



CITY OF SOUTH ST. PAUL MEETING AGENDA

CITY COUNCIL

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

Tuesday, February 18, 2025
7:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

- A. Introduction - Police Officer Thomas Walek
- Introduction - Police Officer Payton Powell
- Introduction - Police Officer Joseph Earl

6. CITIZEN'S COMMENTS

Comments are limited to 3 minutes in length.

7. APPROVAL OF AGENDA

8. CONSENT AGENDA

All items listed on the Consent Agenda are items, which are considered routine and will be approved by one motion. There will be no separate discussion of these items unless requested by a member of the governing body or citizen, 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 2-3-2025 Special Meeting, 2-3-2025 Regular Meeting & 2/10/2025 Worksession
- B. Accounts Payable
- C. Business Licenses
- D. Authorize Submission of DNR Outdoor Recreation Grant Application
- E. Conditional Employment Offer - Community Service Officer

- F. Purchase of One (1) Police Vehicle
- G. Accept Letter of Resignation
- H. Parking Restrictions on Marie Avenue from 3rd Avenue to 9th Avenue
- I. Approve Plans and Specifications and Authorize Advertisement for Bids 2025-03 4th Street S Rehabilitation Project
- J. Approve Right of First Refusal at the South St. Paul Airport
- K. Accept and Authorize Execution of Proposal for Professional Services - Civil Site Group (Hardman Triangle Survey)
- L. Well No. 3 Water Treatment Plant - Change Order No. 4

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

11. GENERAL BUSINESS

- A. Conditional Use Permit for an Adult Daycare in the Southview Shopping Center
- B. First Reading: Ordinance Updating the Zoning Code's Parking Regulations for Residential and Mixed-Use Properties
- C. City Administrator Performance Review and Employment Agreement.

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

DATE: February 18, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

City Council Meeting Minutes of 2-3-2025 Special Meeting, 2-3-2025 Regular Meeting & 2/10/2025 Worksession

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

Approval of meeting minutes for the Special Closed Meeting held on Monday, February 3, 2025, the Regular City Council Meeting held on Monday, February 3, 2025 and the Work Session held on Monday, February 10th, 2025.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 02-03-2025, Special Council Minutes
2. 02-03-2025, Council Minutes
3. 02-10-2025, WS Minutes



SOUTH ST. PAUL CITY COUNCIL MINUTES OF FEBRUARY 3, 2025

1. CALL TO ORDER

Mayor Jimmy Francis called the special meeting of the City Council to order at 6:15 PM on Monday, February 3, 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

Kori Land, City Attorney

David Sienko, City Attorney

3. APPROVAL OF AGENDA

Moved by: Tom Seaberg / Lori Hansen

Moved: To Approve the agenda as presented.

Vote: 7 ayes / 0 nays, motion Passed

4. CLOSED SESSION

A. CLOSED SESSION PURSUANT TO MINNESOTA STATUTES § 13D.05, SUBD. 3(B) FOR A CONFIDENTIAL ATTORNEY-CLIENT DISCUSSION REGARDING ACTIVE LITIGATION IN THE MATTER OF SANIMAX USA, LLC V. CITY OF SOUTH ST. PAUL

Motion to move into a closed session pursuant to Minnesota Statutes § 13D.05, Subd. 3(b) for a confidential attorney-client discussion regarding active litigation in the matter of Sanimax USA, LLC v. City of South St. Paul.

Moved by: Matt Thompson / Jimmy Francis

Moved: To close meeting

Vote: 7 ayes / 0 nays, motion Passed

The meeting was closed at 6:16 PM

Moved by: Matt Thompson / Pam Bakken

Moved: To Re-open meeting

Vote: 7 ayes / 0 nays, motion Passed

The meeting was reopened at 6:54 PM

5. ADJOURNMENT

Moved by: Matt Thompson / Joe Kaliszewski

Moved: To Adjourn

Vote: 7 ayes / 0 nays, motion Passed

The meeting was adjourned at 6:55 PM.

/s/: Deanna Werner
City Clerk



SOUTH ST. PAUL CITY COUNCIL MINUTES OF FEBRUARY 3, 2025

1. CALL TO ORDER:

Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on Monday, February 3, 2025.

2. ROLL CALL:

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

Absent: None

Staff Present:

Ryan Garcia, City Administrator

Deanna Werner, City Clerk

Kori Land, City Attorney

Monika Miller, Asst. City Planner

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS:

A. Kaposia Days Special Event - Bingo Fundraiser

B. Wakota Ridge Campus - Pack Meals for Hungry Kids

C. Open to Business Update

6. CITIZEN'S COMMENTS:

None

7. AGENDA:

A. Approval of Agenda

Moved by: Tom Seaberg / Matt Thompson

Moved: To Approve agenda as presented.

Vote: 7 ayes / 0 nays, motion

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 it, 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 January 21, 2025 Regular Meeting and January 27, 2025 Work Session.~~
Removed for further discussion
- B. Accounts Payable
- C. Business Licenses
- D. Accept Letter of Resignation
- E. Conditional Employment Offer - Police Officer
- F. Blue Ox Media Group Conditional Use Permit Extension
- G. Amend Interest Rate for SAC Deferrals to Align With the Metropolitan Council's Interest Rate

Moved by: Pam Bakken / Todd Podgorski

Moved: To approve consent agenda as revised.

Vote: 7 ayes / 0 nays, motion Passed

9. ITEMS REMOVED FROM CONSENT AGENDA

- A. Consent Item 8-A, City Council Meeting Minutes of January 21, 2025 Regular Meeting and January 27, 2025 Work Session.

Moved by: Pam Bakken / Todd Podgorski

Moved: To Approve minutes for the 21st Regular Meeting and January 27th Work Session as submitted.

Vote: 7 ayes / 0 nays, motion Passed

10. PUBLIC HEARINGS:

- A. South Triangle Tax Increment Financing District, Resolution 2025 - 16

Moved by: None / None

Moved: To Approve Resolution 2025-016, South Triangle Tax Increment Financing District.

Vote: 7 ayes / 0 nays, motion Passed

11. GENERAL BUSINESS:

- A. Second Reading- Ordinance to Clarify Intent and Make Minor Zoning Code Adjustments

Moved by: Joe Kaliszewski / Pam Bakken

Moved: To Motion to approve Ordinance 1431, Clarifying Intent & Making Code Adjustments.

Vote: 7 ayes / 0 nays, motion Passed

12. MAYOR AND COUNCIL COMMUNICATIONS:

13. ADJOURNMENT:

Moved by: Tom Seaberg / Pam Bakken

Moved: To Adjourn

Vote: 7 ayes / 0 nays, motion Passed

The meeting was adjourned at 8:20 PM.

/s/: Deanna Werner
City Clerk

South St. Paul City Council Work Session

Session Notes for February 10, 2025

1. CALL TO ORDER

Mayor Francis called the City Council Work Session to order at 7:00 PM on February 10, 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

Staff Present: Ryan Garcia, City Administrator, Deb Griffith, Community Affairs, Monika Miller, Associate Planner, Shannon Young, Director of Parks & Recreation, Heather Flock, Recreation Programmer, Brian Wicke, Police Chief, Michael Healy, Planning Manager

2. DISCUSSION ITEMS

A. Library Reuse Study Update

Ms. Miller introduced Kirk Davis and Katie Kuisle of New History and Jeff Miller of HKGI. New History is leading the Library Reuse Study with Public Engagement support from HKGI.

The Consultant team briefly reviewed the “building definition” phase of the project, highlighting the following:

- There is a high likelihood that the building may be eligible for the National Register of Historic Places (NRHP). This registration would include the 1964 addition. It was also noted that there was no obvious advantage to removal of the 1964 addition.
- The MRCCA-regulated setbacks will limit additions and redevelopment of the site.
- The site’s C-1 zoning designation allows for a wide range of uses.
- The surrounding area includes a mix of residential, commercial, and public uses.
- The site has limited on-site parking with a total of six spaces, relying primarily on street parking and nearby public parking lot options.
- The building is relatively small (11,840 SF) and as a purpose-built library building, the configuration of spaces is specific to its former use.
- The building's physical conditions suggest remedial work needed for reuse: Brick, steel lintels, windows, roof, mechanical systems, plumbing, electrical,

sanitary sewer.

- The hazardous material survey and sampling identified asbestos-containing materials (ACM's) and lead-based paint in the building.

Mr. Miller provided an overview of the community engagement elements of the project, which have included utilization of a dedicated project website, an online community survey, and booths and presentations at various community events and meetings as well as targeted outreach to real estate developers specializing in historic and adaptive reuse in the Twin Cities metro region. Mr. Miller summarized community input with the following sentiments noted:

- Against demolition, especially of original 1927 building
- At minimum, preserve building's exterior architecture and key features:
 - Brickwork
 - Windows
 - Columns
 - Fireplace
 - Children's area
- Reuse ideas from the community were wide-ranging, from a space for educational/youth/teen enrichment to housing to commercial and dining
- The property's central location, architecture, and resonance as a community institution were viewed as strong assets
- The lack of on-site and proximate parking limit the reuse opportunity to a degree
- Preserving the building's façade is viewed as paramount, with internal public access not viewed as an absolute necessity

Ms. Kuisle summarized the findings from developer outreach, noting that:

- High-interest rates and a surplus of available space make financing development difficult. Developers are looking for "easy wins" and the Library is not perceived to meet that objective.
- Many developers are unfamiliar with SSP - deterred by perception of SSP as a "stockyard" or industrial town.
- Developers that do know the city, love working with the motivated council, staff and mayor.
- To make the property more appealing, the city should continue to develop the riverfront, add lodging options, and offer incentives specific to the property.
- There isn't enough parking and the layout is challenging for many uses.
- The scale of the building is small for an HTC project, would need to find additional funding sources to layer.
- If the tenants are lined up, developers would be interested.

Mr. Davis discussed various "options" for ownership and development structure, specifically:

- Retain and "hold" by the City
- Hire a developer to manage redevelopment of the site for a City-defined purpose, while the City maintains ownership.

- Pursue sale of the property under the terms of a Development Agreement. Notably, this would require an interested buyer/end-user, which has not been identified at this time.
- The options of “Do Nothing” and “Sale with no control” were also introduced, but viewed as being misaligned with City goals and not given serious discussion.
- Ms. Kuisle noted that the Consultant team was in the process of working to define cost assumptions for the ownership/development options discussed.

Following the presentation, Council discussion identified the following:

- Generally, the Council placed a high to medium priority on finding a new user and/or owner for the building. Acknowledging the current lack of interest, the consensus was that an immediate solution might be unlikely, but within 2 – 5 years seemed a reasonable expectation.
- Council consensus was that providing a community amenity would be the highest priority if the building were sold, while placing the lowest priority on generating significant proceeds from the sale of the property.
- Council consensus was that the most preferable path for the future was to align with a development partner on the negotiated sale under terms of development agreement approach. Again understanding the lack of sustained interest or an identified development/reuse at this time, holding the property for a period of time was acceptable but not viewed as a long-term objective.
- Finally, Council was generally open to being flexible under a development agreement approach as it relates to development conditions and incentives.

B. Pool Feasibility Study Update

Ms. Young introduced Nick Nowacki with reengineered and Adam Barnett with JLG Architects, who are leading a multidisciplinary team to assess the feasibility of various options for the future of public aquatic recreation in South St Paul. Darin Barr with Ballard King joined the team virtually. The primary purposes of the discussion were to form Council consensus in defining the City’s role in Aquatics and identify high-level budget and scope targets for a potential capital project and for future operations. Options that were initially presented in the 2024 Parks Master Plan – various scale of aquatic features at either or both Northview and Lorraine Park to replace end-of-useful life aquatic features currently residing at those locations – have been integrated into the feasibility study for further refinement and vetting.

Mr. Barr provided an overview of demographic and “consumer” behavior trends with the potential to impact the use and demand for public aquatic facilities in SSP. Mr. Barr surmised that South St. Paul, overall, has typical, if not very slightly above-average, level of utilization and demand potential for public aquatic facilities. That said, the team shared that data reveals that participation in swimming generally has declined in South St. Paul since the mid-1990s, when it peaked in the years immediately following the incorporation of a splash pool feature alongside the McLain Pool at Lorraine Park only to decrease precipitously when the McLain Pool was decommissioned.

The Team introduced very high-level concepts for aquatic facilities that could be introduced as replacements for the City’s existing aquatics features: wading pool, splash

pad, program pool, or indoor program pool. Estimated total project costs were identified at \$2,500,000 for a wading pool or splash pad, approximately \$6,000,000 for an outdoor program pool, and \$11,000,000 for an indoor pool. Test fits shared by the Consultant Team confirmed that both Lorraine and Northview Park – as well as Jefferson Park – could accommodate either an indoor or outdoor program pool, ancillary building, and splash pad.

Council shared the following reflections as it relates to the City's Role in Aquatics:

- Provide opportunities for socialization and community-building
- Provide recreational and learning activities and programming
- With a legacy of providing public aquatic facilities, it is a priority to not “go backwards” and lose this public service/amenity

A discussion about cost tolerance, assuming that some level of borrowing will be necessary to fund construction, followed. The Consultant Team shared that generally speaking, preliminary analysis suggests that a homestead property in South St. Paul at the average value of approximately \$283,000 would experience an approximately \$10 annual increase in local property taxes for every \$1,000,000 in debt issued for aquatic construction. Using this as a loose barometer, Council discussed an “upper limit” threshold for borrowing of \$8,000,000 - \$9,000,000 to support a project, subject to further review and potential funding partnerships. Council stated that it would be desirable to maintain or decrease operating expenditures.

Councilmember Hansen was interested in further exploration of “indoor/outdoor” facilities, referencing a facility in Baldwin, WI. Councilmember Kaliszewski inquired about the appetite for State Bonding, to which Mr. Garcia responded that there was currently a bill drafted for consideration this legislative session that suggests up to \$500,000 for aquatic facility design in South St. Paul. Mr. Garcia cautioned that recent capital investment contributions from the State for municipal aquatic facilities tended to be in the \$2,000,000 - \$2,500,000 range, so there would still be significant local skin in the game. Councilmember Podgorski expressed an interest in keeping Jefferson Park “on the table” at least for the planned public open house to be held in March. Mayor Francis urged coordination and collaboration with the South St. Paul Special School District to assure any opportunities for alignment with District program goals and future capital investments at the Central Square Community Center are taken into account as the City continues its planning.

C. Closed session pursuant to Minnesota Statutes § 13D.05, Subd. 3(a), for the annual performance evaluation of City Administrator Ryan Garcia

At 9:33 P.M., Councilmember Thompson Moved to enter Closed Session pursuant to Minnesota Statutes § 13D.05, Subd. 3(a), for the annual performance evaluation of City Administrator Ryan Garcia. Councilmember Kaliszewski Seconded the Motion.

On a voice vote of 7 Ayes and 0 Nays, the meeting moved to closed session.

At 9:58 P.M., Councilmember Bakken Moved to re-open the meeting. Councilmember Hansen Seconded the Motion.

On a voice vote of 7 Ayes and 0 Nays, the meeting was reopened.

3. COUNCIL COMMENTS & QUESTIONS

No further council comments or questions were presented.

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 9:59 PM.

Respectfully submitted,

/s/ Ryan Garcia
City Administrator



CITY COUNCIL AGENDA REPORT

DATE: February 18, 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 2025-026 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. 02-18-25 Accounts Payable

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-026

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:

153032-153150	\$ 1,246,609.94
2025038-2025051	2,342,833.07
801154-801160	<u>61,443.05</u>

Total	\$ 3,650,866.06
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Adopted this 17th day of February, 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
153032	2/7/2025		13118 LAW ENFORCEMENT LABOR SERVICES							
		2,117.00			120002	0204258050216	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>2,117.00</u>								
153033	2/7/2025		1842 LOCAL 120							
		2,809.00			120006	020425805024	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>2,809.00</u>								
153034	2/10/2025		9021 ATLAS STAFFING, INC.							
		637.56	NM TEMP-MOUA 1/18/25		119919	1308068	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		637.56	JC TEMP-MOUA 1/18/25		119919	1308068	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		772.80	NM TEMP-MOUA 1/25/25		120026	1308105	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		772.80	JC TEMP-MOUA 1/25/25		120026	1308105	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>2,820.72</u>								
153035	2/10/2025		5978 BAUER SERVICES							
		3,540.00	CLN ST SWR@24TH&THOMPSON		119920	01092025-7009	50610.6302	202209	PROFESSIONAL SERVICES	STORM WATER UTILITY
		6,580.00	RPR WTRMAIN@2111 STHVW		119921	01142025-7011	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		4,730.00	RPR WTRMAIN-2008 4TH ST S		119922	01072025-7003	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		115.10	CLASS 5 & SAND/SHOP		119923	01162025-7012	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		115.08	CLASS 5 & SAND/SHOP		119923	01162025-7012	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		115.10	CLASS 5 & SAND/SHOP		119923	01162025-7012	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		115.10	CLASS 5 & SAND/SHOP		119923	01162025-7012	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		189.00	CLASS 5 & SAND/SHOP		119924	01102025-7010	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		189.00	CLASS 5 & SAND/SHOP		119924	01102025-7010	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		189.00	CLASS 5 & SAND/SHOP		119924	01102025-7010	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		189.00	CLASS 5 & SAND/SHOP		119924	01102025-7010	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		<u>16,066.38</u>								
153036	2/10/2025		14193 CADY BUILDING MAINTENANCE INC							
		5,110.00	CLN SVC CH FEB25		120021	4991795	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		550.00	CLN SVC PW FEB25		120021	4991795	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		<u>5,660.00</u>								
153037	2/10/2025		13543 CIVICPLUS, LLC							
		1,438.50	MUNICOADE FEE		120022	326168	10140.6302		PROFESSIONAL SERVICES	CITY CLERK
		<u>1,438.50</u>								
153038	2/10/2025		12521 COMPASS MINERALS AMERICA, INC.							
		29,228.34	ROAD SALT		119925	1439354	10320.6225		ROAD SALT	PUBLIC WORKS
		<u>29,228.34</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
153038	2/10/2025		12521 COMPASS MINERALS AMERICA, INC.						Continued...	
153039	2/10/2025		1251 DAKOTA COUNTY PROPERTY TAXATION & RECORD							
		1,416.53	2025 TRUTH IN TAXATION COSTS		120023	TNT2025-36	10150.6430		MISCELLANEOUS	FINANCE
		1,416.53								
153040	2/10/2025		14802 DOMEIER PAINTING LLC							
		716.00	JC#203 MOVE IN		119970	9996238	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		325.00	JC POOL RM WALLS		119970	9996238	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		1,041.00								
153041	2/10/2025		6541 ENVIROTECH SERVICES, INC							
		3,017.85	CALCIUM CHLORIDE		120047	CD202505739	10320.6225		ROAD SALT	PUBLIC WORKS
		3,017.85								
153042	2/10/2025		1400 FERGUSON WATERWORKS #2518							
		157.40	METER COUPLINGS		119926	0541989	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		519.14	6X15 FS1 CLAMPS		119927	0542011	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		32.99	1/2X1/8 MTR COUP GASKETS		119928	0542031	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		709.53								
153043	2/10/2025		5590 GOODYEAR TIRE & RUBBER CO.							
		620.00	TIRES #2167		119929	124-1113489	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		620.00								
153044	2/10/2025		5857 GREATAMERICA FINANCIAL SERVICES							
		187.85	POSTAGE MACH RENT-JAN25		119973	38407984	10150.6371		REPAIRS & MAINT CONTRACTUAL	FINANCE
		187.85								
153045	2/10/2025		14549 H AND G DRYWALL							
		480.00	JC/ PAINT MOVE INS (3)		120024	01252025	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		150.00	NM PAINT MOVE IN CEILING		120025	01162025	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		630.00								
153046	2/10/2025		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		130.77	NM MAINT REQUEST FORMS		119930	9233402530	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		48.92	JC 10 GAL TRASH CAN		119931	9233384407	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		179.69								
153047	2/10/2025		10470 JENKINS, JAMES							
		319.98	SAFETY SHOE REIMB		119940	01/17/2025	20243.6245		CLOTHING ALLOWANCE	DOUG WOOG ARENA

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
153047	2/10/2025		10470 JENKINS, JAMES						Continued...	
		319.98								
153048	2/10/2025		14086 JOHNSON, DONNETTA							
		200.00	NM AFTER HR JAN25		120030	JANUARY25	50677.6375.1		OTHER CONTR SVCS-KEYPERSON	NAN MCKAY APT BLDG
		200.00								
153049	2/10/2025		1721 KAT-KEYS							
		30.01	JC (3) KEYS & KEY TAGS		120075	24121327	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		30.01								
153050	2/10/2025		1740 KIMLEY-HORN AND ASSOCIATES, INC.							
		1,784.78	CONCORD SVC THRU 12/31/24		120028	30468881	40432.6530	201611	IMPR OTHER THAN BUILDING	2016 LOCAL IMPROVEMENTS
		1,784.78								
153051	2/10/2025		1811 LAWSON PRODUCTS INC.							
		292.06	PLASTIC CVR WIRE/DRILL BIT		119932	9312163151	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		292.06								
153052	2/10/2025		9705 MASTER DOOR TECHNOLOGIES LLC							
		550.00	NM TRASH COMPTR ENTRY PAIR		120029	11723	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		550.00								
153053	2/10/2025		14121 MBPTA							
		100.00	2025 MBPTA MEMBERSHIP		120033	1/31/25	10410.6331		CONFERENCES, TRAINING, TRAVEL	DEVELOPMENT SERVICES
		100.00								
153054	2/10/2025		14801 MCMULLEN INSPECTING, INC.							
		3,012.80	ELECTRICAL INSPEC JAN25		119941	2/3/25	10410.6302		PROFESSIONAL SERVICES	DEVELOPMENT SERVICES
		3,012.80								
153055	2/10/2025		1911 MENARDS, INC-WEST ST PAUL							
		4.82	PVC BOX/OUTLET-FD		119945	5658	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		123.97	GFCI/CORDS/USB/HDMI/CABLE		119946	5728	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		123.97	GFCI/CORDS/USB/HDMI/CABLE		119946	5728	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		41.18	POLYCARBONATE SHEET		119947	5744	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		41.18-	RETD POLYCARBONATE SHEET		119948	5785	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		13.81	PIPE NIPPLES/ELBOWS		119949	5651	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		153.96	CONCRETE BLANKET/POLY		119950	5661	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		79.75	FL TILE/CAULKGUN/ADHESIVE		119951	5737	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		500.28								

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153055	2/10/2025		1911 MENARDS, INC-WEST ST PAUL						Continued...	
153056	2/10/2025		4506 MINNESOTA BCA							
		75.00	47-DMT-G RECERTIFICATION		120052	39002	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		75.00	04-DMT-G RECERTIFICATION		120053	39043	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		75.00	05-DMT-G RECERTIFICATION		120054	39246	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		75.00	44-DMT-G RECERTIFICATION		120055	39245	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		75.00	09-DMT-G RECERTIFICAION		120056	38995	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		75.00	25-DMT-G RECERTIFICATION		120057	38996	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		75.00	30-DMT-G RECERTIFICATION		120058	38997	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		75.00	34-DMT-G RECERTIFICATION		120059	38998	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		75.00	37-DMT-G RECERTIFICAION		120060	38999	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		75.00	41-DMT-G RECERTIFICATION		120061	39000	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		75.00	46-DMT-G RECERTIFICATION		120062	39001	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		825.00								
153057	2/10/2025		1986 MINNESOTA DEPARTMENT OF HEALTH							
		23.00	D.KIRCHNER-CLASS B OP RENEW		119942	1/29/25	50605.6331		CONFERENCES, TRAINING, TRAVEL	WATER UTILITY
		23.00	B.ISAKSON-CLASS B OP RENEW		119942	1/29/25	50606.6331		CONFERENCES, TRAINING, TRAVEL	SEWER UTILITY
		46.00								
153058	2/10/2025		2005 MINNESOTA LOCKS							
		76.67	RE-KEY PW SRVR RM DOOR		119952	101134557	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		76.67								
153059	2/10/2025		13221 NARDINI FIRE EQUIPMENT							
		792.12	RECHG/INSPEC (8) UNITS		120049	IVN00319429	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		792.12								
153060	2/10/2025		14383 NFI, INC.							
		41.35	JC PAINT/BRSH/TAPE/TRAYS		119954	551153/D	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		56.92	SAFETY HASP/HING/ALUM ANGL		119955	551174/D	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		44.95	HINGE STRAPS		119956	551178/D	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		63.96	ICE MELT		119958	551160/D	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		15.99	BLOW OFF DUSTER		119959	551132/D	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		223.17								
153061	2/10/2025		2200 PERA							
		20,004.75	SILDA PERA ASSESSMENT		120074	185756	10210.6120		EMPLOYER CONTR FOR RETIREMENT	POLICE PROTECTION
		20,004.75								

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153062	2/10/2025		2752 RDO EQUIPMENT CO.						Continued...	
		329.98	POLE SAW/HAND SAW		119964	P2663770	10320.6240		MINOR EQUIPMENT AND FURNITURE	PUBLIC WORKS
		329.98								
153063	2/10/2025		1636 RICOH USA, INC.							
		11.72	DARTS NM 11/1/24-1/31/25		120034	5070878432	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		11.56	DARTS JC 11/1/24-1/31/25		120034	5070878432	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		23.28								
153064	2/10/2025		2344 RIVER COUNTRY COOPERATIVE							
		7,943.25	JC#2 HTG OIL		119966	254587	50678.6385		UTILITY SERVICE	JOHN CARROLL APT BLDG
		7,943.25								
153065	2/10/2025		7376 RIVERTOWN ELECTRIC, INC.							
		532.75	NM#808 RPL GFCI		120073	11831	50677.6371.070		MTNCE-ELECTRICAL	NAN MCKAY APT BLDG
		532.75								
153066	2/10/2025		5537 SAFE-FAST INC							
		83.65	LED HEAD LAMP-CAP		119967	INV302962	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		83.65								
153067	2/10/2025		11784 SCHAEFER, JACKIE							
		20.00	CANCEL WALK-LUCY		119968	1/29/2025	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		20.00	CANCEL WALK-NORA		119968	1/29/2025	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		20.00	CANCEL WALK EMMA		119968	1/29/2025	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		60.00								
153068	2/10/2025		2408 SCHINDLER ELEVATOR CORPORATION							
		6,476.76	NM SEMI-YR 2/1-7/31/25		120031	8106822594	50677.6371.040		MTNCE-ELEVATOR MTNCE	NAN MCKAY APT BLDG
		6,138.12	JC SEMI-YR 2/1-7/31/25		120032	8106821569	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		12,614.88								
153069	2/10/2025		2633 SHERWIN-WILLIAMS CO., THE							
		3,309.61	JC TURN,FRAME&ELEVTR PAINT		119969	5045-9	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		3,309.61								
153070	2/10/2025		14800 SIMPLY SERVICE SOLUTIONS LLC							
		2,322.89	JC#612 BIOHAZARD REMEDIATE		119933	1488	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		2,322.89								
153071	2/10/2025		2506 SOUTH METRO FIRE DEPARTMENT							

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153071	2/10/2025		2506 SOUTH METRO FIRE DEPARTMENT						Continued...	
		690,472.00	FIRST QUARTER FUNDING		119934	SMF-2025-000000	10220.6302		PROFESSIONAL SERVICES	FIRE PROTECTION
					2					
		<u>690,472.00</u>								
153072	2/10/2025		10859 SOUTH METRO SWAT							
		18,250.00	2025 MEMBERSHIP DUES		120051	01/31/2025	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		<u>18,250.00</u>								
153073	2/10/2025		2558 STATE INDUSTRIAL PRODUCTS							
		519.30	JC FRAGRANCE BOOST		120035	903654460	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		291.62	JC DRAIN MAINT		120036	903654459	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		118.67	NM AIR CARE PRGM		120037	903656120	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		<u>929.59</u>								
153074	2/10/2025		14663 SWANSON HASKAMP CONSULTING, LLC							
		4,752.50	SO CONC STUDIES&SUMMARY		119937	1440	20284.6302	227690	PROFESSIONAL SERVICES	DEVELOPMENT
		14,622.50	SO CONC STDY/GIS/MAPS		119938	1399	20284.6302	227690	PROFESSIONAL SERVICES	DEVELOPMENT
		<u>19,375.00</u>								
153075	2/10/2025		2663 TRACKER PRODUCTS, LLC							
		6,251.18	2025 LICENSE FEE		120050	TPINV-004725	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		<u>6,251.18</u>								
153076	2/10/2025		14287 TRUDGEON, COLIN							
		112.63	MILEAGE		119943	1/30/2025	10529.6331		CONFERENCES, TRAINING, TRAVEL	RECREATIONAL PROGRAMS
		<u>112.63</u>								
153077	2/10/2025		2693 TWIN CITY JANITOR SUPPLY, INC.							
		492.24	PAPER TOWELS		119944	183944	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>492.24</u>								
153078	2/10/2025		2751 VERIZON WIRELESS							
		100.03	PW IPAD		119971	6104248979	10320.6390		POSTAGE AND TELEPHONE	PUBLIC WORKS
		60.01	PW PARKS IPAD		119971	6104248979	10340.6390		POSTAGE AND TELEPHONE	PARKS FACILITIES AND MTNCE
		243.32	ENG		119971	6104248979	10315.6390		POSTAGE AND TELEPHONE	ENGINEERING
		95.30	INSP & HOTSPOT		119971	6104248979	10410.6390		POSTAGE AND TELEPHONE	DEVELOPMENT SERVICES
		40.01	CODE ENF		119971	6104248979	10420.6390		POSTAGE AND TELEPHONE	CODE ENFORCEMENT
		40.01	P&R SPLASH POOL		119971	6104248979	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		40.01	P&R NV POOL		119971	6104248979	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		40.01	POLICE 4G MOBILE		119971	6104248979	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION

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153078	2/10/2025		2751 VERIZON WIRELESS						Continued...	
		124.92	HOUSING		119971	6104248979	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		240.12	PW-H20		119971	6104248979	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		40.01	PW-SAN SEW NE LIFT 2971		119971	6104248979	50606.6390		POSTAGE AND TELEPHONE	SEWER UTILITY
		120.03	PW STORM LIFT 7714/7983/2875		119971	6104248979	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		<u>1,183.78</u>								
153079	2/10/2025		2788 WATSON COMPANY							
		204.45	CONCESSIONS		119972	147565	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		<u>204.45</u>								
153080	2/10/2025		13833 WEST, GREGORY							
		200.00	AFTER HR ON CALL JAN25		120038	JANUARY25	50678.6375.1		OTHER CONTR SVCS-KEYPERSON	JOHN CARROLL APT BLDG
		<u>200.00</u>								
153081	2/10/2025		2844 WSB & ASSOC INC							
		1,012.00	SSP FORESTRY ASSISTANT		120039	R-025193-000-8	10320.6302		PROFESSIONAL SERVICES	PUBLIC WORKS
		184.00	PROF SVC WATER UTILITY		120040	R-022347-000-13	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		277.00	MS4 SERVICES		120041	R-022386-000-13	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		124.50	LEVANDER POND MAINT		120042	R-020871-000-17	50610.6302	202209	PROFESSIONAL SERVICES	STORM WATER UTILITY
		7,308.00	CONCORD EXCH IMPR PRJ		120043	R-023128-000-19	40440.6302	202401	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		487.50	SEIDLS TR/SHORE/HABITAT IMP		120044	R-022116-000-24	50610.6530	202115	IMPR OTHER THAN BUILDING	STORM WATER UTILITY
		<u>9,393.00</u>								
153082	2/10/2025		2849 XCEL ENERGY							
		286.86	WOOG ARENA 12/26-1/28/25		119974	51-0013450928-0 1/29/25	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		108.58	LGT@1129 19TH A N		119975	51-9235217-7 1/28/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		86.71	UNIT LGT@1301 CONCORD		119977	51-0013651382-6 1/28/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		96.87	LGTS@108 CONCORD EXCH		119978	51-0014881319-7 1/28/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		27.33	LGTS@BROMLEY ICE RINK		119979	51-6322985-8 1/28/25	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		11.51	UNIT LGT@1115 SVB		119980	51-0012493326-1 1/28/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		967.20	ELEC CHGS-675 VERDEROSA		119981	51-0014533853-7 1/28/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		189.05	UNIT LGT@497 CONCORD		119982	51-0013650792-0 1/28/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY

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153082	2/10/2025		2849 XCEL ENERGY						Continued...	
		224.28	UNIT LGT@437 CONCORD		119983	51-0013650737-3 1/28/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		216.80	LGT@535 5TH AVE S		119984	51-0012916288-2 1/28/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		57.36	LGT@494/7TH A S		119985	51-9434218-0 1/28/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		9.03	ELEC CHGS-701 HARDMAN A		119986	51-0010192409-1 1/28/25	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		9.75	UNIT LGT @159 3RD A S		119987	51-0012493330-7 1/28/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		47.17	LGTS@140 8TH A N		119988	51-0014675568-1 1/28/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		159.28	UNIT LGT@922 CONCORD		119989	51-0013651320-2 1/28/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		9.03	SPEED SIGN@203 14TH A S		119990	51-0012349058-1 1/28/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		109.06	LGT@WENTWORTH@RDBT		119991	51-9401746-0 1/28/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		401.49	PED WALKWAY LGTS		119992	51-4332057-4 1/29/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		2,299.92	LIBRARY		119993	51-4172907-3 1/29/25	10330.6385		UTILITY SERVICE	BUILDINGS
		121.73	LGTS@WAKOTA/545 HARDMAN		119994	51-7976470-2 1/29/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		35.90	GAS CHGS-681 VERDEROSA		120012	51-0010407065-2 1/29/25	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		2,753.97	AIRPORT		120013	51-6236355-3 1/29/25	20245.6385		UTILITY SERVICE	AIRPORT
		35.45	ELEC CHGS-1417 4TH-SEIDLS		120014	51-0013543618-2 1/29/25	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		49.84	ELEC CHGS-228 HARDMAN		120015	51-0346935-2 1/29/25	50606.6385		UTILITY SERVICE	SEWER UTILITY
		287.95	ELEC CHGS-681 VERDEROSA		120016	51-0010194337-8 1/29/25	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		79.01	LGT@555 HARDMAN/251 BRDGPT		120017	51-9441931-9 1/29/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		5,768.38	PW		120018	51-4242183-6 1/29/25	10320.6385		UTILITY SERVICE	PUBLIC WORKS
		240.52	SANT SWR UTILITY FUND		120018	51-4242183-6	50606.6385		UTILITY SERVICE	SEWER UTILITY

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153082	2/10/2025		2849 XCEL ENERGY						Continued...	
						1/29/25				
		839.14	STORM SWR UTILITY FUND		120018	51-4242183-6	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
						1/29/25				
		247.51	ST LGT UTILITY FUND		120018	51-4242183-6	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						1/29/25				
		785.22	SPLASH POOL		120019	51-5316080-0	10527.6385		UTILITY SERVICE	SPLASH POOL
						1/30/25				
		118.80	NORTHVIEW POOL		120019	51-5316080-0	10528.6385		UTILITY SERVICE	NORTHVIEW POOL
						1/30/25				
		3,226.78	PARKS		120019	51-5316080-0	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
						1/30/25				
		338.90	ST LGT UTILITY FUND		120019	51-5316080-0	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						1/30/25				
		2,842.84	WOOG ARENA		120020	51-5660593-9	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
						1/31/25				
		116.17	LGTS@1203 7TH A S		120045	51-0014976969-4	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						1/28/25				
		21,051.56	WATER		120046	51-5844319-7	50605.6385		UTILITY SERVICE	WATER UTILITY
						2/3/25				
		40.75	LGT@494/7TH-940 7TH A S		120048	51-9434183-8	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						1/28/25				
		<u>44,297.70</u>								
153083	2/10/2025		2867 ZIEGLER, INC.							
		323.46	SENSOR #304		119939	IN001774709	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>323.46</u>								
153084	2/18/2025		5257 AL SERVICES LLC							
		750.00	(2)LED LGT/WIRE-VILLAUME		120076	0628-450	50615.6371		REPAIRS & MAINT CONTRACTUAL	STREET LIGHT UTILITY
		<u>750.00</u>								
153085	2/18/2025		14765 AMERITAS LIFE INSURANCE CORP.							
		385.87	VISION PREMIUM: FEB 2025		120177	010-65206-CITYS SP	10101.2181		EYE MED INSURANCE	GENERAL FUND
		<u>385.87</u>								
153086	2/18/2025		9021 ATLAS STAFFING, INC.							
		772.80	NM TEMP-MOUA 1/18/25		120077	1308140	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		772.80	JC TEMP-MOUA 1/18/25		120077	1308140	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>1,545.60</u>								

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153086	2/18/2025		9021 ATLAS STAFFING, INC.						Continued...	
153087	2/18/2025		5978 BAUER SERVICES							
		2,395.00	WTRMAIN BREAK-241 18TH A		120078	01312025-7024	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		2,395.00								
153088	2/18/2025		6774 BHC INC.							
		501.21	JC#9 POWER RTU		120079	INV088706	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		501.21								
153089	2/18/2025		5701 CITY OF APPLE VALLEY							
		443.71	JUL-SEP24 ADJUST MOVE OVER		120189	Q4 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		443.71								
153090	2/18/2025		13929 CITY OF HASTINGS							
		342.96	JUL-SEP24 ADJUST MOVE OVER		120191	Q4 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		342.96								
153091	2/18/2025		12520 CITY OF INVER GROVE HEIGHTS							
		405.51	JUL-SEP24 ADJUST MOVE OVER		120202	Q4 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		405.51								
153092	2/18/2025		12520 CITY OF INVER GROVE HEIGHTS							
		75.16	FUN LAB ENTRANCE FEES		120203	1087593.002	10529.6452		TRIPS AND TOURS	RECREATIONAL PROGRAMS
		75.16								
153093	2/18/2025		7399 CITY OF LAKEVILLE							
		431.07	JUL-SEP24 ADJUST MOVE OVER		120193	Q4 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		431.07								
153094	2/18/2025		2009 CORE & MAIN, LP							
		986.21	6X15 REP CLPS/1-1/2" OVL MTR		120081	W315401	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		986.21								
153095	2/18/2025		1226 CULLIGAN WATER							
		715.70	SOFTENER SALT/WATER		120082	157-01458058-1 1/31/25	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA

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153095	2/18/2025		1226 CULLIGAN WATER						Continued...	
		715.70								
153096	2/18/2025		1303 DOODY CLEANING SERVICES							
		462.50	JAN25 CLEANING		120178	921	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		462.50								
153097	2/18/2025		5585 EAGAN POLICE DEPARTMENT							
		429.90	JUL-SEP24 ADJUST MOVE OVER		120190	Q4 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		429.90								
153098	2/18/2025		9080 ENERGY SALES, INC.							
		138.34	ELECTRODE-IGNITER W/GASKETS		120084	49656	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		138.33	ELECTRODE-IGNITER W/GASKETS		120084	49656	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		138.33	ELECTRODE-IGNITER W/GASKETS		120084	49656	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		415.00								
153099	2/18/2025		1489 GOLDCOM							
		122.99	PARTS-BATTERY BACKUP SYS		120085	285261	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		122.99	PARTS-BATTERY BACKUP SYS		120085	285261	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		122.99	PARTS-BATTERY BACKUP SYS		120085	285261	50610.6220		REPAIR & MAINTENANCE SUPPLIES	STORM WATER UTILITY
		368.97								
153100	2/18/2025		1497 GOPHER STATE ONE-CALL							
		157.95	LOCATES		114173	4050751	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		157.95	LOCATES		114173	4050751	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		29.70	LOCATES		120086	5010757	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		25.00	ANNUAL FAC OP FEE		120086	5010757	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		29.70	LOCATES		120086	5010757	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		25.00	ANNUAL FAC OP FEE		120086	5010757	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		425.30								
153101	2/18/2025		1505 GRAINGER							
		367.24	CEILING TILES-FD		120087	9384064722	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		367.24								
153102	2/18/2025		11834 GUARDIAN SUPPLY LLC							
		77.98	39-GLOVES/HAND CUFF CASE		120088	19911	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		447.88	EXPLORER EQUIPMENT		120089	19584	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		94.98	37-BELT & SHIRT		120090	20509	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION

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153102	2/18/2025		11834 GUARDIAN SUPPLY LLC						Continued...	
		620.84								
153103	2/18/2025		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		287.08	JC DRUM FIXTURES		120091	9233801642	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		287.08								
153104	2/18/2025		1560 HEALTHPARTNERS							
		1,243.34	DENTAL PREMIUM: MAR25		120092	767359289195	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		11.62	RETRO ADJ: FEB25		120092	767359289195	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		1,254.96								
153105	2/18/2025		1562 HEALTHPARTNERS OCCUPATIONAL MEDICINE							
		229.00	EE PHYSICAL/RANDOM SCREEN		120197	17838	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		229.00								
153106	2/18/2025		1586 HILLYARD / MINNEAPOLIS							
		450.28	HAND TWL/TP		120094	605725461	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		64.98	GARBAGE CAN LINERS		120095	605726876	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		515.26								
153107	2/18/2025		1615 HUEBSCH OF MINNESOTA							
		129.72	NM-BRUSHMATS-JAN25		120096	20375211	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		129.72	NM-BRUSHMATS-JAN25		120097	20376951	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		129.72	NM-BRUSHMATS-JAN25		120098	20378657	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		129.72	NM-BRUSHMATS-JAN25		120099	20380370	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		129.72	NM-BRUSHMATS-JAN25		120100	20382294	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		79.87	JC-BRUSHMATS-JAN25		120101	20375210	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		79.87	JC-BRUSHMATS-JAN25		120102	20376950	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		79.87	JC-BRUSHMATS-JAN25		120103	20378656	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		79.87	JC-BRUSHMATS-JAN25		120105	20382293	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		79.87	JC-BRUSHMATS-JAN25		120194	20380369	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		1,047.95								
153108	2/18/2025		14803 HUMERATECH							
		4,285.00	SOFTWARE UPGRADE-MECH		120106	250100	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		4,285.00								
153109	2/18/2025		3686 IMPACT PROVEN SOLUTIONS							
		2,316.78	MAIL PROCESSING JAN25		120107	215532	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		2,316.78								

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153109	2/18/2025		3686 IMPACT PROVEN SOLUTIONS						Continued...	
153110	2/18/2025		14295 INFINITE HEALTH COLLABORATIVE, PA							
		180.00	DIETARY CONSULT/REV X2		120093	IHEAINV00686	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		180.00								
153111	2/18/2025		1667 INVER GROVE FORD							
		137.92	LATCH #306		120108	5353389	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		24.80	GASKETS #323-16		120109	5353388	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		144.90	FAN/MOTOR ASY #338		120110	5353277	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		374.90	FRONT LINK ASY #320		120111	5353280	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		158.67	TPMS SENSORS #2156		120112	5353153	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		572.38	TENSIONER/ALTNTR/BELT#2167		120113	5353066	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		205.51	CYLINDER CVRS #323-16		120114	5352989	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		75.00-	RET'D ALTERNATOR CORE		120115	5353268	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,544.08								
153112	2/18/2025		14731 JLG ARCHITECTS							
		3,650.00	AQUATIC STUDY-JAN25		120116	24244-4	40402.6302	PR2111	PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		3,650.00								
153113	2/18/2025		6642 JOHNSON CONTROLS, INC							
		1,503.56	NM#916 TRNSFRMR/SOLENOID		120117	1-135137810009	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		917.36	NM PRSSR SWITCH BOILER 1		120118	1-135130861365	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		1,734.54	NM 5TH FLOOR ACTUATOR		120119	1-135130545975	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		4,155.46								
153114	2/18/2025		1719 KAPOsia TREE SERVICE							
		2,500.00	RMV(5)DEAD-KAP PK PAVILLION		120120	02052025	10340.6221		SEAL COATING & TREE MAIN	PARKS FACILITIES AND MTNCE
		2,500.00								
153115	2/18/2025		7262 KODIAK POWER SYSTEMS, INC.							
		435.00	SVC-17TH TANK GENERATOR		120121	17511884	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		435.00								
153116	2/18/2025		14172 KRUEGER REAL ESTATE ADVISORS							
		6,000.00	JANUARY EDA		120122	JANUARY 2025	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		6,000.00								
153117	2/18/2025		7503 KWIK TRIP, INC.							
		323.73	FUEL-AIRPORT		120123	02022025	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT

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153117	2/18/2025		7503 KWIK TRIP, INC.						Continued...	
		6,557.58	FUEL-PUBLIC WORKS		120123	02022025	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		7,089.43	FUEL-POLICE		120123	02022025	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		137.37	FUEL-ENG/CODE/PARK&REC		120123	02022025	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		14,108.11								
153118	2/18/2025		6680 LANDRUM DOBBINS LLC							
		1,212.50	REVIEW UD&FILING FEES		120124	6704	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		1,212.50								
153119	2/18/2025		12529 LEADSONLINE							
		3,100.00	2025 INV MEMBERSHIP		120180	415628	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		3,100.00								
153120	2/18/2025		1812 LEAGUE OF MINNESOTA CITIES							
		50.00	PSHRA MN DUES-HAIMA		120128	422706	10125.6471		DUES & SUBSCRIPTIONS	HUMAN RESOURCES
		50.00								
153121	2/18/2025		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		104.58	JASON CHRISTIANSEN		120127	23908	10210.6151		WORKERS COMP DEDUCTIBLE	POLICE PROTECTION
		104.58								
153122	2/18/2025		6281 LIGHTNING DISPOSAL, INC.							
		646.72	TRASH SVC-PUBLIC WORKS		120125	0000728256	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		646.72								
153123	2/18/2025		14744 LITTLE BLIND SPOT							
		717.00	CONF RM BLINDS-BALANCE		120181	20240	40404.6530		IMPR OTHER THAN BUILDING	AIRPORT CAPITAL FUND
		717.00								
153124	2/18/2025		13903 LITTLE BLUES TRAVELING ZOO LLC							
		826.00	EASTER EGG HUNT ZOO		120126	1334	20215.6210	227593	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		826.00								
153125	2/18/2025		9296 LOZANO, AARON							
		494.97	BOOT ALLOWANCE		120182	146658	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		494.97								
153126	2/18/2025		6681 MANN'S SOFTENER SALT DELIVERY							
		276.10	NM SOLAR SALT (27)		120129	INV400	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		331.90	JC SOLAR SALT (33)		120130	INV399	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG

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153126	2/18/2025		6681 MANN'S SOFTENER SALT DELIVERY						Continued...	
		608.00								
153127	2/18/2025		1907 MEDTOX LABORATORIES, INC.							
		50.00	QUARTERLY TESTING FEE		120131	012025702635	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		50.00								
153128	2/18/2025		1911 MENARDS, INC-WEST ST PAUL							
		38.53	BUNGEE/WALL PLATES/CORD		120132	6005	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		18.99	THERMOSTAT		120133	6006	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		40.23	PARTS STORAGE JARS/LUMBER		120134	6022	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		16.45	THERMOSTAT		120135	6004	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		17.05	LUMBER		120136	6025	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		17.03	VALVE/TEE/ELBOW/PIPE/NIP		120137	5950	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		148.28								
153129	2/18/2025		1913 MERIT ELECTRIC COMPANY							
		440.40	PROJECTOR SCREEN INSTL		120138	78556	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		616.95	ZAM RM RECEIPT/RPR CAMERA		120139	78489	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		1,057.35								
153130	2/18/2025		5582 METRO PRODUCTS INC							
		369.27	HOSE CLAMPS/SHOP FLUIDS		118167	183322	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		369.27								
153131	2/18/2025		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		180.42	SURCHARGE-JAN25		120140	JANUARY03715520	10101.2083		SURCHARGES	GENERAL FUND
		180.42				25				
153132	2/18/2025		14259 MUNICIPAL BUILDERS, INC							
		173,531.75	WELL #3 TREATMENT PLANT		120195	PMT 16	50605.6520	202311	BUILDINGS AND STRUCTURE	WATER UTILITY
		173,531.75								
153133	2/18/2025		14693 NEW HISTORY, INC.							
		23,890.00	LIBRARY STEPS 2PRGM/3 PRJ		120196	4230	20214.6302	227688	PROFESSIONAL SERVICES	GRANTS/DONATIONS COMM DVLPMPT
		23,890.00								
153134	2/18/2025		14383 NFI, INC.							
		10.99	PAINT CEILING CVR UP-FD		120143	551195	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		10.99								

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153134	2/18/2025		14383 NFI, INC.						Continued...	
153135	2/18/2025		5682 NITTI SANITATION							
		325.18	TRASH SVC-WOOG ARENA		120144	0000717813	20243.6379		CONT SERV/REFUSE & SANITATION	DOUG WOOG ARENA
		325.18								
153136	2/18/2025		14367 NORTH RIDGE OUTDOOR SERVICES							
		1,815.00	NM PLOW&SALT JAN25		120145	23782	50677.6371.050		MTNCE-LANDSCAPE/GROUNDS	NAN MCKAY APT BLDG
		1,954.00	JC PLOW&SALT JAN25		120146	23781	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		1,954.00	JC SNOW&SALT FEB25		120148	23877	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		990.00	NM PLOW&SALT 2/3 & 2/6		120149	23915	50677.6371.050		MTNCE-LANDSCAPE/GROUNDS	NAN MCKAY APT BLDG
		990.00	JC PLOW&SALT 2/3 & 2/6		120150	23914	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		1,815.00	NM PLOW&SALT FEB25		120201	23878	50677.6371.050		MTNCE-LANDSCAPE/GROUNDS	NAN MCKAY APT BLDG
		9,518.00								
153137	2/18/2025		6788 RAYCO CONSTRUCTION, INC.							
		2,600.00	273 FOXTROT-HANGER ROOF		120168	240308	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		2,600.00								
153138	2/18/2025		1636 RICOH USA, INC.							
		489.04	NM COPIER-200 MARIE		120204	5070736016	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		186.79	JC COPIER-300 GRAND		120204	5070736016	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		16.89	RICHOH LATE FEES		120205	1102651889	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		16.90	RICHOH LATE FEES		120205	1102651889	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		709.62								
153139	2/18/2025		2633 SHERWIN-WILLIAMS CO., THE							
		157.32	BLACK PAINT		120152	5246-3	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		139.29	JC PAINT ELEV DOORS/TRIM		120153	3447-7	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		296.61								
153140	2/18/2025		13871 ST. CROIX COLLISION & RESTORATION LLC							
		1,362.38	SQD 62 VIN 7774 ACC REPAIR		120151	6521	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		1,362.38								
153141	2/18/2025		5754 TOTAL MECHANICAL SERVICES, INC							
		406.00	SPARE BAC BELTS		120160	S13102	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		320.00	ADD OIL TO COMPRESSORS		120161	S13103	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		499.75	AMMONIA REFIRG OIL		120162	S13104	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		1,225.75								

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153142	2/18/2025		4658 TOTAL TOOL SUPPLY, INC.						Continued...	
		233.31	CHAINSAW CHAINS		120163	01668036	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		233.31								
153143	2/18/2025		2664 TRACTOR SUPPLY CREDIT PLAN							
		104.84	CHAIN/BRACE/LINK/RING/SHAKL		120164	200656991	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		50.94	RETD RING SHCKL/LINK/BRACE		120165	200656996	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		53.90								
153144	2/18/2025		2677 TRI STATE BOBCAT INC							
		189.95	CHAINSAW CHAINS		120166	A45326	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		189.95								
153145	2/18/2025		2693 TWIN CITY JANITOR SUPPLY, INC.							
		674.82	TURKISH TOWELS		120167	183981	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		674.82								
153146	2/18/2025		14336 VALLE CARPET CORP							
		3,255.05	NM#706 VINYL PLANKS		120169	1035	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		3,255.05	NM#610 VINYL PLANKS		120170	1036	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		6,510.10								
153147	2/18/2025		6765 VER-TECH, INC							
		193.15	NM PM SVC ON COMPACTOR		120171	INV724477	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		208.15	JC PM SVC ON COMPACTOR		120172	INV724478	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		401.30								
153148	2/18/2025		14369 WELLNESS THAT FITS LLC							
		400.00	PEER SUPP TRAIN-FUCHS		120174	SSPPD-01082025	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		125.00	PEER SUPP CONSORTIUM		120174	SSPPD-01082025	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		52.50	10% ADMIN FEE		120174	SSPPD-01082025	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		577.50								
153149	2/18/2025		4656 WESTMOR FLUID SOLUTIONS, LLC							
		5.71	FUEL NOZZLE GASKET		120173	2102803	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		5.71								
153150	2/18/2025		2849 XCEL ENERGY							
		23,948.89	WOOG ARENA 12/26-1/28/25		120183	51-5660593-9 2/6/25	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		15,069.87	STREET LIGHTS		120184	51-6871028-3	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY

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
153150	2/18/2025		2849 XCEL ENERGY						Continued...	
		56.14	POLICE		120185	2/3/25 51-4903872-2	10210.6385		UTILITY SERVICE	POLICE PROTECTION
		5,416.05	CITY HALL		120187	2/5/25 51-4686910-7	10330.6385		UTILITY SERVICE	BUILDINGS
		127.30	ST LGT UTILITY FUND		120187	2/5/25 51-4686910-7	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		327.97	ELEC@240 CONCORD ST N		120188	2/5/25 51-0015183333-6 1/30/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		44,946.22								
801154	2/7/2025		1818 LELS LOCAL 95							
		98.00			120005	020425805023	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		98.00								
801155	2/7/2025		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		964.34			120007	020425805025	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		964.34								
801156	2/7/2025		2243 POLICE FLOWER FUND							
		39.00			120000	0204258050214	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		39.00								
801157	2/10/2025		2289 R&R SPECIALTIES OF WISCONSIN, INC.							
		65.00	ZAM BLADE SHARPEN (2)		119960	0084353-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		40.00	ZAM BLADE SHARPEN		119961	0084416-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		90.00	ZAM BLADE SHARPEN (3)		119962	0084253-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		1,023.20	RIMS FOR ZAM		119963	0084331-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		1,218.20								
801158	2/10/2025		2585 STREICHER'S - MINNEAPOLIS							
		40.88	38-GLOVES		119935	11741157	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		1,548.90	46-BALLISTIC VEST		119936	11740709	20212.6245	227599	CLOTHING ALLOWANCE	GRANTS/DONATIONS POLICE
		1,589.78								
801159	2/18/2025		1240 DAKOTA COMMUNICATIONS CENTER							
		53,659.00	JANUARY 2025 911 FEE		120083	AR-0000000456	10210.6305		DISPATCH SERVICES	POLICE PROTECTION
		53,659.00								
801160	2/18/2025		2585 STREICHER'S - MINNEAPOLIS							

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
801160	2/18/2025		2585 STREICHER'S - MINNEAPOLIS						Continued...	
		86.97	36-EAR MOLD/TOURNIQ&CASE		120154	I1741670	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		287.98	08-UNDERSHIRT & PANTS		120155	I1742462	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		174.99	42-FLASHLIGHT		120156	I1742461	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		226.99	40-2XPANTS&HANDCUFF CASE		120157	I1742453	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		1,548.90	25-BALLISTIC VEST		120158	I1743653	20212.6245	227599	CLOTHING ALLOWANCE	GRANTS/DONATIONS POLICE
		1,548.90	23-BALLISTIC VEST		120159	I1744113	20212.6245	227599	CLOTHING ALLOWANCE	GRANTS/DONATIONS POLICE
		3,874.73								
2025038	2/7/2025		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		717.12			120008	020425805026	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		46.14			120009	020425805027	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		207.66			120010	020425805028	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		107.98			120011	020425805029	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		1,078.90								
2025039	2/7/2025		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		102,408.09			119804	01222515163510	10101.2175		OTHER RETIREMENT	GENERAL FUND
		1,125.28			119997	0204258050211	10101.2175		OTHER RETIREMENT	GENERAL FUND
		103,533.37								
2025040	2/7/2025		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		14,080.10			119998	0204258050212	10101.2175		OTHER RETIREMENT	GENERAL FUND
		14,080.10								
2025041	2/7/2025		2200 PERA							
		78,765.62			119999	0204258050213	10101.2174		PERA	GENERAL FUND
		78,765.62								
2025042	2/7/2025		2748 MISSION SQUARE TRANSFER (EFT)							
		2,110.00			120001	0204258050215	10101.2175		OTHER RETIREMENT	GENERAL FUND
		2,110.00								
2025043	2/7/2025		14645 MEDSURETY, LLC							
		6,097.71			120003	0204258050217	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		6,097.71								
2025044	2/7/2025		1338 EFTPS							
		42,167.90			119995	020425805021	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		43,971.34			120004	020425805022	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		86,139.24								

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
2025044	2/7/2025		1338 EFTPS						Continued...	
2025045	2/7/2025		2013 MINNESOTA REVENUE (C)							
		19,526.42			119996	0204258050210	10101.2172		STATE WITHHOLDING	GENERAL FUND
		19,526.42								
2025046	1/30/2025		14645 MEDSURETY, LLC							
		199.00	HRA REIMBURSEMENT 2025		120063	1/29/2025	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		199.00								
2025047	1/31/2025		8517 BOND TRUST SERVICES CORPORATION							
		360,000.00	2012A P&I PAYMENTS		120066	92351	30318.6601		BOND PRINCIPAL	2012 GO LOCAL IMP BONDS
		13,262.50	2012A P&I PAYMENTS		120066	92351	30318.6611		BOND INTEREST	2012 GO LOCAL IMP BONDS
		335,000.00	2014B P&I PAYMENTS		120067	92353	30320.6601		BOND PRINCIPAL	2014B GO PARK BONDS
		67,075.00	2014B P&I PAYMENTS		120067	92353	30320.6611		BOND INTEREST	2014B GO PARK BONDS
		145,000.00	2015B P&I PAYMENTS		120068	92354	30321.6601		BOND PRINCIPAL	2015B GO PARK BONDS
		31,131.25	2015B P&I PAYMENTS		120068	92354	30321.6611		BOND INTEREST	2015B GO PARK BONDS
		335,000.00	2017B P&I PAYMENTS		120069	92355	30323.6601		BOND PRINCIPAL	2017B GO BONDS
		29,575.00	2017B P&I PAYMENTS		120069	92355	30323.6611		BOND INTEREST	2017B GO BONDS
		405,000.00	2019A P&I PAYMENTS		120070	92356	30324.6601		BOND PRINCIPAL	2019A GO BONDS
		87,225.00	2019A P&I PAYMENTS		120070	92356	30324.6611		BOND INTEREST	2019A GO BONDS
		105,000.00	2014A P&I PAYMENTS		120072	92352	50605.6601		BOND PRINCIPAL	WATER UTILITY
		10,050.00	2014A P&I PAYMENTS		120072	92352	50605.6611		BOND INTEREST	WATER UTILITY
		95,000.00	2014A P&I PAYMENTS		120072	92352	50610.6601		BOND PRINCIPAL	STORM WATER UTILITY
		9,075.00	2014A P&I PAYMENTS		120072	92352	50610.6611		BOND INTEREST	STORM WATER UTILITY
		2,027,393.75								
2025048	2/3/2025		6037 HEALTHPARTNERS-DENTAL							
		613.44	DENTAL CLAIMS PAID		120071	1/23/25-1/29/25	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		613.44								
2025049	2/5/2025		5900 FP MAILING SOLUTIONS							
		2,000.00	POSTAGE		120198	TDC#600069876-7	10101.1610		PREPAID POSTAGE	GENERAL FUND
						45				
		2,000.00								
2025050	2/10/2025		6037 HEALTHPARTNERS-DENTAL							
		1,158.22	DENTAL CLAIMS PAID		120206	01/30/25-02/05/	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
						25				
		1,158.22								

Council Check Register by GL
Council Check Register and Summary

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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>
2025051	2/12/2025		14645 MEDSURETY, LLC						Continued...	
		137.30	FSA REIMB-HEALTH-2025		120207	2-11-25	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		137.30								
		<u>3,650,886.06</u>	Grand Total							
								<u>Payment Instrument Totals</u>		
								Checks	1,246,609.94	
								EFT Payments	2,342,833.07	
								A/P ACH Payment	<u>61,443.05</u>	
								Total Payments	3,650,886.06	



CITY COUNCIL AGENDA REPORT

DATE: February 18, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.C.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Business Licenses

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

Municipal Code requires that all licenses are approved by the City Council and subject to submittal of insurance certificates, forms and background investigation, when required, prior to issuance. The attached listing contains new and/or renewal applications which have been applied for since the last City Council Meeting. These licenses will expire as indicated on the attached report.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Rvsd 2-18-2025 City Council Report (Licenses)

City of South St Paul City Council Report

<u>ID</u>	<u>Company</u>	<u>License #</u>	<u>License Type</u>	<u>Status</u>	<u>Issued</u>	<u>Expires</u>	<u>Address</u>	<u>Complex</u>	<u>Council</u>
15667	Meghan Louise Wickstrom	00015347	Rental Housing	A	02/13/2025	05/31/2025	129 9th Ave S		02/18/2025
14559	Church of St. John Vianney	00015351	Temp Intoxicating Liquor License	A	02/18/2025	03/29/2025		Fish Fry	02/18/2025
14559	Church of St. John Vianney	00015352	Temp Intoxicating Liquor License	A	02/18/2025	04/05/2025	840 19th Ave N	Fish Fry	02/18/2025
14559	Church of St. John Vianney	00015353	Temp Intoxicating Liquor License	A	02/18/2025	04/12/2025	840 19th Ave N	Fish Fry	02/18/2025
14559	Church of St. John Vianney	00015348	Temp Intoxicating Liquor License	A	02/18/2025	03/08/2025	840 19th Ave N	Fish Fry	02/18/2025
14559	Church of St. John Vianney	00015349	Temp Intoxicating Liquor License	A	02/18/2025	03/15/2025	840 19th Ave N	Fish Fry	02/18/2025
14559	Church of St. John Vianney	00015350	Temp Intoxicating Liquor License	A	02/18/2025	03/22/2025	840 19th Ave N	Fish Fry	02/18/2025
14596	Commemorative Air Force Minnesota Wing	00015344	Temp Intoxicating Liquor License	A	02/05/2025	06/15/2025	310 Airport Rd	Spring Hangar Dance - 6-14-2025	02/18/2025
14596	Commemorative Air Force Minnesota Wing	00015345	Temp Intoxicating Liquor License	A	02/05/2025	09/13/2025	310 Airport Rd	Fall Hangar Dance	02/18/2025



CITY COUNCIL AGENDA REPORT

DATE: February 18, 2025
DEPARTMENT: Parks & Recreation
PREPARED BY: Monika Miller
AGENDA ITEM NUMBER: 8.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Authorize Submission of DNR Outdoor Recreation Grant Application

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2025-20 Authorizing the Submission of an Application to the MN DNR Outdoor Recreation Grant Program for Lorraine Park Improvements.

OVERVIEW

The Parks and Recreation Department is in the process of making park upgrades after the adoption of the Park Master Plan, starting with the replacement of various playgrounds. To assist with the cost of playground replacement, the City is applying for the Outdoor Recreation Grant that is offered annually by the Minnesota Department of Natural Resources. To address the current and future needs of the park and meet the minimum grant requirements, the City is requesting funding to replace the existing playground with a new accessible playground, create additional access trails to existing amenities, and plant 20 new trees. The Outdoor Recreation Grant requires a 50% match from the Applicant. The estimated total project cost is \$367,908 and the City will be asked to provide a match of \$183,954.00. The 2025 CIP has \$300,000 allocated for the construction of a new playground at Lorraine Park.

The grant application is due at the end of March and grantees will be notified in June 30, 2025. If awarded, construction of the new playground facility could start in Fall of 2025 or Spring of 2026. Bids would be brought back to the City Council for approval.

SOURCE OF FUNDS

Outdoor Recreation Grant/ CIP

ATTACHMENTS

1. Resolution 2025-20- Authorize the Submission of Outdoor Rec Grant

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-20

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE
MN DNR OUTDOOR RECREATION GRANT PROGRAM FOR LORRAINE PARK
IMPROVEMENTS**

BE IT RESOLVED that the City of South St. Paul act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on March 31, 2025 and that Shannon Young, Parks and Recreation Director is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of South St. Paul.

BE IT FURTHER RESOLVED that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

BE IT FURTHER RESOLVED that the City of South St. Paul has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of South St. Paul has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of South St. Paul has or will acquire fee title or permanent easement over all the land described in the boundary map or recreational site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, the City of South St. Paul may enter into an agreement with the State for the above-referenced project, and that the City of South St. Paul certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that the City of South St. Paul is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of South St. Paul on February 18, 2025.

SIGNED:

WITNESSED:

(Signature)

(Signature)

(Title)

(Date)

(Title)

(Date)



CITY COUNCIL AGENDA REPORT

DATE: February 18, 2025
DEPARTMENT: Police
PREPARED BY: Brian Wicke
AGENDA ITEM NUMBER: 8.E.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Conditional Employment Offer - Community Service Officer

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to make a conditional employment offer to Todd Waters for a part-time Community Service Officer position, effective on or after February 19th, 2025, contingent on the successful completion of a background investigation.

OVERVIEW

The Community Service Officer (CSO) position is a uniformed, non-sworn position in the Police Department. Primary CSO responsibilities include park patrol, animal control, and support services for the Police Department. In addition to these primary responsibilities, the CSO position is assigned with resolving code enforcement violations tasked to the police department.

The 2025 Police Protection Budget includes funding for the Community Service Officer positions and with the recent transition of one Community Service Officer to a sworn officer earlier this year and an already existing vacancy, staff have been working to identify qualified applicants. The CSO position is an AFSCME Union position requiring an internal job posting which was previously waived by the union as no internal candidates were identified. External applications were taken beginning in February and an applicant has been identified and interviewed.

Todd Waters is a recent retiree from the police department who started his career with the City of South St. Paul as a Community Service Officer before transitioning to officer in 2007. During his tenure as a Community Service Officer as well as Police Officer, Todd was instrumental in the overall support of the police department, and has extensive training in both crime scene, as well as evidence processing.

Police Department staff feel that Todd Waters will be an excellent addition to the Police Department and, given his extensive experience, recommend his appointment to the position of part-time Community Service Officer at Step 6 of the current AFSCME bargaining agreement.

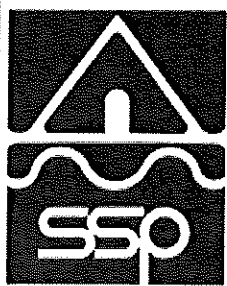
SOURCE OF FUNDS

2025 Police Protection Budget

ATTACHMENTS

1. Todd Waters - Redacted

EMPLOYMENT APPLICATION



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

Waters, Todd C
24-00025 COMMUNITY SERVICE OFFICER (CSO)

Received: 2/3/25 9:41 AM
For Official Use Only:

QUAL: _____
 DNQ: _____
☐ Experience
☐ Training
☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE: COMMUNITY SERVICE OFFICER (CSO)	EXAM ID#: 24-00025
NAME: (Last, First, Middle) Waters, Todd C	SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]	EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]	NOTIFICATION PREFERENCE: Email
LEGAL RIGHT TO WORK IN THE UNITED STATES? ☒ Yes ☐ No	
What is your highest level of education? Associate's Degree	

PREFERENCES

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

EDUCATION

DATES:	SCHOOL NAME: City High School	
LOCATION: (City, State/Province) Iowa City, Iowa	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: High School Diploma
DATES:	SCHOOL NAME: Inver Hills Community College	
LOCATION: (City, State/Province) Inver Grove Heights, Minnesota	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Associate's
MAJOR: Law Enforcement		

WORK EXPERIENCE

DATES: From: 5/2007 To: 12/2024	EMPLOYER: South St Paul Police Department	POSITION TITLE: Police Officer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 125 3rd Ave N, South St Paul, Minnesota, 55075		COMPANY URL: Southstpaul.org
PHONE NUMBER: 6514138300	SUPERVISOR: Brian Wicke - Chief	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
DUTIES: Assigned duties with the operation of the Police Department. Lead crime scene investigator. Property and evidence tech lead. Evidence room management tech.		
REASON FOR LEAVING: Retirement		

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

OFFICE SKILLS: Typing: Data Entry:
OTHER SKILLS: Crime Scene Tech, Evidence Tech, Property Room Mgr - Expert - 17 years and 0 months
LANGUAGE(S):

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section



CITY COUNCIL AGENDA REPORT

DATE: February 18, 2025
DEPARTMENT: Police
PREPARED BY: Brian Wicke
AGENDA ITEM NUMBER: 8.F.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Purchase of One (1) Police Vehicle

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion authorizing the purchase of one (1) police vehicle at a price of \$44,223.94.

OVERVIEW

Police Department vehicles are included in the self-sustaining Central Garage fund, and are replaced from the fund as needed. On January 21st, 2025, South St. Paul Police vehicle #2152, a 2020 Ford Police Interceptor Utility, was involved in a motor vehicle crash on I-494 when struck by an impaired driver. The city's insurer, the League of Minnesota Cities, has evaluated the vehicle, deemed it a total loss, and salvageable equipment has been removed from the vehicle.

Staff has secured a quote for a replacement, a 2025 Ford Police Interceptor Utility, from State Contract #158505 which leverages the purchasing power of the entire state and allows purchase without a separate bidding process. The total impact of this purchase, including the proceeds from the insurer, are to be processed through the 2025 Central Garage budget.

SOURCE OF FUNDS

2025 Central Garage

ATTACHMENTS

1. 2025 Police Interceptor Utility

TENVOORDE FORD, INC P O BOX 1045 ST CLOUD, MN 56302

QUOTE

Customer	City of South St. Paul			Misc	
Name	Brian Wicke			Date	2/5/2025
Address	125 3rd Ave N			Order No.	
City	South St Paul	<u>MN</u>	ZIP <u>55075</u>	Contract No.	244262
Phone	651-554-3304				

[illegible]

Delivery Address if Different From Billing

NET 30

*Vehicle Pickup Location Tervoorde Ford 185 Roosevelt Rd St. Cloud MN, Monday-Friday 8:00am-5:00pm
Call Jade Aanenson 612-703-7789 Cell or Bob Aanenson 320-224-2808 Cell With Any Questions*

Please



CITY COUNCIL AGENDA REPORT

DATE: February 18, 2025
DEPARTMENT: Police
PREPARED BY:
AGENDA ITEM NUMBER: 8.G.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Accept Letter of Resignation

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to Accept Letter of Resignation from Police Officer Kevin Gonzalez.

OVERVIEW

Attached you will find a letter from Police Officer Kevin Gonzalez giving notice of his intent to resign from his position with the South St. Paul Police Department effective February 20th, 2025.

Officer Gonzalez started his employment with the South St. Paul Police Department in 2021 as Community Service Officer and transitioned to a licensed Police Officer in August of 2023.

Members of the Department wish Officer Gonzalez the best as he moves into the next chapter of his life and thank him for his dedicated service to the City of South St. Paul during his tenure with us. A copy of his resignation is attached.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Gonzalez Letter of Resignation



South St. Paul Police Department

Brian J. Wicke • Chief of Police

125 Third Avenue North • South St. Paul, MN 55075 • (651) 413-8300 • Fax (651) 413-8399

Chief Wicke,

I am writing to formally submit my resignation from my position as police officer with South St. Paul, effective 02/20/2025. After much careful consideration, I have decided that it is time for me to move on to the next chapter of my life and pursue new opportunities.

I am deeply grateful for the opportunities I have had during my time with the department. It has been an honor to serve alongside such dedicated colleagues and to contribute to the safety and well-being of our community. The experiences I've gained here have been invaluable, and I will always carry them with me as I move forward in my career.

Please let me know if there is anything I can do to ensure a smooth transition during my remaining time with the department. I am happy to assist in any way possible.

Thank you again for the support and trust the department has provided me throughout my service.

Sincerely,
Officer Gonzalez #2139



CITY COUNCIL AGENDA REPORT

DATE: February 18, 2025
DEPARTMENT: Engineering
PREPARED BY: Nick Guilliams
AGENDA ITEM NUMBER: 8.H.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Parking Restrictions on Marie Avenue from 3rd Avenue to 9th Avenue

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2025-022 A RESOLUTION MEMORIALIZING PARKING RESTRICTIONS ON MARIE AVENUE FROM 3RD AVENUE TO 9TH AVENUE

OVERVIEW

On November 18, 2024, the City Council approved the preparation of plans and specifications for the Marie Avenue Reconstruction Project from 3rd Avenue to 9th Avenue. The project includes roadway reconstruction and pedestrian improvements on Marie Avenue between 3rd Avenue and 9th Avenue. To accommodate the pedestrian improvements, parking will need to be restricted as follows:

- South side of Marie Avenue from 9th Avenue South to 7th Avenue North
- North side of Marie Avenue from 8th Avenue North to 7th Avenue North
- North side of Marie Avenue 6th Avenue North to 4th Avenue North
- North side of Marie Avenue from 4th Avenue North to 150 feet east of 4th Avenue North
- South side of Marie Avenue from 3rd Avenue South to 100 feet west of 3rd Avenue South

Marie Avenue is a Municipal State-Aid Road. The Minnesota Department of Transportation requires the City to adopt a resolution prohibiting parking along State-Aid roadways in locations that restrict parking prior to the plan's approval.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Resolution 2025-022 No Parking
2. Marie Ave - No Parking Exhibit

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-022

**A RESOLUTION MEMORIALIZING PARKING RESTRICTIONS ON S.P. 168-104-011
(MARIE AVENUE) FROM 3RD AVENUE TO 9TH AVENUE**

WHEREAS, the City of South St. Paul (the “City”) has planned the improvement of Marie Avenue (City Project #2024-05, State Aid Route No. 104) from 3rd Avenue to 9th Avenue in the City of South St. Paul, Minnesota; and

WHEREAS, the “City” will be expending Municipal State Aid Funds on the improvements of Marie Avenue, and

WHEREAS, the proposed improvements do not provide adequate parking width for a significant portion of the street, and

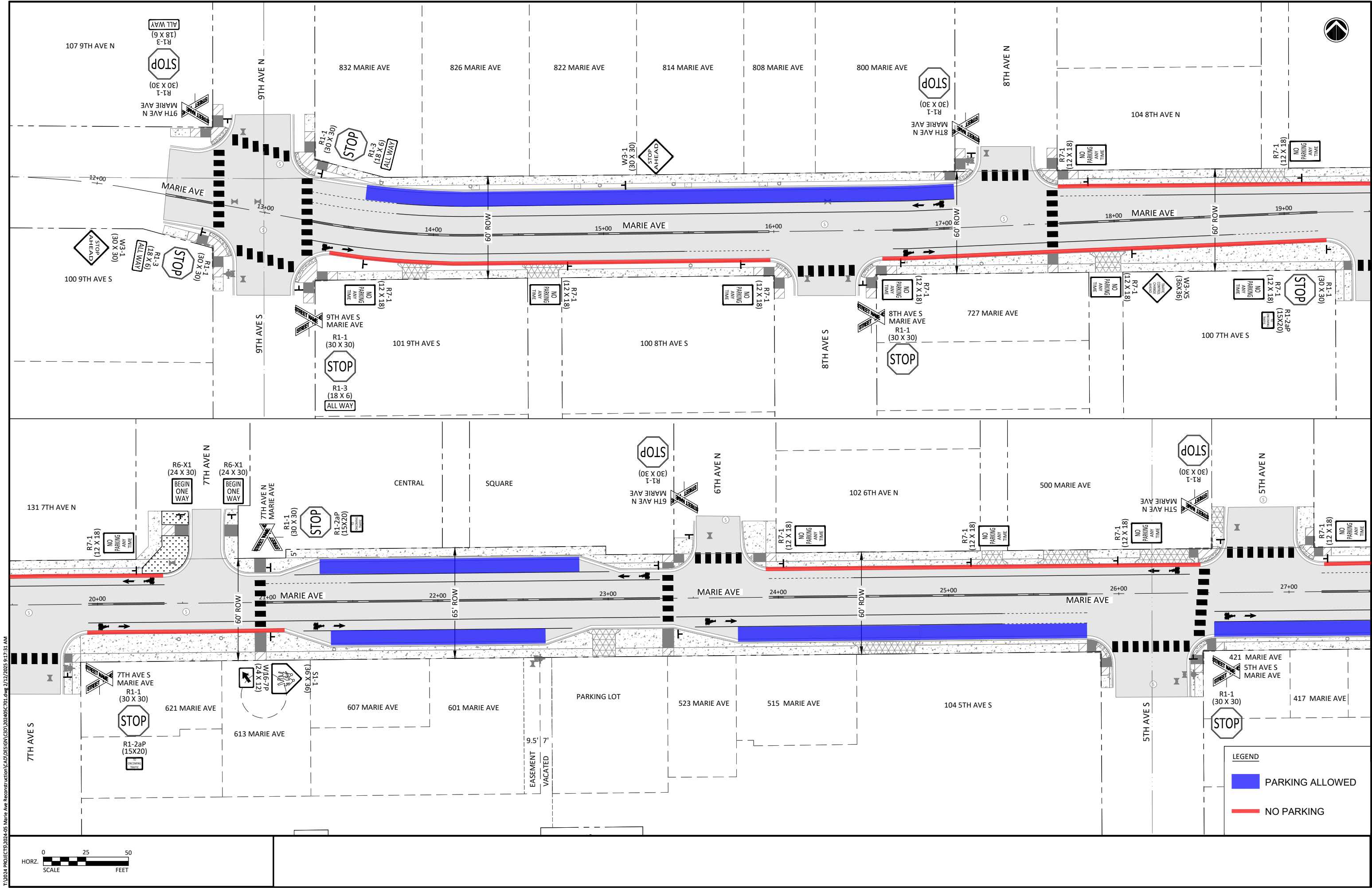
WHEREAS, the Minnesota Department of Transportation requires the City to adopt a resolution for no parking along State Aid roadways in locations that restrict parking.

NOW, THEREFORE BE IT RESOLVED, by the City Council that:

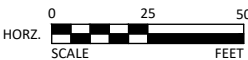
1. The parking of vehicles is prohibited along the following sections of Marie Avenue:
 - South side of Marie Avenue from 9th Avenue South to 7th Avenue North
 - North side of Marie Avenue from 8th Avenue North to 7th Avenue North
 - North side of Marie Avenue 6th Avenue North to 4th Avenue North
 - North side of Marie Avenue from 4th Avenue North to 150 feet east of 4th Avenue North
 - South side of Marie Avenue from 3rd Avenue South to 100 feet west of 3rd Avenue South
2. This resolution shall become effective as of the date of final completion of the project, as determined by the City Engineer.

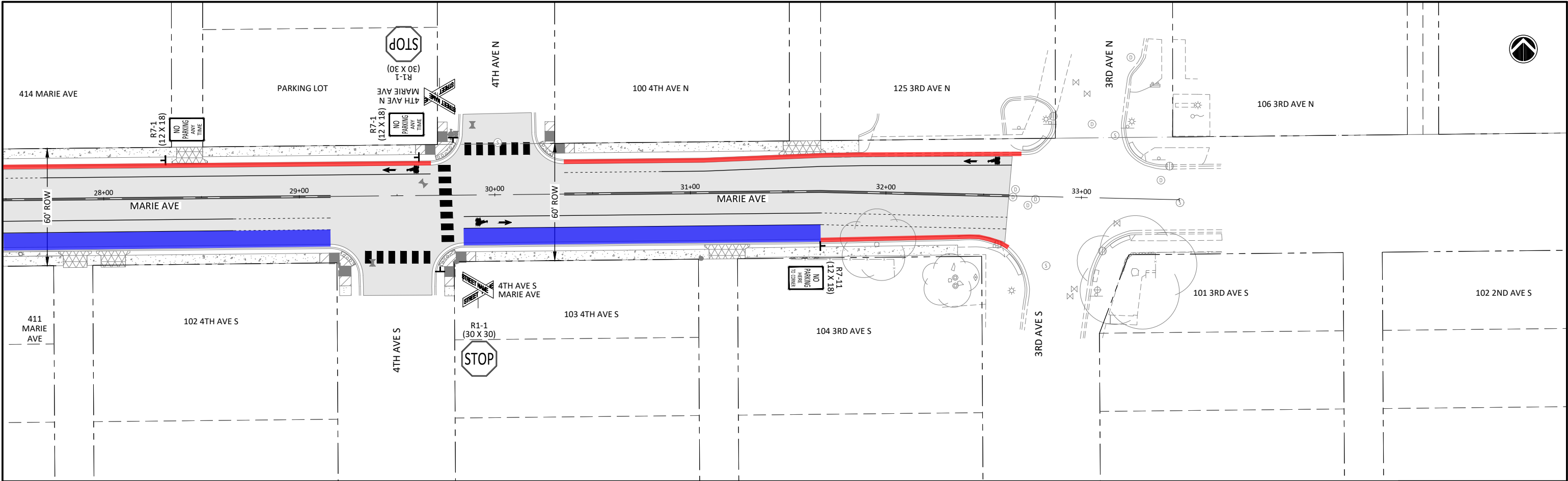
Adopted this 18th day of February 2025.

City Clerk



TL\2024 PROJECTS\2024-05 Marie Ave Reconstruction\CAD\DESIGN\CD\202405C01.dwg 2/12/2025 9:17:31 AM





LEGEND

PARKING ALLOWED

NO PARKING





CITY COUNCIL AGENDA REPORT

DATE: February 18, 2025
DEPARTMENT: Engineering
PREPARED BY: Nick Guilliams
AGENDA ITEM NUMBER: 8.I.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Plans and Specifications and Authorize Advertisement for Bids 2025-03 4th Street S Rehabilitation Project

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

A motion to adopt RESOLUTION 2025-023 APPROVING THE PLANS AND SPECIFICATIONS FOR 2025-03 4TH STREET S REHABILITATION PROJECT AND ORDERING ADVERTISEMENT FOR BIDS.

OVERVIEW

On January 21, 2025, the City Council authorized the preparation of plans and specifications for the 4th Street S Rehabilitation Project.

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. Plans and specifications have been substantially completed. The project will be advertised for a bid opening in March. An action to award a construction contract will be brought forward to the April 7, 2025 City Council meeting.

SOURCE OF FUNDS

Infrastructure Fund, Water Utility, Storm Sewer Utility, and Special Assessments.

ATTACHMENTS

1. Resolution 2025-023 Approve P&S and authorize Ad for Bid 4th Street S Rehabilitation Project

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-023

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR 4TH STREET
S REHABILITATION PROJECT (2025-03) AND AUTHORIZING STAFF TO
ADVERTISE FOR BIDS**

WHEREAS, the City Engineering Department has prepared plans and specifications for the following improvements: 4th Street S road rehabilitation from 1st Avenue S to 9th Avenue S and has presented such plans and specifications to the City Council for approval.

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

1. Such plans and specifications are hereby approved.
2. The City Engineering Department shall obtain bids which will be considered by the Council at a regular City Council meeting.

Adopted this 18th day of February, 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: February 18, 2025
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.J.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Right of First Refusal at the South St. Paul Airport

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2025-25, approving Right of First Refusal with Duane Groothius at the South St. Paul Airport

OVERVIEW

Duane Groothius is considering leasing a hangar lot in the West Hangar Area at the airport. Mr. Groothius 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. 8-K Right of First Refusal Resolution (Duane Groothius) 2-18-25
2. Right of First Refusal - Groothius

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-25

**RESOLUTION RELATING TO AIRPORT:
APPROVE RIGHT OF FIRST REFUSAL
AT FLEMING FIELD WITH DUANE GROOTHUIS**

WHEREAS, The City Council has reviewed and considered a Right of First Refusal for Lot 3, Block 2, Airport Rearrangement 4th Addition (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 18th day of February, 2025.

City Clerk

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 18th day of February, 2025, by and between City of South St. Paul, a Minnesota municipal corporation, (City) and Duane Groothius (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 Duane Groothius

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 August 18, 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.) August 18, 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: Duane Groothius
1062 141st St W
Rosemount, MN 55068-2282

groothius@msn.com
952-217-2105

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: _____
Duane Groothius

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 Duane Groothius.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF HANGAR PROPERTY

Lot 3, Block 2, 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: February 18, 2025
DEPARTMENT: Economic Development
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 8.K.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Accept and Authorize Execution of Proposal for Professional Services - Civil Site Group (Hardman Triangle Survey)

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Through Consent, motion to approve execution of professional services agreement with Civil Site Group for boundary and topographic survey within the Hardman Triangle Redevelopment Area.

OVERVIEW

The City's Economic Development Strategy identified an approximately 20-acre area lying between Concord Street, Hardman Avenue, and Grand Avenue as a key focus area for redevelopment. In early 2020, the City Council approved the [Hardman Triangle Redevelopment Plan](#), which established the initial framework for development of a vital mixed-use district at this key location in the community. A detailed district master plan and stormwater analysis by the team of Tushie-Montgomery Architects and Barr Engineering for the site's development was authorized by the EDA in November 2024, in response to a preliminary mixed-use development proposal for the southern portion of the Hardman Triangle by Zavi Development and TE Miller Development. That Master Plan is nearing completion and will be presented for consideration at an upcoming EDA Meeting.

As we work to finalize the Master Plan and continue to advance through predevelopment at the site, it is necessary to clearly define topographic conditions at the site, as well as to begin contemplating future property boundaries, public rights-of-way, utility corridors and stormwater management areas. As such, we have worked with our Masterplan Consultant to solicit proposals for boundary and topographic survey of all of the publicly-owned property within the Hardman Triangle, as well as the one privately owned property (130-134 Hardman Avenue) lying at the center of the district.

Proposals were received from CivilSite Group and Loucks for the scope of work requested, and Staff recommends authorizing the execution of the professional services agreement with the lowest-priced proposal, CivilSite Group. Completion of this work is an important next step to "tee up" this important site for future development. CivilSite Group anticipates completing the initial survey within four weeks of authorization for a total cost not to exceed \$15,000.

SOURCE OF FUNDS

The City's Development Fund (20284) was established to support activities related to the implementation of the City's Economic Development Strategy, and has sufficient funds on hand to cover the fee of \$15,000. In addition, costs for these services will be split proportionally with Zavi/TE Miller based upon acreage - ie, Zavi/TE Miller will contribute a 35% share of the fee for this service.

ATTACHMENTS

1. Survey Proposal - Hardman Triangle (CivilSite Group)

February 14, 2025

Ryan Garcia | City Administrator

Phone : 651-554-3278 | Mobile: 608-412-5154 | Fax: 651-554-3271 | Email: rgarcia@southstpaul.org

City of South St. Paul | 125 3rd Avenue North | South St. Paul, MN 55075

CC: Evan Jacobsen, AIA Principal | Architect
TUSHIE MONTGOMERY ARCHITECTS
7645 Lyndale Ave. S, #100, Minneapolis, MN 55423
D. 612.389.9489 | O. 612.861.9636 | C. 651.925.6695 | tmiarchitects.com

RE: **139 Grand Ave East, South St Paul, Dakota County, MN**
PIDS: 36-03800-00-061, 36-03800-00-073, 36-03800-00-072, 36-03800-00-055, 36-03800-00-060, 36-03800-00-054, 36-03800-00-010, 36-03800-00-053
Proposal No. P24622.00

Dear Ryan,

We are pleased to submit this proposal to you for surveying services for your project located at the above referenced PID numbers. You have informed us that you would like surveying services on the site and we have based this proposal on your e-mail dated February 12, 2025

SCOPE OF SERVICES

We propose to provide the following services for Each Site:

1. **Boundary Survey** - From the legal description and title insurance commitment provided to us by you, we will perform a boundary survey of the site, including the following:
 - a. The description of the surveyed property.
 - b. The location and description of corner monumentation.
 - c. Lines and measurements identified in the description of the surveyed property.
 - d. Abutting right-of-way lines.
 - e. Encroachments across the boundaries.
2. **Topographic Survey** - In addition to the Boundary Survey we will perform a topographic survey of the subject property and 20 feet surrounding, including:
 - a. One-foot contours of the site.
 - b. Visible surface features, such as buildings, drives and fences.
 - c. Spot elevations on significant structures and features.
 - d. Abutting roadway or drive lanes.
 - e. Portrayal of underground utilities on the site based upon a Gopher State One Call request, and mapping provided by utility operators.
 - f. Rim and Invert elevations on sanitary sewer and storm sewer utilities in the project area.
3. **ALTA/NSPS Land Title Survey** - In addition to the boundary and topographic survey and based on a title commitment provided to us by you, we will perform a survey that will meet the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1 – 4, 7(a), 8, 9 and 13 of Table A thereof.

SCHEDULE

The survey will be scheduled upon receipt of the signed approval. The initial survey will take 3 to 4 weeks to complete. If you need a draft copy before then we can coordinate as necessary. Recertification based on comments received more than 4 weeks after sending the signed survey, and services beyond the identified scope of work will be additional and charged at hourly rates for the year in which they are performed.

SITE



COMPENSATION

Compensation for those items described in the Scope of Services above will be for the following amount. Please note that this proposal assume the go ahead for all the sites at one time:

<u>Activity</u>		<u>Fee</u>
1.-3.	Boundary/Topo/ALTA Survey	15,000

REIMBURSABLE EXPENSES

Reimbursable expenses billed directly to the client include the following: reproduction costs; fees for services of outside consultant's fees; permits and approvals of jurisdictional authorities; costs for postage, parking, delivery, and courier service; documents purchased from others; living and travel expenses for travel out of metro area.

BILLING AND PAYMENTS

We anticipate emailing our invoices to the email address provided, unless requested otherwise. We invoice our services monthly, payable within 30 days. A 1.5% monthly fee will be charged to all invoices not paid after 30 days.

CONCLUSION

If there are any items that you would like to add to the scope of services, please let us know before we begin, and we will make the necessary adjustments to this document. If this proposal meets with your approval, please sign and return one copy to serve as our letter of agreement. The Client may accept this Proposal by signature, verbal, or by written authorization to proceed - any of which is an acknowledgement of receipt and acceptance of this Agreement, including the attached Civil Site Group General Conditions. If you instruct us to begin or allow us to continue performing services prior to returning a signed Agreement it will be understood that all terms of this Proposal and the attached Civil Site Group General Conditions are acceptable, and all parties will be bound by the same. This proposal will be valid for 30 days. We appreciate this opportunity to be a resource to you and we look forward to working with you on this project.

Regards,



Rory Synstelien, PLS
Professional Land Surveyor
612-802-3222

AUTHORIZATION

Accepted by,

Firm Name

Authorized Signature

Date

Printed Name

Title

Civil Site Group, PC General Conditions

Civil Site Group, PC. (CSG) Agreement with Client is comprised of these General Conditions and the accompanying letter agreement, written proposal or authorization for services.

SECTION 1: CSG RESPONSIBILITIES

- 1.1 CSG agrees to provide the professional services described in the letter agreement, proposal, or authorization for services. In performing services, CSG will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession practicing in the same locality and at the same time.
- 1.2 CSG will perform the services as an independent contractor, and shall not be deemed, by virtue of this Agreement to have entered into any partnership, joint venture or other relationship with the Client.
- 1.3 Construction cost estimates and quantities are by others and are not included in the CSG scope of work. Any opinions of probable project or component cost, construction cost, financial evaluations, economic analyses of alternate solutions and operations and maintenance costs provided or discussed by CSG are made on the basis of CSG's experience with other projects. As CSG does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, the parties acknowledge and agree that proposals, bids or actual costs may substantially vary from opinions, evaluations or studies provided or discussed by CSG.
- 1.4 If included in the scope of the services, CSG may assist Client in applying for and obtaining permits and approvals from governmental units with jurisdiction over the Project. However, CSG cannot be responsible for any failure to issue, delay, or conditions imposed by such governmental units.
- 1.5 If CSG's performance is delayed or interrupted during the design or construction phase due to factors beyond its reasonable control, or if Project conditions or the scope of work change, CSG will give timely notice of the change and shall receive an equitable adjustment of compensation and schedule for completion.
- 1.6 CSG shall not be required to sign any documents, no matter by whom requested, that would result in CSG having to state, certify, guarantee or warrant the existence of conditions whose existence CSG cannot ascertain or that require the provision of services beyond the scope outlined in the letter agreement or proposal.

SECTION 2: CLIENT'S RESPONSIBILITIES

- 2.1 Client shall designate a person to act as the Client's representative with respect to the services. The Client's designee shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the services.
- 2.2 CSG shall be entitled to rely on the accuracy and completeness of information provided by Client or others and CSG shall not be responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client. CSG shall not have any responsibility for verifying soil infiltration rates, analyzing potential for groundwater mounding, liquefaction of soils, assessing slope stability, thermal resistivity or Rho of soils, investigating conductivity of soils or otherwise confirming existence of geotechnical factors that could impact CSG's services – rather a certified geotechnical report will be required to identify and make recommendations for such items.

- 2.3 Client shall provide as required for the Project, or to meet Client's needs, any accounting, independent cost estimating, insurance or bond counseling services, and legal services.
- 2.4 Client will examine all studies, reports, sketches, drafts or other documents prepared by CSG for Client's review in a timely manner and shall give prompt written notice to CSG if Client becomes aware of any defect in the services or inconsistency in any documents provided by CSG in order to provide CSG with a reasonable opportunity to cure the same.
- 2.5 Client agrees to provide CSG with access to the Project site, if necessary to complete its services.
- 2.6 The Client acknowledges that the requirements of the building code, or other governmental rules, ordinances, requirements or regulations may be subject to various and possibly contradictory interpretations. CSG therefore will use reasonable professional efforts to interpret applicable codes, rules, ordinances, requirements or regulations as they apply to the Project. Client shall cooperate with CSG to resolve any contradictions or interpretations of the same so that the Project complies with requirements and interpretations by the applicable governing authorities.
- 2.7 PUBLIC RESPONSIBILITY Both the Client and the Consultant owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Consultant that, in the Consultant's reasonable opinion, would be contrary to the Consultant's professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees the Consultant has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to take no action against or attempt to hold the Consultant liable in any way for carrying out what the Consultant reasonably believes to be its public responsibility.

The Client agrees the Consultant shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs arising out of or in any way connected with the Consultant's notifying or failing to notify appropriate public officials.

SECTION 3: DOCUMENTS AND REPORTS

- 3.1 All documents produced by CSG or its subconsultants under this Agreement (the "Work Products") are instruments of service and shall remain the property of CSG or its consultants, respectively. CSG and its subconsultants shall retain all common law, statutory and other rights, including copyright. Upon payment in full all sums due pursuant to the Agreement, CSG shall make copies of deliverables available to Client and Client shall have a nonexclusive license use such Work Products in connection with Client's use or maintenance of the Project. The Work Products are for use solely with respect to the Project for which they are prepared and are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project.
- 3.2 If the Work Products have not been finished (including, but not limited to, completion of final quality control), then CSG shall have no liability for any claims, expenses or damages that may arise out of items that could have been corrected during completion/quality

control. Any modification or reuse without written verification or adaptation by CSG for the specific purpose intended will be at Client's or user's sole risk and without liability or legal exposure to CSG. CLIENT shall indemnify, defend and hold harmless CSG from any and all suits, claims or damages arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by CSG. This indemnity shall survive the completion or termination of this Agreement.

SECTION 4: COMPENSATION

- 4.1 Client agrees to pay CSG for all services performed and all costs incurred. An estimate or statement of probable cost is not a firm figure unless stated as such. If CSG is verbally authorized to proceed with additional service work, the same shall be billed at CSG's regular hourly rates.
- 4.2 CSG will submit invoices to Client monthly. Client shall pay the balance stated in the invoice within ten (10) days after receipt of payment from your client but not later than thirty (30) days. In the event of a disputed invoice, Client shall identify in writing the specific cause of the dispute within ten (10) days of receipt of the invoice and shall pay when due any undisputed portion.
- 4.3 Payment for CSG's professional services is not contingent upon Project financing, land closing, payment from others, governing ordinance approvals and/or other contingency not incorporated into this Agreement. No deduction shall be made from any invoice because of penalty set-off or liquidated damages. Any invoiced amounts outstanding after sixty (60) days will bear interest at the rate of 1.5% per month (18% per annum), or the maximum permissible by applicable law, whichever is less, from the sixtieth day following the date of the invoice, until paid.
- 4.4 CSG shall be entitled to recover all attorneys' fees; dispute resolution fees, court costs and other expenses incurred in the collection of any amounts due under this Agreement.
- 4.5 In the event Client fails to make timely payment or otherwise is in material breach of this Agreement, then CSG may without any liability for delay or other damages, and after giving seven (7) days written notice to Client, suspend services and/or withhold deliverables until CSG has been paid in full or the other breach by Client has been cured. Upon such payment in full or cure and CSG's resumption of services, the schedule shall be equitably adjusted.
- 4.6 Client has the right to terminate this Agreement upon seven (7) days written notice. In the event of termination, Client shall pay CSG for all fees and Reimbursable expenses incurred up to the effective date of the termination.

SECTION 5: CONSTRUCTION PHASE SERVICES:

- 5.1 If included as part of the scope of services, CSG will review and take other appropriate action upon contractors' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for general conformance with contract documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Any such review of a specific item shall not indicate review of an assembly of which the item is a component.
- 5.2 If included as part of the services, CSG may review contractors' pay applications or change orders. Such review or recommendation for approval shall not be a representation that CSG has (1) made exhaustive or continuous on-site observations to check the quality or quantity of work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3)

reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Client to substantiate the contractors' right to payment or (4) ascertained how or for what purpose the contractor has used money previously paid.

- 5.3 If included in the scope of services, CSG will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents authored by CSG. Contractors shall be responsible for results or damages arising out of proceeding with work when contractor has questions regarding the requirements and fails to submit such a request for information.
- 5.4 If included in the scope of services, CSG will make site visits as specified in the scope of services in order to observe the progress of the work completed. Site visits during construction are to observe if the work is proceeding in general conformance to the intent of the Contract Documents and are not meant to fulfill the requirements for Special Inspections as set forth in IBC Chapter 17. Such site visits and observations are not intended to be an exhaustive check or detailed inspection. CSG shall keep Client informed about the progress of the work and shall advise the Client about observed deficiencies in the work. CSG shall not supervise, direct or have control over any contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor, nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor. CSG shall not be responsible for any acts or omissions of any contractor and shall not be responsible for any contractor's failure to perform the work in accordance with the Contract Documents or any applicable laws, codes, rules, regulations or industry standards.

If construction observation services are not included in the scope of services, Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against CSG that are connected with the performance of such services.

- 5.5 Construction jobsite and worker safety and safety meetings or procedures are the sole responsibility of the contractor. The contractor shall follow all city, state and federal safety requirements and procedures. Construction schedule is the sole responsibility of the Contractor. CSG is not responsible for contractor delays in construction. CSG is not responsible for construction materials testing or any work identifying or abating hazardous materials. CSG does not have the authority nor will take on the authority to stop work.

SECTION 6: HAZARDOUS MATERIALS

- 6.1 Client shall disclose to CSG the existence of all asbestos, petroleum, or other hazardous or toxic materials, including those regulated by the Comprehensive Environmental Response and Liability Act (CERCLA) at or near the Project site (**Hazardous Materials**). Both parties acknowledge and agree that CSG is not a user, handler, generator, operator, treater, storer, transporter, or disposer of such Hazardous Materials. CSG's scope of services does not include any services related to identification, abatement or removal of Hazardous Materials.
- 6.2 In the event any party encounters any such Hazardous Materials at or adjacent to the Project site, then Client or others shall retain an appropriate specialist to identify, abate, or remove any and all such Hazardous Materials and to ensure that the Project site is in compliance with CERCLA, or other applicable environmental rules, laws and regulations regarding the same.
- 6.3. Client shall, to the fullest extent permitted by law, defend, indemnify and hold harmless CSG and its subconsultants, of and from any

and all claims, suits, demands, liabilities, losses or costs resulting or arising out of the detection, presence, handling, removal, abatement, or disposal of such Hazardous Materials.

SECTION 7: RISK, DISPUTES AND DAMAGES

- 7.1** The parties agree that all disputes between them or other parties involved in the Project will be submitted to a mutually agreeable neutral mediator, as a condition precedent to litigation or other remedies provided by law. The fee and costs of the mediator shall be apportioned equally between the parties. This provision shall be included in all agreements with subconsultants or others so that mediation is the primary method for dispute resolution.
- 7.2** Neither party will be liable to the other for special, incidental, consequential or punitive losses or damages, including but not limited to damages resulting from delay, loss of use, loss of profits or revenue, or cost of capital.
- 7.3** If, due to CSG's act or omission, a required item or component of the Project is omitted from the construction documents, CSG shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will CSG be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
- 7.4** In recognition of the relative risks and benefits of the project to both CSG and Client, and that the fee charged by CSG is specifically based upon the services to be performed and a reasonable allowance for our risk and are not sufficient to warrant CSG's assumption of any risk beyond what is set forth herein. *EXCEPT FOR LOSSES AND DAMAGES DUE TO GROSS NEGLIGENCE OR INTENTIONAL TORTS, THE TOTAL AMOUNT OF LIABILITY OF CSG, ITS EMPLOYEES AND SUBCONSULTANTS, SHALL BE LIMITED TO TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) OR THE AMOUNT OF THE FEE PAID BY THE CLIENT FOR THE PROJECT – WHICHEVER IS GREATER.* This limit of liability shall apply to the fullest extent permitted by law to all causes of action and demands. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless CSG against all claims, demands, causes of action, damages, liabilities or costs including attorneys' fees, defense and expert costs, to the extent caused by the fault of the Client or anyone whose acts Client is liable.
- 7.5** To the fullest extent permitted by law, CSG shall indemnify and hold harmless the Client from any claims, damages or expenses to the extent caused by the negligent error or omission by CSG or anyone for whom CSG has legal liability. To the fullest extent permitted by law, Client shall indemnify and hold harmless CSG from any claims, damages or expenses to the extent caused by the negligent error or omission by Client or anyone for whom Client has legal liability.
- 7.6** CSG shall maintain during the duration of the provision of services per this Agreement, commercial general liability, statutory worker's compensation, and professional liability coverage as set forth in the certificate of insurance available to Client upon request. When requested to us in writing by Client, CSG will agree to name our Client as additional insured on our general liability policy. This additional insured status will apply according to our general liability policy language and can be evidenced on our certificate of insurance.

All insurance coverages shall be subject to all the terms, exclusions and conditions of the policies.

SECTION 8: MISCELLANEOUS PROVISIONS

- 8.1** These General Conditions and the accompanying letter agreement or proposal constitute the entire agreement between the parties and supersedes any prior agreements and any purchase order conditions. This Agreement may only be amended by a subsequent written agreement.
- 8.2** Neither party may assign this Agreement without the written consent of the other party, but CSG may enter into subcontracts for portions of the work upon notice to Client.
- 8.3** There are no third-party beneficiaries, and nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party.
- 8.4** CSG's individual employees, officers or directors shall not be subject to any personal legal exposure for the risks associated with this Project. Therefore, Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against CSG, a professional corporation, and not against any of CSG's individual employees, officers or directors.
- 8.5** This Agreement shall be interpreted according to the laws of the state where the Project is located.
- 8.6** Each provision of this Agreement is intended to be severable. If any provision of this Agreement is declared illegal or invalid for any reason, such illegality or invalidity shall not affect the remainder of this Agreement. Rather, the illegal or invalid provision shall be reformed to comply with applicable law, and permit enforcement to the fullest extent permitted by law.
- 8.7** Termination of this Agreement shall not affect any indemnification or limitation of liability provisions contained herein.
- 8.8** No action or failure to enforce any provision of this Agreement shall constitute a waiver of a right, nor constitute approval or acquiescence in any breach, except as may be specifically agreed in writing signed by both Client and CSG.
- 8.9** In lieu of or in addition to signing the letter agreement or proposal, the Client may accept this by permitting CSG to commence work on the Project. In the event of a conflict between the terms and conditions of this Agreement and those contained in the Client's authorization to proceed, the terms and conditions of this Agreement shall govern.



CITY COUNCIL AGENDA REPORT

DATE: February 18, 2025
DEPARTMENT: Engineering
PREPARED BY: Nick Guilliams
AGENDA ITEM NUMBER: 8.L.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Well No. 3 Water Treatment Plant - Change Order No. 4

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve Change Order No. 4

OVERVIEW

On October 2, 2023, the City Council awarded the Well No. 3 Water Treatment Plant bid to Municipal Builders, Inc. for \$8,094,000. Change Order No. 4 provides a credit for modifications made to various items during construction. Additionally, it extends the substantial completion date from April 2, 2025, to May 2, 2025. This extension is necessary due to product delays from the check valve supplier.

The net change to the contract amount from Change Order No. 4 is a credit of \$3,961.18. The table below summarizes the contract changes to date:

Original Contract Amount	\$8,094,000.00
Change Order No. 1	\$435,114.06
Change Order No. 2	\$53,896.00
Change Order No. 3	(\$14,049.00)
Change Order No. 4	(3,961.18)
Proposed Contract Amount	\$8,564,999.88

SOURCE OF FUNDS

Funding is available from the Minnesota Public Facilities Authority's Drinking Water Revolving Fund.

ATTACHMENTS

1. signed SSP CO 4



Building a Better World
for All of Us®

CHANGE ORDER

City of South St Paul

OWNER

CIP WS-21-1

OWNER'S PROJECT NO.

Well No. 3 Water Treatment Plant

PROJECT DESCRIPTION

2/12/2024

DATE

4

CHANGE ORDER NO.

SSTPA 167313 71.50

SEH FILE NO.

The following changes shall be made to the contract documents:

Description:

ITEM #1

Add 29 extra cubic yards of flowable to completely fill 72" pipe at site. Cost: \$4,687.85

ITEM #2

Change in coating of fluoride sump for better material compatibility. Cost: \$1,952.82

ITEM #3

Eliminate cost of new VFD procurement for Well #3, as this was not in the original scope. Credit: \$13,980.75

ITEM #4

Relocate unit heater in wellhouse to allow for installation of automatic transfer switch. Cost: \$3,378.90

ITEM #5

Change substantial completion date to May 2nd, 2025.

ITEM #6

Add Milestone 1. Well #3 must be capable of producing water able to be sent to the system by April 2nd, 2025.

The system bypass located in the water treatment plant must be operational, and fully disinfected.

Purpose of Change Order:

ITEM #1: During the filling of the 72" pipe detailed in CO #2, it was predicted that 131 cubic yards would be required. The pipe actually required 160 cubic yards. This Change Order is to make up the difference in predicted flowable fill against the quantity used.

ITEM #2: During construction, it was determined that the specified coating system for concrete protection was incompatible with fluoride. This cost change is to select a coating system appropriate for fluoride contact.

ITEM #3: During the electrical equipment submittal process, the electrical contractor submitted information for a new VFD for installation at Well #3. The contract states that the existing VFD is to be relocated, this change is for a reduction in cost associated with not supplying a new VFD.

ITEM #4: During construction at the wellhouse, it was noted that the approved automatic transfer switch was too tall to fit under the existing gas-fed unit heater and unused ductwork. It was elected to move the unit heater to a new space in the wellhouse, which required the extension of the gas feed line, and the unused ductwork was removed.

ITEM #5: The check valve supplier has alerted the Contractor that the estimated delivery date for check valves is April 3rd, 2025. A change of substantial completion to May 2nd, 2025 will allow the contractor to meet all contract obligations within contract dates.

ITEM #6: Well #3 must be able to produce water at a time meeting the original substantial completion date.

Milestone #1 is added, to add a date that the well is to be able to produce water and send it to the water distribution system, meeting all Minnesota Department of Health regulations for disinfection after construction.

Basis of Cost:

☒ Actual

☐ Estimated

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Attachments (list supporting documents)

SSP 72" Fill Extra

SSP VFD Credit with Doc

SSP Unit Heater Relocate CO with Doc

SSP Containment Pit Add

Contract Status

Original Contract

Net Change Prior C.O.'s 1 to 3

Change this C.O.

Revised Contract

Time

Cost

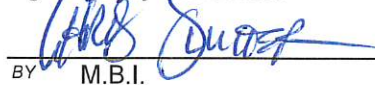
	\$8,094,000.00
-	\$474,961.06
	(\$3,961.18)
-	\$8,564,999.88

Recommended for Approval: **Short Elliott Hendrickson Inc.** by



Andrew Knapp, PE

Agreed to by Contractor:



BY M.B.I.



TITLE

Distribution

Contractor 2

Owner 1

Project Representative 1

Approved for Owner:



BY City of South St Paul

City Engineer

TITLE

SEH Office 1

Engineers | Architects | Planners | Scientists

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CITY COUNCIL AGENDA REPORT

DATE:

February 18, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

11.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Conditional Use Permit for an Adult Daycare in the Southview Shopping Center

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution #2025-24 approving a conditional use permit for an adult daycare in the Southview Shopping Center.

OVERVIEW

Application

The Applicant, Emadeldin Ibrahim, is seeking to operate an adult day care facility in a suite in the Southview Shopping Center which has the address 1205 Southview Boulevard.

Background

The Southview Shopping Center is a two-building multi-tenant retail shopping center with 55,914 square feet of rentable space. The 4,644 square foot suite that is directly adjacent to Southview Boulevard has been vacant for several years since the departure of Anytime Fitness. This suite has the address 1205 Southview Boulevard. The Applicant is proposing to convert this vacant suite into a State-licensed adult daycare that can accommodate up to 86 participants.

Applicant's Proposed Business Model

The Applicant has supplied the following information about their business model:

- The Applicant currently owns Mercy Adult Daycare at 814 White Bear Avenue in Saint Paul. The Applicant will operate the proposed adult daycare in the Southview Shopping Center with support from Ashley Kendrick who is the current assistant director at Mercy Adult Daycare.

- This facility will not provide special care to individuals with significant medical needs. It is designed “to support adults who are generally independent but benefit from socialization, structured activities, and a safe environment during the day.”
- They are looking to operate a program that can accommodate up to 86 individuals.
- There is no commercial kitchen in the space. All food will be prepared elsewhere and brought in.
- They anticipate operating between 8 AM on 8 PM.

Zoning and Comprehensive Plan Guidance

The subject property is zoned C-1 Retail Business and guided “commercial” in the 2040 Comprehensive Plan. In this zoning district. “Adult day care facility” is a conditional use and requires a conditional use permit.

Prior to 2020, the City Code did not contain zoning rules for day cares. The Planning Commission and City Council approved several child daycare and adult daycare businesses prior to 2020 by adopting a finding that they were similar to a school and approving a conditional use permit for an “other use that is deemed by the city council to be similar in purpose and character” as a use that is allowed in the zoning district. In 2020, the City Code was updated to officially list daycare uses in the City Code. Adult daycares were added as a conditional use in all of the City’s commercial zoning districts and industrial zoning districts.

Statewide Regulations for Adult Day Cares

Adult day cares are licensed at the State level by the Department of Human Services and many rules for these licenses are laid out in State Statute (see links below for more information):

- There are basic training requirements for employees: [9555.9680 - MN Rules Part](#)
- There are staffing ratio requirements which are tied to the functionality level of the participants: [9555.9690 - MN Rules Part](#)

- There are service and program requirements: [9555.9710 - MN Rules Part](#)
- There are safety requirements: [9555.9720 - MN Rules Part](#)
- There are limits on how many adults can be served in an adult daycare center and these limits are tied to the size and configuration of the space: [9555.9730 - MN Rules Part](#)

In addition to licensing requirements, all new daycares must comply with State Building Code requirements. The State Building Code requires at least 35 square feet of space per daycare participant. The architect who is handling the conversion of 1205 Southview Boulevard into a daycare space provided the City with a code analysis. The project architect is stating that the space can accommodate 86 daycare participants under the State Building Code with the way it is proposed to be configured.

CONDITIONAL USE PERMIT CRITERIA

Conditional Use Permits should be reviewed through the lens of the criteria outlined in the City Code:

- (1) That the conditional use, with such conditions as the commission shall determine and attach, conforms to the general purpose and intent of this chapter.
- (2) If the application is based on the conditional use provision in this chapter that the issuance conforms to the general characteristics of the district of which it will become a part.
- (3) That the conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district or districts affected.
- (4) That adequate utilities, access roads, streets, drainage, and other necessary facilities have been or will be provided.
- (5) That adequate measures have been or will be taken to provide ingress and egress in such a manner as to minimize traffic congestion and hazards in the public streets.
- (6) *In Business districts.* Certain uses are considered, as a rule, unsuitable in commercial areas because of inherent characteristics (e.g., traffic hazards, noise, light glare), proximity to residential areas, the fact that they tend not to serve nearby residential areas, or may adversely affect nearby permitted business uses.

COMMENTS FROM OTHER DEPARTMENTS

Police Department and Fire Department

Police Chief Brian Wicke and Fire Marshal Terry Johnson provided comments on a different proposed adult daycare in November of 2024, and they continue to have the same comments/concerns:

- There are some county and state licensed facilities in town that draw a disproportionately large number of resources from the Police Department and Fire Department.
- A well-run adult daycare should not cause any problems and could be an asset to the community. If the center is not well-run, however, the top concerns would be understaffing, under-trained staff members, staff members who did not pass a background check, and an undue number of medical responses by the Fire Department if the facility is taking on clients who are more challenging than what they are prepared to handle.
- The City should structure this conditional use permit in such a way that we have options to review the conditional use permit at the local level and revoke the permit if there are problems that cannot be resolved through the State licensing program.

DISCUSSION

The City can attach reasonable case by case conditions to a Conditional Use Permit to regulate the use and ensure harmony with surrounding land uses. Conditional Use Permits run with the land forever and transfer if the property changes hands. A conditional use permit typically can only be terminated if a condition is violated, and the City Council votes to revoke the conditional use permit.

City Staff certainly hopes that this daycare is a great new business which will provide a valuable care option for families living in the community. The Planning Department worked with the Police Department, the Fire Department, and the City Attorney's office to draft a set of approval conditions that should provide the City with adequate protections if there are problems with the business. Specifically:

- The City only wants to see a State-licensed adult daycare center in this location and does not want to allow any type of unregulated quasi-daycare business that does not have a State license. The daycare will not be allowed to begin operations until the Planning

Department has been provided with a copy of the State license.

- The project architect has indicated that the space can safely accommodate 86 daycare participants. A conditional use permit amendment (and probably a building permit) will be needed if the Applicant wants to reconfigure the space in the future and/or expand into another adjacent suite in the building to further grow the size of the program.
- The Applicant needs to adhere to any staffing ratio requirements, training requirements, staff background requirements, and limits on the number of program participants that are imposed by their license or State Statute.
- The Applicant needs to comply with the noise ordinance and cannot create a public nuisance.
- The suite does not have a commercial kitchen, and the Applicant has indicated all food will be catered. The Applicant must comply with any requirements imposed by the Minnesota Department of Health and/or Minnesota Department of Agriculture regarding food preparation.

Some of these conditions of approval are going to be redundant with approval conditions that are part of the State license from the Department of Human Services. The benefit of placing the conditions directly in the conditional use permit is that the City will have a degree of local control and can revoke the conditional use permit if there are violations.

PLANNING COMMISSION PUBLIC HEARING AND RECOMMENDATION

The Planning Commission held a public hearing for the conditional use permit at their meeting on February 5, 2025. No members of the public submitted any comments. The Planning Commission asked the Applicant about their screening criteria for clients and their experience running Mercy Adult Daycare in Saint Paul. The Applicant stated that they serve primarily clients who are 55 or older and they do not take on clients with memory care needs, all clients must be self-sufficient. They stated that they have operated Mercy Adult Daycare for almost five years and it has 68 clients. Their Saint Paul program is full, and they are getting calls from South St. Paul residents, so they are looking to expand in this area. The Planning Commission asked the Applicant if they are comfortable with the proposed conditions in the conditional use permit and the Applicant stated that they accept the conditions. The Planning Commission recommended approval of the conditional use permit with a 6-0 vote.

STAFF RECOMMENDATION

City Staff recommends approval of Resolution 2025-24 approving a conditional use permit for an adult daycare in the Southview Shopping Center.

60-Day Review Deadline: February 28, 2025

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Resolution 2025-24
2. Planning Commission Memo with Attachments

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-24

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT FOR
AN ADULT DAYCARE IN THE SOUTHVIEW SHOPPING CENTER**

WHEREAS, the City received an application from Emadeldin Ibrahim requesting the following approvals for a proposed adult daycare in the Southview Shopping Center that would be located in the suite that has the address 1205 Southview Boulevard:

- A conditional use permit for an adult daycare in the C-1 Retail Business zoning district.

WHEREAS, the subject property is a commercial suite located within the Southview Shopping Center which has the address 1205 Southview Boulevard (“the Property”); and the overall property is legally described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 in Block 5 of Minnesota and Northwestern Addition, together with the vacated alley in said Block 5, Minnesota and Northwestern Addition accruing thereto by reason of said vacation, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County and State.

WHEREAS, the Planning Commission held a public hearing on the application at their February 5, 2025 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission recommended approval (6-0) of the application at their February 5, 2025 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner’s report dated February 5, 2025 regarding this matter are hereby adopted and included herein by reference including the following attachments:
 1. Site Location Map
 2. Applicant’s Narrative
 3. Interior Remodel Plans
 4. Public Hearing Notice

2. Findings.

A. The City Council determines that the proposed conditional use permits are consistent with the following criteria:

- i. That the conditional use, which such conditions as the commission shall determine and attach, conforms to the general purpose and intent of this chapter.
- ii. If the application is based on the conditional use provision in this chapter that the issuance conforms to the general characteristics of the district of which it will become a part.
- iii. That the conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district or districts affected.
- iv. That adequate utilities, access roads, streets, drainage, and other necessary facilities have been or will be provided.
- v. That adequate measures have been or will be taken to provide ingress and egress in such a manner as to minimize traffic congestion and hazards in the public streets.
- vi. That the proposed use is appropriate for its proposed location within a business district that is across the street from residential uses.

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

1. **Approved Plans.** The conditions of this approval are based on the following plans:

- | | |
|--|-------------------------|
| a. Application (Emadeldin Ibrahim) | dated 12/30/2024 |
| b. Narrative (Ashley Kendrick) | dated 12/27/2024 |
| c. Interior Remodeling Plans (Jim Mackey Architect) | dated 12/26/2024 |

2. **Compliance with Building Code and Fire Code Requirements.** The Applicant shall comply with any applicable requirements in the State Building Code and State Fire Code for this type of use. A building permit is required to establish this use in the Suite addressed 1205 Southview Boulevard in the Southview Shopping Center.

3. **State License Required.** The Applicant is required to acquire and maintain a State license for an adult daycare operation from the Minnesota Department of Human Services. A copy of this license must be provided to the Zoning Administrator before daycare operations may begin. In future years, the Applicant must provide the Zoning Administrator with an updated copy of the license upon request.

4. **Maximum Number of Participants.** The total number of daycare participants served shall not exceed what is permitted under the State license. Additionally, a conditional use permit amendment shall be required if the total number of daycare participants is proposed to exceed 86 adults, which is the maximum number of the participants that the project architect's code analysis shows that the Applicant's space can support under the State Building Code with its proposed floorplan.
5. **Staffing Requirements.** The Applicant shall adhere to any staffing ratio requirements, staff training requirements, and staff background requirements imposed by the Minnesota Department of Human Services and/or State Statute.
6. **Compliance with Food Preparation Requirements.** The Applicant shall comply with whatever requirements are imposed by the Minnesota Department of Health and Minnesota Department of Agriculture for food preparation. The catering kitchen must be upgraded to a full commercial kitchen if the Applicant wishes to use it in such a way where Building Code or Fire Code requirements would require such an upgrade.
7. **No overnight accommodations.** There shall be no overnight accommodations provided at the adult daycare. The business may only operate between the hours of 5 AM and 10 PM.
8. **Compliance with Noise and Nuisance Ordinances.** The adult daycare must not violate the City Code's noise ordinance or in any other way be a public nuisance.
9. **Scope of Conditional Use Permit.** This conditional use permit for an adult daycare shall only apply to the specific suite in the Southview Shopping Center that is being proposed for use as an adult daycare by the Applicant.
10. **Termination of the Conditional Use Permit.** The Conditional Use Permit will terminate if improvements have not substantially begun within one year from the date of approval. The violation of any condition of approval in the conditional use permit may terminate the conditional use permit(s), following a hearing by the City Council.

Adopted this 18th day of February 2025

City Clerk



PLANNING COMMISSION AGENDA REPORT

DATE:

February 5, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

5.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Conditional Use Permit for an Adult Daycare in the Southview Shopping Center

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

A motion recommending approval or denial of a conditional use permit for an adult daycare in the Southview Shopping Center.

OVERVIEW

Application

The Applicant, Emadeldin Ibrahim, is seeking to operate an adult day care facility in a commercial suite in the Southview Shopping Center which has the address 1205 Southview Boulevard.

Review Timeline

Application Submittal: December 30, 2024

Planning Commission: February 5, 2025

Tentative City Council Meeting: February 17, 2025

60-Day Review Deadline: February 28, 2025

Background

The Southview Shopping Center is a two-building multi-tenant retail shopping center with 55,914 square feet of rentable space. The 4,644 square foot suite that is directly adjacent to Southview Boulevard has been vacant for several years since the departure of Anytime Fitness. This suite has the address 1205 Southview Boulevard. The Applicant is proposing to convert this vacant suite into a State-licensed adult daycare that can accommodate up to 86 participants.

Applicant's Proposed Business Model

The Applicant has supplied the following information about their business model:

- The Applicant currently owns Mercy Adult Daycare at 814 White Bear Avenue in Saint Paul. The Applicant will operate the proposed adult daycare in the Southview Shopping Center with support from Ashley Kendrick who is the current assistant director at Mercy Adult Daycare.
- This facility will not provide special care to individuals with significant medical needs. It is designed “to support adults who are generally independent but benefit from socialization, structured activities, and a safe environment during the day.”
- They are looking to operate a program that can accommodate up to 86 individuals.
- There is no commercial kitchen in the space. All food will be prepared elsewhere and brought in.
- They anticipate operating between 8 AM on 8 PM.

Zoning and Comprehensive Plan Guidance

The subject property is zoned C-1 Retail Business and guided “commercial” in the 2040 Comprehensive Plan. In this zoning district, “Adult day care facility” is a conditional use and requires a conditional use permit.

Prior to 2020, the City Code did not contain zoning rules for day cares. The Planning Commission and City Council approved several child daycare and adult daycare businesses prior to 2020 by adopting a finding that they were similar to a school and approving a conditional use permit for an “other use that is deemed by the city council to be similar in purpose and character” as a use that is allowed in the zoning district. In 2020, the City Code was updated to officially list daycare uses in the City Code. Adult daycares were added as a conditional use in all of the City’s commercial zoning districts and industrial zoning districts.

Relevant City Code

The following code sections are relevant to this review:

- Section 118-40 of the City Code governs Conditional Use Permits.
- Section 118-126 of the City Code governs the C-1 Retail Business zoning district

Statewide Regulations for Adult Day Cares

Adult day cares are licensed at the State level by the Department of Human Services and many rules for these licenses are laid out in State Statute (see links below for more information):

- There are basic training requirements for employees: [9555.9680 - MN Rules Part](#)
- There are staffing ratio requirements which are tied to the functionality level of the participants: [9555.9690 - MN Rules Part](#)
- There are service and program requirements: [9555.9710 - MN Rules Part](#)
- There are safety requirements: [9555.9720 - MN Rules Part](#)
- There are limits on how many adults can be served in an adult daycare center and these limits are tied to the size and configuration of the space: [9555.9730 - MN Rules Part](#)

In addition to licensing requirements, all new daycares must comply with State Building Code requirements. The State Building Code requires at least 35 square feet of space per daycare participant. The architect who is handling the conversion of 1205 Southview Boulevard into a daycare space provided the City with a code analysis. The project architect is stating that the space can accommodate 86 daycare participants under the State Building Code with the way it is proposed to be configured.

Tenant Mix in Southview Shopping Center

The existing tenant mix in the shopping center is eclectic and includes a grocery store, multiple restaurants, a dog training facility, a comic book shop, a dollar store, and a nail salon.

Surrounding Land Uses

North: Gas station that is zoned C-1 Retail Business

East: Bank that is zoned C-1 Retail Business

South: There are single-family homes with R-2 Single-and-Two Family Residence zoning to the south of the Shopping Center. These homes are over 500 feet away from the suite that would contain the proposed adult daycare.

West: A dog groomer that is zoned C-1 Retail Business

CONDITIONAL USE PERMIT CRITERIA

Conditional Use Permits should be reviewed through the lens of the criteria outlined in the City Code:

- (1) That the conditional use, with such conditions as the commission shall determine and attach, conforms to the general purpose and intent of this chapter.
- (2) If the application is based on the conditional use provision in this chapter that the issuance conforms to the general characteristics of the district of which it will become a part.
- (3) That the conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district or districts affected.
- (4) That adequate utilities, access roads, streets, drainage, and other necessary facilities have been or will be provided.
- (5) That adequate measures have been or will be taken to provide ingress and egress in such a manner as to minimize traffic congestion and hazards in the public streets.
- (6) *In Business districts.* Certain uses are considered, as a rule, unsuitable in commercial areas because of inherent characteristics (e.g., traffic hazards, noise, light glare), proximity to residential areas, the fact that they tend not to serve nearby residential areas, or may adversely affect nearby permitted business uses.

COMMENTS FROM OTHER DEPARTMENTS

Police Department and Fire Department

Police Chief Brian Wicke and Fire Marshal Terry Johnson provided comments on a different proposed adult daycare in November of 2024 and they continue to have the same comments/concerns:

- There are some county and state licensed facilities in town that draw a disproportionately large number of resources from the Police Department and Fire Department.
- A well-run adult daycare should not cause any problems and could be an asset to the community. If the center is not well-run, however, the top concerns would be understaffing, under-trained staff members, staff members who did not pass a background check, and an undue number of medical responses by the Fire Department if the facility is taking on clients who are more challenging than what they are prepared to handle.
- The City should structure this conditional use permit in such a way that we have options to review the conditional use permit at the local level and revoke the permit if there are problems that cannot be resolved through the State licensing program.

DISCUSSION

The City can attach reasonable case by case conditions to a Conditional Use Permit to regulate the use and ensure harmony with surrounding land uses. Conditional Use Permits run with the land forever and transfer if the property changes hands. A conditional use permit typically can only be terminated if a condition is violated, and the City Council votes to revoke the conditional use permit.

City Staff certainly hopes that this daycare is a great new business which will provide a valuable care option for families living in the community. The Planning Department worked with the Police Department, the Fire Department, and the City Attorney's office to draft a set of approval conditions that should provide the City with adequate protections if there are problems with the business. Specifically:

- The City only wants to see a State-licensed adult daycare center in this location and does not want to allow any type of unregulated quasi-daycare business that does not have a State license. The daycare will not be allowed to begin operations until the Planning Department has been provided with a copy of the State license.
- The project architect has indicated that the space can safely accommodate 86 daycare participants. A conditional use permit amendment (and probably a building permit) will be needed if the Applicant wants to reconfigure the space in the future and/or expand into another adjacent suite in the building to further grow the size of the program.

- The Applicant needs to adhere to any staffing ratio requirements, training requirements, staff background requirements, and limits on the number of program participants that are imposed by their license or State Statute.
- The Applicant needs to comply with the noise ordinance and cannot create a public nuisance.
- The suite does not have a commercial kitchen, and the Applicant has indicated all food will be catered. The Applicant must comply with any requirements imposed by the Minnesota Department of Health and/or Minnesota Department of Agriculture regarding food preparation.

Some of these conditions of approval are going to be redundant with approval conditions that are part of the State license from the Department of Human Services. The benefit of placing the conditions directly in the conditional use permit is that the City will have a degree of local control and can revoke the conditional use permit if there are violations. The City does not control the State license and only has the ability to report license violations to the State and request an investigation.

STAFF RECOMMENDATION

Staff recommends approval of the conditional use permit with the following conditions:

1. **Approved Plans.** The conditions of this approval are based on the following plans:

a. Application (Emadeldin Ibrahim)	dated 12/30/2024
b. Narrative (Ashley Kendrick)	dated 12/27/2024
c. Interior Remodeling Plans (Jim Mackey Architect)	dated 12/26/2024
2. **Compliance with Building Code and Fire Code Requirements.** The Applicant shall comply with any applicable requirements in the State Building Code and State Fire Code for this type of use. A building permit is required to establish this use in the Suite addressed 1205 Southview Boulevard in the Southview Shopping Center.
3. **State License Required.** The Applicant is required to acquire and maintain a State license for an adult daycare operation from the Minnesota Department of Human Services. A copy of this license must be provided to the Zoning Administrator before daycare operations may begin. In future years, the Applicant must provide the Zoning

Administrator with an updated copy of the license upon request.

4. **Maximum Number of Participants.** The total number of daycare participants served shall not exceed what is permitted under the State license. Additionally, a conditional use permit amendment shall be required if the total number of daycare participants is proposed to exceed 86 adults, which is the maximum number of the participants that the project architect's code analysis shows that the Applicant's space can support under the State Building Code with its proposed floorplan.
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7. **No overnight accommodations.** There shall be no overnight accommodations provided at the adult daycare. The business may only operate between the hours of 5 AM and 10 PM.
8. **Compliance with Noise and Nuisance Ordinances.** The adult daycare must not violate the City Code's noise ordinance or in any other way be a public nuisance.
9. **Scope of Conditional Use Permit.** This conditional use permit for an adult daycare shall only apply to the specific suite in the Southview Shopping Center that is being proposed for use as an adult daycare by the Applicant.
10. **Termination of the Conditional Use Permit.** The Conditional Use Permit will terminate if improvements have not substantially begun within one year from the date of approval. The violation of any condition of approval in the conditional use permit may terminate

the conditional use permit(s), following a hearing by the City Council.

Action Requested

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

1. Approval. If the Planning Commission wishes to recommend approval of the conditional use permit, the following action should be taken:

A. Motion to recommend approval of a conditional use permit for an adult day care in the Southview Shopping Center.

2. Denial. If the Planning Commission wishes to recommend denial of the conditional use permit, the following action should be taken:

B. Motion to recommend denial of a conditional use permit for an adult day care in the Southview Shopping Center.

If the Planning Commission wants to recommend denial, it will require a finding that the conditional use permit request is not consistent with one of more parts of the CUP criteria.

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Site Location Map
2. Applicant's Narrative
3. Interior Remodel Plans
4. Public Hearing Notice

ATTACHMENT 1
SITE LOCATION MAP



**ATTACHMENT 2
APPLICANT'S NARRATIVE**

12/27/2024

City Council Members

City of South St. Paul

125 3rd Ave N

South St.Paul, MN 55075

Dear Honorable City Council Members,

I hope this letter finds you well. My name is Ashley Kendrick, and I am writing to you today regarding an exciting new business venture I am seeking to establish within South St. Paul. I am in the process of opening an Adult Day Care facility, and I am requesting your support and approval for a building permit to operate this facility at 1205 Southview Blvd South Saint Paul, MN. The purpose of this proposal is to provide clarity on the planned use of the space, as well as to demonstrate how this facility will positively impact our community.

Purpose and Scope of the Adult Day Care Facility

The Adult Day Care facility will cater to up to 86 clients and will operate on a daily schedule from 8:00AM to 8:00 PM, Monday through Saturday. It is important to note that this facility will not provide special care for individuals with significant medical needs, such as those requiring nursing or intensive medical attention. Rather, it is designed to support adults who are generally independent but benefit from socialization, structured activities, and a safe environment during the day.

Our primary goal is to offer a safe, welcoming space for older adults who may be seeking companionship, mental stimulation, or assistance with light daily activities. The services we provide will include:

- Social interaction through group activities, games, and discussions
- Recreational activities to promote physical and mental wellness
- Healthy meal services for clients during operating hours
- Transportation services to and from the facility, if necessary

Location and Facility Details

The location of the proposed Adult Day Care is situated at 1205 Southview Blvd in South St. Paul. The building is well-suited for this purpose, with ample space to accommodate our

planned client base of 86 individuals. We will be leasing the building, and we seek to ensure that it meets all zoning and safety requirements for its intended use as an Adult Day Care.

We understand that a permit is required to change the designated use of the building to an Adult Day Care facility, and we are committed to complying with all local zoning laws, health, and safety regulations. We will work closely with the city to ensure that all necessary building code modifications and safety protocols are met.

Community Impact

We strongly believe that this facility will be a valuable addition to the South St. Paul community, offering numerous benefits to both clients and the surrounding neighborhood. These include:

1. **Support for Families:** The facility will provide respite for family members who may be primary caregivers, allowing them to continue working or attend to personal matters while knowing their loved ones are in a safe and stimulating environment.
2. **Economic Benefit:** The adult day care will create local jobs, including care providers, activity coordinators, kitchen staff, and administrative personnel. This will contribute to the local economy and provide new employment opportunities.
3. **No Major Traffic Disruptions:** The adult day care will operate during standard weekday hours (8 AM - 8 PM) and is not expected to generate significant traffic or disturbances. We have made provisions for transportation services to ensure clients are safely transported to and from the facility, minimizing any impact on local traffic.
4. **Safe and Healthy Environment:** We are dedicated to providing a well-maintained, clean, and accessible space that meets all safety and accessibility guidelines, ensuring the health and well-being of all individuals who come to the center.

Conclusion

In conclusion, I respectfully ask the City Council to grant us the necessary permit to operate our Adult Day Care facility at 1205 Southview Blvd South Saint Paul. We are committed to following all regulations and working in close partnership with the city to ensure the space is safe, accessible, and beneficial to the residents of South St. Paul. We believe this facility will be a great asset to the community, helping to improve the lives of seniors and providing invaluable support to their families.

Thank you for your time and consideration. I am happy to answer any questions you may have and provide further details regarding our plans for the facility. We look forward to the opportunity to contribute positively to South St. Paul and work with you in making this vision a reality.

Sincerely,

Ashley Kendrick

651-666-9438

ATTACHMENT 3
INTERIOR REMODEL PLANS

Adult Day Center

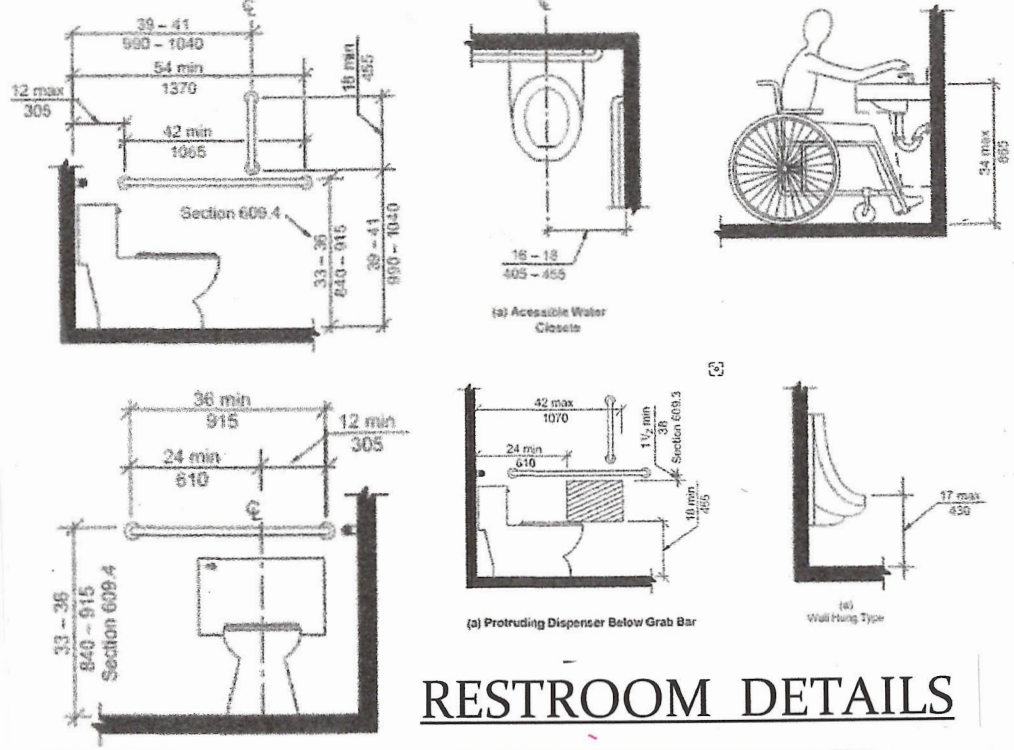
Interior Remodeling
1205 Southview Blvd
South St. Paul , MN

CODE SUMMARY

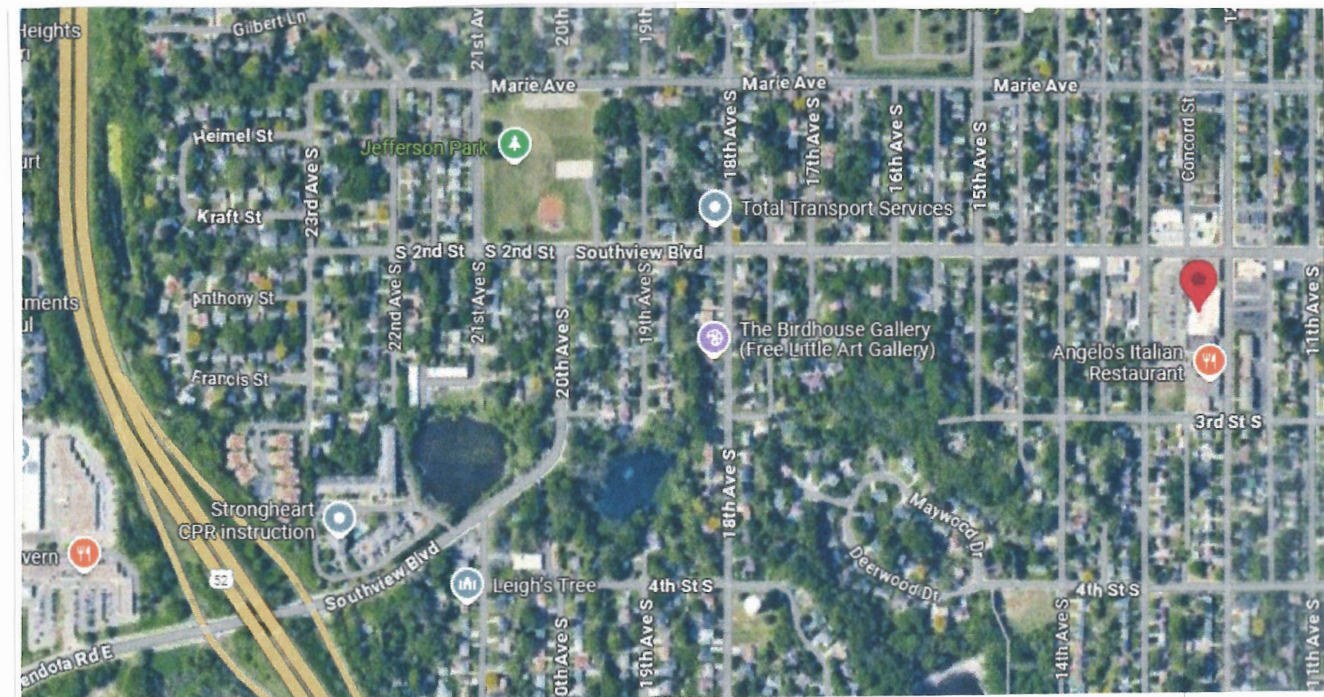
SCOPE OF WORK:	CHANGE OF USE FROM FITNESS CENTER [B] TO AN ADULT CAY CENTER [E] / ADD SMALL FOOD PREP [NO COOKING]
APPLICABLE CODES:	2020 MINNESOTA BUILDING CODE 2020 MINNESOTA BUILDING CONSERVATION CODE 2020 MINNESOTA ACCESSIBILITY CODE CHAPTER 1341 2020 MINNESOTA STATE MECHANICAL AND FUEL GAS CODE 2020 MINNESOTA STATE FIRE CODE 2020 MINNESOTA STATE PLUMBING CODE 2023 NATIONAL ELECTRIC CODE
OCCUPANCY TYPE:	E (MBC SECTION 305)
CONSTRUCTION TYPE:	II-B - S1 @ LOWER LEVEL (MBC TABLE 506.2) EXISTING MASONRY BUILDING
OCCUPANT LOAD:	OPEN AREA: 3000 SF / 35 = 86 OCCUPANTS OFFICES: 110 SF X 2 = 220 / 150 = 2 OCCUPANTS FOOD PREP: 108 SF / 200 = 1 OCCUPANT STAFF: 6 OCCUPANTS TOTAL: 95 OCCUPANTS
FIRE SEPARATION:	EXISTING 1 HOUR FIRE RATED WALLS IN CORRIDORS - ASSUME METAL STUDS WITH 5/8" TYPE 'X' GYPSUM BOARD EACH SIDE - EXTENDED TO UNDERSIDE OF DECK ABOVE - FIELD VERIFY
SIGNAGE:	PROVIDE TACTILE SIGNAGE AT NEW RESTROOMS PER THE MINNESOTA STATE BUILDING CODE.
EXIT LIGHTING:	EXISTING LED TYPE EXIT/EMERGENCY LIGHTS.
AUTOMATIC FIRE SPRINKLER:	EXISTING INSTALLED THROUGHOUT
TRAVEL DISTANCE:	MAXIMUM ALLOWED: 200' (MBC TABLE 1017.2) PROPOSED: 100'
PLUMBING FIXTURES:	FIXTURES REQUIRED: 1 WC / 1 LAV PER SEX (MBC TABLE 2902.1) FIXTURES PROVIDED: 1 WC / 1 LAV PER SEX + SERVICE SINK
GROSS FLOOR AREA:	4644 SQ. FT. (TENANT SPACE)
BUILDING HEIGHT:	EXISTING 1 STORY

GENERAL NOTES

- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL DIMENSIONS AND EXISTING CONDITIONS.
- SIMILAR MATERIALS INDICATED ON DIFFERENT PLANS, SECTIONS AND DETAILS, AND ANNOTATED ON ONE OR MORE PLAN, SECTION OR DETAIL SHALL BE CONSIDERED ANNOTATED, NOTED OR LABELED COMPLETELY ON ALL PLANS, SECTIONS AND DETAILS.
- IN THE CASE OF AMBIGUITIES, DISCREPANCIES OR IRREGULARITIES IN THE DRAWINGS, SPECIFICATIONS, MANUFACTURING INSTRUCTIONS, SITE CONDITIONS OR APPLICABLE CODES AND STANDARDS, REQUEST CLARIFICATION FROM THE ARCHITECT OR ENGINEER BEFORE PROCEEDING. THE COST OF CORRECTING WORK DONE AS A RESULT OF PROCEEDING WITHOUT OBTAINING CLARIFICATION WILL BE BORNE SOLELY BY THE CONTRACTOR.
- THE CONTRACTOR AND/OR OWNER MUST VERIFY AND CHECK ALL NOTES, FLOOR PLANS, ELEVATIONS, SECTIONS AND DETAILS AND NOTIFY THE ARCHITECT OF ANY ERRORS OR OMISSIONS FOR POSSIBLE CORRECTION PRIOR TO START OF CONSTRUCTION.
- ELECTRICAL, MECHANICAL PLUMBING AND SPRINKLER MODIFICATION PLANS (IF REQUIRED) SHALL BE SUPPLIED BY THE CONTRACTORS PERFORMING THE WORK.
- ALL WORK SHALL COMPLY WITH ALL LOCAL AND STATE BUILDING CODES & ORDINANCES.
- SEE CONSTRUCTION PLANS FOR ADDITIONAL INFORMATION.



RESTROOM DETAILS



ROOM FINISH SCHEDULE

RM#	ROOM NAME	FLOOR & BASE	WALLS	CEILING	CLG.HT	REMARKS
100	ENTRANCE	TILE	EXIST-PAINT	EXPOSED	12'-0" +/-	
101	OFFICE	VCT	EXIST-PAINT	EXISTING	9'-0"	
102	OFFICE	VCT	EXIST-PAINT	EXISTING	9'-0"	
103	OPEN AREA	VCT	EXIST-PAINT	EXPOSED	12'-0" +/-	
104	FOOD PREP	QUARRY TILE	FRP	PLASTIC FACE TILE	9'-0"	COVE BASE
105	UTILITY	CONCRETE	FRP	EXISTING	9'-0"	
106	EXIST MEN	EXIST TILE	EXIST-PAINT	EXISTING	9'-0"	
107	EXIST WOMEN	EXIST TILE	EXIST-PAINT	EXISTING	9'-0"	

NOTES

- ALL FINISHES SELECTED/VERIFIED WITH THE TENANT.
- FIELD VERIFY ALL EXISTING CONDITIONS INCLUDING CEILING HEIGHTS.

DOOR INFORMATION

- ALL DOORS ARE EXISTING TO REMAIN.
- VERIFY PANIC HARDWARE AND CLOSER AT EXTERIOR DOORS.
- VERIFY THAT ALL DOORS HAVE LEVER HANDLES. REPLACE AS NECESSARY.

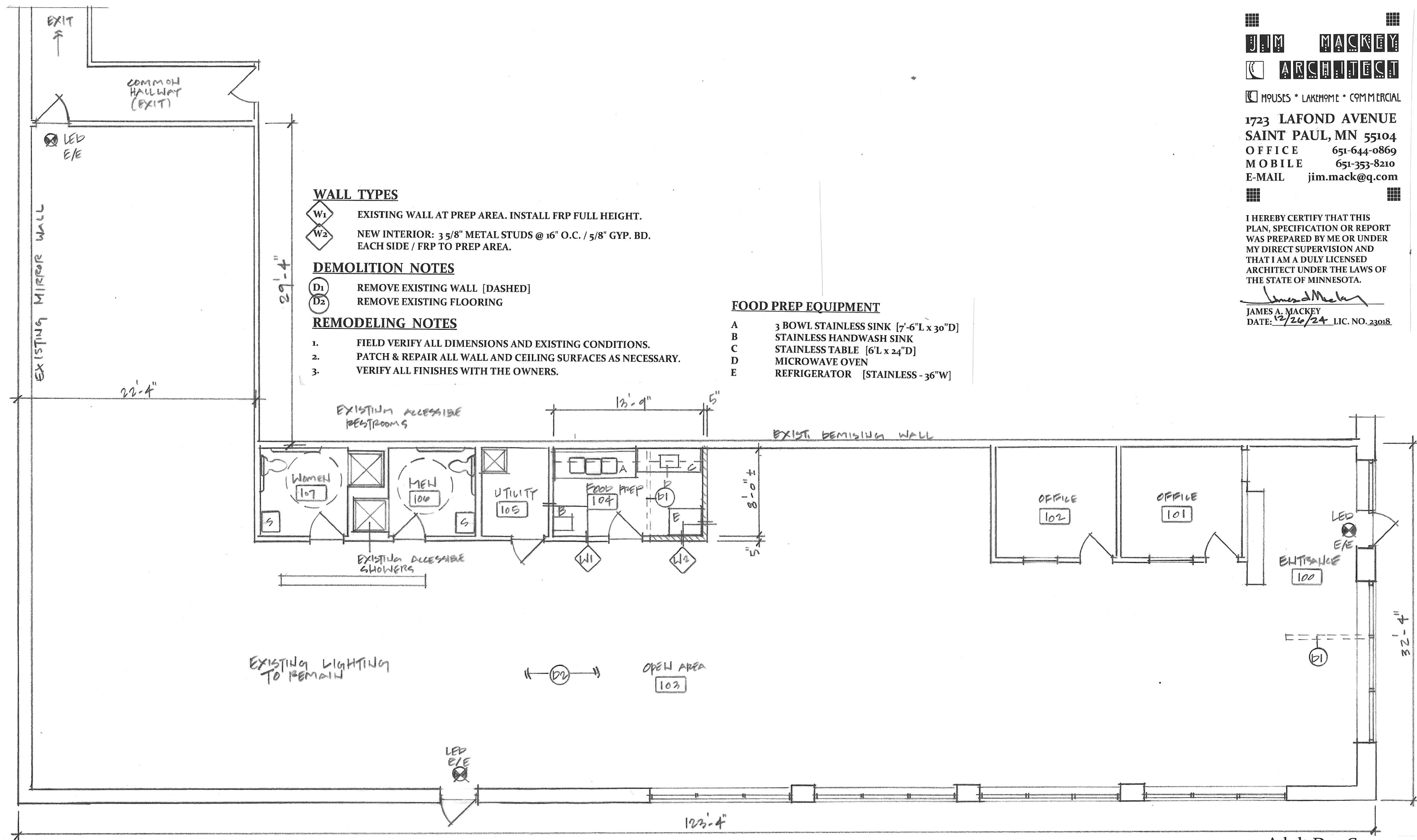
JIM MACKKEY
ARCHITECT
HOUSES • LAKEHOME • COMMERCIAL
1723 LAFOND AVENUE
SAINT PAUL, MN 55104
OFFICE 651-644-0869
MOBILE 651-353-8210
E-MAIL jim.mack@q.com

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 ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
JAMES A. MACKKEY
DATE: 12/26/24 LIC. NO. 23018

Adult Day Center
1205 Southview Blvd
South St. Paul , MN

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
ARCHITECT UNDER THE LAWS OF
THE STATE OF MINNESOTA.

James A. Mackay
JAMES A. MACKAY
DATE: 12/26/24 LIC. NO. 23018



REMODELING FLOOR PLAN
1/8" = 1' - 0"

ATTACHMENT 4
Public Hearing Notice



**City of South
St. Paul**

125 Third Avenue North
South St. Paul, MN 55075

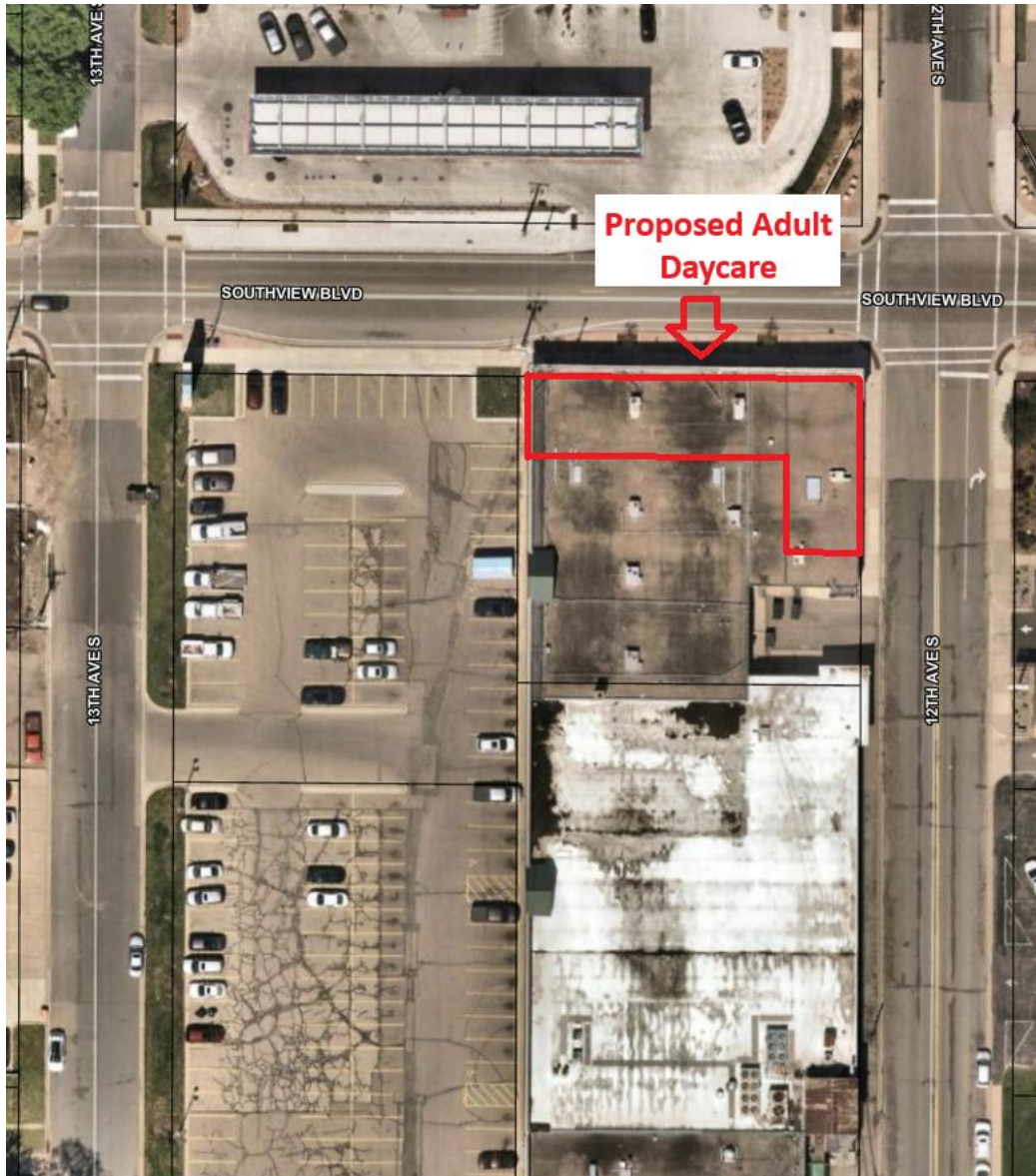
www.southstpaul.org

**Notice of Public
Hearing**

Applicant(s):	Emadeldin Ibrahim
Request:	The Applicant is seeking a conditional use permit to operate an adult daycare business out of Suite "1205 Southview Boulevard" in the Southview Shopping Center. The property is zoned C-1 Retail Business, and the use is allowed with a conditional use permit.
Subject Property	1205 Southview Boulevard (vacant suite previously occupied by Anytime Fitness)
Public Hearing Time and Location:	City Hall, Council Chambers, 125 Third Avenue North, South St. Paul Wednesday, February 5, 2025 at 7:00 P.M. Or as soon thereafter as the matter can be heard. All those interested are encouraged to attend and will be given an opportunity to be heard.
Questions or Comments, Please Contact:	The Planning Commission will also consider oral and written comments that are received prior to the meeting. You can submit your comments: By mail: City of South St. Paul, Attn: City Planner 125 Third Avenue North South St. Paul, MN 55075 By phone: (651) 554-3217 By fax: (651) 554-3271 By e-mail: mhealy@southstpaul.org <u>All written, faxed, or e-mailed comments must be received by the City Planner no later than Noon on Wednesday, February 5th to be considered by the Planning Commission as part of the public hearing*.</u> <i>*Please include your name and address as well as the project address</i>

A staff memo analyzing the request will be posted to the City's website by Friday, January 31st as part of the Planning Commission packet. It can be accessed using the following link:

<https://www.southstpaul.org/926/Agendas-Minutes>



Maps Showing the Approximate Location of the Proposed Adult Daycare at the Southview Shopping Center



CITY COUNCIL AGENDA REPORT

DATE:

February 18, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

11.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

First Reading: Ordinance Updating the Zoning Code's Parking Regulations for Residential and Mixed-Use Properties

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Introduce ordinance for a first reading.

OVERVIEW

Applicant

The Applicant is the City of South St. Paul. *The Planning Commission discussed parking regulations for residential and mixed-use properties at their January 2025 meeting and reviewed a draft ordinance. The Planning Commission requested that the ordinance be brought to their February 2025 meeting for a public hearing, and they voted unanimously to recommend approval.*

Purpose of Proposed Ordinance

In 2019, the City began a multi-step update of its parking ordinance because the old requirements were making it difficult for the City to attract new investment. Additionally, the old requirements made it illegal to build infill development that matched South St. Paul's existing walkable small-town character. Most of SSP's existing buildings were "grandfathered" but if a building burned down and lost its grandfather rights, it could not be rebuilt because all new buildings required a very large parking lot which would not fit on a standard-sized parcel. The City adopted new parking rules for non-residential properties in 2022 which legalized SSP's existing commercial areas and made it possible to build infill development that matched the character of these areas. However, the City still needs to update its parking rules for residential properties and mixed-use properties as this was not addressed in the 2022 update.

The current parking rules for residential buildings and mixed-use buildings do not align with market conditions. Consequently, almost every significant residential development that has been approved in recent decades has involved a parking variance or Planned Unit Development (PUD)

flexibility that has greatly reduced the overall parking requirement. This approach introduces uncertainty into the development process because variances and PUD flexibility can become politicized and divide the community. The City Council and the South St. Paul Economic Development Authority (EDA) have been laying the groundwork for the past decade to redevelop the northeast corner of Grand Avenue and Concord Street North into a mixed-use neighborhood known as the Hardman Triangle. A link to the Hardman Triangle Redevelopment Plan is included at the end of this memo. It will be much more difficult for the redevelopment of the Hardman Triangle to move forward if the City does not update its code to align with market conditions with modern parking standards for residential and mixed-use projects.

Background

Like many communities in Minnesota, South St. Paul adopted a new parking ordinance in the 1950's that took away landowners' ability to make their own decisions about how large their parking facilities would be. Instead, City Staff would decide the minimum size of each parking facility using a set of formulas related to the size and use of each building. The City Code was written to incorporate a peak demand approach, meaning that each new building was required to have an oversized parking lot that could handle 100% of the cars that might show up on the busiest day of the year. Church parking lots needed to be sized to handle all cars that might show up on Christmas Day. Retail parking lots needed to be sized to handle all cars that might show up on Black Friday. It was also made generally illegal to move a new type of business into an existing commercial building without expanding its parking lot to meet the new requirements. South St. Paul is a fully built out community so expanding a parking lot typically means demolishing a neighboring building.

Interestingly, the City Code's parking requirements were never really enforced. The Planning Commission and the City Council have long understood that the rules were not well-calibrated and have been extremely generous with large parking variances and PUD flexibility to allow projects to move forward. Unfortunately, many businesses and developers fear the uncertainty of the variance process and avoid investing in cities where a parking variance is needed for most projects. South St. Paul is a walkable community and parking lots do not need to be quite as large as they are in outer ring suburbs because not everybody uses a car for all trips and off-street parking lots are not the only parking option. Most roads in SSP have on-street parking which can be used for special events and short-term guest parking. The City Council recently had Concord Street and Concord Exchange reconstructed and added extra-wide parking lanes and some new angled parking to make it even easier for customers to park on the street. On-street parking in SSP is intended to have frequent turnover and is not supposed to be used for long-term storage of vehicles. The City Code prohibits a car from being parked in the same spot on any public street for longer than 20 hours.

In 2019, the City launched a project to update its parking requirements. At their October 2nd meeting in 2019, the Planning Commission unanimously recommended approval of an ordinance that would update parking requirements for nonresidential properties, residential properties, and mixed-use properties. The City Council was supportive of the proposed ordinance, but they tabled it during the second reading and requested an additional Worksession discussion to talk about parking requirements for schools. Unfortunately, the parking ordinance

update was then paused due to staff turnover and the onset of the Covid-19 pandemic.

In 2021, the City completed a corridor study and created the new MMM-Mixed Markets and Makers mixed use district on Concord Street North. The MMM district was envisioned as an innovation corridor with a market-driven approach to development. Nonresidential uses were given flexibility to work with the Planning Commission and City Council to design their parking facility instead of being assigned a strict minimum parking stall count by City Staff. Residential projects were given a reduced minimum parking requirement so the market can help guide how much parking is built. In 2022, the parking ordinance was updated to implement the MMM district's business-friendly approach in all the City's commercial districts when it comes to nonresidential uses. The 2022 update also established a new collaborative process for reviewing and approving parking plans for institutional uses such as churches and schools when they are in residential neighborhoods. The 2022 update did not include any changes to parking regulations for residential projects or dwelling units in mixed-use buildings, which is why another code update is still needed.

2040 Comprehensive Plan and Master Housing Strategy Guidance

The Economic Development, Housing, and Land Use chapters of the 2040 Comprehensive Plan all call for updating the City Code's parking requirements to promote the efficient use of land, grow the tax base, and protect community character from the negative impacts that can be caused by excessively large surface parking lots.

The City Council adopted a Master Housing Strategy in June of 2020 which includes the following statement:

“Based on feedback received from developers, South St. Paul’s zoning code creates a number of barriers to townhomes and apartment developments. The most problematic sections of the code include Section 118-267- Multifamily residential, townhouses and cluster developments and Section 118-354 - Off-street parking requirements. Changes to these sections could alleviate red tape for future townhomes or apartment developments.”

A link to the full text of the Master Housing Strategy and its supporting documents is included at the end of this memo.

Summary of Existing Parking Ordinance

The current minimum parking requirements for residential developments are as follows:

- In all zoning districts except for the MMM district, the City Code requires two parking stalls for each residential dwelling unit. This requirement applies to single-family homes, units in a duplex, and all apartment units including studio and 1-bedroom units. The only exception to this requirement is that senior housing only requires one parking stall per unit.

- The MMM district on Concord Street North has different requirements than the other zoning districts:
 - Single family homes require at least 2 parking stalls.
 - Two-family homes require at least 3 parking stalls.
 - Three-family homes require at least 4 parking stalls.
 - Multifamily units in large residential buildings and mixed-use buildings require at least 1 parking stall if they are a studio or 1-bedroom unit. All other units require 2 parking stalls.

- In residential zoning districts, each unit in a townhome development is also required to provide an extra 1½ off-street parking stalls for guest parking. *This requirement may make sense in townhome developments with narrow private roads that have no on-street parking for guests. As written, however, the requirement also applies to townhome buildings constructed on normal public streets where ample on-street parking is available.*

Summary of Proposed Ordinance

The proposed ordinance would apply the current MMM minimum parking requirements to residential buildings and mixed-use buildings citywide. Staff believes this is the minimum that it would take to align the City Code with market conditions and reduce the need for every housing project to obtain a parking variance or PUD flexibility. The new default minimum parking requirements for residential dwelling units across the city would be:

- Single family homes require at least 2 parking stalls.
- Two-family homes require at least 3 parking stalls.
- Three-family homes require at least 4 parking stalls.
- Multifamily units in large residential buildings and mixed-use buildings require at least 1 parking stall if they are a studio or 1-bedroom unit. All other units require at least 2 parking stalls.

The proposed ordinance also includes some creative changes to the zoning code that could have a positive impact on economic development efforts and help support new development that matches SSP's traditional neighborhood character:

1. The requirement that townhome developments must provide an extra 1½ stalls of guest parking for each unit would be modified to only apply to townhome buildings that are on private roads where there is no on-street parking. The requirement would be set at 1 guest parking stall per unit.

2. The MMM district on Concord Street North is intended to be an innovation district that is very sensitive to market conditions and can adjust quickly if the market changes. The corridor has significant topographical challenges and has struggled with decades of disinvestment so the City has made a concerted effort to remove zoning barriers that could stand in the way of new investments. In keeping with the MMM zoning district's purpose and intent, Staff is proposing to have the parking requirement for dwelling units in that district be a flat "at least 1 parking stall is required for each dwelling unit."
3. Residents have made it clear that they want to see more retail and restaurant activity in SSP and would like to see the City encourage mixed-use residential developments that include a commercial component. It can be very difficult for mixed-use developments to pencil out, and it is often impossible to develop a functional floor plan for a mixed-use development if too much off-street parking is required. The extra parking eats up space within the first floor of the building that might otherwise be turned into first floor commercial space. Staff would propose adding two new rules to the City Code that would support mixed-use developments in areas that are within ¼ mile of a fixed transit line (Metro Transit Route 68 and Route 71) where it is possible to live comfortably without a car or with just one car per household:
 - a. The first four dwelling units in a mixed-use building would not require dedicated parking stalls if the ground floor contains a commercial space that is at least 50% of the footprint of the building or 5,000 square feet in size, whichever is less. Each additional unit beyond the first four units would require one dedicated parking stall per unit.

This is inspired by an approach that the City of Winona has taken to encourage the development of small mixed-use buildings where there is a retail store or restaurant on the ground floor with a few apartment units above it. These buildings greatly add to the architectural character of a mixed-use area and adding just a few rentable dwelling units can help a small infill project pencil out. Residents living in these buildings may not have a car, they may park on the street, they might park overnight in stalls that are used by a business during the day, or they may lease a space in a parking facility on a nearby property. There are already several small mixed-use buildings like this on Marie Avenue and Southview Boulevard which do not have dedicated on-site parking facilities.

- b. In the C-1 Retail Business district, residential buildings that are co-located on the same parcel as a commercial building would not require dedicated parking stalls for the first four units. One parking stall must be provided for each additional unit. The C-1 district zoning rules would be updated to establish a conditional use permit process for constructing a commercial building on a corner lot that already has a residential building

taking up part of the property, but this would be limited to Southview Boulevard.

Due to development decisions that were made in the late 1800's, the land along Southview Boulevard is laid out in a challenging way that makes it difficult to get the type of commercial-retail development that the City wants to see. Most of the platted lots are oriented towards the side streets instead of being oriented towards Southview Boulevard. The platted lots are 40-feet wide and 125-feet deep, but the long side is parallel to Southview. This means that only 40-foot-deep commercial buildings can be accommodated unless a developer acquires multiple lots and demolishes existing houses on the side streets to create a deeper parcel through lot combination.

For much of SSP's existence, people who owned corner lots with frontage on Southview Boulevard found a creative solution to realize the "highest and best use" of their property. Many people built a home at one end of the lot and then built a commercial building at the other end of the lot. This approach is part of what gives Southview Boulevard its unique architectural character and there are several examples of surviving buildings with this setup- Pounce and Fetch sits on the same lot as a fourplex, D & G Jamaican Restaurant (formerly Wellness Café) sits on the same lot as a single-family home, and The Coop restaurant sits on the same lot as a single-family home.

The City Code does not currently allow corner lots with C-1 zoning to have a commercial building and residential building co-located on the same parcel. The three properties that already have this setup are lawful nonconforming ("grandfathered") and cannot be expanded without variances or rebuilt if they burn down and lose their grandfather rights. Staff believes that there could be an opportunity here for creative economic development that could give Southview Boulevard a better street life with more storefronts. If the City Code were updated to allow co-location of buildings with a conditional use permit in the C-1 district, that would allow corner lot homeowners whose houses have C-1 Retail Business zoning to turn their yards into new commercial buildings that could house small businesses and make Southview Boulevard a more visually interesting streetscape. Currently, these homeowners must demolish their house if they want to add a commercial building to their C-1 zoned property and this makes it much more difficult, if not impossible, for small infill projects to pencil out.

Discussion

City Staff feels very strongly that the proposed ordinance will improve the City Code, benefit the local community, and help South St. Paul attract the type of investment that it wants to attract. The Planning Commission and City Council have already been using the variance and PUD process to attract investment using roughly the same standards that are now being proposed. The proposed ordinance will make it possible to develop the Hardman Triangle without every project needing a parking variance.

Staff wants to provide the City Council with some food for thought to emphasize how important this type of local zoning reform is to the long-term health of the community:

- There is substantial evidence that the private sector does a better job of right-sizing parking facilities than local government ever can. Local parking ordinances are usually only updated every few decades and therefore fail to account for development trends and changes in consumer behavior. Political disagreements and a lack of staff capacity often make it difficult to update these ordinances even when it is clear that the standards are out of date. Case in point, many cities still require retailers to build parking lots that can accommodate a Black Friday sales event that would have taken place in the 1990's before the rise of online shopping. Black Friday sales events are nowhere near as busy as they were 30 years ago, so a parking lot built with that size will be mostly empty even on Black Friday and is a waste of land.
- Developers are still free to build extra parking beyond what the code requires if they believe that is what they need for their project to be successful. They can take factors into account like topography and whether the development is in a walkable area or close to bike trails and transit lines. In cities that have taken a market-driven approach and reduced their City-mandated minimum parking requirements, many developers and business owners will still decide to build significantly more parking stalls than the new minimums require.
- Each parking stall that is added to a housing development increases the cost of the development (more land acquisition, more site preparation, higher construction costs, and ongoing maintenance costs). One recent national study found that each underground parking stall adds at least \$50,000 to the cost of an apartment project. These costs are passed on directly to tenants in the form of higher monthly rents. If a City requires every studio apartment to have two parking stalls, even if the second stall is almost never used, that is going to increase the monthly rent on every studio apartment without providing the tenant with a benefit.
- Many of the classic multifamily housing styles that are beloved in older communities because of their architectural character are almost impossible to build if more than one off-street parking stall is required for each unit. Most of the old brownstones, row houses, and classic small apartment buildings in SSP and throughout the metro have no more than one parking stall per unit because it is usually not possible to have this type of building design with a larger parking facility. If the parking facility gets too large, the project will no longer fit on a standard-sized parcel. Instead, a developer needs to acquire multiple parcels and can only make this work financially if they abandon their plans to build a small multifamily building and instead build a large multifamily building that no longer fits with the character of the neighborhood but does meet zoning requirements.

- Many US states have housing shortages, and a lot of blame is being placed on local governments for stifling housing development with expensive and project-killing zoning requirements such as 2-stall-per-unit minimum parking requirements. State legislatures across the country have recently begun punishing cities for this behavior by taking away local zoning authority and imposing new statewide zoning rules. This has happened in Republican-controlled states (i.e. Montana), Democrat-controlled states (i.e. California and Massachusetts), and states with a mix of politics (i.e. Maine and Oregon). In Minnesota, there was a bipartisan effort during the 2024 legislative session to limit local zoning authority and enact new statewide zoning rules. The Minnesota effort had the support of a large coalition of liberal and conservative political action groups, homebuilders, realtors, and environmentalists. One of the statewide zoning rules that the Minnesota State Legislature was considering in 2024 was a rule that municipalities cannot require more than 1 off-street parking stall for each housing unit. Local government leaders throughout Minnesota banded together to oppose the 2024 efforts to enact statewide zoning rules and argued that zoning reform should take place at the local level. The statewide zoning reform effort was temporarily defeated in 2024, but it will likely resurface in upcoming legislative sessions. It is important that South St. Paul and other communities implement local zoning reforms if there is truly a desire to fix zoning issues at the local level to avoid a heavy-handed intervention by the Minnesota State Legislature.

Planning Commission Public Hearing and Recommendation

The Planning Commission held a public hearing at their February 5th meeting. No members of the public attended the hearing or submitted comments. The Planning Commission recommended approval of the proposed ordinance with a unanimous 6-0 vote.

Recommended Action

Introduce ordinance for a first reading.

Links

1. Hardman Triangle Redevelopment Plan
(2020): <https://www.southstpaul.org/DocumentCenter/View/7618/Hardman-Triangle-Study>
2. Master Housing Assessment and Strategy (2020): <https://www.southstpaul.org/776/Master-Housing-Assessment-and-Strategy>
3. Council Packet with Staff Memo for 2022 Parking Ordinance
Update: https://www.southstpaul.org/AgendaCenter/ViewFile/Agenda/_02072022-1091

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Zoning Map
2. "Grandfathered" Traditional Small Multifamily Buildings with Parking Counts
3. Southview Blvd. Properties with Co-Located Commercial and Residential Buildings
4. Proposed Ordinance

City of South St Paul Zoning Map

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



ATTACHMENT 1 ZONING MAP

Zoning Designations

Residential		
R1 - Single Family	617.54	21.4%
R2 - Single and Two Family Residence District	795.46	27.5%
R3 - General Residence	31.88	1.1%
R4 - Multifamily Residential District	90.19	3.1%
Commercial		
C1 - Retail Business District	44.63	1.5%
GB - General Business District	145.71	5.0%
CGMU1 - Concord Gateway Mixed Use District 1	54.68	1.9%
CGMU2 - Concord Gateway Mixed Use District 2	11.09	.4%
MMM1 - Mixed Markets and Makers District 1	6.09	.2%
MMM2 - Mixed Markets and Makers District 2	27.54	1.0%
MMM3 - Mixed Markets and Makers District 3	6.39	.2%
MMM4 - Mixed Markets and Makers District 4	10.80	.4%
Industrial		
I - Industrial District	584.06	20.2%
I-1 - Light Industrial District	241.32	8.4%
Other		
NRDD - North Riverfront Development District	126.14	4.4%
MH - Mobile Home	3.43	.1%
RT- Rail Transportation District	91.28	3.2%
ROW - Right of Way		
WAT - Water		
MRCCA - Mississippi River Corridor Critical Area		
Airport Safety Zone A		
Airport Safety Zone B		
Airport Safety Zone C		
Primary Surface		
PUD - Planned Unit Development		
Shoreland District Overlay		

Acres	Percentage
617.54	21.4%
795.46	27.5%
31.88	1.1%
90.19	3.1%
44.63	1.5%
145.71	5.0%
54.68	1.9%
11.09	.4%
6.09	.2%
27.54	1.0%
6.39	.2%
10.80	.4%
584.06	20.2%
241.32	8.4%
126.14	4.4%
3.43	.1%
91.28	3.2%
Total	2888.21
	100%

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

MRCCA districts can be found on a separate PDF.

Print Date: Friday, January 17, 2025
Last Updated: September 8, 2023
Prepared by: South St Paul GIS

ATTACHMENT 2

“GRANDFATHERED” TRADITIONAL SMALL MULTIFAMILY BUILDINGS WITH PARKING COUNTS

Address: 814 Marie Avenue

Property Size: .17 acres (7,563 square feet)

Unit Count: 4

Parking spaces: 5



Address: 822 Marie Avenue

Property Size: .17 acres (7,563 square feet)

Unit Count: 5

Parking spaces: 5



Address: 826 Marie Avenue

Property Size: .17 acres (7,563 square feet)

Unit Count: 4

Parking spaces: 4

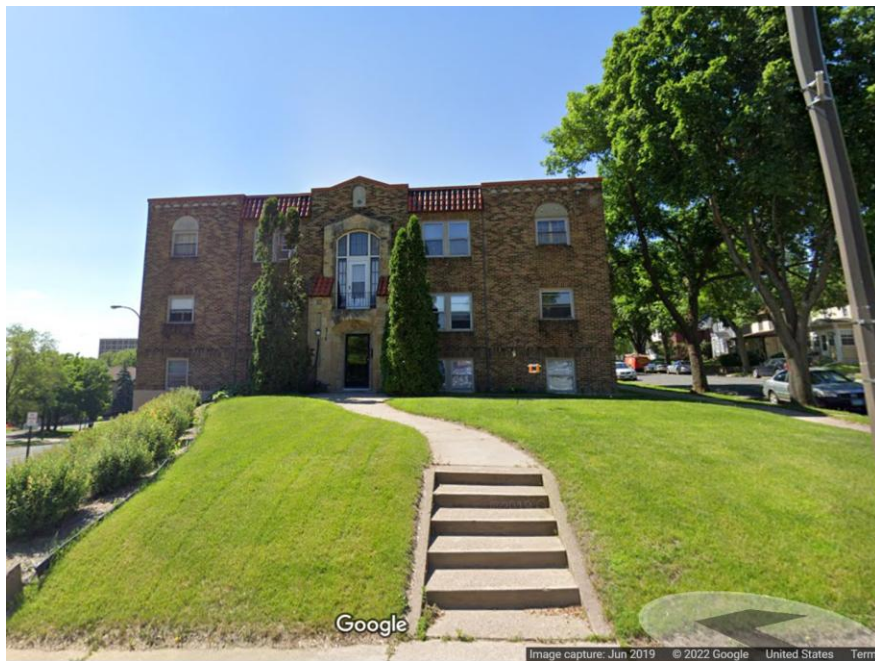


Address: 315 3rd Street north

Property Size: .29 acres (12,473 square feet)

Unit Count: 17

Parking spaces: Roughly 21. *The City does not have a floorplan for the underground parking garage but it is 60 feet wide by 74 feet deep and can accommodate 19 stalls at most. There are also two surface parking stalls at the property.*



Address: 1201 Marie Avenue

Property Size: .23 acres (9,917 square feet)

Unit Count: 11

Parking spaces: 9

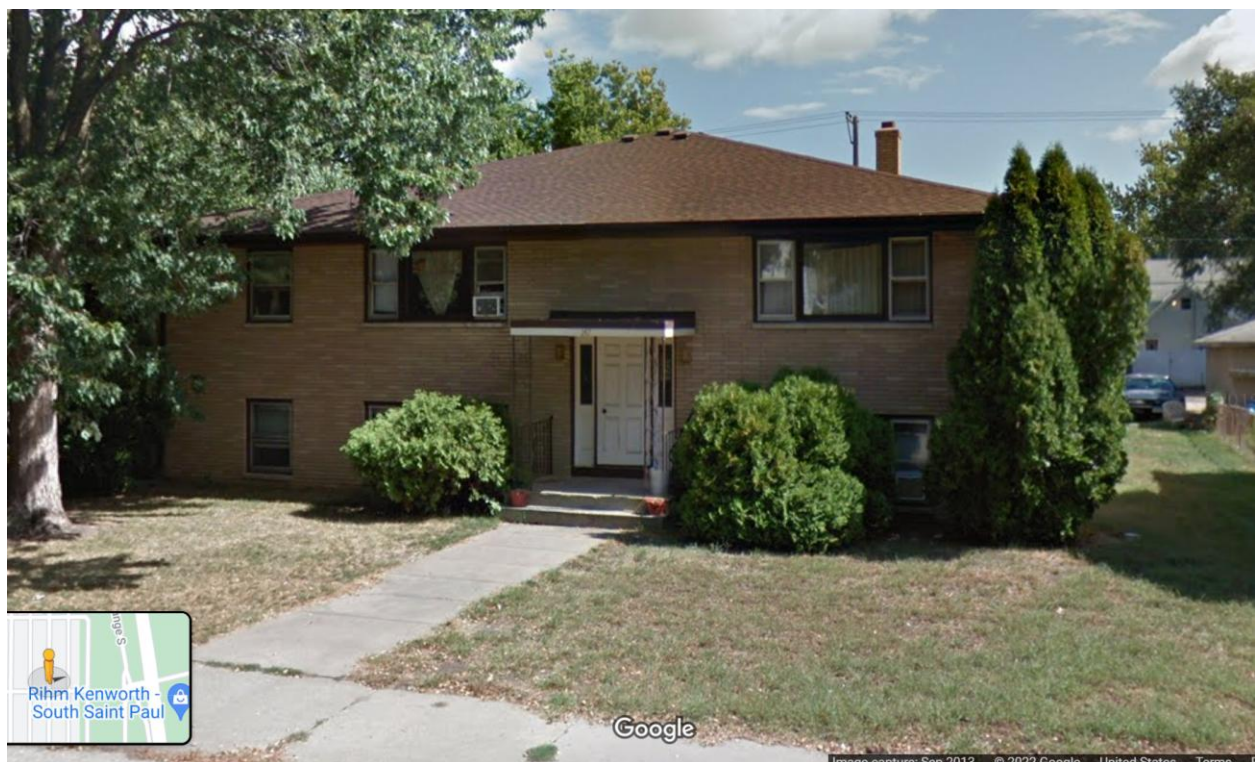


Address: 247 2nd Avenue South

Property Size: .23 acres (10,000 square feet)

Unit Count: 6

Parking spaces: 8



Address: 141 5th Avenue North

Property Size: .22 acres (9,599 square feet)

Unit Count: 10

Parking spaces: 5



ATTACHMENT 3

SOUTHVIEW BLVD. PROPERTIES WITH CO-LOCATED COMMERCIAL AND RESIDENTIAL BUILDINGS

“The Coop” at 157 3rd Avenue South

- 5,000 square foot (125' x 40' lot) with two buildings on it
 - Mixed-Use Building with a restaurant and 3 apartment units
 - Single-Family Home
- Owner also controls the adjacent lot which has a 4-car garage and a small parking lot on it.



“Pounce and Fetch” Adoption House at 512 Southview Boulevard

- 5,000 square foot (125' x 40' lot) with two buildings on it
 - Commercial building
 - Fourplex



D & G Jamaican Restaurant (Formerly Wellness Café) at 1025 Southview Boulevard

- Roughly 4,712 square foot lot (124' x 38' lot) with two buildings on it
 - Commercial building
 - Single-family home



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

Ordinance No. 14XX

**AN ORDINANCE AMENDMENT UPDATING THE ZONING CODE'S PARKING
REGULATIONS FOR RESIDENTIAL AND MIXED-USE PROPERTIES**

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

SECTION 1. 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:

- (16) Residential dwelling units in a building that contains a ground-floor nonresidential use, subject to the following standards:
 - a. For new buildings, at least 90 percent of any building façade facing a public street shall be Class I, Class II, or Class III materials as defined in section 118-9. In addition to the listed materials, finished wood siding and engineered wood siding may also be used. For additions onto existing buildings, the addition must be architecturally consistent with the existing building.
 - b. For new buildings, exterior building walls facing a public street shall not exceed 50 feet in length without including at least two of the following: change in plane, change in texture or masonry pattern, windows, or an equivalent element that subdivides the wall into human scale proportions. Additions onto existing buildings shall follow this requirement as much as is practical.
 - c. To be eligible for the conditional use permit, the property must be guided "mixed use" in the comprehensive plan.
 - d. No individual mixed-use building may contain more than 12 dwelling units. No mixed-use development shall be permitted to exceed the maximum density established in the comprehensive plan.
- (17) Body art establishment that offers body art procedures other than micropigmentation and cosmetic tattooing (defined and regulated by section 118-276).
- (18) A commercial or mixed-use building that is located a corner lot with frontage on Southview Boulevard and is on the same lot as an existing residential building, subject to the following standards:

- a. The commercial or mixed-use building must be oriented towards Southview Boulevard and shall have a maximum setback of 10 feet from the property line along Southview Boulevard.
- b. Each principal building on the lot shall have its own separate sewer and water utility connection.

(19) Lot Split of a commercial or mixed-use building that is located on a corner lot with frontage on Southview Boulevard and is on the same lot as a residential building, provided that each parcel has at least 30 feet of street frontage, each building has its own separate sewer and water utility connection, and all building code requirements are met.

SECTION 2. AMENDMENT. South St. Paul City Code Section 118-127 is hereby amended as follows:

Sec. 118-127. – MMM, Mixed Markets & Makers District.

(e) *Design and development standards.*

(10) *Parking.*

- d. The site design requirements for the parking facilities of single-family dwellings, two-family dwellings, and three-family dwellings in the MMM1 sub-district shall be the site design requirements that are in place for two-family dwellings in the R-2 district.

~~e. *Parking minimums, residential.*~~

- ~~1. *A minimum of two spaces is required for a single family dwelling.*~~
- ~~2. *A minimum of three spaces is required for a two family dwelling.*~~
- ~~3. *A minimum of four spaces is required for a three family dwelling.*~~

~~f. *Parking minimums, multi-family.* In multi-family buildings, one-bedroom and efficiency units shall provide at least one parking space per unit. All units with more than one bedroom shall provide at least two parking spaces. Dens, libraries, and other extra rooms within dwelling units that can be converted to a legal bedroom shall each count as one bedroom.~~

e. *Parking minimums, residential.* At least one parking space shall be provided for each dwelling unit. In a mixed-use building that includes a commercial space that occupies at least 50% of the ground floor level or 5,000 square feet, whichever is less, there shall be no minimum parking requirement for the first four dwelling units.

~~f-g~~. *Parking minimums, nonresidential uses.* See section 118-352.

~~g-h~~. All provisions of article vii of the zoning ordinance, which regulates off-street parking and loading, shall be in effect in the MMM districts unless explicitly stated otherwise in this section. In situations where there is a conflict between the MMM ordinance and article VII, the provisions of the MMM ordinance shall prevail.

~~h-i~~. *Screening on public street frontage.* Where parking fronts a public ROW it shall be screened with an edge planting, decorative fence, wall, or a combination of these elements to a minimum height of three feet. The maximum height of fences and walls is regulated by section 118-199. The screening shall also include one overstory tree per 30 feet, on center, of lot perimeter unless this requirement is waived or modified by the city engineer in situations where the parking setback area is not sufficiently wide to allow the planting of overstory trees without damaging adjacent infrastructure. The graphic below shows an example of screening that could be employed to satisfy this requirement.

SECTION 3. AMENDMENT. South St. Paul City Code Section 118-267 is hereby amended as follows:

Except in the case of planned unit developments, as provided for herein, not more than one principal building shall be located on a single lot unless a zoning provision explicitly allows for the co-location of multiple principal buildings on one lot by conditional use permit.

SECTION 4. AMENDMENT. South St. Paul City Code Section 118-267 is hereby amended as follows:

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

(j) *Townhouses.* Townhouse developments and twin houses ~~developments~~ consist of the placing of common wall residential dwelling units in compact groupings. Townhouse developments and twin houses ~~developments~~ shall be permitted in such residential districts as permit multiple dwellings of comparable size and number.

g. Each dwelling unit which contains two or more bedrooms shall be provided at least two off-street parking spaces, at least one of which shall be fully enclosed. Each dwelling unit that contains just one bedroom must provide at least one parking space which shall be fully enclosed. If a townhouse development is built with units that front private roads which are not wide enough to accommodate on-street parking for guests, each of these units shall be provided with at least one additional stall of off-street parking for guests. Each required guest parking stall shall be located within 100 feet of the applicable dwelling unit. ~~and an additional 1½ off-street parking spaces for guests. Guest parking shall be located within 100 feet of each dwelling unit.~~

SECTION 5. 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.

- (1) *Minimum distance from building.* In any zoning district other than for one-family, ~~and~~ two-family, ~~and three-family~~ homes, no parking space shall be closer than five feet to any building, except for garage parking.

SECTION 6. AMENDMENT. South St. Paul City Code Section 118-354, and 118-355 are hereby amended as follows:

Sec. 118-354. Off-street parking spaces required.

Under section 118-352, some land uses in certain zoning districts do not have a set parking requirement and certain other land uses may secure a modified parking requirement with the approval of the city council. Unless a land use is granted a modified parking requirement under section 118-352, the default off-street parking spaces required by various land uses shall be as follows:

- (1) ~~Single-family, two-family, and three-family dwellings: One family and two family residences: Two spaces per dwelling unit.~~
 - ~~a. A minimum of two spaces is required for a single-family dwelling.~~
 - ~~b. A minimum of three spaces is required for a two-family dwelling.~~
 - ~~c. A minimum of four spaces is required for a three-family dwelling.~~
- (2) ~~Multiple dwellings: Two spaces per dwelling unit. Multifamily buildings with four or more dwelling units, townhouse developments, and residential dwelling units that are part of a mixed-use development:~~
 - ~~a. One-bedroom and efficiency units shall provide at least one parking space.~~
 - ~~b. All units with more than one bedroom shall provide at least two parking spaces.~~
 - ~~c. The following exceptions to these requirements shall be provided for properties with commercial or mixed-use zoning that are within ¼ mile of a stop on a fixed-route transit line, measured from the transit stop to the nearest property line of the parcel:~~
 - ~~(1) Mixed-use buildings that include a commercial space which occupies at least 50% of the ground floor level or 5,000 square feet, whichever is less. There shall be no minimum parking requirement for the first four dwelling units. At least one parking stall shall be provided for each additional dwelling unit.~~
 - ~~(2) Residential buildings that are co-located on a parcel that also contains a commercial or mixed-use building in the C-1 Retail Business zoning district. There shall be no minimum parking requirement for the first four dwelling units that are~~

located on these parcels. At least one parking stall shall be provided for each additional dwelling unit.

SECTION 7. 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 modifies parking requirements for residential buildings and residential dwelling units within mixed-use buildings. It also establishes a conditional use permit process for co-locating a commercial building with a residential building in the C-1 Retail Business zoning district.

SECTION 8. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Deanna Werner, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: February 18, 2025
DEPARTMENT: City Attorney
PREPARED BY: Kori Land
AGENDA ITEM NUMBER: 11.C.

MEETING TYPE

Regular Meeting

AGENDA ITEM

City Administrator Performance Review and Employment Agreement.

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

1. Provide Summary of City Administrator Review
2. Approve Employment Agreement Second Amendment
3. Approve Resolution for Performance Pay

CITY ATTORNEY RECOMMENDATION

1. Provide Summary of City Administrator Review
2. Approve Employment Agreement Second Amendment and Resolution for Performance Pay

OVERVIEW

A subcommittee of the Council made up of Mayor Francis and Councilmembers Seaberg and Thompson met and discussed the performance of City Administrator Garcia for calendar year 2024. Mayor Francis will summarize the findings on the record during this meeting.

In addition to Mr. Garcia's performance review, the subcommittee engaged in negotiations with Mr. Garcia regarding his employment agreement. The following modifications were agreed to by all parties and are recommended for adoption by the Council:

1. Increase Garcia's Base Salary, implemented in two step increases; the first increase to be effective retroactively to January 1, 2025 (base salary increased to \$198,034.00) and the second increase to be effective on July 1, 2025, at which time his salary shall be \$204,625.00.
2. Add mutual indemnification language to the Employment Agreement.
3. Approve Performance Pay as additional compensation (not included in base salary) in the amount of 5% of the 2024 base salary (\$9,250).

SOURCE OF FUNDS

General Fund Budget - Administration Department

ATTACHMENTS

1. Second Amendment to Garcia Employment Agreement
2. Resolution for performance pay 2024

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
CITY OF SOUTH ST. PAUL AND RYAN GARCIA**

THIS SECOND AMENDMENT (“Second Amendment”) entered into this _____ day of _____, 2025, by and between the City of South St. Paul, Minnesota (“City”) and Ryan Garcia (“Garcia”).

WHEREAS, the City entered into an Employment Agreement with Garcia on May 16, 2022 (“Original Employment Agreement”) and a First Amendment to Employment Agreement Between City of South St. Paul and Ryan Garcia on August 7, 2023 (“First Amendment”) (collectively, the “Original Employment Agreement” and “First Amendment” shall be referred to as “Agreement”); and

WHEREAS, the South St. Paul City Council has conducted the annual performance review of Garcia and both parties have agreed to make the following modifications to the Agreement:

1. Increase Garcia’s Base Salary, implemented in two step increases; the first increase to be effective retroactively to January 1, 2025 and the second increase to be effective on July 5, 2025.
2. Add mutual indemnification language.

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

1. The entire Agreement is hereby incorporated into the Second Amendment, except as modified below.
2. Section 2 of the Agreement shall be removed and replaced in its entirety as follows:

2. SALARY AND COMPENSATION.

A. **BASE SALARY.** Retroactive to January 1, 2025, Garcia’s base salary shall be \$198,034.00. Effective July 5, 2025, Garcia’s base salary shall be \$204,625.00. The City shall calculate the salary owed for the difference between the salary paid to date and the new base salary. The difference shall be included with Garcia’s next regular payroll payment following approval of this Second Amendment. Base salary shall be paid in installments over 26 pay periods during a calendar year. City and Garcia agree that an annual performance review will be conducted, following which, Garcia shall be entitled to an annual COLA salary adjustment in the same amount approved for the members of the Supervisory Association. Any additional salary adjustments shall be determined at the sole discretion of the City Council following the successful completion of a performance evaluation.

B. **PERFORMANCE PAY.** In addition to the annual base salary amount specified in Section 2 A, there shall be a performance pay option that can provide Garcia with additional compensation through separate consideration and approval by the City Council. The performance payment can be in any amount but shall not exceed ten percent (10%) of Garcia's base salary. The payment is for the purpose of recognizing performance that includes efforts or produces specific results that demonstrably exceed expectations. The process for determining and awarding this performance payment shall be at the sole discretion of the City Council following the successful completion of a performance evaluation. The Performance Pay shall not be added to the Base Salary but shall be considered as an independent payment.

3. A new Section 18 of the Agreement is hereby added as follows:

18. MUTUAL INDEMNIFICATION. Garcia and City each agree to indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Garcia and City, they shall be borne by each party in proportion to its own negligence.

4. Except as provided for above, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the day and year first written below.

[remainder of page intentionally blank]

RYAN GARCIA

Ryan Garcia

CITY OF SOUTH ST. PAUL

Mayor James P. Francis

City Clerk Deanna Werner

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

RESOLUTION NO 2025-021.

**RESOLUTION AUTHORIZING PERFORMANCE PAY FOR
CITY ADMINISTRATOR FOR 2024**

WHEREAS, the City entered into an Employment Agreement with Garcia on May 16, 2022 (“Original Employment Agreement”) and a First Amendment to Employment Agreement Between City of South St. Paul and Ryan Garcia on August 7, 2023 (“First Amendment”) (collectively, the “Original Employment Agreement” and “First Amendment” shall be referred to as “Agreement”); and

WHEREAS, pursuant to Section 2.B of the Agreement, in addition to base salary, the Council is authorized to approve a performance payment for exceptional accomplishments; and

WHEREAS, the City Council has conducted the annual performance review of Garcia and due to the accomplishments of Garcia throughout 2024 that demonstrably exceeded expectations, the City Council has authorized a performance payment of 5% of Garcia’s 2024 base salary, which amount totals \$9,250.00; and

WHEREAS, the performance pay shall not be added to the base salary but is considered an independent payment.

NOW, THEREFORE, BE IT RESOLVED that the City Council acknowledges and agrees that Garcia shall receive a lump sum performance payment in the amount of \$9,250.00 for his accomplishments in 2024.

Adopted this 18th day of February 2025.

City Clerk