are permissible:

- a. Area identification signs.
- b. Awning and canopy signs ~~Illuminated canopy and awning signs.~~
- c. Monument signs.
- d. Nonelectronic changeable copy signs.
- ~~e. —Nonilluminated awning signs and nonilluminated canopy signs.~~
- ~~e. f.~~ Projecting signs.
- ~~f. g.~~ Wall signs.
- ~~g. h.~~ Wall signs and monument signs for an institutional

(c) Within the CGMU-1: Concord Gateway Mixed-Use Zoning Sub-district 1. Signs must comply with the following regulations:

(1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half times the lineal feet of the longest building frontage facing a public street or 150 square feet in gross area, whichever is greater. If a property has a second street frontage, the property is eligible for additional signage equal to one-half times the lineal feet of the building frontage facing the second public street.

(2) Individual signs: The maximum gross area per sign shall not exceed 100 square feet in gross area and eight feet in height.

(3) The following types of signs are permissible:

a. Area identification signs.

b. Awning and canopy signs.

c. ~~b.~~ Nonilluminated awning and canopy signs.

d. ~~e.~~ Projecting signs.

e. ~~d.~~ Wall signs.

(4) The following types of signs require a conditional use permit:

a. ~~— Illuminated canopy and awning signs.~~

a. ~~b.~~ Monument signs on an eligible property. Monument signs shall not be allowed on Concord Exchange or within 75 feet of the Concord Exchange right-of-way. As part of a monument sign the following types of signs may also be incorporated:

1. Dynamic display, electronic changeable copy, and electronic graphic display signs.

2. Non-electronic changeable copy signs.

b. ~~e.~~ Drive-through signs.

(5) The following types of signs are prohibited:

a. Freeway signs.

(d) Within the CGMU-2: Concord Gateway Mixed Use Zoning Sub-district 2. Signs must comply with the following regulations:

(1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half times the lineal feet of the longest building frontage facing a public street or 150 square feet in gross area, whichever is greater.

(2) Individual signs: the maximum gross area per sign shall not exceed 100 square feet in gross area and eight feet in height.

(3) The following types of signs are permissible:

- a. Area identification signs.
 - b. Awning and canopy signs.
 - ~~c.-b.~~ Monument signs.
 - ~~d.-e.~~ Nonelectronic changeable copy signs.
 - ~~e.-d.~~ Nonilluminated awning and canopy signs.
 - ~~f.-e.~~ Projecting signs.
 - ~~g.-f.~~ Wall signs.
- (4) The following types of signs require a conditional use permit:
- a. Dynamic display signs, electronic changeable copy, and electronic graphic display signs that are part of a monument sign.
 - b. Drive-through signs.
 - ~~e. Illuminated awning and canopy signs.~~
- (5) The following types of signs are prohibited:
- a. Freeway signs.
- (e) Within the MMM: Mixed Markets and Makers District. Signs must comply with the following regulations:
- (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half times the lineal feet of the building frontage along Concord Street or 150 square feet in gross area, whichever is greater. Properties that do not have frontage on Concord Street shall not exceed 150 square feet of gross signage.
 - (2) Individual signs: The maximum gross area per sign shall not exceed on 100 square feet in gross area and eight feet in height.
 - (3) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Awning and canopy signs.
 - ~~c.-b.~~ Monument signs.
 - ~~d.-e.~~ Nonelectronic changeable copy signs.
 - ~~e.-d.~~ Nonilluminated awning and canopy signs.
 - ~~f.-e.~~ Projecting signs.
 - ~~g.-f.~~ Wall signs.
 - (4) The following types of signs require a conditional use permit:
 - a. Dynamic display signs, electronic changeable copy, and electronic graphic display signs that are part of a monument sign.
 - b. Drive-through signs.

~~e. —Illuminated awning and canopy signs.~~

- (5) The following types of signs are prohibited:
 - a. Freeway signs.
- (f) Within the C-1: Retail business zoning districts signs must comply with the following regulations:
 - (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half times the lineal feet of the longest building frontage facing a public street or 150 square feet in gross area, whichever is greater.
 - (2) Individual signs: The maximum gross area per sign shall not exceed 100 square feet in gross area and eight feet in height.
 - (3) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Awning and canopy signs
 - ~~c.-b.~~ Monument signs.
 - ~~d.-e.~~ Nonelectronic changeable copy signs.
 - ~~e.-d.~~ Nonilluminated awning signs and canopy signs.
 - ~~f.-e.~~ Projecting signs.
 - ~~g.-f.~~ Wall signs.
 - (4) The following types of signs require a conditional use permit:
 - a. Dynamic display signs, electronic changeable copy, and electronic graphic display signs that are part of a monument sign.
 - b. Drive-through signs.
 - ~~c. —Illuminated awning and canopy signs.~~
 - (5) The following types of signs are prohibited:
 - a. Freeway signs.
- (g) Within the GB: General business zoning district signs must comply with the following regulations:
 - (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half times the lineal feet of the longest building frontage facing a public street or 200 square feet in gross area, whichever is greater, unless otherwise excepted in section 118-333(e).
 - (2) Individual signs: the maximum gross area per sign shall not exceed 100 square feet in gross area and 12 feet in height, or as otherwise excepted in section 118-333(e).

- (3) Freeway signs are not permitted in that part of the GB district north of I-494, east of Trunk Highway 56 (Concord Street), south of Wentworth Avenue extended easterly and west of the Mississippi River.
- (4) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Awning and canopy signs
 - ~~c. b.~~ Monument signs
 - ~~d. e.~~ Nonelectronic changeable copy signs.
 - ~~e. d.~~ Nonilluminated awning and canopy signs.
 - ~~f. e.~~ Projecting signs.
 - ~~g. f.~~ Wall signs.
- (5) The following types of signs require a conditional use permit:
 - a. Drive-through signs subject to the requirements of section 118-333(b).
 - b. Dynamic display signs that are part of a monument sign. These signs are subject to the requirements of section 118-333(c).
 - c. Dynamic display off-premises signs on properties that are outside of the Mississippi River Critical Corridor Area (MRCCA), subject to the requirements of section 118-334. A property or business that has a dynamic display off-premises sign shall be permitted to have up to 200 square feet of total site signage in addition to the dynamic display off-premises sign. A property or business that currently exceeds 200 square feet of site signage must reduce their total site signage to 200 square feet or less in order to qualify for a conditional use permit to have a dynamic display off-premises sign.
 - d. Electronic changeable copy or electronic graphic display signs that are part of a monument sign.
 - e. Freeway signs, subject to the requirements of section 118-333(e).
 - ~~f. Illuminated awning and canopy signs.~~
- (h) Within the industrial zoning districts (I and I-1) and Railroad Transportation District (RT), signs must comply with the following regulations:
 - (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half the lineal feet of the longest building frontage facing a public street or 200 square feet in gross area, whichever is greater, unless otherwise excepted in section 118-333(e). Each principal building at the Fleming Field Municipal Airport shall be allowed to have at least 200 square feet of total signage, regardless of the length of the building frontage.
 - (2) Individual signs: the maximum gross area per sign shall not exceed 100 square feet in gross area and 12 feet in height, or as otherwise excepted in section 118-333(e).

- (3) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Awning and canopy signs.
 - ~~c. b.~~ Monument signs.
 - ~~d. e.~~ Nonelectronic changeable copy signs.
 - ~~e. d.~~ Nonilluminated awning and canopy signs.
 - ~~f. e.~~ Wall signs.
- (4) The following types of signs require a conditional use permit:
 - a. Drive-through signs.
 - b. Electronic changeable copy signs.
 - c. Freeway signs, subject to the requirements of section 118-333(e).
 - ~~d. Illuminated canopy and awning signs.~~
- (5) The following types of signs are prohibited:
 - a. Dynamic display signs.
 - b. Electronic graphic display signs.
 - c. Projecting signs.

SECTION 25. AMENDMENT. South St. Paul City Code Section 118-352 is hereby amended as follows:

Sec. 118-352. – General provisions.

- (f) Control of off-street parking facilities. When required, accessory off-street parking facilities are provided elsewhere than on the lot on which the principal use served is located, they shall be in the same ownership or control, either by deed or longterm lease, as the property occupied by such principal use, and the owner of the principal use shall file a recordable document with the zoning administrator ~~city engineer~~ requiring the owner and the heirs and assigns thereof to maintain the required number of off-street parking spaces during the existence of said principal use.
- (j) Parking on grass, yards prohibited. In all zoning districts within the city, off-street parking of any type of motor vehicle shall be permitted only on driveways or parking areas that are constructed of asphalt or concrete material. No more than one-third of the front yard of any property used for residential purposes may be paved for parking areas. Parking in landscaped yards and boulevards is prohibited, except as follows:
 - (2) For any property used for residential purposes, a recreational vehicle may be parked in a landscaped rear or side yard if the following conditions are met:

f. The recreational vehicle is stored on a parking pad constructed of asphalt, concrete, landscape pavers or uniform rock, as depicted on a plan approved by the ~~zoning administrator~~ ~~city engineer~~. The parking pad must encompass the entire parking area on which the recreational vehicle is located. If uniform rock is used, the rock must be contained by the use of edging and commercial-grade weed prevention fabric.

SECTION 26. AMENDMENT. South St. Paul City Code Section 118-353 is hereby amended as follows:

Sec. 118-353. – Design and maintenance of off street parking areas

(g) *Planting islands.* For each additional 3,000 square feet or a portion thereof of parking area beyond the first 3,000 square feet, one planting island of identical size to the neighboring parking space, but not less than 200 square feet, shall be installed within the interior of the parking lot, unless otherwise approved by the ~~zoning administrator~~ ~~city engineer~~. All planting islands installed shall have six-inch integral concrete curb and gutter around the entire perimeter, and a landscaped interior.

(h) *Screening, six parking spaces or more.* When a required off-street parking area for six or more vehicles is located adjacent to a residential use or district, a fence or screening not less than four feet in height shall be erected along the residential property line; additional screening may be required by the ~~zoning administrator~~ ~~city engineer~~.

SECTION 27. 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:

The ordinance addresses items that were missed during the recent sign code update, removes an expired use from the I district, replaced “city engineer” with “zoning administrator” or “building official” where appropriate, and addresses other items that need to be clarified or removed.

SECTION 28. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Deanna Werner, City Clerk

Attachment 2
Examples of Building Materials Being Discussed



Resin (plastic) shed

Attachment 2
Examples of Building Materials Being Discussed



Finished galvanized metal roofing

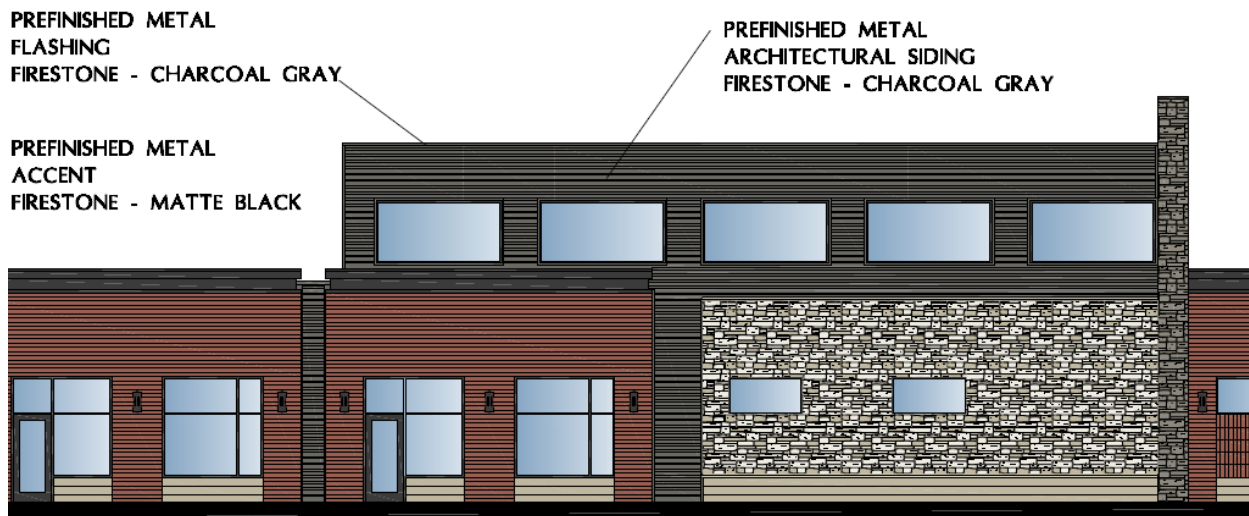


Corrugated/Unfinished metal roofing

Attachment 2
Examples of Building Materials Being Discussed



Architectural Metal Siding Example



Architectural Metal Siding on New South St. Paul Animal Hospital Facility

Attachment 3
Awning/Canopy Sign Examples



Internally Illuminated Awning Sign



Externally Illuminated Canopy Sign