



CITY OF SOUTH ST. PAUL MEETING AGENDA

CITY COUNCIL

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

Monday, August 3, 2026
7:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

- A. South St Paul Farmers' Market
- B. South St. Paul Armour Gate Task Force Update
- C. Election Update - August 11th, 2026 Primary

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, July 20, 2026 Special Meeting, July 20, 2026 Council Meeting, July 27, 2026 Special Meeting, July 27, 2026 Work Session
- B. Accounts Payable
- C. Business Licenses
- D. Water Tower Lease Amendment – T-Mobile at 4th Street
- E. 2026 Lead Service Line Replacement Project – Change Order No. 1

- F. Approve Proposal with AE2S for Final Design Services for the Well No. 4 Water Treatment Plant
- G. Approval of a Lease Agreement (130 - 134 Hardman Avenue North)
- H. Charitable Gambling Premises Permit - Spartan End Zone
- I. Authorize Application for Special Appropriation from the Minnesota Department of Employment and Economic Development
- J. Accept Bids and Award Contract - Soil Surcharge Project (SSP Public Works)

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

- A. ADA Reasonable Accommodation Request- Privacy Fence at 400 12th Avenue North

11. GENERAL BUSINESS

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

DATE:

August 3, 2026

DEPARTMENT:

Community Affairs

PREPARED BY:

Deb Griffith

AGENDA ITEM NUMBER:

5.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

South St Paul Farmers' Market

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

No action needed.

OVERVIEW

Members of the South St. Paul Farmers' Market will give an update on the market.

SOURCE OF FUNDS

N/A

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: August 3, 2026
DEPARTMENT: Community Affairs
PREPARED BY: Deb Griffith
AGENDA ITEM NUMBER: 5.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

South St. Paul Armour Gate Task Force Update

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

No action needed.

OVERVIEW

The South St. Paul Armour Gate Memorial Task Force has been meeting since February of 2026. An update will be given as to the progress and how the community can continue to be involved.

SOURCE OF FUNDS

N/A

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: August 3, 2026
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 5.C.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Election Update - August 11th, 2026 Primary

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

None

OVERVIEW

A brief update to voters regarding changes to polling locations, where to find information about voting locations, and outline some of the flexible participation methods designed to accommodate diverse schedules and needs for the upcoming August 11th Primary.

SOURCE OF FUNDS

N/A

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: August 3, 2026
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

City Council Meeting Minutes, July 20, 2026 Special Meeting, July 20, 2026 Council Meeting, July 27, 2026 Special Meeting, July 27, 2026 Work Session

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

Approval of meeting minutes for the City Council Meetings held on July 20, 2026, Special Meeting, July 20, 2026 Council Meeting, July 27, 2026 Special Meeting, July 27, 2026 Work Session

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 07-20-2026 Special Minutes
2. 07-20-2026 Council Minutes
3. 07-27-2026 Special Council Minutes
4. 07-27-2026 WS Minutes RG



SOUTH ST. PAUL CITY COUNCIL MINUTES OF JULY 20, 2026

1. CALL TO ORDER

Mayor Jimmy Francis called the Special Meeting of the City Council to order at 6:30 PM on Monday, July 20th, 2026.

2. ROLL CALL

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

Absent: Pam Bakken

Staff Present: Ryan Garcia, City Administrator, Kori Land, City Attorney

3. CLOSED SESSION

Moved by: Matt Thompson / Todd Podgorski

Moved: To Closed the meeting pursuant to Minnesota Statutes § 13D.05, Subd. 3(b) for a confidential attorney-client discussion regarding active litigation in the matter of DRS Investment VI LLC v. City of South St. Paul, City of South St. Paul Economic Development Authority, and Grand Hill Owner's Association, Inc. - No Attachment

Vote: 6 ayes / 0 nays, motion Passed

Moved by: Lori Hansen / Joe Kaliszewski

Moved: To Re-open the meeting at 6:41 PM

Vote: 6 ayes / 0 nays, motion Passed

4. APPROVAL OF AGENDA

Moved by: Tom Seaberg / Joe Kaliszewski

Moved: To Approve the Agenda

Vote: 6 ayes / 0 nays, motion Passed

5. ADJOURNMENT

Moved by: Matt Thompson / Lori Hansen

Moved: To Adjourn

Vote: 6 ayes / 0 nays, motion Passed

The meeting was adjourned at 6:42 PM.

/s/: Deanna Werner
City Clerk



SOUTH ST. PAUL CITY COUNCIL

MINUTES OF JULY 20, 2026

1. CALL TO ORDER

Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on Monday, July 20th, 2026.

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, Kory Land, City Attorney, Deanna Werner, City Clerk, Brian Wicke, Chief of Police, Michael Healy, City Planner and Deb Griffith, Community Affairs

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

A. Mizpah Lodge #191 Check Presentation for Fill the Backpack Campaign

B. First Presbyterian Church Clothing Swap

C. South St. Paul Fill the Backpack Campaign

6. CITIZEN'S COMMENTS

Comments are limited to 3 minutes in length.

- Phillip Lundquist
- Maggie Murphy

7. APPROVAL OF AGENDA

Moved by: Tom Seaberg / Matt Thompson

Moved: To Approve the Agenda as presented.

Vote: 7 ayes / 0 nays, motion Passed

8. CONSENT AGENDA

All items listed on the Consent Agenda are items, which are considered routine 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 the July, 6, 2026 Regular Meeting and the July 13, 2026 Special Meeting
- B. Accounts Payable
- C. Business Licenses
- D. Acceptance of Gift Donations
- E. Accept Letter of Resignation
- F. Approve Resolution 2026-086, Accepting the Year Ended December 31, 2025 Audited Financial Report
- G. Authorize Application for a Special Appropriation from the Minnesota Department of Employment and Economic Development
- H. Sale of Property to Karl Bohn

Moved by: Joe Kaliszewski / Pam Bakken

Moved: To Approve Consent Agenda as presented.

Vote: 7 ayes / 0 nays, motion Passed

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

- A. Camber Hill Townhomes Renovation Project Development Application

Moved by: Tom Seaberg / Pam Bakken

Moved: To Approve Camber Hill Townhomes Renovation Project Development Application

Vote: 7 ayes / 0 nays, motion Passed

11. GENERAL BUSINESS

12. MAYOR AND COUNCIL COMMUNICATIONS

13. CLOSED SESSION

- A. Closed session pursuant to Minn. Stat. 13D.05 subd. 3(c)(3) to develop or consider offers or counteroffers for the purchase of real property located at 130-134 Hardman Ave. North (No Attachment)

Moved by: Tom Seaberg / Pam Bakken

Moved: To Close the meeting pursuant to Minn. Stat. 13D.05 subd. 3(c)(3) to develop or consider offers or counteroffers for the purchase of real property located at 130-134 Hardman Ave. North (No Attachment)

Vote: 7 ayes / 0 nays, motion Passed

Moved by: Lori Hansen / Joe Kaliszewski

Moved: To re-open the meeting

Vote: 7 ayes / 0 nays, motion Passed

14. ADJOURNMENT

Moved by: Lori Hansen / Joe Kaliszewski

Moved: To Adjourn

Vote: 7 ayes / 0 nays, motion Passed

A handwritten signature in black ink that reads "Deanna Werner". The signature is written in a cursive style and is positioned above a horizontal line.

/s/: Deanna Werner
City Clerk



SOUTH ST. PAUL CITY COUNCIL MINUTES OF JULY 27, 2026

1. CALL TO ORDER

Mayor Jimmy Francis called the Special Meeting of the City Council to order at 6:45 PM on Monday, July 27, 2026.

2. ROLL CALL

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

Absent: Matt Thompson

Staff Present: Ryan Garcia, City Administrator

3. APPROVAL OF AGENDA

Moved by: Tom Seaberg / Lori Hansen
Moved: To approve Agenda as presented.
Vote: 6 ayes / 0 nays, motion Passed

4. GENERAL BUSINESS

- A. Approve a Purchase Agreement for the Acquisition of Real Property Located at 130 - 134 Hardman Avenue North to Support the Implementation of the Hardman Triangle Redevelopment Master Plan

Moved by: Pam Bakken / Joe Kaliszewski
Moved: To Approve a Purchase Agreement for the Acquisition of Real Property Located at 130 - 134 Hardman Avenue North to Support the Implementation of the Hardman Triangle Redevelopment Master Plan
Vote: 6 ayes / 0 nays, motion Passed

5. ADJOURNMENT

Moved by: Tom Seaberg / Pam Bakken
Moved: To Adjourn
Vote: 6 ayes / 0 nays, motion
The meeting was adjourned at 7:01 PM.

Deanna Werner

/s/: Deanna Werner
City Clerk

South St. Paul City Council Work Session

Session Notes for July 27, 2026

1. CALL TO ORDER

Mayor Francis called the City Council Work Session to order at 7:01 PM on July 27, 2026

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

Council Members Present: Mayor Jimmy Francis and Council Members Lori Hansen, Tom Seaberg, Todd Podgorski, Pam Bakken, Joe Kaliszewski.

Council Member Matthew Thompson was absent.

Staff Present: Ryan Garcia, City Administrator, Brian Wicke, Police Chief, Kelsey Gelhar, City Engineer, Michael Healy, Planning Manager.

2. DISCUSSION ITEMS

A. Historical Markers Preservation Initiative

Mr. Garcia introduced Mark Westpfahl, a local resident and educator that recently offered to undertake an effort to clean and refurbish signage located within Lawshe Park. Mr. Westpfahl gave a presentation on the proposed scope of the project and an overview of the cleaning and preservation methods he would propose, which he suggests are limited to thorough cleaning and repainting of signs. Mr. Westpfahl stressed that he is not proposing any kind of structural refurbishment although those needs are also apparent in some cases. Mr. Garcia shared that if Council was supportive of the initiative, then Staff and the City Attorney would present a formal agreement at a future business meeting that would address matters such as scope of work, liability and indemnification, and material selection, approval and costs. Council discussed whether such a project should be referred to a “task force” rather than structured as a formal agreement, however the consensus was to support the proposed approach with a specific agreement and scope facilitated through City Staff.

B. SMFD Update – Chief Nelson

Chief Nelson made a presentation summarizing the South Metro Fire Department’s 2027 Budget and EMS Levy, as submitted by a motion of the SMFD Board at their July meeting. Council discussed the SMFD’s proposal to establish a clear policy as it relates to maximizing the EMS Levy in accordance with State Statute, and acknowledged a sensitivity to the impacts of increasing fire and EMS costs on other elements of the City’s budget.

Chief Nelson also provided an informational update on the City of West St. Paul’s ongoing facility needs study, which includes a closer look at the needs for SMFD Station 1 (in West St. Paul). Chief Nelson shared data to analyze different station location scenarios and acknowledged the likely preference to retain two stations.

C. PFAS Mitigation Update

Ms. Gelhar shared an update related to the City's ongoing PFAS Mitigation efforts. Ms. Gelhar shared that the City had received proposals for the 100% grant-funded design project related to the Well #4 Treatment Plant. Ms. Gelhar also discussed the due diligence analysis and discussions that have taken place to explore connection to the Saint Paul Regional Water Services (SPRWS) system. As preliminary due diligence revealed likely increases in base water rates even in a virtually "no-cost" capital improvement scenario, compounded by six-figure costs simply to study the feasibility of connection that would not be reimbursable through the City's current grant funding for PFAS mitigation, Council did not signal support for further exploration of connection to SPRWS. Ms. Gelhar noted

D. Discussion on Potential Updates to the 2016 Household Size Ordinance

Mr. Healy reviewed the City's existing ordinances which limit the number of unrelated adults in a residence to no more than 3, sharing that this ordinance has practical enforcement barriers and wondering whether the number should be revisited. Mr. Healy shared that South St. Paul is one of only a few communities with a number this low, whereas a majority of communities that have a limit at all permit somewhere between 4 and 6 unrelated adults. Discussion was robust, with general agreement that there is no "perfect number". Staff relayed that there was no expectation to emerge from the Worksession with a solution and that the matter would be brought forward for future worksession discussion along with additional analysis and information.

3. COUNCIL COMMENTS & QUESTIONS

Councilmember Hansen requested an update related to the City's Communications strategies. Councilmember Bakken asked to review a list of sites for the "Blooming Parks" program.

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 9:20 PM.

Respectfully submitted,
/s/: Ryan Garcia
City Administrator



CITY COUNCIL AGENDA REPORT

DATE: August 3, 2026
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 2026-094 approving accounts payable.

OVERVIEW

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

Detailed check registers are available upon request from the Finance office.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 08-03-26 Accounts Payable Resolution
2. 08-03-26 Accounts Payable Summary Check Register
3. 08-03-26 Accounts Payable Detail Check Register

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-094

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:

157843-157970	\$ 2,294,994.98
2026237-2026254	283,101.12
801403-801411	<u>255,031.47</u>

Total	\$ 2,833,127.57
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Adopted this 3rd day of August, 2026.

Deanna Werner, City Clerk

Note: Payment amount may not reflect the actual amount due to data sequencing and/or data selection.

Council Check Summary

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<u>Company</u>	<u>Amount</u>
00101 GENERAL FUND	755,101.14
00211 GRANTS/DONATIONS GEN GVMT	67.62
00212 GRANTS/DONATIONS POLICE	2,802.55
00215 GRANTS/DONATIONS PARK AND REC	2,880.55
00243 DOUG WOOG ARENA	18,686.48
00245 AIRPORT FUND	42,240.76
00260 HOUSING GENERAL	1,031.50
00280 ECON DEV GENERAL	1,082.56
00289 SPECIAL-GRANTS	92,786.38
00298 HOUSING REINVESTMENT	15,017.83
00318 2012 GO LOCAL IMP BONDS	475.00
00321 2015B GO PARK BONDS	475.00
00323 2017B GO BONDS	475.00
00402 CAPITAL PROGRAMS FUND	62,928.75
00404 AIRPORT CAPITAL FUND	8,373.41
00407 EQUIPMENT ACQUISITION F	24,564.89
00415 NEW PUBLIC WORKS FACILITY	4,061.25
00440 2024 LOCAL IMPROVEMENTS	836,368.40
00441 2025 LOCAL IMPROVEMENTS	2,147.50
00442 2026 LOCAL IMPROVEMNTS	3,895.00
00491 STOCKYARDS TIF	196,506.03
00493 GRAND AVE GATEWAY TIF	305,539.42
00600 UTILITY ADMINISTRATION	22,307.75
00605 WATER UTILITY	47,407.14
00606 SEWER UTILITY	313,659.15
00610 STORM WATER UTILITY	823.25
00677 NAN MCKAY APT BLDG	29,215.98
00678 JOHN CARROLL APT BLDG	20,168.81
00703 CENTRAL GARAGE FUND	20,039.37
00709 SELF-INSURED DENTAL	678.76
00805 EMPLOYEE HEALTH REIMBUR	1,320.34
Report Totals	2,833,127.57



CITY COUNCIL AGENDA REPORT

DATE: August 3, 2026
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. 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>
15570	Rongitsch Brothers Properties	00016977	Rental Housing	A	07/22/2026	05/31/2027	1649-1651 Concord St N		08/03/2026
15790	JCJU Holdings	00017283	Rental Housing	A	03/16/2026	05/31/2027	118 Dale St W		08/03/2026
12336	Mark & Annie Strange	00016553	Rental Housing	A	04/27/2026	05/31/2027	221 Grand Ave W 102		08/03/2026
15846	Curbside Waste	00017357	Solicitor (Individual)	P	07/16/2026	05/31/2027		Curbside Waste - Individual Valentin Van Beruden	08/03/2026
15847	Curbside Waste	00017358	Solicitor (Individual)	P	07/16/2026	05/31/2027		Curbside Waste Individual - Zakary Johnson	08/03/2026
15848	Curbside Waste	00017359	Solicitor (Individual)	A	07/16/2026	05/31/2027		Individual - Ethan Meyer	08/03/2026
15849	Curbside Waste	00017360	Solicitor (Individual)	A	07/16/2026	05/31/2027		Curbside Waste - Individual German Shecheglovitov	08/03/2026
15850	Curbside Waste	00017361	Solicitor (Individual)	A	07/20/2026	05/31/2027		Individual App - Kidd Lacey	08/03/2026
15851	Curbside Waste	00017362	Solicitor (Individual)	A	07/20/2026	05/31/2027		Individual - Carlos Billingslea	08/03/2026
15852	Curbside Waste	00017363	Solicitor (Individual)	A	07/20/2026	05/31/2027		Individual - Christian Morgan	08/03/2026
15853	Curbside Waste	00017364	Solicitor (Individual)	A	07/20/2026	05/31/2027		Individual - Daniel Duarte	08/03/2026
15854	Curbside Waste	00017365	Solicitor (Individual)	A	07/20/2026	05/31/2027		Individual - Elijah Strong	08/03/2026



CITY COUNCIL AGENDA REPORT

DATE: August 3, 2026
DEPARTMENT: Engineering
PREPARED BY: Kelsey Gelhar
AGENDA ITEM NUMBER: 8.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Water Tower Lease Amendment – T-Mobile at 4th Street

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve the First Amendment to the Water Tower Antenna Lease Agreement with T-Mobile at the 4th Street Water Tower Site.

OVERVIEW

The City and T-Mobile entered into a 30-year Water Tower Antenna Lease Agreement dated June 2, 2025.

T-Mobile recently acquired US Cellular and has been evaluating their sites for redundancies, costs, and coverage needs. The site at the 4th Street Water Tower overlaps with other nearby infrastructure in their system and is no longer needed for coverage purposes. However, T-Mobile wishes to continue to rent space and keep equipment at the site for possible future needs. We have been able to negotiate an amendment that will extend the original lease term with a modification to the annual escalator. They currently pay rent in the amount of \$46,441 with a 5% annual escalator.

Amended Terms and Conditions:

- Term: There is a 5-year Initial Lease Term with five optional renewals = 30 years. (The Initial term will begin on 1/1/2027 and, if all extensions are realized, it will expire on 12/31/2056).
- Rent: Rent starts at \$50,000 annually and shall be increased by twenty percent (20%) with each 5-year term.

The amendment to the Lease Agreement is before you for your consideration.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. First Amendment_A1Q0506A

**FIRST AMENDMENT TO THE ANTENNA SITE LEASE AGREEMENT
WITH T-MOBILE AT 1755 4TH STREET SOUTH
SOUTH ST. PAUL, MINNESOTA**

THIS FIRST AMENDMENT TO THE ANTENNA SITE LEASE AGREEMENT (“First Amendment”) is effective this 1st day of January, 2027 (the “Effective Date”), by and between the City of South St. Paul, Minnesota, a Minnesota municipal corporation, (“Landlord”) and T-Mobile Central LLC, a Delaware limited liability company (“Tenant”).

WHEREAS, Landlord and Tenant are parties to a 30-year Site Lease Agreement dated June 2, 2025 (the “Current Lease”); and

WHEREAS, Tenant has recently undergone certain mergers and acquisitions which have caused it to reevaluate its existing facilities in the City of South St. Paul as well as the neighboring communities in an effort to avoid an overlap of services; and

WHEREAS, Tenant approached the Landlord with a proposed modification of terms in order to avoid termination of its Current Lease; and

WHEREAS, Landlord is amenable to modifying the Current Lease pursuant to the terms herein; and

WHEREAS, Landlord and Tenant hereby express their mutual desire and intent to continue the terms and conditions of the Current Lease through December 31, 2026 and amend the Current Lease pursuant to the terms and conditions in this First Amendment with an effective date of January 1, 2027.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, receipt of which is acknowledged, Landlord and Tenant agree as follows:

1. The entire Current Lease is hereby incorporated into this First Amendment, except as modified below.
2. Section 2(a) of the Current Lease is hereby removed and replaced in its entirety as follows:

2. RENT AND PAYMENT OF COSTS.

(a) Initial Rent Amount, Adjustments. As consideration for this Lease, Tenant shall pay Landlord annual rent in the amount of Fifty-Thousand and 00/100 Dollars (\$50,000.00) on January 1, 2027. Beginning January 1, 2032 and in January of every Renewal Term thereafter, Rent shall be increased automatically and without notice by twenty percent (20%).

3. Section 3 of the Current Lease is hereby removed and replaced in its entirety as follows:
 3. TERM AND RENEWAL. The initial term of this Lease shall be effective January 1, 2027 (the “Effective Date”) and shall end on December 31, 2031 (the “Initial Term”). Subject to the terms and conditions of this Lease, Tenant shall have the right to renew this Lease for five (5) additional five (5) year renewal periods (each a “Renewal Term” and collectively the “Renewal Terms”) commencing on January 1, 2032, or on any subsequent Renewal Term. This Lease shall be automatically renewed for each successive Renewal Term upon the same terms and conditions unless Tenant sends written notice of non-renewal to Landlord no later than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, such notice to be provided in accordance with Section 27 of this Lease. The final Renewal Term shall expire on December 31, 2056.
4. Except as provided above, the terms and provisions of the Current Lease shall remain in full force and effect.
5. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.
6. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise, or of the maximum liability limits provided by Minnesota Statutes, Chapter 466.
7. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
8. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on the date and year as of the Effective Date above.

LANDLORD

City of South St. Paul, a Minnesota Municipal corporation

By: _____
James P. Francis
Mayor

By: _____
Deanna Werner
City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

On this ____ day of _____, 2026, before me a Notary Public within and for said County, personally appeared James P. Francis and Deanna Werner to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of South St. Paul, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

TENANT

T-Mobile Central LLC, a Delaware limited liability company

By _____
Name _____
Its _____



STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2026, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of T-Mobile Central LLC, a Delaware limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

Notary Public



CITY COUNCIL AGENDA REPORT

DATE: August 3, 2026
DEPARTMENT: Engineering
PREPARED BY: Kelsey Gelhar
AGENDA ITEM NUMBER: 8.E.

MEETING TYPE

Regular Meeting

AGENDA ITEM

2026 Lead Service Line Replacement Project – Change Order No. 1

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve Change Order No. 1 in the amount of \$13,875.70.

OVERVIEW

On May 4, 2026, the City Council awarded the bid for the 2026 Lead Service Line Replacement Project to Bituminous Roadways, Inc. in the amount of \$2,661,599.00. Change Order No. 1 includes additional costs for the time and materials for exploratory work at four sites with all copper services and one other site where the service could not be traced or located. The four copper sites were marked as lead on city utility records and no lead was found during excavation. While excavating for the untraceable service line, Bituminous Roadways, Inc. hit another untraceable, unmarked service line and needed to repair that service. Change Order No. 1 reflects the costs for time and materials of unforeseen work necessary to complete the 2026 Lead Service Line Replacement Project.

The change to the contract amount for Change Order No. 1 is an additional \$13,875.70. If approved, the new contract amount would be \$2,675,474.70.

Staff recommends the City Council consider approving Change Order No. 1.

SOURCE OF FUNDS

The project will be funded through the Water Utility Fund with reimbursement from the State's Drinking Water Revolving Fund.

ATTACHMENTS

1. 2026 LSLR - Change Order 1



Building a Better World
for All of Us®

CHANGE ORDER

City of South St Paul

OWNER

2025-04

OWNER'S PROJECT NO.

2026 Lead Service Line Replacements

PROJECT DESCRIPTION

7/29/2026

DATE

1

CHANGE ORDER NO.

SSTPA 186425 71.50

SEH FILE NO.

The following changes shall be made to the contract documents:

Description:

ITEM #1

Time and Materials for Service Exploration at Site 270, Site 263, Site 252, and Site 42.- \$6,720.00

Unmarked Water Line Impacted and Repaired - \$7,155.70

Purpose of Change Order:

ITEM #1: Time and materials reimbursement for service exploration at sites mentioned above for work outside of the bid item for potholing services. Unmarked water line wasn't properly located and found to be in an unexpected location, which was subsequently repaired by the Contractor during LSLR work.

Basis of Cost: ☒ Actual ☐ Estimated

Attachments (list supporting documents)

Contract Status

Original Contract

Net Change Prior C.O.'s 0 to 0

Change this C.O.

Revised Contract

Time

Cost

\$2,661,599.00

\$0.00

-

\$13,875.70

7/29/26

\$2,675,474.70

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

Brian Hare, PE

Agreed to by Contractor:

Approved for Owner:

BY Paul Hildestad - Bluminous Roadways

BY Kelsey Gelhar - City of South St Paul

Project Manager

City Engineer

TITLE

TITLE

Distribution

Contractor 2

Owner 1

Project Representative 1

SEH Office 1

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



CITY COUNCIL AGENDA REPORT

DATE: August 3, 2026
DEPARTMENT: Engineering
PREPARED BY: Kelsey Gelhar
AGENDA ITEM NUMBER: 8.F.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Proposal with AE2S for Final Design Services for the Well No. 4 Water Treatment Plant

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve an agreement with AE2S for the design of Well No. 4 Water Treatment Plant.

OVERVIEW

On April 10th, 2024, the EPA issued its final National Primary Drinking Water Regulation for several PFAS compounds. The federal regulations identified maximum contaminant levels (MCLs) for different PFAS compounds, set deadlines for monitoring PFAS, and set a timeline for public water suppliers to reach the MCLs. The compliance deadline, meaning the point at which PFAS levels must be below the federal MCLs, is April 2029.

In early 2026, a feasibility report was completed that reviewed the options for PFAS mitigation at Well No. 4. The report ultimately suggested that a treatment plant with a granular activated carbon system be constructed at Well No. 4.

Staff requested and received proposals from four qualified firms to design the water treatment plant. Staff reviewed the proposals for quality, firm qualifications and experience, understanding of the project, and project approach.

Staff recommends that the City Council approve AE2S's proposal for the design of the water treatment plant at Well No. 4 in the amount of \$584,996.00. This work only includes design services as the bidding and construction timeline may be impacted by proposed changes to the EPA's compliance deadline.

Because South St. Paul and AE2S have a Master Services Agreement, AE2S will prepare a task order that covers the scope of the design work.

SOURCE OF FUNDS

Grant funding from Drinking Water Planning and Design Funds from the MPCA can fund design of a treatment plant at Well No. 4.

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: August 3, 2026
DEPARTMENT: City Administrator
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 8.G.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approval of a Lease Agreement (130 - 134 Hardman Avenue North)

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Through consent, motion to approve a lease agreement with Long Cheng, Inc. for property at 130 - 134 Hardman Ave. North.

OVERVIEW

On July 27, 2026, the City Council [approved Resolution 2026 - 92](#), authorizing the execution of a purchase agreement to acquire property located at 130 - 134 Hardman Avenue North. One of the Conditions of the Agreement was that the City and current owner, who also owns and operates a business at the property, enter into a lease agreement at Closing. The Closing of the sale is scheduled for the week of August 17, and the City Attorney has drafted the enclosed lease agreement which has been executed by the future tenant and would go into effect following the real estate closing.

SOURCE OF FUNDS

The tenant will be responsible for the payment of all utilities, property taxes, special assessments and other occupancy costs throughout the term of the lease.

ATTACHMENTS

1. 130-134 Hardman Ave. N Lease Agreement (Executed by Tenant)

LEASE AGREEMENT

THIS **LEASE AGREEMENT** ("Lease") is made and entered into this ____ day of _____ 2026 (the "Effective Date"), by and between the South St. Paul Economic Development Authority, a Minnesota public body corporate and politic (the "Landlord"), and Long Cheng, Inc., a Minnesota corporation (the "Tenant"). Landlord and Tenant may be referred to collectively herein as the "parties" or each a "party".

ARTICLE 1 PREMISES

Landlord, for and in consideration of the rents, covenants and conditions hereinafter contained to be performed and observed by Tenant, does hereby demise and lease to Tenant the real property legally described on Exhibit A attached hereto (the "Real Estate"), addressed as 130 - 134 Hardman Avenue North, South St. Paul, Minnesota, with all improvements located therein, existing fixtures and any appurtenant parking areas, driveways and landscaped areas (collectively, the "Improvements") (the Real Estate and Improvements are collectively referred to herein as the "Premises").

ARTICLE 2 TERM

Tenant shall have and hold the Premises for and during the term commencing on the Effective Date and terminating at 11:59 p.m. on December 31, 2027 (the "Term"). This Lease is terminable at will by Tenant upon vacation and written notice to Landlord.

ARTICLE 3 BASE RENT

Tenant shall pay to Landlord the sum of One and 00/100 Dollar (\$1.00) as the full amount of Base Rent for the Term of the Lease. Landlord hereby acknowledges receipt of the entire amount of Base Rent as of the Effective Date.

ARTICLE 4 ADDITIONAL RENT

All amounts which Tenant is required to pay under the terms and provisions of this Lease, other than Base Rent, including but not limited to the amounts payable by Tenant pursuant to Articles 9, 11, and 12, shall be considered as "Additional Rent".

ARTICLE 5 USE OF PREMISES

The Premises shall be used by Tenant for a custom exempt meat processing facility. Tenant has obtained all necessary or required permits and licenses for its use of the Premises and shall use the Premises in strict compliance with any applicable local, state or federal rules, regulations, laws,

zoning, and environmental or Hazardous Material (as later defined) laws or regulations. Tenant agrees not to commit a nuisance in or upon the Premises so as to substantially interfere with the comfort and safety of others.

ARTICLE 6

TENANT'S ACCEPTANCE OF THE PREMISES/CONDITION

Landlord will not be obligated to construct or install any improvements in or to the Premises. Landlord makes no representation, covenant or warranty of any kind, character or nature concerning the Premises or otherwise. Tenant accepts the Premises in "as-is", "where-is", and "with all faults" condition.

ARTICLE 7

FIXTURES, FURNITURE, AND EQUIPMENT

Landlord agrees that all trade fixtures, furniture, equipment, or other personal property of whatever kind and nature kept or installed on the Premises by Tenant shall not become the property of the Landlord or a part of the realty no matter how affixed to the Premises and shall be removed by Tenant, on or before the termination of this Lease or any extension, unless not removed by Tenant upon termination of this Lease.

Tenant agrees that Tenant shall be financially responsible for any and all personal property not removed upon termination of this Lease and Landlord shall have all rights and remedies at law and in equity to recover any damages for the removal of Tenant's personal property.

ARTICLE 8

ALTERATIONS, TITLE TO AND REMOVAL OF IMPROVEMENTS

Except for non-structural alterations or improvements that in the aggregate do not exceed \$5,000.00 during any calendar year period, Tenant may not without Landlord's prior written consent, remodel or make any alterations to the Premises.

Tenant shall have no authority to create or place any lien or encumbrance of any kind whatsoever upon or in any manner to bind the interest of the Landlord in the Premises, and Tenant covenants and agrees promptly to pay all sums legally due and payable by it on account of any labor performed on the Premises upon which any lien is or could be asserted.

ARTICLE 9

REPAIRS, MAINTENANCE AND SIGNAGE

Tenant shall, at all time during the Term and any extension thereof, at its own cost and expense, keep and maintain the Premises. If the improvements on the Premises are damaged or destroyed, Tenant may at its sole option and expense repair and restore the improvements or Tenant may terminate the Lease and vacate the Premises. Tenant shall be permitted to maintain current signage on the Premises during the Term of the Lease. Tenant shall maintain all signage at its sole cost and expense.

ARTICLE 10
REAL ESTATE TAXES AND SPECIAL ASSESSMENTS

Tenant shall be responsible for the payment of all real estate taxes and current and future installments of special assessments covering the Premises during the Term.

ARTICLE 11
UTILITIES

During the Term, any extension thereof, and thereafter in the event Tenant holds over, Tenant agrees that it shall pay all costs for water, sewer, gas and electric, heating and cooling, garbage and any other utilities used, or consumed upon or in connection with the Premises, as and when the charges for the same shall become due and payable.

ARTICLE 12
INSURANCE

Tenant hereby covenants and agrees that it shall at all times during the Term and any extension thereof, obtain and maintain and keep in force and effect the following insurance, a copy of which shall be provided to Landlord upon execution of this Lease by Tenant:

- A. A comprehensive general liability insurance policy with a combined limit of not less than Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) per occurrence and One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) in the aggregate, against claims for personal injury, death or property damage occurring in, on or about the Premises. Any deductible amount shall be paid by Tenant; and
- B. A policy covering Tenant's contents and other personal property, inventory, machinery, and trade fixtures, satisfactory to Landlord, which shall include a waiver of subrogation as to Landlord.

ARTICLE 13
ASSIGNMENT AND SUBLETTING

Tenant shall not sublet, sell, assign, mortgage, pledge, or in any manner transfer this Lease or any estate or interest thereunder, without the prior written consent of Landlord. Any assignment or subletting permitted by Landlord hereunder shall not release Tenant from any of its Lease obligations.

ARTICLE 14
DEFAULT AND REMEDIES OF LANDLORD

If Tenant shall fail to: (i) promptly keep and perform any other obligations of this Lease, strictly in accordance with the terms of this Lease, and shall continue in default for a period of

thirty (30) days after written notice thereof by Landlord of default and demand of performance (and Tenant is not diligently proceeding to cure a non-monetary default), then and in any such event and as often as any such event shall occur; and upon such default: (1) Landlord may declare the Term or any extension thereof ended, and enter into said Premises with process of law and expel Tenant or any person occupying the same in or upon said Premises; such reentry shall not work a forfeiture of the rents to be paid nor affect the covenants to be performed by Tenant.

ARTICLE 15 AMENDMENTS

No waivers, alterations or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing duly executed by both Landlord and Tenant herein.

ARTICLE 16 RECORDING

This Lease shall not be recorded.

ARTICLE 17 SURRENDER OF PREMISES

Tenant shall, after the last day of the Term, or upon any earlier termination, surrender and yield the Premises to Landlord and all personal property shall be removed.

ARTICLE 18 SERVICE OF NOTICE

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, as follows:

If to Landlord at: South St. Paul Economic Development Authority
 Attn: EDA Executive Director
 125 3rd Ave. N.
 South St. Paul, MN 55075

With a copy to: Kori Land
 LeVander, Gillen & Miller, P.A.
 1305 Corporate Center Drive, Suite 300
 Eagan, MN 55075

If to Tenant at: Long Cheng
 Attn: Pao Yang
 130 Hardman Avenue North
 South St. Paul, MN 55075

or to such other address as either party may designate by notice given from time to time in accordance with this Article 18. Any notice given in accordance with the provisions of this Article 18 shall be deemed to have been given as of the date occurring two (2) days after such notice shall have been placed for mailing with the United States Postal Service. The amounts payable by Tenant to Landlord hereunder shall be paid to the address designated by Landlord from time to time.

ARTICLE 19 HOLDING OVER

In the event Tenant continues to occupy the Premises after the last day of the Term hereby created, or after the last day of the Extension Term, if applicable, Tenant shall pay all incidental and consequential damages sustained by Landlord as a result of any such holdover, including but not limited to damages for the delay in Landlord's construction or demolition plans for the Premises.

ARTICLE 20 CAPTIONS

The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Articles of this Lease or in any way affect this Lease.

ARTICLE 21 INVALIDITY OF PROVISIONS

If any term, covenant, condition or provision of this Lease or the application thereof, to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 22 LANDLORD'S ACCESS TO PREMISES

Landlord shall have reasonable rights of access to the Premises after reasonable notice and during normal business hours for the purpose of inspecting the condition thereof from time to time throughout the Term of this Lease and any extensions thereof. In the event of an emergency, Landlord shall have the immediate right to access the Premises, without prior notice to Tenant.

ARTICLE 23 ENTIRE AGREEMENT

This Lease entered into between Landlord and Tenant as to the Premises supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the

Premises and it contains all of the covenants, agreements and other obligations between the parties in respect to said Premises.

ARTICLE 24 LIABILITY OF LANDLORD

Landlord and its members, partners, officers, directors, shareholders, attorneys, parents and subsidiaries, related or affiliated corporations or other entities of Landlord will have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease.

ARTICLE 25 GOVERNING LAW; VENUE

This Lease will be governed by and construed according to the laws of the State of Minnesota. Any actions or proceedings arising under this Lease, in connection with the Premises will be venued in state or federal courts located in Dakota County, Minnesota, to the exclusion of all other venues. Tenant hereby expressly consents to the exercise of personal jurisdiction over Tenant by such courts.

ARTICLE 26 AUTHORITY

Landlord and Tenant hereby represent and warrant that each individual executing this Lease on behalf of said entity is duly authorized to execute and deliver this Lease on behalf of said entity and that this Lease is binding upon said entity in accordance with its terms.

ARTICLE 27 BROKERS

Landlord warrants to Tenant that it had no dealings with any broker or agent in connection with this Lease. Tenant warrants to Landlord that it had no dealings with any broker or agent in connection with this Lease. Notwithstanding the foregoing, each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

ARTICLE 28 TIME OF THE ESSENCE

With respect to all acts of the Tenant and Landlord required under or pursuant to this Lease, time is of the essence.

ARTICLE 29 COUNTERPARTS

This Lease may be executed in counterparts, each of which shall be deemed an original,

but which taken together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed sufficient to create a binding obligation hereunder and shall have the same force and effect as an original signature of such party.

ARTICLE 30 HAZARDOUS MATERIALS

Tenant shall not keep or have in or on the Premises any article or thing which is deemed "hazardous" or "extra hazardous" by any responsible insurance company or under federal, state or local law, rule, regulation, code or ordinance except in compliance with all requirements of applicable law. To the extent caused by Tenant or its employees, agents, or invitees, Tenant shall indemnify and save harmless Landlord against all liabilities, damages, claims, fines, penalties, costs and other expenses, including, reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against Landlord by reason of any use or condition of the Premises or any part thereof, including, without limitation, liability resulting from the use, storage, generation, or release of any "hazardous substance," "hazardous waste," "pollutant" or "contaminant" (as such terms may be now or hereafter defined under any applicable federal, state, or local statute, ordinance, or regulation, collectively referred to as "Hazardous Material").

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

LANDLORD:
CITY OF SOUTH ST. PAUL

By: _____

James P. Francis

Its: Mayor

By: _____

Deanna Werner

Its: City Clerk

TENANT:
LONG CHENG, INC.

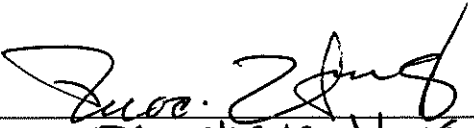
By: 
Name: PAU choua Yung
Its: owner/President

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Real property located in the County of Dakota, State of Minnesota, legally described as follows:

PID: 36-03800-00-054

That part of Lots 1, 2, 3, 4, 5 and 6, Auditor's Subdivision No. 8 and Government Lots 5 and 6, Section 22, Township 28 North, Range 22 West, all in Dakota County, Minnesota, described as follows:

Commencing at the Southeast corner of Block 1, The Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve of South St. Paul, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota; thence Southeasterly along the Easterly line of said Block 1 produced 33.17 feet; thence Northeasterly at right angle 309.00 feet; thence Northwesterly at right angle 655.08 feet to the point of beginning of the parcel to be described; thence continuing on the last described line 96.40 feet; thence Southwesterly at right angle 11.00 feet; thence Northwesterly at right angle 91.33 feet; thence Southwesterly at right angle 11.42 feet; thence Northwesterly at right angle 120.00 feet; thence Northeasterly at right angle 50.00 feet; thence Northwesterly at right angle 59.35 feet; thence Northeasterly at right angle 2.00 feet; thence Northwesterly at right angle 13.15 feet; thence Northeasterly at right angle 60.50 feet; thence Southeasterly at right angle 4.00 feet; thence Northeasterly at right angle 1.00 feet; thence Southeasterly at right angle 4.00 feet; thence Northeasterly at right angle 25.50 feet; thence Northwesterly at right angle 112.00 feet; thence Southwesterly at right angle 8.50 feet; thence Northwesterly at right angle 63.00 feet; thence Northeasterly at right angle 26.46 feet; thence deflect to the left 73°33'36" a distance of 5.03 feet; thence Southeasterly at right angle 0.66 feet; thence Northeasterly at right angle 36.00 feet; thence Southeasterly at right angle 551.40 feet; thence Southwesterly at right angle 177.00 feet to the point of beginning and there terminating, subject to any easements of record.

Abstract Property

and

PID: 36-03800-00-055

Commencing at the Southeast corner of Block 1, The Stockyards Rearrangement of Blocks 1-12 of South St. Paul, thence southeasterly along the easterly line of said Block 1 produced 33.17'; thence northeasterly at right angles 167.25'; thence northwesterly at right angles 142.5'; thence northeasterly at right angles 141.75'; thence northwesterly at right angles 278.58' to the point of beginning of the property to be described; thence northeasterly 177.0' at right angles; thence northwesterly at right angles 234.0'; thence southwesterly at right angles 177.0'; thence southeasterly at right angles 234.0'; to the point of beginning; containing 41,418 sq. ft., or 0.95 acres, subject to easements, restrictions and reservations of record, if any.

Abstract Property



CITY COUNCIL AGENDA REPORT

DATE: August 3, 2026
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.H.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Charitable Gambling Premises Permit - Spartan End Zone

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approval of Resolution 2026-096

OVERVIEW

A request has been received from Spartan End Zone for a Charitable Gambling Premises Permit to conduct lawful gambling activities at the SSP Rod & Gun Club located at 600 Gun Club Rd, South St. Paul, Minnesota.

Spartan End Zone is a 501(c)(3) nonprofit organization registered with the State of Minnesota. The organization is currently licensed by the Minnesota Gambling Control Board and is authorized to conduct lawful gambling activities. Staff has reviewed the application and finds that Spartan End Zone meets all qualifications for issuance of a premises permit, including all applicable City and State requirements for lawful gambling.

The organization currently holds a premises permit at Petey's BBQ within the City of South St. Paul.

The applicant has been advised of the City's trade area requirements as outlined in City Code Section 11-4(4), which defines the trade area as the cities of South St. Paul, Inver Grove Heights, Newport, St. Paul, and West St. Paul, Minnesota, and how those requirements pertain to Sections 11-13 and 11-14.

Trade Area Requirements Pursuant to Section 11-13 – Designated Trade Area: During each calendar year, every licensed organization with a premises permit within the city must expend 55 percent of lawful purpose expenditures on lawful purposes conducted within the city's designated trade area. This requirement applies only to lawful purpose expenditures derived from gross profits from gambling conducted at a premises within the city.

Reporting Requirements Pursuant to Section 11-14 – Records and Reporting: Licensed organizations must file with the City Clerk one copy of all records and reports required to be filed with the Minnesota Gambling Control Board, in accordance with Minnesota Statutes

Chapter 349, on or before the date they are due to the Board.

In addition, organizations must file an annual report with the city demonstrating compliance with the trade area spending requirements established in Section 11-13.

The annual compliance report must be submitted on a city-prescribed form within 60 days of June 30 and must report proceeds received during the calendar year.

Staff recommends approval of Resolution 2026-094.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Resolution 2026-096, Charitable Gambling Premises Permit - Spartan End

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-096

**RESOLUTION APPROVING A LAWFUL GAMBLING PREMISES PERMIT
APPLICATION FOR SPARTAN END ZONE AT SSP ROD & GUN CLUB**

WHEREAS, Spartan End Zone is a 501(c)(3) nonprofit organization and a charitable organization registered with the Minnesota Secretary of State; and

WHEREAS, the City of South St. Paul has received an application from Spartan End Zone for approval of a premises permit to conduct lawful gambling activities at SSP Rod & Gun Club, 600 Gun Club Rd, South St. Paul, Minnesota; and

WHEREAS, the proposed gambling premises is located within the corporate limits of the City of South St. Paul; and

WHEREAS, the City Council has reviewed the application and finds no objection to the issuance of the premises permit by the Minnesota Gambling Control Board;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH ST. PAUL, MINNESOTA, that the City Council hereby approves the application of Spartan End Zone for a premises permit to conduct lawful gambling activities at SSP Rod & Gun Club, 600 Gun Club Rd, South St. Paul, Minnesota, and directs the appropriate city official to certify this resolution for submission with the state application.

Adopted by the City Council of the City of South St. Paul, Minnesota, this 3rd day of August, 2026.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: August 3, 2026
DEPARTMENT: City Administrator
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 8.I.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Authorize Application for Special Appropriation from the Minnesota Department of Employment and Economic Development

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Through consent, motion to approve Resolution 2026 - 95.

OVERVIEW

[At its meeting on July 21, 2025](#), the City Council adopted [Resolution 2025 - 82](#) to formally authorize staff to prepare a request for State Bonding Funds for the construction of a replacement Public Works Central Maintenance Facility. The project has been presented for discussion on numerous Council Agendas over the past two years, and the [City's website contains a comprehensive summary of the efforts behind this project](#).

In May 2026, the Minnesota Legislature passed a [Capital Investment Bill](#) that included \$2,250,000 in appropriations to assist with environmental remediation and geotechnical soil correction for the project, with the bill ultimately being signed into law by Governor Walz on June 5, 2026. Last week, Staff from the Minnesota Department of Employment and Economic Development (DEED) contacted City staff to begin the "formal" process of securing the appropriation, which requires the completion of a grant application and the passage of a City Council Resolution committing to the completion of the project and confirming the City's capacity to do so.

SOURCE OF FUNDS

Through the State's 2026 Capital Investment Bill, the City will be the recipient of a \$2,250,000 cash special appropriation from the Minnesota Department of Employment and Economic Development.

ATTACHMENTS

1. Resolution 2026 - 95

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026 – 95

**A RESOLUTION APPROVING AND AUTHORIZING A SPECIAL APPROPRIATION
APPLICATION FOR ENVIRONMENTAL REMEDIATION ACTIVITIES AND
GEOTECHNICAL SOIL CORRECTIONS**

BE IT RESOLVED that the City of South St. Paul act as the legal sponsor for the project contained in Chapter 129, Article 1, Section 11, Subdivision 3 entitled the South St. Paul Public Works Central Maintenance Facility project.

BE IT FURTHER RESOLVED that the City of South St. Paul has the legal authority to receive financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the development proposal are committed to the project identified.

BE IT FURTHER RESOLVED that the City of South St. Paul has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its development proposal by the state, the City of South St. Paul may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that the City of South St. Paul certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

BE IT FURTHER RESOLVED that the non-DEED source(s) of funds identified in the sources and uses outlined in the application total the amount of \$26,300,000 and are committed and adequate to fully fund or provide the match for the project identified in the application.

BE IT FURTHER RESOLVED that any source of the Applicant's funds to fully fund the project shall be from the Capital Programs Fund account which has an adequate amount of funds to cover the commitment.

BE IT RESOLVED, that the Grantee commits to operating and maintaining the capital improvements funded under this project for their intended public purpose and shall annually provide sufficient budgeted funds for the operation and maintenance of the project. Upon request by the State, the Grantee shall provide documentation demonstrating its ability to support the ongoing operation and maintenance of the project.

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

Adopted this 3rd Day of August, 2026

City Clerk

STATE OF MINNESOTA)
COUNTY OF DAKOTA)
CITY OF SOUTH ST. PAUL)

I, the undersigned, being the duly qualified and acting City Clerk of the City of South St. Paul, Minnesota, DO HEREBY CERTIFY, that the above Resolution No. 2026-95 was adopted by the South St. Paul City Council on August 3rd, 2026.

WITNESS, my hand as such City Clerk and the corporate seal of the City this _____
day of _____, 2026.

City Clerk

SEAL



CITY COUNCIL AGENDA REPORT

DATE: August 3, 2026
DEPARTMENT: City Administrator
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 8.J.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Accept Bids and Award Contract - Soil Surcharge Project (SSP Public Works)

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Through consent, motion to approve Resolution 2026-96, awarding the construction contract for the Public Works Soil Surcharge project to Danner, Inc. in the amount of \$935,155.

OVERVIEW

At its July 6, 2026 meeting, [the City Council approved construction documents and authorized Kraus-Anderson to solicit competitive bids for the soil surcharge portion of the Public Works project.](#) Following an advertisement for bids in accordance with State Statutes, bids were publicly opened at 2:00 P.M. on Thursday, July 30 and read as follows:

<i>Contractor</i>	<i>Total Bid Amount (incl. Alts 1 & 2)</i>
Danner, Inc.	\$935,155
Belair Builders, Inc. DBA Belair Site Services	\$1,477,448
Max Steininger, Inc.	\$1,791,912
Minnesota Utilities & Excavating, Inc.	\$1,819,100
Rachel Contracting, LLC	\$2,096,500
Kevitt Excavating, LLC	\$2,477,721
Park Construction Company	\$2,615,135
US Sitework, Inc.	\$3,065,304

The Engineer's Estimate at the time of bidding was \$1,815,000.00.

In consultation with our Construction Manager Advisor, Kraus Anderson, Staff has reviewed the

bid proposals and determined that Danner, Inc. is the lowed responsible bidder with a total bid amount of \$935,155.

Staff recommends approval of Resolution 2026-96, awarding the construction contract for the Public Works Soil Surcharge project to Danner, Inc. in the amount of \$935,155.

SOURCE OF FUNDS

A special appropriation from the Minnesota Department of Employment and Economic Development was approved during the legislative session for Environmental Remediation and Geotechnical Soil Correction for this project, in the amount of \$2,250,000.

ATTACHMENTS

1. Resolution 2026 - 96
2. Bid Recommendation Letter - Soil Surcharge

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026 – 96

**A RESOLUTION ACCEPTING BIDS AND AWARDING A CONSTRUCTION
CONTRACT FOR THE SOUTH ST. PAUL PUBLIC WORKS SOIL SURCHARGE
PROJECT TO DANNER, INC.**

WHEREAS, pursuant to advertisement for bids for the improvements outlined in the Public Works Soil Surcharge Project, the bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

<i>Contractor</i>	<i>Total Bid Amount (incl. Alts 1 & 2)</i>
Danner, Inc.	\$935,155
Belair Builders, Inc. DBA Belair Site Services	\$1,477,448
Max Steininger, Inc.	\$1,791,912
Minnesota Utilities & Excavating, Inc.	\$1,819,100
Rachel Contracting, LLC	\$2,096,500
Kevitt Excavating, LLC	\$2,477,721
Park Construction Company	\$2,615,135
US Sitework, Inc.	\$3,065,304

AND WHEREAS, it appears that Danner, Inc. is the lowest responsible bidder.

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into the attached contract with Danner, Inc. in the name of the City of South St. Paul for the improvements outlined in the base bid of the Public Works Soil Surcharge Project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted this 3rd Day of August, 2026

City Clerk

July 30, 2026

Ryan Garcia
 City of South St. Paul
 125 Third Avenue North
 South St. Paul, MN 55075

RE: **South St. Paul Public Works Facility
 Contract Award Letter**

Dear Mr. Garcia:

This letter is concerning the contract awards for the above referenced project that was bid on July 30th, 2026.

Kraus-Anderson has verified bidders and we submit the following lowest responsible bidders and their total bid amount:

<u>Work Scope</u>		<u>Contractor, City, State</u>	<u>Bid Amount</u>	
WS 31-A	Site Clearing & Earthwork	Danner Inc. South St. Paul, MN	Base Bid:	\$916,655.00
			Alt #1:	\$14,000.00
			Alt #2:	\$4,500.00
			Total Contract:	\$935,155.00
			Total Base Bid:	\$935,155.00

We have enclosed the Bid Tabulation sheets that reflect the bids received.

If you have any questions regarding this information, please do not hesitate to contact me at 612-394-7629.

Very truly yours,
 KRAUS-ANDERSON® CONSTRUCTION COMPANY



Esteban Perez
 Project Manager



BID TABULATIONS

JULY 30TH, 2026 @ 2:00PM

ARCHITECT: HCM/WSB

WORK SCOPE 31-A: SITE CLEARING & EATHWORK

Page 50 of 82

OWNER: City of South St. Paul

ARCHITECT: HCM/WSB

WORK SCOPE 31-A: SITE CLEARING & EATHWORK

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Park Construction Company	US Sitework, Inc.				
BID SECURITY	Bid Bond	Bid Bond				
ADDENDA REC'D.	1-2	1-2				
BASE BID	\$2,549,900.00	\$3,054,804.00				
Alt 1: Removal of Rubble Pile	\$43,900.00	\$3,000.00				
Alt 2: Const Entrance	\$21,335.00	\$7,500.00				



CITY COUNCIL AGENDA REPORT

DATE:

August 3, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

10.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

ADA Reasonable Accommodation Request- Privacy Fence at 400 12th Avenue North

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution #2026-93 approving a reasonable accommodation for a privacy fence at 400 12th Avenue North.

OVERVIEW

Application

The Applicants, Abygayl and Tanner Ringstad, have owned the single-family home that is located at 400 12th Avenue North (the "Subject Property") since 2023. They are requesting a reasonable accommodation under the Americans with Disabilities Act (ADA) to construct a 6-foot-tall vinyl privacy fence in the street side yard of their corner lot property as part of their effort to provide a safe, enclosed outdoor play area for their 8-year-old child who has a disability and requires special care.

When a residential corner lot property butts up directly against another residential property and the house next door has its front yard facing the corner lot property's side street, the City Code requires that privacy fencing on the corner lot property be set back at least as far away from the side street as the front of the house next door. The Applicants are seeking a reasonable accommodation to deviate from that requirement and put their proposed privacy fence in a part of their street side yard along 4th Street North where it would not normally be allowed.

Zoning Requirements for Fencing

Fences are governed by City Code Section 118-199. The code allows a 4-foot-tall transparent fence (i.e. chain link or wrought iron) to be built in any part of any yard at a residential property. The Applicants currently have a code-conforming 4-foot chain link fence around their back yard. According to the family's case manager, the existing fence has not been sufficient to adequately contain the Applicants' child. Per the case manager, the existing fence has areas where the child can climb the fence and get out along with a gate that is easily accessible.

Privacy fences are never allowed in front yards. Most residential properties are allowed to have 6-foot-tall privacy fences in their side yard (on the side of their house) and in their backyard. The rules for corner lots are more complicated. Corner lot properties are usually allowed to have privacy fences in their street side yard but not always:

- Corner lot properties cannot have a privacy fence in their street side yard if the front door of their house faces the side street. *This code provision is not related to the Applicants' request and is only being provided for context.*
- There is a second code provision that prevents the Applicants from putting a privacy fence in their street side yard because of the way that their block is configured:

“On a corner lot where the rear lot line of a lot is common with the side lot line of an abutting lot, that portion of the rear lot line equal to the required front yard setback of the abutting lot shall not be fenced to a height of more than 42 inches unless the fence material is 50 percent opaque or less. When fencing material is 50 percent opaque or less, the fencing may not exceed 48 inches in height.”

This code provision does not come into play very often because most blocks in South St. Paul are narrow and all the lots on each side of the block face the same street. Blocks with alleys are also generally unaffected by this code provision because the corner lot properties butt up against the alley instead of butting up against another private property.

The purpose of this code provision is to preserve neighborhood curb appeal and preserve front yard views for interior lot property owners on side streets. Not all communities have this type of ordinance and there are many cities that do allow corner lot properties to have privacy fences in their street side yard even if they are on a block where some houses face the side street.

There is a public sidewalk on 4th Street North that runs along the property lines. The Applicants' existing chain link fence is set back roughly 10-13 feet from the public sidewalk at the top of a hill. If they want to replace their existing chain link fence with a new privacy fence, it will need to be set back an additional 20 feet from the public sidewalk because the house to the east (1016 4th Street North) is set back roughly 33 feet from the public sidewalk and the new fence would need to match the setback of that home. This means that the Applicants would be surrendering a significant part of their yard.

Subject Property has an Unusual Yard Configuration

The City generally only grants reasonable accommodation requests if the accommodation does not represent a “fundamental alteration of the City’s regulations, policies, and procedures.” If the Applicants were not in a position to seek reasonable accommodation, their primary option for seeking City approval to have a taller fence in their street side yard would be to petition for a variance under the terms of Section 118-39 of the zoning code. Variances can only be granted if there is a practical difficulty that is unique to the subject property that justifies allowing the property to deviate from standard code requirements. Additionally, a variance must not alter the fundamental character of a neighborhood.

The Applicants’ house sits on top of a hill which is unlike the other houses along 4th Street North. The Applicants have a large retaining wall in the middle of their property that already breaks up the streetscape along 4th Street North in an unusual manner. The wall separates the part of their property that is at the bottom of the hill (where their detached garage and driveway are located) from the part of their property that is at the top of the hill (where their house and their fenced-in backyard are located). Their driveway and garage are designed in such a way that it has the visual effect of breaking up the streetscape in much the same way that an alley entrance breaks up a streetscape. As previously mentioned, blocks with alleys are generally exempt from the code provision that is being discussed because corner lot properties butt up against the alley instead of butting up against an adjacent property. There is a full 20 feet between the proposed fence and the property to the east, which is the same width as a standard platted alley.

The Applicants’ existing chain link fence sits at the top of their hill, which means that there is a roughly 10-13-foot-wide green space between the 4th Street North public sidewalk and the fenceline. If the Applicants place their new privacy fence in the same location as their old chain link fence, there will continue to be a landscaped area along the sidewalk.

Because of the characteristics of the subject property, Staff would assert that granting the requested accommodation would not be a fundamental alteration of the City’s fencing regulations. It is possible that the Applicants’ fence project would still be supportable if they were seeking a variance instead of a reasonable accommodation.

Criteria for Analyzing a Reasonable Accommodation Request

The City Council should review the request for a reasonable accommodation through the lens of the criteria listed in Section 2-3 of the City Code. Staff has provided an analysis but the City Council is not obligated to use Staff’s analysis:

1. Whether there is a qualifying disability;

The Applicants’ child has a qualifying disability.

2. Whether the requested accommodation is needed to allow a disabled person equal opportunity to use and enjoy the services, programs or activities of the city or equal opportunity to use and enjoy a dwelling or live in a particular neighborhood as a person without disabilities;

A primary reason that many families seek to live in a single-family home is so their children have the benefit of playing outdoors in a private yard. The Applicants have submitted substantial evidence that their child's specific disability does result in impulsive behavior that could result in a dangerous escape from their back yard if it is not securely fenced. The requested accommodation is necessary for the Applicants' child to have equal opportunity to enjoy his back yard.

3. Whether the requested accommodation is reasonable considering the potential impact on surrounding uses, the extent to which the accommodation meets the stated need, and other alternatives that may meet that need;

The accommodation is reasonable. It is common for corner lot street side yards to have privacy fencing and the project that the Applicants are proposing would be allowed automatically in residential neighborhoods in many communities. South St. Paul's fence ordinance contains a provision that would prohibit the proposed fence due to curb appeal goals along residential side streets. The Applicants are not proposing to install the proposed fence directly along the street side property line so there will still be a landscaped area outside of the fence to partially achieve those goals. Additionally, the fence will not butt up directly against the adjacent private property to the east. The proposed fence will not have an undue negative impact on any surrounding uses.

4. If the requested accommodation relates to the Zoning Code or Rental Code, the physical limitations of the building and site;

The site does not have any physical limitations that prevent the installation of fencing.

5. Whether the request would constitute a fundamental alteration of the City's

regulations, policies, or procedures;

The request would not constitute a fundamental alteration of City regulations, policies, or procedures. There are privacy fences in corner lot street side yards around the community. The placement and design of the Applicant's proposed fence will mitigate some of issues that likely motivated the adoption of the ordinance that prevents the subject property from automatically being able to have a privacy fence in the street side yard. The Applicant is leaving a green space between their fence and the public sidewalk along the side street. Additionally, the proposed fence will be located over 20 feet away from the adjacent property to the east.

6. Whether the request would impose an undue financial or administrative burden on the city; and

Granting the reasonable accommodation would not impose an undue administrative burden on the city. A reasonable accommodation is not a land right so the proposed fence will not have the automatic right to remain indefinitely if the Applicants and their child someday stop living at 400 12th Avenue North.. The City Council could, in theory, revoke the reasonable accommodation in the future if the family moves and the reasonable accommodation is no longer needed. This would be a low priority and a low administrative burden. Any future owner of the subject property will have the right to seek a variance under the terms of City Code Section 118-39 to continue to have a privacy fence in their street side yard. There is also a chance that the City Code will change in the future and this type of fence project will be allowed automatically as it already is in many communities.

LETTERS OF SUPPORT

The Applicants submitted a number of letters of support alongside their reasonable accommodation request. City Staff has not included some of the letters of support in the agenda packet because they include personal information about the Applicants' 8-year-old child. To summarize the letters:

- There is a letter from the child's case manager explaining the insufficiency of the property's existing 4-foot chain link fence and asking the City to consider allowing a 6-foot privacy fence.
- There is a letter from the child's occupational therapist describing the child's disabilities and explaining how a safe and enclosed yard would provide tangible benefits.
- There is a letter from Children's Hospital providing additional insight into the child's

diagnosis.

- There is a letter from the Minnesota Department of Human Services certifying that the child meets disability standards.

The Applicants submitted letters of support from several of their neighbors which are included as an attachment with personal identifying information about the child redacted.

STAFF RECOMMENDATION:

Based on the supporting information the Applicant has supplied, Staff recommends **approval** of the reasonable accommodation request because the request does meet the criteria listed in Section 2-3. City Staff would recommend putting the following conditions on the approval:

1. **Fence Permit Required.** The Applicant shall obtain a fence permit prior to constructing the fence.
2. **Fence Project Shall Follow the Proposed Site Plan.** The fence project shall be reasonably consistent with the proposed site plan which shows the fence sitting at the top of the hill along 4th Street North and being located west of the Applicants' detached garage.
3. **Maximum Fence Height.** The fence in the street side yard may not exceed 6 feet in height.
4. **Fencing Materials.** The fence shall be constructed out of vinyl or an equivalent quality fencing material. Chain link fencing with privacy slats may not be utilized.
5. **Reasonable Accommodation is Not a Land Right.** The reasonable accommodation is granted to Abygayl and Tanner Ringstad for the benefit of their 8-year-old son. The reasonable accommodation is not a land right and does not run with the land.
6. **Continued Compliance.** The city may review this accommodation in the future on its own initiative or upon receipt of credible complaints regarding misuse of the accommodation. The accommodation may be modified or revoked if the city determines that the conditions of approval have been materially violated or the accommodation is no longer reasonable or no longer needed to prevent barriers to persons with disabilities. Reviews under this subsection shall be conducted by City Staff and, if a modification or revocation is recommended, considered by the City Council following a hearing.

SOURCE OF FUNDS

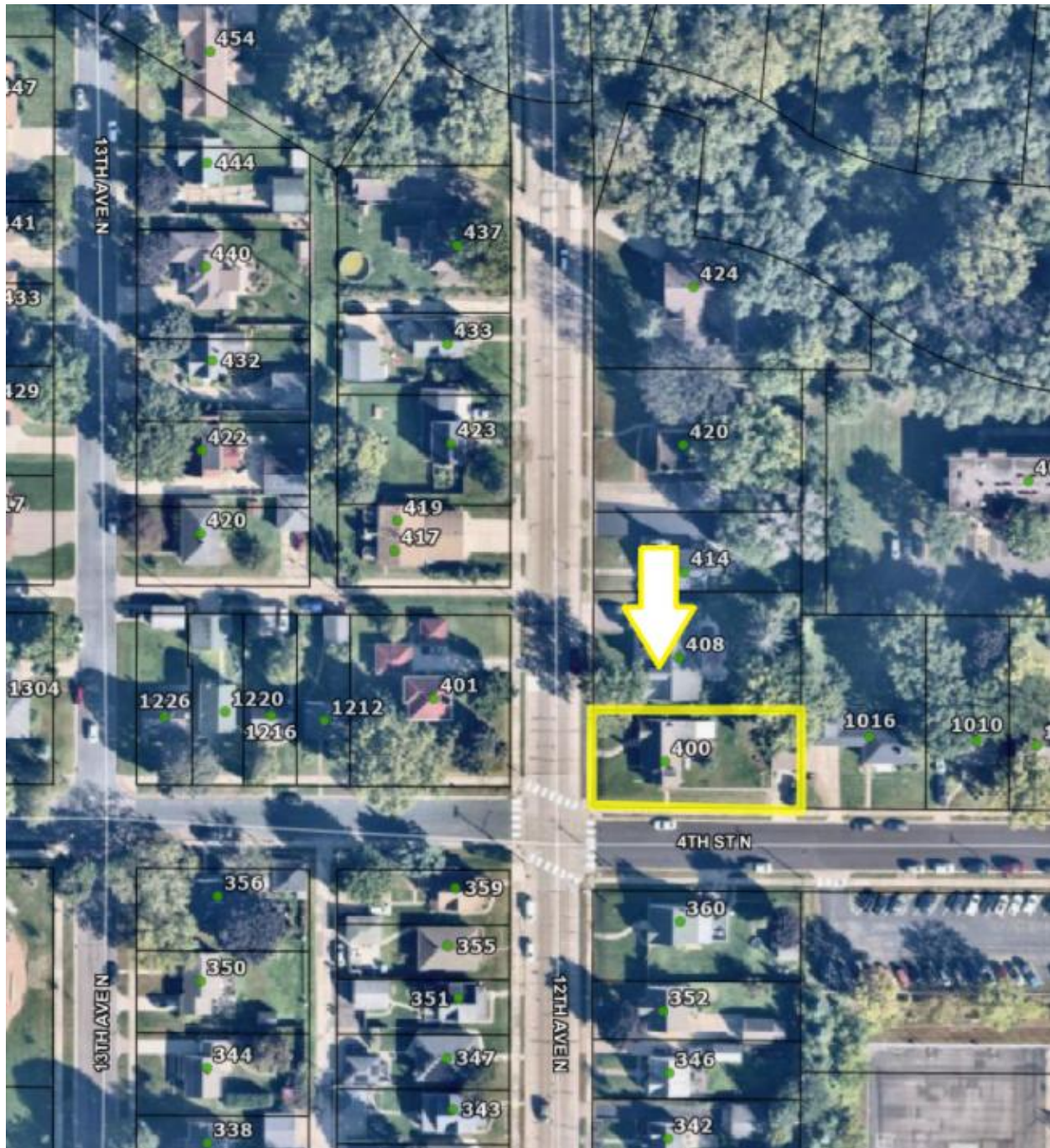
NA

ATTACHMENTS

1. Site Location Map

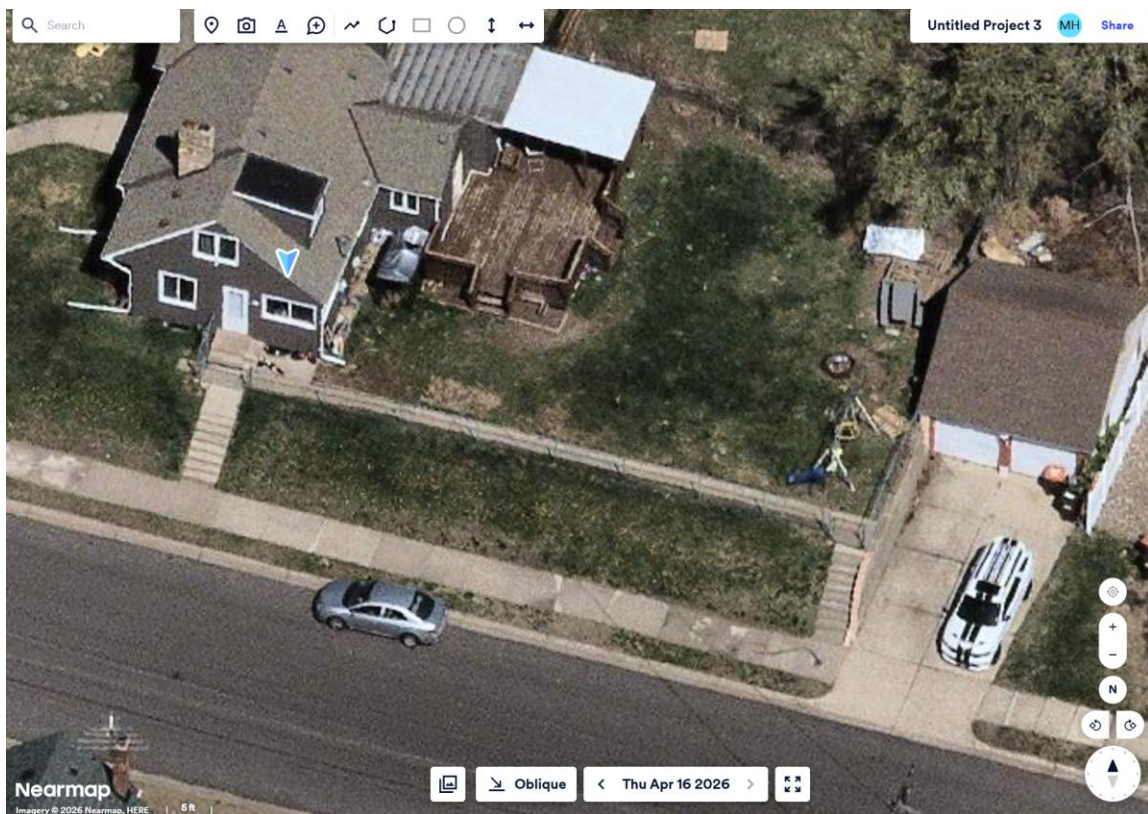
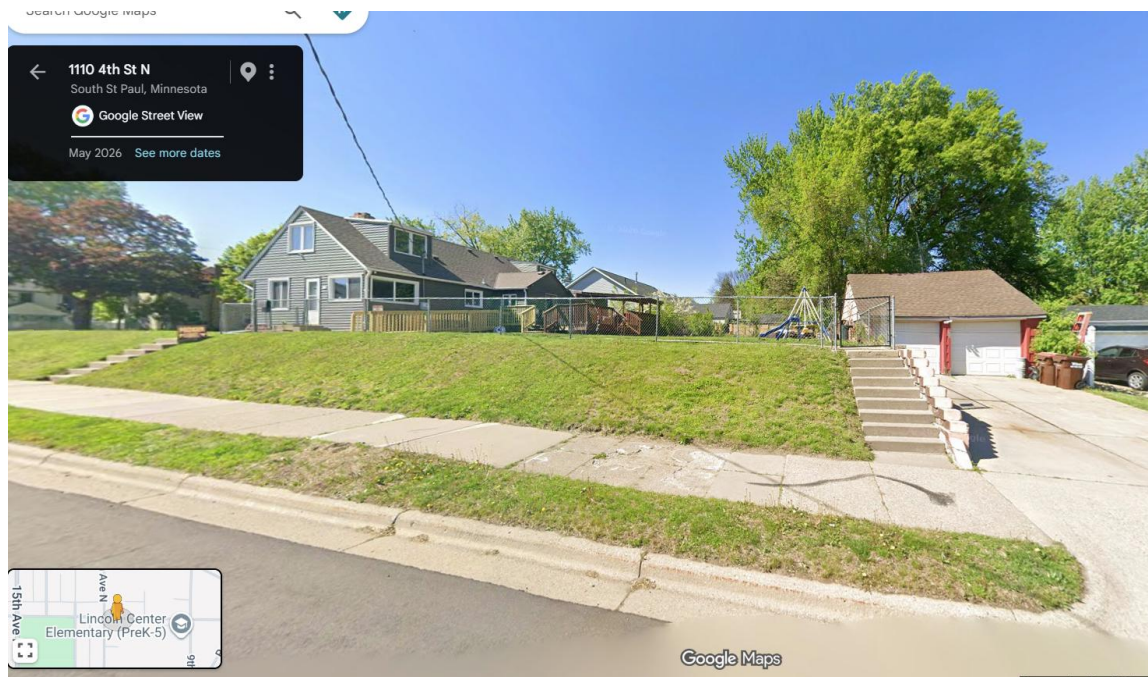
2. Photographs of Existing Chain Link Fence
3. Depiction of Code Requirement That Reasonable Accommodation Request Seeks to Deviate From
4. Applicant's Site Plan for Proposed Fence
5. Reasonable Accommodation Request (Redacted)
6. Neighbor Support Letters (Redacted)
7. Resolution 2026-93

ATTACHMENT 1
SITE LOCATION MAP



ATTACHMENT 2

PHOTOGRAPHS OF EXISTING CHAIN LINK FENCE



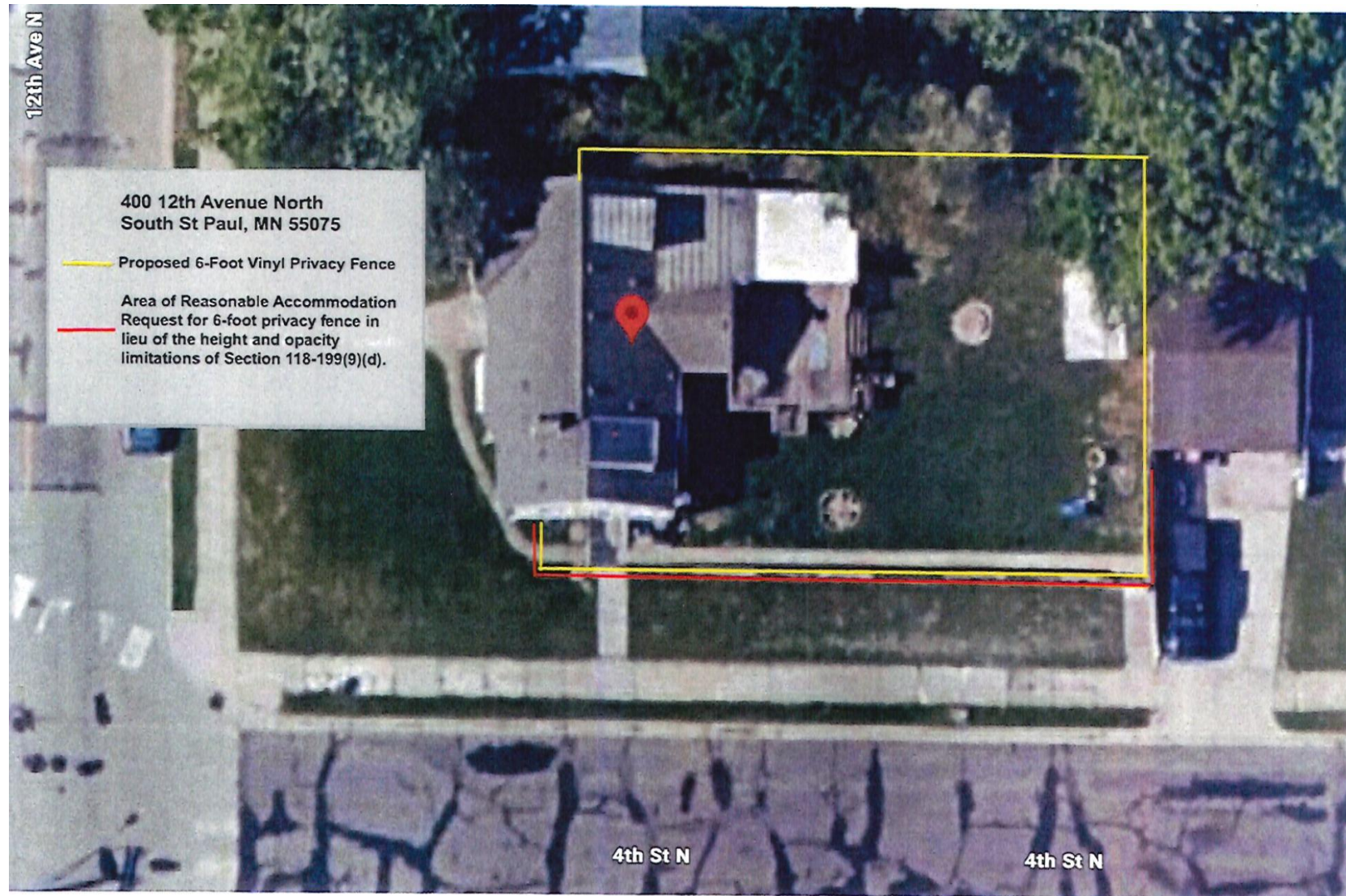
ATTACHMENT 3

DEPICTION OF CODE REQUIREMENT THAT REASONABLE ACCOMMODATION SEEKS TO DEVIATE FROM



“On a corner lot where the rear lot line of a lot is common with the side lot line of an abutting lot, that portion of the rear lot line equal to the required front yard setback of the abutting lot shall not be fenced to a height of more than 42 inches unless the fence material is 50 percent opaque or less. When fencing material is 50 percent opaque or less, the fencing may not exceed 48 inches in height.”

ATTACHMENT 4
APPLICANT'S SITE PLAN FOR PROPOSED FENCE





**Americans with Disabilities Act ("ADA") Title II (non-employee)
and Federal Fair Housing Act ("FHA") Reasonable Accommodation/Modification
in Public Services, Programs or Activities Request Form**

The City of South St. Paul ("City") is committed to complying with the ADA, FHA and the Minnesota Human Rights Act ("MHRA"). The City Council will review each request on an individualized, case-by-case basis.

There is a \$250 nonrefundable application fee and \$500 escrow requirement for any reasonable accommodation request that requires review by the City Council. The escrow is used to cover legal expenses and any unspent funds may be returned after the City Council has taken action and all legal bills have been paid. Payment of the application fee and escrow must be made at the time of submission by check made payable to the City of South St. Paul. Reasonable accommodation requests related to the zoning code and rental code require a public hearing at a City Council meeting before action can be taken. A public hearing notice is mailed to the owners of all properties within 350 feet of the property subject to the request.

This form includes questions that give you an opportunity to provide your relevant information that, if you choose, may include personal health information. If provided, this information will be used by City Staff and the City Council to evaluate your reasonable accommodation request. You are not legally required to provide any personal health information to the City, and you may decline to provide some or all of the information requested. However, please understand that it is your responsibility to provide enough information to establish the need for the requested accommodation.

Please Note: The City is governed by the Minnesota Government Data Practices Act ("MGDPA") which requires that all data provided to the City be considered public data unless otherwise protected under MGDPA or other relevant law. It is possible that some types of data you choose to provide may be protected. But currently, health information provided for a reasonable accommodation request is not protected under the MGDPA. This means that information you provide to the City for this request may be considered public data.

Date of Request:

Person needing accommodation/modification:

Name: [REDACTED] Ringstad

Address: 400 12th Ave. n. South St. Paul, MN 55075

Email: [REDACTED]

Phone: [REDACTED]

Person making request (if different from person needing accommodation/modification):

Name: Abygayl and Tanner Ringstad

Address: 400 12th Ave. n. South St. Paul, MN 55075

Email: [REDACTED]

Phone: [REDACTED]

Relationship to person needing accommodation/modification: Parents

Accommodation Information:

Date accommodation/modification is needed:

Address and/or room of accommodation/modification: 400 12th Ave. n. South St. Paul, MN 55075

Please describe the disability for which you request accommodation/modification [You may attach additional documentation or information as you choose]:

██████ has been diagnosed with ADHD, an anxiety disorder, and VACTERL association, and requires ongoing medical and developmental support. Due to significant challenges with impulse control, emotional regulation, and safety awareness, he requires constant supervision in daily activities. When upset, he may act impulsively or attempt to run away, creating serious safety concerns in an unfenced yard. ██████ also qualifies for services through the CADI waiver, reflecting the high level of care and supervision he requires. A fenced yard is necessary to provide a safe environment, reduce safety risks, and allow him to safely access and enjoy the outdoor area of the home.

Type of accommodation/modification requested (please be specific) [You may attach additional documentation or information as you choose]:

Request for a reasonable modification to permit the installation of a secure residential fence surrounding the backyard of our home. The fence would provide a safe, enclosed outdoor area for my son ██████ whose disability affects his ability to recognize dangers, remain within property boundaries, and avoid wandering/elopement. The requested fence is necessary to reduce significant safety risks, prevent injury, and allow ██████ equal use and enjoyment of our home and outdoor living space.

Please explain why the accommodation/modification is needed to make a City service, program, activity, or housing available to you (or available to the person(s) on whose behalf you are applying). [You may attach additional documentation or information as you choose]:

Due to [REDACTED]'s disability-related medical condition, a fenced area is needed to provide a safe, secure, and accessible environment. [REDACTED]'s condition creates significant safety concerns when outdoors, including the risk of wandering, injury, or other situations that could place him at risk. Continuous supervision outdoors can be difficult, making a secure fence necessary to ensure his safety and well-being.

The fence will allow [REDACTED] to safely access and use the outdoor area associated with the home, participate in daily activities, and enjoy the property in a manner comparable to others. Without this accommodation, his disability creates barriers that limit his ability to safely use and enjoy the property and poses ongoing health and safety concerns.

This requested accommodation directly addresses the limitations caused by [REDACTED]'s disability and is necessary to provide equal access to housing, promote independence, and ensure a safe living environment.

Denial of this request would significantly limit [REDACTED]'s ability to safely access and use the outdoor area of his home due to his disabilities.

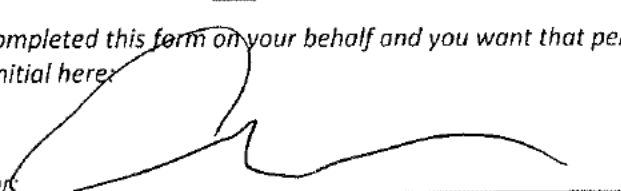
[REDACTED]'s documented disabilities, need for constant supervision, impairments in safety awareness and impulse control, and risk of elopement establish a clear disability-related need for a secure fenced yard. The requested accommodation is reasonable, necessary, and directly tied to his health, safety, and equal use and enjoyment of the property.

How would you like to be notified of the status of your request?:

Phone ☒ Email ☒ Writing ☐ Other (specify: _____)

If someone else has completed this form on your behalf and you want that person to be notified of the status of your request, please initial here:

Signature of Requestor



Date:

ATTACHMENT 6
NEIGHBOR SUPPORT LETTERS (REDACTED)

Dear Neighbor,

We hope you are doing well. We are writing to inform you of our plan to install a private fence on our property at: 400 12th Ave. N. South St. Paul, MN 55075.

The purpose of this fence is to ensure the safety and well-being of a member of our household, [REDACTED], who has specific safety and accessibility needs. We want to be respectful of privacy, but also share that this request is being made to support those needs rather than for aesthetic reasons. A prior request was denied due to aesthetic considerations, and we are working to address this appropriately.

The fence will be installed entirely within our property boundaries and in accordance with applicable city requirements, pending approval.

Fence details:

- Location: Along the north, east, and south property lines
- Height: 6 feet
- Material: white vinyl fencing
- Timeline: As soon as possible, pending city approval and neighbor acknowledgment

As part of the city's process, we are being asked to confirm that nearby neighbors are aware of the project and do not have concerns. We value being good neighbors and appreciate your understanding and support.

If you have any questions, please feel free to contact us at [REDACTED] or [REDACTED].

Thank you for your time and consideration.

Sincerely,
Abygayl, Tanner, and [REDACTED] Ringstad

Neighbor Acknowledgment

I, the undersigned, acknowledge that I have been informed of the proposed fence installation at the property listed above. I understand the purpose is related to safety and accessibility needs, and I have no objection to its construction as described.

Neighbor Name (print): Amy Larson
Address: 300 12th Ave N
Signature: Amy Larson
Date: 7/3/26

Dear Neighbor,

We hope you are doing well. We are writing to inform you of our plan to install a private fence on our property at: 400 12th Ave. N. South St. Paul, MN 55075.

The purpose of this fence is to ensure the safety and well-being of a member of our household, [REDACTED], who has specific safety and accessibility needs. We want to be respectful of privacy, but also share that this request is being made to support those needs rather than for aesthetic reasons. A prior request was denied due to aesthetic considerations, and we are working to address this appropriately.

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If you have any questions, please feel free to contact us at [REDACTED] or [REDACTED].

Thank you for your time and consideration.

Sincerely,
Abygail, Tanner, and [REDACTED] Ringstad

Neighbor Acknowledgment

I, the undersigned, acknowledge that I have been informed of the proposed fence installation at the property listed above. I understand the purpose is related to safety and accessibility needs, and I have no objection to its construction as described.

Neighbor Name (print): Bryan & Mary Wickelsson

Address: 401 12th Ave No, SSP

Signature: [Signature] [Signature]

Date: 7/3/2026 7/3/2026

Dear Neighbor,

We hope you are doing well. We are writing to inform you of our plan to install a private fence on our property at: 400 12th Ave. N. South St. Paul, MN 55075.

The purpose of this fence is to ensure the safety and well-being of a member of our household, [REDACTED], who has specific safety and accessibility needs. We want to be respectful of privacy, but also share that this request is being made to support those needs rather than for aesthetic reasons. A prior request was denied due to aesthetic considerations, and we are working to address this appropriately.

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If you have any questions, please feel free to contact us at [REDACTED] or [REDACTED].

Thank you for your time and consideration.

Sincerely,
Abygayl, Tanner, and [REDACTED] Ringstad

Neighbor Acknowledgment

I, the undersigned, acknowledge that I have been informed of the proposed fence installation at the property listed above. I understand the purpose is related to safety and accessibility needs, and I have no objection to its construction as described.

Neighbor Name (print): Kristen Wagner

Address: 339 12th ave N

Signature: Kristen Wagner

Date: 7/6/24

Dear Neighbor,

We hope you are doing well. We are writing to inform you of our plan to install a private fence on our property at: 400 12th Ave. N. South St. Paul, MN 55075.

The purpose of this fence is to ensure the safety and well-being of a member of our household, [REDACTED], who has specific safety and accessibility needs. We want to be respectful of privacy, but also share that this request is being made to support those needs rather than for aesthetic reasons. A prior request was denied due to aesthetic considerations, and we are working to address this appropriately.

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If you have any questions, please feel free to contact us at [REDACTED] or [REDACTED].

Thank you for your time and consideration.

Sincerely,
Abygayl, Tanner, and [REDACTED] Ringstad

Neighbor Acknowledgment

I, the undersigned, acknowledge that I have been informed of the proposed fence installation at the property listed above. I understand the purpose is related to safety and accessibility needs, and I have no objection to its construction as described.

Neighbor Name (print): Cheryl Young

Address: 408 12th Ave No

Signature: Cheryl Young

Date: July 2nd 2026

Dear Neighbor,

We hope you are doing well. We are writing to inform you of our plan to install a private fence on our property at: 400 12th Ave. N. South St. Paul, MN 55075.

The purpose of this fence is to ensure the safety and well-being of a member of our household, [REDACTED], who has specific safety and accessibility needs. We want to be respectful of privacy, but also share that this request is being made to support those needs rather than for aesthetic reasons. A prior request was denied due to aesthetic considerations, and we are working to address this appropriately.

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If you have any questions, please feel free to contact us at [REDACTED] or [REDACTED].

Thank you for your time and consideration.

Sincerely,
Abygayl, Tanner, and [REDACTED] Ringstad

Neighbor Acknowledgment

I, the undersigned, acknowledge that I have been informed of the proposed fence installation at the property listed above. I understand the purpose is related to safety and accessibility needs, and I have no objection to its construction as described.

Neighbor Name (print): Rob and Annalisa Espersen

Address: 1016 4th St N South St Paul MN 55075

Signature: [Handwritten Signature]

Date: 7/4/26

Dear Neighbor,

We hope you are doing well. We are writing to inform you of our plan to install a private fence on our property at: 400 12th Ave. N. South St. Paul, MN 55075.

The purpose of this fence is to ensure the safety and well-being of a member of our household, [REDACTED], who has specific safety and accessibility needs. We want to be respectful of privacy, but also share that this request is being made to support those needs rather than for aesthetic reasons. A prior request was denied due to aesthetic considerations, and we are working to address this appropriately.

The fence will be installed entirely within our property boundaries and in accordance with applicable city requirements, pending approval.

Fence details:

- Location: Along the north, east, and south property lines
- Height: 6 feet
- Material: white vinyl fencing
- Timeline: As soon as possible, pending city approval and neighbor acknowledgment

As part of the city's process, we are being asked to confirm that nearby neighbors are aware of the project and do not have concerns. We value being good neighbors and appreciate your understanding and support.

If you have any questions, please feel free to contact us at [REDACTED] or [REDACTED].

Thank you for your time and consideration.

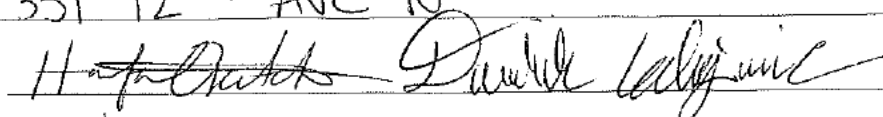
Sincerely,
Abygayl, Tanner, and [REDACTED] Ringstad

Neighbor Acknowledgment

I, the undersigned, acknowledge that I have been informed of the proposed fence installation at the property listed above. I understand the purpose is related to safety and accessibility needs, and I have no objection to its construction as described.

Neighbor Name (print): Lominic Caliguire, Hanifa Oketch

Address: 351 12th Ave N

Signature: 

Date: 7/5/26

Dear Neighbor,

We hope you are doing well. We are writing to inform you of our plan to install a private fence on our property at: 400 12th Ave. N. South St. Paul, MN 55075.

The purpose of this fence is to ensure the safety and well-being of a member of our household, [REDACTED], who has specific safety and accessibility needs. We want to be respectful of privacy, but also share that this request is being made to support those needs rather than for aesthetic reasons. A prior request was denied due to aesthetic considerations, and we are working to address this appropriately.

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Thank you for your time and consideration.

Sincerely,
Abygayl, Tanner, and [REDACTED] Ringstad

Neighbor Acknowledgment

I, the undersigned, acknowledge that I have been informed of the proposed fence installation at the property listed above. I understand the purpose is related to safety and accessibility needs, and I have no objection to its construction as described.

Neighbor Name (print): Jasmine Finley & Sam Schleper

Address: 352 12th Ave N

Signature: [Signature]

Date: 7/9/26

Dear Neighbor,

We hope you are doing well. We are writing to inform you of our plan to install a private fence on our property at: 400 12th Ave. N. South St. Paul, MN 55075.

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Thank you for your time and consideration.

Sincerely,
Abygayl, Tanner, and [REDACTED] Ringstad

Neighbor Acknowledgment

I, the undersigned, acknowledge that I have been informed of the proposed fence installation at the property listed above. I understand the purpose is related to safety and accessibility needs, and I have no objection to its construction as described.

Neighbor Name (print): Melissa & Chelsi Young

Address: 346 12th Ave N, So. St. Paul MN, 55075

Signature: *Chelsi Young*

Date: 6/30/24

Dear Neighbor,

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If you have any questions, please feel free to contact us at [REDACTED] or [REDACTED].

Thank you for your time and consideration.

Sincerely,
Abygayl, Tanner, and [REDACTED] Ringstad

Neighbor Acknowledgment

I, the undersigned, acknowledge that I have been informed of the proposed fence installation at the property listed above. I understand the purpose is related to safety and accessibility needs, and I have no objection to its construction as described.

Neighbor Name (print): Debra McKinnon

Address: 340 12th Ave North, South St. Paul, MN

Signature: [Signature]

Date: July 1, 2026

Dear Neighbor,

We hope you are doing well. We are writing to inform you of our plan to install a private fence on our property at: 400 12th Ave. N. South St. Paul, MN 55075.

The purpose of this fence is to ensure the safety and well-being of a member of our household, [REDACTED], who has specific safety and accessibility needs. We want to be respectful of privacy, but also share that this request is being made to support those needs rather than for aesthetic reasons. A prior request was denied due to aesthetic considerations, and we are working to address this appropriately.

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If you have any questions, please feel free to contact us at [REDACTED] or [REDACTED].

Thank you for your time and consideration.

Sincerely,
Abygayl, Tanner, and [REDACTED] Ringstad

Neighbor Acknowledgment

I, the undersigned, acknowledge that I have been informed of the proposed fence installation at the property listed above. I understand the purpose is related to safety and accessibility needs, and I have no objection to its construction as described.

Neighbor Name (print): Ken Schmidt

Address: 1010 4th St, N.O.

Signature: [Signature]

Date: July 3, 2026

Dear Neighbor,

We hope you are doing well. We are writing to inform you of our plan to install a private fence on our property at: 400 12th Ave. N. South St. Paul, MN 55075.

The purpose of this fence is to ensure the safety and well-being of a member of our household, [REDACTED], who has specific safety and accessibility needs. We want to be respectful of privacy, but also share that this request is being made to support those needs rather than for aesthetic reasons. A prior request was denied due to aesthetic considerations, and we are working to address this appropriately.

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If you have any questions, please feel free to contact us at [REDACTED] or [REDACTED].

Thank you for your time and consideration.

Sincerely,
Abygayl, Tanner, and [REDACTED] Ringstad

Neighbor Acknowledgment

I, the undersigned, acknowledge that I have been informed of the proposed fence installation at the property listed above. I understand the purpose is related to safety and accessibility needs, and I have no objection to its construction as described.

Neighbor Name (print): EMILY & RYAN OLSEN

Address: 343 12TH AVE N

Signature: [Handwritten Signature]

Date: 07/08/2026

Dear Neighbor,

We hope you are doing well. We are writing to inform you of our plan to install a private fence on our property at: 400 12th Ave. N. South St. Paul, MN 55075.

The purpose of this fence is to ensure the safety and well-being of a member of our household, [REDACTED], who has specific safety and accessibility needs. We want to be respectful of privacy, but also share that this request is being made to support those needs rather than for aesthetic reasons. A prior request was denied due to aesthetic considerations, and we are working to address this appropriately.

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Thank you for your time and consideration.

Sincerely,
Abygayl, Tanner, and [REDACTED] Ringstad

Neighbor Acknowledgment

I, the undersigned, acknowledge that I have been informed of the proposed fence installation at the property listed above. I understand the purpose is related to safety and accessibility needs, and I have no objection to its construction as described.

Neighbor Name (print): PAULETTE CARLSON

Address: 359- 12th AVE. No. SOUTH ST. PAUL, MN. 55075

Signature: Paulette Carlson

Date: 7/7/2022

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-93

**APPROVING A REASONABLE ACCOMMODATION REQUEST FOR A PRIVACY
FENCE AT 400 12th AVENUE NORTH**

WHEREAS, the City received an application from Abygayl and Tanner Ringstad seeking a reasonable accommodation under the Americans with Disabilities Act (ADA) to place a 6-foot vinyl privacy fence in the street side yard of their corner lot; and

WHEREAS, the zoning code contains a provision that prevents the construction of the proposed fence due to the configuration of the block and only allows a 4-foot fence in the yard area where the fence is proposed; and

WHEREAS, the Applicants have stated that their 8-year-old child has disabilities that affect impulse control and he may try to run away by escaping their yard which is currently secured by a 4-foot-tall chain link fence; and

WHEREAS, the Applicants' social worker has submitted a letter stating that their child is able to climb the existing 4-foot-tall chain link fence and a taller fence is needed to ensure his safety; and

WHEREAS, the Applicants have supplied documentation detailing their child's disabilities and the City does not dispute that the child has qualifying disabilities.; and

WHEREAS, the subject property is located at 400 12th Avenue North and is legally described on EXHIBIT A, attached hereto and incorporated herein; and.

WHEREAS, the City Council held a public hearing on the application at their August 3, 2026 meeting, preceded by a mailed notice as required by local ordinance; and

WHEREAS, the City Council has considered the application, the recommendation of City Staff, 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 City Council as stated in the Planner's report dated August 3, 2026 regarding this matter are hereby adopted and included herein by reference including the following documents:

- a. Site Location Map
- b. Photographs of Existing Chain Link Fence
- c. Depiction of Code Requirement that Reasonable Accommodation Request Seeks to Deviate From
- d. Applicant's Site Plan for Proposed Fence
- e. Reasonable Accommodation Request- Redacted
- f. Neighbor Support Letters- Redacted

2. Findings.

A. The City Council determined that the proposed reasonable accommodation request is not consistent with the criteria listed in City Code Section 2-3:

(1) Whether there is a qualifying disability;

The Applicants' child has a qualifying disability.

(2) Whether the requested accommodation is needed to allow a disabled person equal opportunity to use and enjoy the services, programs or activities of the city or equal opportunity to use and enjoy a dwelling or live in a particular neighborhood as a person without disabilities

A primary reason that many families seek to live in a single-family home is so their children have the benefit of playing outdoors in a private yard. The Applicants have submitted substantial evidence that their child's specific disability does result in impulsive behavior that could result in a dangerous escape from their back yard if it is not securely fenced. The requested accommodation is necessary for the Applicants' child to have equal opportunity to enjoy his back yard.

(3) Whether the requested accommodation is reasonable considering the potential impact on surrounding uses, the extent to which the accommodation meets the stated need, and other alternatives that may meet that need;

The accommodation is reasonable. It is common for corner lot street side yards to have privacy fencing and the project that the Applicants are proposing would be allowed automatically in residential neighborhoods in many communities. South St. Paul's fence ordinance contains a provision that would prohibit the proposed fence due to curb appeal goals along residential side streets. The Applicants are not proposing to install the proposed fence directly along the street side property line so there will still be a landscaped area outside of the fence to partially achieve those goals. Additionally, the fence will not butt up directly against the adjacent private property to the east. The proposed fence will not have an undue negative impact on any surrounding uses.

(4) If the requested accommodation relates to the Zoning Code or Rental Code, the physical limitations of the building and site;

The site does not have any physical limitations that prevent the installation of fencing.

(5) Whether the request would constitute a fundamental alteration of the City's regulations, policies, or procedures;

The request would not constitute a fundamental alteration of City regulations, policies, or procedures. There are privacy fences in corner lot street side yards around the community. The placement and design of the Applicant's proposed fence will mitigate some of issues that likely motivated the adoption of the ordinance that prevents the subject property from automatically being able to have a privacy fence in the street side yard. The Applicant is leaving a green space between their fence and the public sidewalk along the side street. Additionally, the proposed fence will be located over 20 feet away from the adjacent property to the east.

- (6) Whether the request would impose an undue financial or administrative burden on the city.

Granting the reasonable accommodation would not impose an undue administrative burden on the city. A reasonable accommodation is not a land right so the proposed fence will not have the automatic right to remain indefinitely if the Applicants and their child someday stop living at 400 12th Avenue North. The City Council could, in theory, revoke the reasonable accommodation in the future if the family moves and the reasonable accommodation is no longer needed. This would be a low priority and a low administrative burden. Any future owner of the subject property will have the right to seek a variance under the terms of City Code Section 118-39 to continue to have a privacy fence in their street side yard. There is also a chance that the City Code will change in the future and this type of fence project will be allowed automatically as it already is in many communities.

- B. The City Council hereby approves the reasonable accommodation request subject to the following conditions:

1. **Fence Permit Required.** The Applicant shall obtain a fence permit prior to constructing the fence.
2. **Fence Project Shall Follow the Proposed Site Plan.** The fence project shall be reasonably consistent with the proposed site plan which shows the fence sitting at the top of the hill along 4th Street North and located west of the Applicants' detached garage.
3. **Maximum Fence Height.** The fence in the street side yard may not exceed 6 feet in height.
4. **Fencing Materials.** The privacy fence shall be constructed out of vinyl or an equivalent quality fencing material. Chain link fencing with privacy slats may not be utilized.
5. **Reasonable Accommodation is Not a Land Right.** The reasonable accommodation is granted to Abygayl and Tanner Ringstad for the benefit of their 8-year-old child. The reasonable accommodation is not a land right and does not run with the land.
6. **Continued Compliance.** The city may review this accommodation in the future on its own initiative or upon receipt of credible complaints regarding misuse of

the accommodation. The accommodation may be modified or revoked if the city determines that the conditions of approval have been materially violated or the accommodation is no longer reasonable or no longer needed to prevent barriers to persons with disabilities. Reviews under this subsection shall be conducted by City Staff and, if a modification or revocation is recommended, considered by the City Council following a hearing.

Adopted this 3rd day of August, 2026

City Clerk

Exhibits

- 1- Legal Description

EXHIBIT 1
LEGAL DESCRIPTION

Real Property in the City of South St. Paul, Dakota, County, Minnesota, legally described as:

The South half of Lots 9, 10, and 11, in Block 3, of Highland Heights.

Torrens Certificate No. 186653