

City of South St. Paul

CITY COUNCIL

COUNCIL CHAMBERS

125 3RD AVE NORTH

SOUTH ST. PAUL, MN 55075

Tuesday, February 20, 2024

7:00 p.m.

(If you use the hearing assistance PA system, please remove your hearing aid so it does not cause a feedback problem.)

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. PRESENTATIONS:

A. South St. Paul Lions Club Donation to the Police Department

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

7. AGENDA:

A. Approval of Agenda

Action – Motion to Approve

Action – Motion to Approve as Amended

8. CONSENT AGENDA:

All items listed on the Consent Agenda are items, which are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

A. City Council Meeting Minutes of February 5, 2024

B. Accounts Payable

C. Business Licenses

D. Approve Bid from WWGoetsch Associates Inc for the Purchase of a Sewer Grinder and Installation at Waterous Sanitary Sewer Lift Station

E. Accept Donation from the South St. Paul Lions Club

F. Approve Assignment of Lease at the Fleming Field Airport

- G. Approve Right of First Refusal with Hans Meyer at the Fleming Field Airport
- H. Approve Right of First Refusal with Showcat, LLC at the Fleming Field Airport
- I. Accept Donation from Twin City Hide
- J. Authorize Submission of MN/DNR Outdoor Recreation Grant
- K. Approve Stormwater Maintenance Agreement

9. PUBLIC HEARINGS:

- A.

10. GENERAL BUSINESS:

- A. First Reading- Ordinance Amendment Updating Subdivision Regulations for Lot Splits and Updating Zoning Requirements for Residential Properties
- B. First Reading- Ordinance Creating Performance Standards for Outdoor Dining
- C. Boards/Commission Appointments

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. CLOSED SESSION

- A. Closed session pursuant to Minnesota Statutes 13.D05, Subd. 3 (b) for a confidential attorney – client discussion regarding litigation for 404 Orchard Lane

13. ADJOURNMENT:

**SOUTH ST. PAUL CITY COUNCIL
MINUTES OF FEBRUARY 5, 2024**

8-A

1. Mayor Francis called the regular meeting of the City Council to order at 7:00 PM on February 5, 2024.

2. **ROLL CALL:**
Present: Council Members, Bakken, Hansen, Kaliszewski, Podgorski, Seaberg, Thompson, Mayor Francis

Absent: None

Staff Present: City Administrator, Ryan Garcia
City Attorney, Aaron Price
City Clerk, Deanna Werner
City Engineer, Nick Guilliams
City Planner, Michael Healy

3. Deanna Werner gave the invocation.

4. Pledge of Allegiance

5. Presentations:
 - A. Presentation: Concord Steet Improvements Project – City Engineers Association 2023 Project of the Year Honorable Mention Award

6. Citizen Comments: Michael Gould

7. **Agenda**
Moved by: Seaberg/Thompson
Moved: To approve the agenda.
Vote: 7 ayes / 0 nays, motion carried.

8. **Consent Agenda**

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

- A. City Council Meeting Minutes of January 16, 2024.
- B. Accounts Payable, Resolution 2024-021.
- C. Business Licenses.
- D. Purchase two - Zero Turn Mowers from Midwest Machinery Co.
- E. Purchase Scheduled Replacement Computers and IT Equipment.
- F. City of South St. Paul's 2024 Emergency Operations Plan, Resolution 2024-016.
- G. Amendment to Professional Services Agreement with SRF Consulting Group for the Wakota Scenic Trailhead Project
- H. Declare Certain City Property Surplus and Approve Donation, Resolution 2024-017.
- I. Declare Certain City Property Surplus and Approve Sale, Resolution 2024-018.

- J. Approve the reappointment of Dennis Wippermann as Public Member of the South Metro Fire Department board of Directors, Resolution 2024-019.
- K. Approve Shade Tree Bonding Grant Agreement with Minnesota Department of Natural Resources.
- L. Approve JPA with Dakota County described as Healthy Neighborhood Community Partner Grant (SHIP), Resolution 2024-020.
- M. Approve Encroachment Agreement for 1959 Butler Avenue.
- N. Appoint Election Judges for March 5th, 2024, Presidential Nominating Primary, Resolution 2024-024.

Moved by: Kaliszewski/Bakken

Vote: 7 ayes / 0 nays, motion carried.

9. Public Hearings: None

10. General Business:

- A. 2nd Reading, Ordinance # 1419, Allowing Dynamic Display Off-Premises Signs in the GB-General Business Zoning District

Moved by: Seaberg/Podgorski

Moved: Adoption of Ordinance # 1419, Allowing Dynamic Display Off-Premises Signs in the GB-General Business Zoning District.

Vote: 7 ayes / 0 nays, motion carried.

- B. Conditional Use Permit for Blue Ox Media Group's Proposed Dynamic Display Off-Premises Sign, Resolution 2024-023.

Moved by: Hansen/Bakken

Moved: Approval of Resolution 2024-023, a Conditional Use Permit for Blue Ox Media Groups Dynamic Display Off-Premises Sign.

Vote: 7 ayes / 0 nays, motion carried.

- C. Lease Agreement with Blue Ox Media Group

Moved by: Hansen/Kaliszewski

Moved: Approval of Resolution 2024-024, a lease agreement with Blue Ox Media Group.

Vote: 7 ayes / 0 nays, motion carried.

- D. 2nd Reading, Ordinance #1418, Updating Zoning Standards for Permitted Encroachments, Accessory Structures, and Nonconforming Buildings.

Moved by: Thompson/Bakken

Moved: Adoption of Ordinance #1418, updating zoning standards for permitted encroachments, accessory structures, and nonconforming buildings.

Vote: 7 ayes / 0 nays, motion carried.

E. 463 Action for Hazardous Building at 1221 9th Avenue South

Moved by: Podgorski/Kaliszewski

Moved: Approval of Resolution 2024-022, an order to raze and remove the hazardous structures at 1221 9th Avenue South in South St. Paul.

Vote: 7 ayes / 0 nays, motion carried.

11. Mayor and Council Communication

12. Adjournment

Moved by: Podgorski/Seaberg

Moved: Adjourn the meeting.

Vote: 7 ayes / 0 nays, motion carried.

The meeting was adjourned at 8:15 PM.

Approved:

City Clerk



City Council Agenda
Date: February 20, 2024
Department: Finance
Prepared by: Jeff Hines
Administrator: RG

8-B

Agenda Item: Accounts Payable

Action to be considered:

Motion to Adopt Resolution 2024-032 approving accounts payable.

Overview:

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

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-032

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:

149640-149759	\$ 1,281,416.30
2024036-2024045	193,203.04
800995-801003	<u>192,075.72</u>
Total	\$ 1,666,695.06

Adopted this 20th day of February, 2024.

Deanna Werner, City Clerk

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
149640	2/9/2024		13118 LAW ENFORCEMENT LABOR SERVICES							
		2,044.50			111182	02062412103917	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>2,044.50</u>								
149641	2/9/2024		1842 LOCAL 120							
		2,691.00			111185	0206241210394	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>2,691.00</u>								
149642	2/12/2024		5257 AL SERVICES LLC							
		1,320.00	REWIRE ARMOUR AVE ST LIGHTS		111105	0628-283	50615.6371		REPAIRS & MAINT CONTRACTUAL	STREET LIGHT UTILITY
		300.00	DISCONN WARMHOUSE@MCMARROW		111106	0628-288	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		<u>1,620.00</u>								
149643	2/12/2024		6707 ASSA ABLOY GLOBAL SOLUTIONS INC							
		1,149.26	NM 1/2 DOWN-LOCK CASE		111104	SQ200245325-2	50677.6390.1		TELEPHONE-SECURITY	NAN MCKAY APT BLDG
		1,149.26	JC 1/2 DOWN-LOCK CASE		111104	SQ200245325-2	50678.6390.1		TELEPHONE-SECURITY	JOHN CARROLL APT BLDG
		<u>2,298.52</u>								
149644	2/12/2024		3910 ASTLEFORD INTERNATIONAL MINNEAPOLIS							
		1,458.78	RPR NO PWR/ENG LGT #333		111010	01S9308	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>1,458.78</u>								
149645	2/12/2024		1087 BAUER BUILT TIRE & SERVICE							
		1,483.14	TIRES #336		111011	518024951	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		311.70	RPL DR AXLE/TIRE MOUNT #331		111012	518025059	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>1,794.84</u>								
149646	2/12/2024		5978 BAUER SERVICES							
		3,097.50	RPR WTR BREAK-335 STANLEY		111013	01232024-6016	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		355.13	HAUL SAND/ROCK/CLASS 5		111015	01162024-6019	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		355.11	HAUL SAND/ROCK/CLASS 5		111015	01162024-6019	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		355.13	HAUL SAND/ROCK/CLASS 5		111015	01162024-6019	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		355.13	HAUL SAND/ROCK/CLASS 5		111015	01162024-6019	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		3,425.00	RPR WTR BREAK-603 17TH		111017	01202024-6014	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		3,325.00	RPR WTR BREAK-241 23RD A S		111018	01222024-6029	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		5,300.00	(2) BEARINGS@GRAND PMP STN		111019	01112024-6028	50610.6371		REPAIRS & MAINT CONTRACTUAL	STORM WATER UTILITY
		4,300.00	RPR BREAK-WARBRTON & 8TH		111020	01132024-6017	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		4,250.00	RPR WTR BREAK-9TH & SPRUCE		111030	01142024-6018	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		595.09	HAUL CLASS 5		111226	01112024-6013	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		595.09	HAUL CLASS 5		111226	01112024-6013	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		595.09	HAUL CLASS 5		111226	01112024-6013	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
149655	2/12/2024		14352 EUROFINS EASTON ANALYTICAL LLC						Continued...	
149656	2/12/2024		1380 FACTORY MOTOR PARTS							
		51.12	WEATHER REPEL		111026	1-9315834	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		281.88	BATTERIES & CORES		111027	1-Z34540	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		332.94	BTRY/WEATHER REPEL/DEF FLUID		111028	1-9356209	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		60.12	DEF FLUID		111029	1-9356437	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>726.06</u>								
149657	2/12/2024		1400 FERGUSON WATERWORKS #2518							
		6,763.96	1-1/2, 3/4 METERS & KITS		111111	0519681	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>6,763.96</u>								
149658	2/12/2024		4117 FOBBE CONTRACTING INC							
		600.00	REBLD HYDRANT- HIT @ 18TH		111031	6486	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>600.00</u>								
149659	2/12/2024		7352 FUCHS, JESSICA							
		84.99	46-(2) PANTS		111032	1/31/24	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>84.99</u>								
149660	2/12/2024		1505 GRAINGER							
		204.32	ACTUATORS/DAMPERS		111033	9970171576	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		<u>204.32</u>								
149661	2/12/2024		11834 GUARDIAN SUPPLY LLC							
		209.97	23-UNIFORM SHIRTS		111034	17175	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		59.99	26-GUN LIGHT SWITCH		111035	17172	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		74.99	04-WINTER UNIFORM SHIRT		111036	17173	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		10.00	48- VELCRO NAME PLATE		111037	17174	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		20.00	C3, C7 VELCRO NAME PLATE		111038	17159	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		19.99	24 - ID PANEL		111039	17111	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		379.95	24-PANTS/BOOTS/KNIFE/ID PANEL		111040	17112	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>774.89</u>								
149662	2/12/2024		7581 HARTFORD, THE							
		2,237.10	LTD JAN24		111112	110682802389	10101.2177		LONG-TERM DISABILITY	GENERAL FUND
		22.43-	RETRO ADJ NOV23		111112	110682802389	10101.2177		LONG-TERM DISABILITY	GENERAL FUND
		6.46-	RETRO ADJ DEC23		111112	110682802389	10101.2177		LONG-TERM DISABILITY	GENERAL FUND
		1,369.30	LIFE-BASIC & VOLUNTARY		111112	110682802389	10101.2178		LIFE INSURANCE	GENERAL FUND
		13.00-	RETRO ADJ NOV23		111112	110682802389	10101.2178		LIFE INSURANCE	GENERAL FUND

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
149662	2/12/2024		7581 HARTFORD, THE						Continued...	
		1.00-	RETRO ADJ DEC23		111112	110682802389	10101.2178		LIFE INSURANCE	GENERAL FUND
		125.99	CRITICAL ILLNESS		111112	110682802389	10101.2183		HARTFORD CRITICAL ILLNESS	GENERAL FUND
		249.76	ACCIDENT COVERAGE		111112	110682802389	10101.2184		HARTFORD ACCIDENT POLICY	GENERAL FUND
		15.00	RETRO ADJ DEC23		111112	110682802389	10101.2184		HARTFORD ACCIDENT POLICY	GENERAL FUND
		1,113.23	SHORT TERM DISABILITY		111112	110682802389	10101.2185		SHORT TERM DISABILITY	GENERAL FUND
		15.70	RETRO ADJ DEC23		111112	110682802389	10101.2185		SHORT TERM DISABILITY	GENERAL FUND
		2,276.74	LTD FEB24		111113	110683519043	10101.2177		LONG-TERM DISABILITY	GENERAL FUND
		1,386.30	LIFE - BASIC & VOLUNTARY		111113	110683519043	10101.2178		LIFE INSURANCE	GENERAL FUND
		125.99	CRITICAL ILLNESS		111113	110683519043	10101.2183		HARTFORD CRITICAL ILLNESS	GENERAL FUND
		249.76	ACCIDENT COVERAGE		111113	110683519043	10101.2184		HARTFORD ACCIDENT POLICY	GENERAL FUND
		1,113.23	SHORT TERM DISABILITY		111113	110683519043	10101.2185		SHORT TERM DISABILITY	GENERAL FUND
		<u>10,235.21</u>								
149663	2/12/2024		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		252.77	JC MAINT SUPP/TWLS/MOP SUPPLY		111041	9222636609	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		137.28	NM MAINT SUPP/VERT BLIND SLATS		111042	9222595383	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		1,948.84	NM MAINT SUPP/SMK DET/FAUCET		111043	9222595384	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		208.95	JC CLN/MOP HD/FRAME/BLCH		111044	9222259056	50678.6211		CLEANING SUPPLIES	JOHN CARROLL APT BLDG
		251.07	NM CLN/UPRIGHT VACCUM		111045	9222291436	50677.6211		CLEANING SUPPLIES	NAN MCKAY APT BLDG
		263.87	JC MAINT/ANCHORS/FENDR WSHR		111046	9222421124	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		847.82	NM MAINT SUPP/PINS/VERT BLINDS		111048	9222458578	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		323.87	JC MAINT SUPP/CLNRS/TP/TWLS		111122	9222684452	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		703.12	JC MAINT SUPP/TRASH BAGS		111227	9222517653	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>4,937.59</u>								
149664	2/12/2024		1560 HEALTHPARTNERS							
		1,139.34	DENTAL PREMIUMS - MAR24		111123	767358884695	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		<u>1,139.34</u>								
149665	2/12/2024		1615 HUEBSCH OF MINNESOTA							
		74.45	NM-BRUSHMATS-JAN24		111114	20284727	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		74.45	NM-BRUSHMATS-JAN24		111115	20286433	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		74.45	NM-BRUSHMATS-JAN24		111116	20288144	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		74.45	NM-BRUSHMATS-JAN24		111117	20289835	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		77.69	JC-BRUSHMATS-JAN24		111118	20284728	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		77.69	JC-BRUSHMATS-JAN24		111119	20286434	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		77.69	JC-BRUSHMATS-JAN24		111120	20288145	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		77.69	JC-BRUSHMATS-JAN24		111121	20289836	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		4.56	FINANCE CHARGE		111172	20091590	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		4.57	FINANCE CHARGE		111172	20091590	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
149665	2/12/2024		1615 HUEBSCH OF MINNESOTA						Continued...	
		617.69								
149666	2/12/2024		1665 INTOXIMETERS, INC							
		125.00	PBT DRY GAS		111050	752111	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		125.00								
149667	2/12/2024		6642 JOHNSON CONTROLS, INC							
		784.00	JC BOILER3 LOCKOUT SWITCH		111049	1-131950275847	50678.6560		BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		14,382.00	NM MINI SPLIT RPL-BALANCE		111124	00047033962	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		3,895.08	NM EXHAUST FAN MTR RPL		111125	1-131949963661	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		19,061.08								
149668	2/12/2024		14086 JOHNSON, DONNETTA							
		100.00	NM AFTERHR LOCKOUT JAN24		111126	JANUARY2024	50677.6375.1		OTHER CONTR SVCS-KEYPERSON	NAN MCKAY APT BLDG
		100.00								
149669	2/12/2024		13950 JONES, ROBERT							
		200.00	JC CLNR AFTERHRS JAN24		111127	JANUARY2024	50678.6375.1		OTHER CONTR SVCS-KEYPERSON	JOHN CARROLL APT BLDG
		200.00								
149670	2/12/2024		11377 KATH FUEL OIL SERVICE CO.							
		2,662.18	OIL FOR SHOP		111051	791302	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		2,662.18								
149671	2/12/2024		14172 KRUEGER REAL ESTATE ADVISORS							
		6,000.00	JANUARY SVCS EDA		111128	JANUARY2024	20280.6375		OTHER CONTRACTED SERVICES	ECON DEV GENERAL
		6,000.00								
149672	2/12/2024		7503 KWIK TRIP, INC.							
		708.79	FUEL-AIRPORT		111169	02022024	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		6,262.67	FUEL-PUBLIC WORKS		111169	02022024	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		6,422.51	FUEL -POLICE		111169	02022024	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		483.18	FUEL-ENG/CODE/PARKS&REC		111169	02022024	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		13,877.15								
149673	2/12/2024		1864 MACQUEEN EQUIPMENT, LLC							
		1,126.21	HOSE/GASKET/ETC-VACTOR		111076	P55172	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,126.21								
149674	2/12/2024		10922 MCDONOUGH K-9							

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
149674	2/12/2024		10922 MCDONOUGH K-9						Continued...	
		10,000.00	PURCHASE POLICE K-9		111078	24-004	20212.6580	227589	OTHER EQUIPMENT	GRANTS/DONATIONS POLICE
		5,500.00	PATROL/FIREARM TRAINING-K9		111079	24-005	20212.6580	227589	OTHER EQUIPMENT	GRANTS/DONATIONS POLICE
		<u>15,500.00</u>								
149675	2/12/2024		1911 MENARDS, INC-WEST ST PAUL							
		93.76	AIR KIT/BLOW GUNS/HOSE REEL		111052	88599	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		47.98	UTILITY HEATERS		111053	88582	50605.6240		MINOR EQUIPMENT AND FURNITURE	WATER UTILITY
		100.56	FLUORESCENT BULBS		111054	88056	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		36.97	BATTERIES		111055	88084	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		11.99	ADJ PISTOL HOSE NOZZLE		111056	88074	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		69.99	RETD TARP		111057	88073	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		2.39	OUTLET FOR PH7		111058	88037	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		120.30	CLN SUPPLIES/TOTES		111059	87980	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		200.80	LUMBER		111060	88648	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		38.42	MOUNTING TAPE/TAPE		111061	88714	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		16.47	FROGTAPE		111062	88578	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		39.99	WOODLANDS WALL MOUNT		111063	88735	10320.6240		MINOR EQUIPMENT AND FURNITURE	PUBLIC WORKS
		5.70	TWN TALON/CLAMP		111064	88683	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		57.37	BOLTS/HEX NUTS		111065	88694	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		158.16	WASHING/CLN SUPPLIES		111066	88645	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		85.46	LUMBER		111067	88630	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		46.54	WRENCH/TOTE		111068	88441	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>992.87</u>								
149676	2/12/2024		1444 MIDWEST MACHINERY CO							
		82.10	LATCH #3046R		111069	9909498	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		52.97	HING #3046R		111070	9908896	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		404.19	GASKT/DOOR/FUEL SNDR/HINGES		111071	9908610	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,159.58	CAP SCREW/BUSHG/MOUNT#3046R		111072	9905657	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		94.66	RETD HINGES		111073	9910364	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>1,604.18</u>								
149677	2/12/2024		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		1,898.70	SURCHARGE JAN24		111230	JANUARY03715520	10101.2083		SURCHARGES	GENERAL FUND
						24				
		<u>1,898.70</u>								
149678	2/12/2024		2010 MINNESOTA POLLUTION CONTROL AGENCY							
		23.00	MILLER-WSTWTR CERT RENEW		111080	2/2/24	50605.6331		CONFERENCES, TRAINING, TRAVEL	WATER UTILITY
		23.00	KIRCHNER-WSTWTR CERT RENEW		111080	2/2/24	50605.6331		CONFERENCES, TRAINING, TRAVEL	WATER UTILITY

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
149678	2/12/2024		2010 MINNESOTA POLLUTION CONTROL AGENCY						Continued...	
		46.00								
149679	2/12/2024		2014 MINNESOTA RURAL WATER ASS'N							
		275.00	STEENBERG WTR CONF-MAR24		111170	2/6/24	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		275.00								
149680	2/12/2024		9298 NAPA NEWPORT							
		64.95	GLOVES		111077	2514-090057	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		64.95								
149681	2/12/2024		10685 NYSTROM PUBLISHING CO.							
		4,835.67	CITY NEWSLETTER JAN24		111081	47370	10120.6344		NEWSLETTER/BROCHURE	CITY ADMINISTRATION
		1,715.85	POSTAGE		111081	47370	10120.6344		NEWSLETTER/BROCHURE	CITY ADMINISTRATION
		6,551.52								
149682	2/12/2024		2166 O'REILLY AUTO PARTS							
		41.98	DRAIN PAN		111082	1767-339147	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		41.98								
149683	2/12/2024		2240 PLUNKETT'S PEST CONTROL, INC.							
		90.00	JC INSPECS (3)		111129	8378478	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		140.00	JC INSPECTS (1)		111130	8379950	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		330.00	JC INSPECTS (10)LAUND/CAR		111131	8386731	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		60.00	JC INSPECTS (2)		111132	8408242	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		181.90	JC MONTHLY PRG FEE JAN24		111133	8397852	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		30.00	NM INSPEC LAUNDRY RM		111134	8414689	50677.6371.090		MTNCE-EXTERMINATION	NAN MCKAY APT BLDG
		53.50	NM MO PGM FEE JAN24		111135	8399474	50677.6371.090		MTNCE-EXTERMINATION	NAN MCKAY APT BLDG
		60.00	JC INSPECTS #1009 & LAUNDRY		111229	8392668	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		945.40								
149684	2/12/2024		6702 REFERRAL CARPET AND FLOOR SERVICES, INC.							
		150.00	JC#902CLN CARP/KIT/BA FL		111136	42763	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		80.95	NM #812 CLN CARPETS		111137	42253	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		230.95								
149685	2/12/2024		1636 RICOH USA, INC.							
		4.46	NM COPIER 11/1-1/31/24		111083	5068871538	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		9.17	JC COPIER 11/1-1/31/24		111083	5068871538	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		99.18	COPIER USAGE JAN 2024		111084	5068871998	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		160.18	COPIER USAGE JAN 2024		111084	5068871998	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
149693	2/12/2024		2744 VAN PAPER COMPANY						Continued...	
149694	2/12/2024		2751 VERIZON WIRELESS							
		90.02	PW IPAD		111100	9954888313	10320.6390		POSTAGE AND TELEPHONE	PUBLIC WORKS
		60.02	PW-PARKS IPAD		111100	9954888313	10340.6390		POSTAGE AND TELEPHONE	PARKS FACILITIES AND MTNCE
		241.73	ENG		111100	9954888313	10315.6390		POSTAGE AND TELEPHONE	ENGINEERING
		94.93	INSP & HOTSPOT		111100	9954888313	10410.6390		POSTAGE AND TELEPHONE	DEVELOPMENT SERVICES
		40.01	CODE ENF		111100	9954888313	10420.6390		POSTAGE AND TELEPHONE	CODE ENFORCEMENT
		40.01	P&R SPLASH POOL 1395		111100	9954888313	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		40.01	P&R NV POOL 6658		111100	9954888313	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		40.01	POLICE 4G MOBILE 4703		111100	9954888313	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		124.47	HOUSING		111100	9954888313	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		240.06	PW-H2O		111100	9954888313	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		40.01	PW-SAN SEW NE LIFT 2971		111100	9954888313	50606.6390		POSTAGE AND TELEPHONE	SEWER UTILITY
		120.07	PW STORM LIFT 7714/7983/2875		111100	9954888313	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		<u>1,171.35</u>								
149695	2/12/2024		6765 VER-TECH, INC							
		193.15	NM SVC&PARTS-COMPACTOR		111098	INV722935	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		174.10	JC SVC&PARTS-COMPACTOR		111099	INV722936	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>367.25</u>								
149696	2/12/2024		13833 WEST, GREGORY							
		200.00	AFTERHR LOCK JAN24		111101	JANUARY2024	50678.6375.1		OTHER CONTR SVCS-KEYPERSON	JOHN CARROLL APT BLDG
		<u>200.00</u>								
149697	2/12/2024		2849 XCEL ENERGY							
		614.36	SPLASH POOL		111139	863144042	10527.6385		UTILITY SERVICE	SPLASH POOL
		117.19	NORTHVIEW POOL		111139	863144042	10528.6385		UTILITY SERVICE	NORTHVIEW POOL
		2,027.35	PARKS		111139	863144042	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		548.98	ST LGT UTILITY FUND		111139	863144042	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		5,215.92	WATER -JAN24		111140	863504818	50605.6385		UTILITY SERVICE	WATER UTILITY
		4,531.88	PUBLIC WORKS		111141	862965787	10320.6385		UTILITY SERVICE	PUBLIC WORKS
		244.71	SEWER		111141	862965787	50606.6385		UTILITY SERVICE	SEWER UTILITY
		397.37	STORM WATER UTILITY FUND		111141	862965787	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		271.49	STREET LIGHT UTILITY FUND		111141	862965787	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		8.16	SPEED UNIT@203 14TH A S		111142	863019643	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		39.37	ELEC CHGS-228 HARDMAN A S		111143	862929590	50606.6385		UTILITY SERVICE	SEWER UTILITY
		8.16	LGT@WAKOTA/545 HARDMAN		111144	862982486	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		8.82	UNIT LGT @ 1115 SVB		111145	863031236	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		38.21	LGT 494&7TH -940 7TH A S		111146	863004507	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
149697	2/12/2024		2849 XCEL ENERGY						Continued...	
		59.95	LGT 494&7TH -1120 7TH A		111147	863005720	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		188.59	UNIT LIGHT 497 CONCORD ST		111148	863063946	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		116.26	LGT 400 WENTWORTH BY RDBT		111149	863004030	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		32.57	ELEC CHGS-1417 4TH-SEIDL		111150	863048526	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		31.10	GAS CHGS-681 VERDEROSA		111151	862997736	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		215.17	UNIT OUTLET -159 3RD AVE S		111152	863018357	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		216.02	ST LIGHT 535 5TH AVE S		111153	862868794	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		1,365.26	LIBRARY LIGHTS		111154	862781250	10330.6385		UTILITY SERVICE	BUILDINGS
		144.64	LGT BRYANT BRIDGE/922 CONCORD		111155	863063640	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		46.99	ELEC CHRGE POLICE STORAGE GAR		111156	863020781	10210.6385		UTILITY SERVICE	POLICE PROTECTION
		2,368.27	AIRPORT-JAN		111157	862976391	20245.6385		UTILITY SERVICE	AIRPORT
		86.58	UNIT LGT-1301 CONCORD ST		111158	863055254	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		10.47	ELEC CHG-701 HARDMAN		111159	863043031	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		88.45	LGT 555 HARDMAN/251 BRIDGEPT		111160	863000707	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		10.94	LGT BROMLEY ICE RINK		111161	862985229	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		223.39	UNIT LGT-437 CONCORD		111162	863027654	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		234.21	ELEC CHGS-681 VERDEROSA		111163	862991517	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		298.65	LGTS@KAPOSIA LANDG/800 BRYANT		111164	863005737	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		88.70	LGT@1129 19TH A N		111165	862991042	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		454.77	PED WALKWAY LIGHTS		111166	862957299	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		45.69	UNIT LGT-140 8TH A N		111167	862922575	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		298.46	12/27-1/29/24 OFFICE		111199	863043974	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		12,667.90	12/27-1/29/24-ARENA		111200	863502714	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		33,365.00								
149698	2/12/2024		14351 XIONG, ZAI							
		200.00	NM AFTERHR LOCKOUT JAN24		111102	JANUARY2024	50677.6375.1		OTHER CONTR SVCS-KEYPERSON	NAN MCKAY APT BLDG
		200.00								
149699	2/12/2024		2863 ZARNOTH BRUSH WORKS							
		199.00	WELD IDLER #3046R		111103	0196769-IN	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		199.00								
149700	2/20/2024		1016 ACE HARDWARE & PAINT							
		16.99	REMOTE BATTERY		111173	549446/5	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		5.56	1.5" PVC COUPLERS		111191	549439/5	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		37.98	GFCI OUTLET&GROUND PLUG		111192	549455/5	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		60.53								
149701	2/20/2024		6707 ASSA ABLOY GLOBAL SOLUTIONS INC							

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
149701	2/20/2024		6707 ASSA ABLOY GLOBAL SOLUTIONS INC						Continued...	
		3,422.25	JC CLS MAG SYSTEMS CONTRACT CA		111301	3436085	50678.6390.1		TELEPHONE-SECURITY	JOHN CARROLL APT BLDG
		1.20	JC LOCK LINK FOR WINDOWS CLCS		111302	3453705	50678.6390.1		TELEPHONE-SECURITY	JOHN CARROLL APT BLDG
		<u>3,423.45</u>								
149702	2/20/2024		1082 BARNUM GATE SERVICES INC.							
		1,696.23	PM GATE MAINTENANCE		111231	39665	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		<u>1,696.23</u>								
149703	2/20/2024		1087 BAUER BUILT TIRE & SERVICE							
		313.20	TIRE REPAIRS #336		111233	518024613	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>313.20</u>								
149704	2/20/2024		1145 BRUCE NELSON PLUMBING & HEATING SERVICE							
		1,334.00	REPL(2)FURNACE INDUCER MTRS		111232	6581	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		<u>1,334.00</u>								
149705	2/20/2024		2287 CENTURYLINK							
		82.94	WIRELEASE		111289	612 E12-7172 480	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		102.40	WIRELEASE		111290	612 E12-5630 229	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		102.40	WIRELEASE		111291	612 E12-5631 630	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		<u>287.74</u>								
149706	2/20/2024		14355 COBB, LADORA							
		266.41	RFD FINAL ACCT4183-107 11TH		111278	4/21/2023	50605.2010		REFUNDS	WATER UTILITY
		<u>266.41</u>								
149707	2/20/2024		2884 COMCAST							
		109.85	FOR WATER COMPUTER		111234	877210595017166 6 2/2/24	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		<u>109.85</u>								
149708	2/20/2024		12521 COMPASS MINERALS AMERICA, INC.							
		15,911.99	ROAD SALT		111287	1288294	10320.6225		ROAD SALT	PUBLIC WORKS
		<u>15,911.99</u>								
149709	2/20/2024		10850 CONTROLOGIX SERVICES, LLC							
		11,973.00	C.H. REMOD-TEMP SENSORS		111235	24-016	40402.6530		IMPR OTHER THAN BUILDING	CAPITAL PROGRAMS FUND

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
149718	2/20/2024		1380 FACTORY MOTOR PARTS						Continued...	
149719	2/20/2024		1391 FASTENAL COMPANY							
		34.87	TRACTOR SWPR BROOM-PARTS		111283	MNTC6243434	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		<u>34.87</u>								
149720	2/20/2024		1400 FERGUSON WATERWORKS #2518							
		494.26	CLAMPS		111201	0525103	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		7,975.85	5/8 WATER METERS		111243	0507749	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>8,470.11</u>								
149721	2/20/2024		4725 FIRST SUPPLY LLC - TWIN CITIES							
		1,400.00	DRINKING FOUNTAIN		111244	3553129-00	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		<u>1,400.00</u>								
149722	2/20/2024		1505 GRAINGER							
		59.52	AIR FILTERS		111245	9000162496	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		80.04	AIR FILTERS		111246	9000162504	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		1,021.60	ACTUATOR/DAMPERS		111247	9000162512	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		<u>1,161.16</u>								
149723	2/20/2024		5857 GREATAMERICA FINANCIAL SERVICES							
		187.85	POSTAGE MACH RENT-JAN24		111248	35809982	10150.6371		REPAIRS & MAINT CONTRACTUAL	FINANCE
		<u>187.85</u>								
149724	2/20/2024		11834 GUARDIAN SUPPLY LLC							
		219.95	07-RADIO HLDR/BUCKLE/PANT		111195	17277	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		399.96	41-PANTS & BOOTS		111196	17281	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>619.91</u>								
149725	2/20/2024		1556 HAWKINS, INC.							
		2,961.74	HYDROFLUOSILICIC ACID		111202	6673237	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>2,961.74</u>								
149726	2/20/2024		1562 HEALTHPARTNERS OCCUPATIONAL MEDICINE							
		233.00	EE PHYSICAL/RANDOM SCREENS		111284	14228	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		<u>233.00</u>								
149727	2/20/2024		1586 HILLYARD / MINNEAPOLIS							
		1,450.66	SOAP/PPRTWL/TISSUE/ETC		111251	605358322	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		112.27	SOAP		111252	605366191	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
149727	2/20/2024		1586 HILLYARD / MINNEAPOLIS						Continued...	
		1,562.93								
149728	2/20/2024		14356 IH3 PROPERTIES							
		36.78	RFD FINAL ACCT668-931 WARNER		111279	1/12/24	50605.2010		REFUNDS	WATER UTILITY
		36.78								
149729	2/20/2024		3686 IMPACT PROVEN SOLUTIONS							
		2,199.41	MAIL PROCESS-12/29-2/1/2024		111249	209581	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		2,199.41								
149730	2/20/2024		1652 INSPECTRON, INC.							
		5,000.00	INSPECT SVCS JAN24		111250	1174	10410.6302		PROFESSIONAL SERVICES	DEVELOPMENT SERVICES
		5,000.00								
149731	2/20/2024		1667 INVER GROVE FORD							
		185.86	SPLASH GUARDS #301		111203	5340078	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		268.04	WTR PMP/BELT/TENSNR #306		111204	5340093	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		28.23	SEALS #306		111205	5340178	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		482.13								
149732	2/20/2024		6680 LANDRUM DOBBINS LLC							
		157.50	REVIEW/REVISE TERM LETTER		111303	6209	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		157.50								
149733	2/20/2024		6281 LIGHTNING DISPOSAL, INC.							
		467.80	TRASH SVC-PUBLIC WORKS		111206	0000552776	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		467.80								
149734	2/20/2024		1911 MENARDS, INC-WEST ST PAUL							
		27.99	DOORBELL @ PW BLDG		111207	88995	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		9.99	DOOR BELL @ PW BLDG		111208	89029	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		83.88	AIR FILTERS		111209	88945	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		51.95	ANCHORS/SCREWS		111210	88990	20215.6520	227673	BUILDINGS AND STRUCTURE	GRANTS/DONATIONS PARK AND REC
		18.28	S-HOOKS/CONDUIT		111211	88940	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		19.96	DRYWALL		111212	88914	20215.6520	227673	BUILDINGS AND STRUCTURE	GRANTS/DONATIONS PARK AND REC
		24.71	SCREWS/DRYWALL		111213	88909	20215.6520	227673	BUILDINGS AND STRUCTURE	GRANTS/DONATIONS PARK AND REC
		19.74	RETD DRYWALL		111214	88915	20215.6520	227673	BUILDINGS AND STRUCTURE	GRANTS/DONATIONS PARK AND REC
		32.91	VINYL TAPE/BATTERIES		111215	88850	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		38.60	LUMBER		111216	88848	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		130.03	LUMBER		111217	88839	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
149734	2/20/2024		1911 MENARDS, INC-WEST ST PAUL						Continued...	
		65.90-	RETD LUMBER		111218	88846	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		51.98	TOILET SEAT		111219	88831	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		64.25	SUPPLY-WATER FOUNTAIN RPL		111254	88893	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		64.90	TOTE/CABLE TIES		111255	88010	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		35.77	PADLOCK/MIPPLE/CAP/FLNG		111256	88337	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		63.04	CONCESSION RESALE		111257	88586	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		<u>632.60</u>								
149735	2/20/2024		9252 MERIT CHEVROLET							
		156.00	LINER PK		111220	712850	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>156.00</u>								
149736	2/20/2024		1444 MIDWEST MACHINERY CO							
		328.44	FILTERS/SEAL #1585		111221	9913518	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>328.44</u>								
149737	2/20/2024		9298 NAPA NEWPORT							
		31.84	OIL FILTERS		111222	2514-090226	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>31.84</u>								
149738	2/20/2024		14359 NAUGHTON, THOMAS							
		344.46	RFD FINAL ACCT4508-633 1ST		111282	2/28/23	50605.2010		REFUNDS	WATER UTILITY
		<u>344.46</u>								
149739	2/20/2024		6627 NEO ELECTRICAL SOLUTIONS, LLC							
		310.00	LOCATE FOR BEACON PRJ		111258	7292	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		<u>310.00</u>								
149740	2/20/2024		2286 QUILL LLC							
		16.59	LENS CLEANING WIPES		111259	36849676	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		21.59	LABLE MAKER TAPE		111260	36925959	10320.6201		OFFICE SUPPLIES	PUBLIC WORKS
		29.34	STENO BOOKS		111261	36771640	10320.6201		OFFICE SUPPLIES	PUBLIC WORKS
		14.45	BINDER DIVIDERS		111262	37027001	10320.6201		OFFICE SUPPLIES	PUBLIC WORKS
		<u>81.97</u>								
149741	2/20/2024		14358 RAIMIS CONSTRUCTION LLC							
		35.40	RFD FINAL ACCT3278-1002 4TH		111281	5/19/23	50605.2010		REFUNDS	WATER UTILITY
		<u>35.40</u>								
149742	2/20/2024		6702 REFERRAL CARPET AND FLOOR SERVICES, INC.							

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
149742	2/20/2024		6702 REFERRAL CARPET AND FLOOR SERVICES, INC.						Continued...	
		80.95	NM #513 CLEAN CARPETS		111298	42798	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		<u>80.95</u>								
149743	2/20/2024		14315 RENTGROW, INC.							
		60.00	JC BACKGROUND 3 MOVE INS		111295	1316085	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		36.00	NM CRIMINAL BACKGROUND 3 UNITS		111296	1316086	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		396.00	NM BACKGROUND CHECKS 17 UNITS		111297	1316087	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		<u>492.00</u>								
149744	2/20/2024		7376 RIVERTOWN ELECTRIC, INC.							
		1,320.00	NM PREFORMED ELECTRICAL		111300	10988	50677.6371.070		MTNCE-ELECTRICAL	NAN MCKAY APT BLDG
		<u>1,320.00</u>								
149745	2/20/2024		11845 SATIN TOUCH, INC.							
		275.00	NM 400 PAINT 1BED/BATH		111292	1054980	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		275.00	JC APT 513 PAINT 1BED/BATH		111293	1054979	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		275.00	NM APT 903 PAINT 1BED/BATH		111294	1054981	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		<u>825.00</u>								
149746	2/20/2024		2632 SHERWIN-WILLIAMS CO., THE							
		111.28	PAINT FOR PICNIC TABLES		111264	7027-9	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>111.28</u>								
149747	2/20/2024		14357 SKRADSKI, VICTORIA							
		230.83	RFD FINAL ACCT2322-547 11TH		111280	11/15/22	50605.2010		REFUNDS	WATER UTILITY
		<u>230.83</u>								
149748	2/20/2024		2505 SOUTH EAST TOWING INC							
		347.60	SQUAD 2166-TOW/ACCIDENT		111265	241932	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		184.80	SQUAD 2166-TOW TO CROIX RPR		111266	242111	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		110.00	INVESTIGATIVE TOW-CN 23-3002		111267	241928	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		110.00	INVESTIGATIVE TOW-CN 23-2697		111268	240169	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		<u>752.40</u>								
149749	2/20/2024		10859 SOUTH METRO SWAT							
		17,500.00	2024 MEMBERSHIP DUES		111269	1-31-2024	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		<u>17,500.00</u>								
149750	2/20/2024		14363 SUNRAM CONSTRUCTION INC.							
		59,182.21	SEIDLs TR/SHORE IMP PLAN		111270	PAY #1	50610.6530	202115	IMPR OTHER THAN BUILDING	STORM WATER UTILITY

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
149750	2/20/2024		14363 SUNRAM CONSTRUCTION INC.						Continued...	
		59,182.21								
149751	2/20/2024		2883 TOWMASTER							
		2,554.66	BUFFER CYLINDER #337		111223	466462	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		2,554.66								
149752	2/20/2024		2665 TRANS UNION LLC							
		105.10	BASIC SVC & REPORTS		111271	01431099	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		105.10								
149753	2/20/2024		2709 UNIQUE PAVING MATERIALS CORP.							
		1,007.62	COLD MIX-POTHOLE PATCH		111225	78184	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		1,007.62								
149754	2/20/2024		2712 UNITED LABORATORIES							
		1,002.82	SALT-BE-GONE/DESCALR/GRIPPRS		111224	INV398932	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		1,002.82								
149755	2/20/2024		6710 USA SECURITY							
		206.25	NM CAMERAS/SSP NETWORK		111272	41289	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		206.25								
149756	2/20/2024		14336 VALLE CARPET CORP							
		2,852.55	NM APT 903		111304	1004	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		2,852.55	NM APT 916 VINYL		111305	1005	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		2,852.55	NM APT 900 VINYL		111306	1003	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		2,378.55	NM APT 202 VINYL		111307	1002	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		10,936.20								
149757	2/20/2024		2788 WATSON COMPANY							
		337.52	CONCESS PROD RESALE		111273	139926	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		337.52								
149758	2/20/2024		2849 XCEL ENERGY							
		891.08	STREET LIGHTS		111274	863693034	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		3,570.79	CITY HALL		111275	863877720	10330.6385		UTILITY SERVICE	BUILDINGS
		17.92	ST LGT UTILITY FUND		111275	863877720	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		36.31	NM ELECTRIC		111299	863736446	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		6,448.89	NM ELECTRIC		111299	863736446	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		1,913.74	NM NATRUAL GAS		111299	863736446	50677.6385.2		UTILITY SERVICE-GAS	NAN MCKAY APT BLDG

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
149758	2/20/2024		2849 XCEL ENERGY						Continued...	
		30.60-	JC ELECTRIC CREDIT		111299	863736446	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		5,035.69-	JC ELECTRIC CREDIT		111299	863736446	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		13,621.71	JC ELECTRIC		111299	863736446	50678.6385.1		UTILITY SERVICE-ELECTRIC	JOHN CARROLL APT BLDG
		4,340.93	JC NATRUAL GAS		111299	863736446	50678.6385.2		UTILITY SERVICE-GAS	JOHN CARROLL APT BLDG
		7,920.81-	JC ELECTRIC CREDIT		111299	863736446	50678.6385.1		UTILITY SERVICE-ELECTRIC	JOHN CARROLL APT BLDG
		<u>17,854.27</u>								
149759	2/20/2024		7333 YALE MECHANICAL, LLC							
		647.00	HVAC/TUBE HEATER MAINT		111276	250064A	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		1,317.00	HVAC/UNIT HEATER MAINT		111277	250069	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		<u>1,964.00</u>								
800995	2/9/2024		1818 LELS LOCAL 95							
		101.50			111184	0206241210393	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>101.50</u>								
800996	2/9/2024		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		921.48			111186	0206241210395	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>921.48</u>								
800997	2/9/2024		2243 POLICE FLOWER FUND							
		43.00			111179	02062412103914	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>43.00</u>								
800998	2/12/2024		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS							
		182.00	Q1 APPL SUP-UB (RETIREEES)		111074	54626	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		9,305.00	Q1 APPL SUP-FINANCIAL		111074	54626	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		2,774.00	Q1 APL SUP-HUBBLE/INSIGHT		111074	54626	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		8,138.00	Q1 APPL SUP-PAYROLL/HR		111074	54626	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		7,080.00	Q1 APPL SUP-POLICE MCD		111074	54626	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		1,190.00	Q1 APPL SUP-PS RECORDS		111074	54626	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		6,325.00	Q1 APPL SUP-PARK & REC		111074	54626	10520.6371		REPAIRS & MAINT CONTRACTUAL	PARKS ADMINISTRATION
		7,744.00	Q1 APPL SUP-GIS BASE		111074	54626	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		3,424.00	Q1 APPL SUP-GIS ELECTIVES		111074	54626	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		9,698.00	Q1 APPL SUP-PIMS		111074	54626	10410.6375		OTHER CONTRACTED SERVICES	DEVELOPMENT SERVICES
		731.00	Q1 APPL SUP-POIMS BUS LIC		111074	54626	10410.6375		OTHER CONTRACTED SERVICES	DEVELOPMENT SERVICES
		731.00	Q1 APPL SUP-PIMS CODE ENF		111074	54626	10420.6375		OTHER CONTRACTED SERVICES	CODE ENFORCEMENT
		731.00	Q1 APPL SUP-PIMS EPERMITS		111074	54626	10410.6375		OTHER CONTRACTED SERVICES	DEVELOPMENT SERVICES
		3,771.00	Q1 APPL SUP-INTERNET-IRONPORT		111074	54626	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		13,230.00	Q1 APPL SUP-IP TELEPHONY		111074	54626	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
801003	2/20/2024		2289 R&R SPECIALTIES OF WISCONSIN, INC.						Continued...	
2024036	2/5/2024		10755 OPTUM							
		175.00	FSA REIMB-HEALTH-2024		111197	495230848	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		11.63	HRA REIMBURSEMENT 2024		111197	495230848	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>186.63</u>								
2024037	2/5/2024		6037 HEALTHPARTNERS-DENTAL							
		520.85	DENTAL CLAIMS PAID		111198	01/25/24-01/31/ 24	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>520.85</u>								
2024038	2/9/2024		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		30.91			111187	0206241210396	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		717.12			111188	0206241210397	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		46.14			111189	0206241210398	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		249.19			111190	0206241210399	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>1,043.36</u>								
2024039	2/9/2024		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		3,602.50			111176	02062412103911	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>3,602.50</u>								
2024040	2/9/2024		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		12,186.67			111177	02062412103912	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>12,186.67</u>								
2024041	2/9/2024		2200 PERA							
		73,469.90			111178	02062412103913	10101.2174		PERA	GENERAL FUND
		<u>73,469.90</u>								
2024042	2/9/2024		2748 MISSION SQUARE TRANSFER (EFT)							
		1,960.00			111180	02062412103915	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>1,960.00</u>								
2024043	2/9/2024		10755 OPTUM							
		2,467.03			111181	02062412103916	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		<u>2,467.03</u>								
2024044	2/9/2024		1338 EFTPS							
		38,734.26			111174	0206241210391	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024044	2/9/2024		1338 EFTPS						Continued...	
		41,192.98			111183	0206241210392	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		<u>79,927.24</u>								
2024045	2/9/2024		2013 MINNESOTA REVENUE (C)							
		17,838.86			111175	02062412103910	10101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>17,838.86</u>								
		<u><u>1,666,695.06</u></u>	Grand Total							

Payment Instrument Totals

Checks	1,281,416.30
EFT Payments	193,203.04
A/P ACH Payment	<u>192,075.72</u>
Total Payments	1,666,695.06



CITY COUNCIL AGENDA REPORT
DATE: FEBRUARY 20, 2024
DEPARTMENT: CITY CLERK
Prepared by: Deanna Werner
ADMINISTRATOR: RG

8-C

AGENDA ITEM: Business Licenses

ACTION TO BE CONSIDERED:

Motion to adopt attached list, approving Business Licenses.

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

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>
15565	Mujahidin Abubeker Bulle	00014260	Rental Housing	P	02/06/2024	05/31/2024	315 1st Ave S		02/20/2024
15274	Frazier Recovery Home LLC	00014264	Rental Housing	P	02/08/2024	05/31/2024	121 6th Ave S		02/20/2024
15566	Bruch Enterprises	00014262	Rental Housing	P	02/07/2024	05/31/2024	352 9th Ave S		02/20/2024
15564	150 Ash St LLC	00014259	Rental Housing	P	02/02/2024	05/31/2024	150 Ash St W		02/20/2024



Agenda Item: Approve Bid from WWGoetsch Associates Inc. for the Purchase of a Sewer Grinder and Installation at Waterous Sanitary Sewer Lift Station

Action to be considered:

Motion to approve the bid from WWGoetsch Associates Inc. to purchase and install a sewer grinder at Waterous sanitary sewer lift station in the amount of \$51,716.00 + shipping.

Overview:

One of the two sewer chewers has failed at the Waterous sanitary sewer lift station. The purpose for the grinder is to break up rags and debris prior to the material entering the lift pumps. Sanitary wipes have been a problem for years but have become increasingly more popular with consumers causing more frequent pump failures by plugging the pumps. The sewer grinders lessen the chance of pump failures as well as the amount of time spent entering a hazardous/confined space to make the repairs. The staff has reached out for multiple quotes and these are the only quotes received back to replace the sewer grinder and have found a replacement cheaper than rebuilding the old grinder.

- Option #1 Rebuild (WWGoetch) -\$56,230.00
- Option #2 New Replacement (WWGoetch) -\$51,716.00
- General Repair Service -\$54,065.44

Staff is recommending the work be awarded to WWGoetsch Associates Inc. for the Replacement of the sewer grinder in the amount of \$51,716.

Source of Funds:

2024 Sewer Fund



CITY COUNCIL AGENDA REPORT
DATE: February 20, 2024
DEPARTMENT: POLICE
Prepared by: Brian Wicke
ADMINISTRATOR: RG

8-E

AGENDA ITEM: Accept Donation from the South St. Paul Lions Club

ACTION TO BE CONSIDERED:

Adopt Resolution 2024 – 026 to accept a donation of \$10,000 to the City of South St. Paul from the South St. Paul Lions Club.

OVERVIEW:

Established in 1946, the South St. Paul Lions Club serves the community in a variety of ways, to include donating funds to community events, schools, and other select causes, including the annual Kaposia Days celebration. The Lions Club raises funds through various events such as Christmas Tree Sales, pancake breakfasts, and a memorial golf tournament and fun shoot. Since 1989, the South St. Paul Lions Club has donated more than \$4.6 million back to our community.

As a longtime supporter of the City of South St. Paul, including the Police Department, the Lion's Club has been collecting donations and raising funds in support of the South St. Paul Police Department K9 program. With the recent addition of Therapy K9 Riley and Patrol K9 Doug to our department, the Lions have presented the City with a check in the amount of \$10,000.00 and asked the funds to be directed in support of this valuable program. If accepted, the funds would support the acquisition and ongoing costs associated with the K9 program.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-026

Accept Donation from the South St. Paul Lions Club

WHEREAS, the City of South St. Paul is generally authorized to accept donations of real and personal property pursuant to Minnesota State Statutes Section 465.03 for the benefit of its citizens, in accordance with the terms prescribed by the donor.

WHEREAS, the South St. Paul Lions Club is donating \$10,000 to the city to be used by the Police Department in support of the K9 program.

WHEREAS, the City Council finds that it is appropriate to accept the donation offered.

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

1. The donation described above is accepted and shall be used by the Police Department in support of the K9 program.
2. The City Clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's donation.

Adopted this 20th day of February 2024.

City Clerk



City Council Agenda
Date: 2/20/2024
Department: Airport
Prepared by: Andrew Wall
Administrator: RG

8-F

AGENDA ITEM: Approving Assignment of Lease (1625 Gulfstream Lane) at the Fleming Field Airport.

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2024-27 Approving Assignment of Lease at the Fleming Field.

Overview:

The City Council is required to approve assignments of leases at the airport. Richard Moreus entered into a ground lease dated August 7, 1995 with the City of South St. Paul for Lot 5, Block 1 of Outlot C, Airport Rearrangement at the South St. Paul Airport. On July 15, 2015, Richard Moreus added his wife Carolynne Moreus to the Lease. Richard and Carolynne Moreus would like to add their son Steven Moreus to their Lease.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-27

**RESOLUTION RELATING TO AIRPORT:
APPROVING ASSIGNMENT OF LEASE (1625 GULFSTREAM LANE) AT THE FLEMING
FIELD AIRPORT.**

WHEREAS, The City Council has reviewed and considered an assignment of lease for a certain ground lease, Richard and Carolynne Moreus (Lessee), with regard to the following described property:

Lot 5, Block 1 of Outlot C, Airport Rearrangement, also known as 1625 Gulfstream Lane

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

Adopted this 20th day of February 2024.

City Clerk

ASSIGNMENT OF LEASE

AGREEMENT Made as of February 20, 2024 between Richard Moreus and Carolynne Moreus the (“Assignor”) and Steven Moreus the (“Assignee”)

RECITALS

1. Assignor, Richard Moreus, as “Tenant”, entered into a ground lease with a commencement date of August 7, 1995 with the City of South St. Paul as “Lessor” for Lot 5, Block 1, Outlot C, Airport Rearrangement at South St. Paul Municipal Airport (the Lease);
2. Assignor desires to add his wife Carolynne A. Moreus to the Lease and desires to hold the Tenant’s interest therein, with her, as joint tenants; and
3. Assignors desire to add their son Steven Moreus to the Lease and desire to hold the Tenant’s interest therein, with him, as joint tenants; and
4. Assignor desires to assign, and Assignee desires to assume the rights, duties, and liabilities of lessee under the Lease, subject to the consent of the Lessor.

ASSIGNMENT

Assignor assigns the Tenant’s interest in the Lease to the Assignees effective February 20, 2024 for the balance of the term of the Lease, subject to the consent of the Lessor.

Assignees assume all rights and duties required of Assignor under the Lease, including all payments required thereby, and shall comply with all terms and conditions of the Lease and agree to be bound thereby. Assignees hereby take title to Tenant’s interest in the Lease as joint tenants and not as tenants in common.

IN WITNESS WHEREOF, the parties have executed the agreement (“Transfer of Lease”) as of the day and year above.

CONSENT OF LESSOR

The City of South St. Paul, Lessor in the Lease, consents to the above assignment by the Assignor to the Assignee, including the terms and conditions thereof.

CITY OF SOUTH ST. PAUL

By: _____
Jimmy P. Francis
Its Mayor, and

By: _____
Deana Werner
Its City Clerk



City Council Agenda
Date: 2/20/24
Department: Airport
Prepared by: Andrew Wall
Administrator: RG

8-G

Agenda Item: Approve Right of First Refusal with Hans Meyer at the Fleming Field Airport

Action to be considered:

Adopt Resolution No. 2024-28, Approve Right of First Refusal at Fleming Field with Hans Meyer

Overview:

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

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-28

**RESOLUTION RELATING TO AIRPORT:
APPROVE RIGHT OF FIRST REFUSAL
AT FLEMING FIELD WITH HANS MEYER**

WHEREAS, The City Council has reviewed and considered a Right of First Refusal for Lot 8, Block 1, Airport Rearrangement 4th Addition (the “Lease”);

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

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

Adopted this 20th day of February, 2024.

City Clerk

**RIGHT OF FIRST REFUSAL AGREEMENT
TO LEASE WEST SIDE HANGAR LOT**

THIS RIGHT OF FIRST REFUSAL AGREEMENT (Agreement) is made, entered into and effective this 20th day of February, 2024, by and between City of South St. Paul, a Minnesota municipal corporation, (City) and Hans Meyer. (Prospective Tenant). For and in mutual consideration and subject to the terms and conditions of this Agreement, and in reliance upon the representations, recitals, warranties and covenants of the parties herein contained, the parties hereby agree as follows:

ARTICLE 1
RECITALS

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

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

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

ARTICLE 2
DEFINITIONS

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

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

2.3 Prospective Tenant. Prospective Tenant means Hans Meyer.

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

ARTICLE 3
RIGHT TO LEASE

3.1 Right To Lease For Hangar Construction. From the date of this Agreement until 20th day of August, 2024, City shall not lease the Hangar Property without first providing Prospective Tenant a right to lease the Hangar Property. If City desires to lease the Hangar Property to another identified third party tenant, then City shall provide Prospective Tenant with a written offer that comprises the following:

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

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

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

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

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

- a.) August 20, 2024.
- b.) Such time as the Prospective Tenant and City enter into a lease for the Hangar Property.

ARTICLE 4
MISCELLANEOUS

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

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

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

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

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

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

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

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

ARTICLE 5
NOTICE TO PUBLIC

5.1 Notice to Public. Upon recording, this Agreement shall serve as notice to the public of Hans Meyer's right of first refusal to lease the Hangar Property.

ARTICLE 6
NOTICES

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

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

If to Prospective Tenant: Hans Meyer
5200 46th Ave South
Minneapolis, MN 55417

hdmeyer@gmail.com
612-232-3329

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

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

City of South St. Paul

By: _____
Jimmy P. Francis
Its: Mayor

By: _____
Deanna Werner
Its: City Clerk

By: _____
Hans Meyer

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me, a notary public, on the _____ day of _____, 2024, by Jimmy P. Francis and Deanna Werner, the Mayor and City Clerk respectively of the City of South St. Paul, a Minnesota municipal corporation on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me, a notary public, on the _____ day of _____, 2024, by Hans Meyer.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF HANGAR PROPERTY

Lot 8, Block 1, Airport Rearrangement 4th Addition.

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



City Council Agenda
Date: 2/20/24
Department: Airport
Prepared by: Andrew Wall
Administrator: RG

8-H

Agenda Item: Approve Right of First Refusal at Fleming Field with Showcat, LLC

Action to be considered:

Adopt Resolution No. 2024-29 approving Right of First Refusal with Showcat, LLC for Lot 5, Block 1, Airport Rearrangement 4th Addition.

Overview:

Nathan Ruedy (Showcat, LLC) is considering leasing a hanger lot in the West Hanger Area at the Airport. He is finalizing the plans for the construction of his hanger to begin sometime next year.

Source of Funds:

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-29
RESOLUTION RELATING TO AIRPORT:
APPROVE RIGHT OF FIRST REFUSAL AT
FLEMING FIELD WITH SHOWCAT, LLC

WHEREAS, The City Council has reviewed and considered an Amendment to the Right of First Refusal for Lot 5, Block 1, Airport Rearrangement 4th Addition (the “Agreement”);

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

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

Adopted this 20th day of February 2024.

City Clerk

**RIGHT OF FIRST REFUSAL AGREEMENT
TO LEASE WEST SIDE HANGAR LOT**

THIS RIGHT OF FIRST REFUSAL AGREEMENT (Agreement) is made, entered into and effective this 20th day of February 2024, by and between the City of South St. Paul, a Minnesota municipal corporation, (City) and Showcat, LLC (Prospective Tenant). For and in mutual consideration and subject to the terms and conditions of this Agreement, and in reliance upon the representations, recitals, warranties, and covenants of the parties herein contained, the parties hereby agree as follows:

ARTICLE 1
RECITALS

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

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

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

ARTICLE 2
DEFINITIONS

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

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

2.3 Prospective Tenant. Prospective Tenant means Customer Services Group Inc., a Minnesota corporation.

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

ARTICLE 3
RIGHT TO LEASE

3.1 Right To Lease For Hangar Construction. From the date of this Agreement until August 20, 2024, City shall not lease the Hangar Property without first providing Prospective Tenant a right to lease the Hangar Property. If City desires to lease the Hangar Property to another identified third party tenant, then City shall provide Prospective Tenant with a written offer that comprises the following:

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

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

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

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

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

- a.) August 20, 2024.
- b.) Such time as the Prospective Tenant and City enter into a lease for the Hangar Property.

ARTICLE 4
MISCELLANEOUS

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

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

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

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

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

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

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

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

ARTICLE 5
NOTICE TO PUBLIC

5.1 Notice to Public. Upon recording, this Agreement shall serve as notice to the public of Nathan Ruedy right of first refusal to lease the Hangar Property.

ARTICLE 6
NOTICES

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

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

If to Prospective Tenant: Showcat, LLC
Attn: Nathan Ruedy
7009 13th Ave South
Richfield, MN 55423

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

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

City of South St. Paul

By: _____
Jimmy P. Francis
Its: Mayor

By: _____
Deanna Werner
Its: City Clerk

Prospective Tenant

By: _____
Nathan Ruedy
(Showcat, LLC)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me, a notary public, on the _____ day of _____, 2024, by Jimmy P. Francis and Christy M. Wilcox, the Mayor and City Clerk respectively of the City of South St. Paul, a Minnesota municipal corporation on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me, a notary public, on the ___ day of _____ 2024, by Nathan Ruedy, for and on behalf of the prospective tenant.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF HANGAR PROPERTY

Lot 5, Block 1, Airport Rearrangement 4th Addition.

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



CITY COUNCIL AGENDA REPORT
DATE: February 20, 2024
DEPARTMENT: POLICE
Prepared by: Brian Wicke
ADMINISTRATOR: RG

8-I

AGENDA ITEM: Accept Donation from Twin City Hide, Inc.

ACTION TO BE CONSIDERED:

Adopt Resolution 2024 – 031 to accept a donation of \$5,000 to the City of South St. Paul from Twin City Hide, Inc.

OVERVIEW:

Twin City Hide, Inc. is a family owned and operated cattle hide processing company located in South St. Paul. Incorporated in 1919, Twin City Hide process about 35,000 cattle hides each week. They also have capacity to wet blue about 6,000 hides per day, at their associated companies, Twin City Tanning Co., LLP, Twin City Tanning Waterloo, LLC. To give back to the community, Twin City Hide, Inc. has donated \$5,000 to the Police Department to be used in support of Community Outreach efforts.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-031

Accept Donation from Twin City Hide, Inc.

WHEREAS, The City of South St. Paul is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, in accordance with the terms prescribed by the donor.

WHEREAS, Twin City Hide Inc. is donating \$5,000 to the City to be used by the Police Department.

WHEREAS, The City Council finds that it is appropriate to accept the donation offered.

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

1. The donation described above is accepted and shall be used by the Police Department.
2. The City Clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's donation.

Adopted this 20th day of February 2024.

City Clerk



City Council Agenda Report
Date: February 20, 2024
Department: Parks & Recreation
Prepared by: Shannon Young
Administrator: RG

8-J

Agenda Item: Authorize Submission of MN/DNR Outdoor Recreation Grant

ACTIONS TO BE CONSIDERED:

Adopt Resolution 2024-30 Approving Minnesota Department of Natural Resources Outdoor Recreation Grant Application for Lorraine Park Improvements

Overview:

The Parks and Recreation Department is in the process of replacing outdated playgrounds within the city. The City would like to apply for the 2024 MN DNR Outdoor Recreation Grant to assist with funding the replacement of the playground at Lorraine Park.

The 2024 CIP has \$300,000 allotted for the construction of a new playground at Lorraine Park. The Outdoor Recreation Grant requires a 50/50 cost share and so the City is requesting \$150,000 in funding through the grant.

This would make the City's share of the project \$150,000.

The grant application is due by the end of March, and grantees will be informed in June 2024 if they have been selected. If awarded, construction of the new playground facility could start in late fall of 2024 or spring of 2025. Bids would be brought back to Council for approval.

Source of Funds:

CIP

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

RESOLUTION NUMBER 2024-30

**Authorizing Application for Minnesota Department of Natural Resources Outdoor
Recreation Grant Application for Lorraine Park Improvements**

BE IT RESOLVED that the City of South St. Paul act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on 03/31/2024 and that Shannon Young, Parks and Recreation Director is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of South St. Paul.

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED that Parks and Recreation Director Shannon Young is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of South St. Paul on February 20, 2024.

SIGNED:

WITNESSED:

(Signature)

(Signature)

(Title)

(Date)

(Title)

(Date)



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 20, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: RG

8-K

AGENDA ITEM: Approve Stormwater Maintenance Agreement with Watson Trading LLC

ACTIONS TO BE CONSIDERED:

Authorize the Mayor and City Clerk to execute a Stormwater Maintenance Agreement with Watson Trading LLC, subject to final review and minor revisions by the City Attorney.

OVERVIEW:

Background

At their December 22, 2022 meeting, the City Council granted Watson Trading LLC a variance and site plan approval to construct a new multi-tenant commercial building on the vacant parcel south of Stockyards Tavern and Chophouse. The new building will be anchored by an Asian Mart grocery store. The Applicant has submitted a building permit application and is hoping to break ground at the beginning of April.

One of the conditions of the 2022 approval is that the Applicant needs to enter into a stormwater maintenance agreement with the City to ensure the long-term maintenance of their private stormwater facilities. The City Attorney and City Engineer have prepared a draft agreement (attached). The City Council is asked to approve the draft agreement and authorize the City Attorney to finalize the agreement prior to signature and recording. The Applicant will need to sign the agreement in order to obtain their building permit.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve and authorize execution of the agreement.

60-DAY REVIEW DEADLINE: NA

ATTACHMENTS

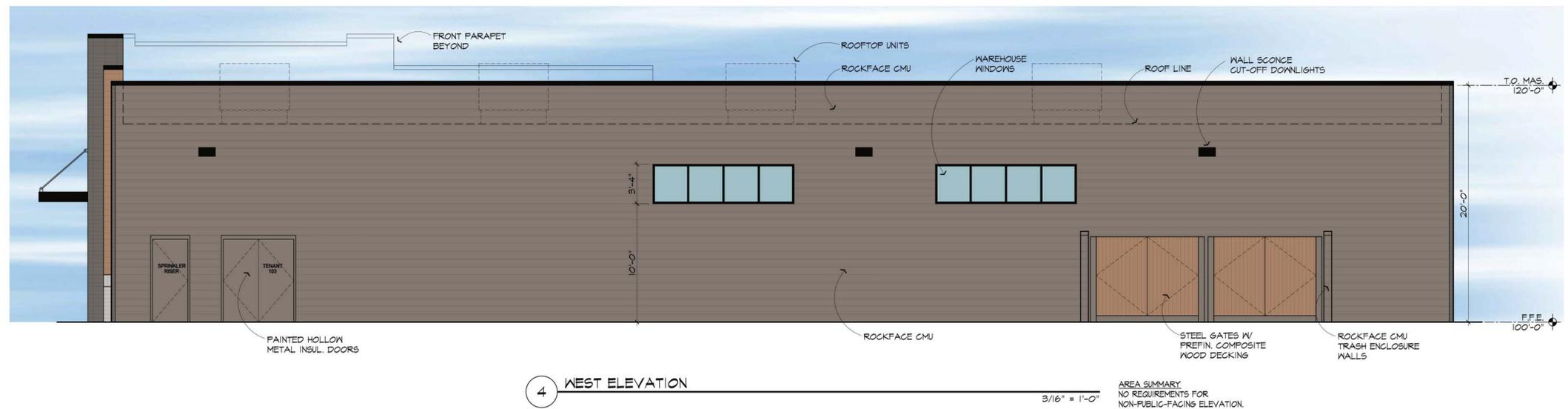
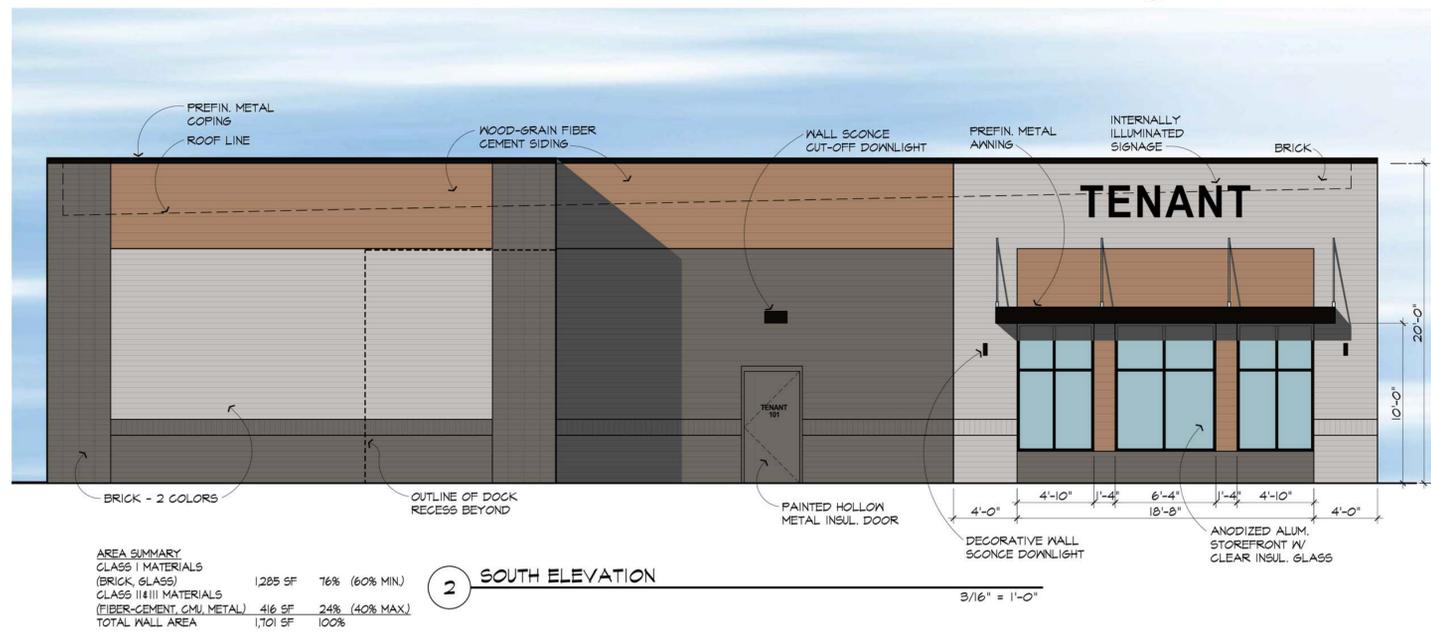
- A-** Site Location Map
- B-** Site and Building Plan

ATTACHMENT A
SITE LOCATION MAP





Mark	Revision / Issue	Date
	CITY SUBMITTAL	11-07-22



ASIAN MART
464 CONCORD ST. S.
SOUTH ST. PAUL, MN 55075

**EXTERIOR
ELEVATIONS**

PROJECT NUMBER:	20-1057-01
ISSUED DATE:	11-07-22
DRAWN BY:	BL
CHECKED BY:	KA

A2.1

(Reserved for Recording Data)

STORMWATER MAINTENANCE AGREEMENT

This Stormwater Maintenance Agreement (“Agreement”) is made, entered into and effective this ____ day of _____, 2024, by and between the City of South St. Paul, a Minnesota municipal corporation (“City”) and Watson Trading LLC, a Minnesota limited liability company (“Developer”).

WHEREAS, the Developer is the fee owner of certain real property situated in the City of South St. Paul, County of Dakota, State of Minnesota legally described on the attached Exhibit A, (the “Property”); and

WHEREAS, the Developer has obtained the approval of the City for the development of the Property for Stormwater Management Facilities; and

WHEREAS, as used herein, the term “Stormwater Management Facilities” may refer to water quality and/or water quantity facilities (i.e. detention basins, retention basins, filtration basins, swales, pipes, oil/water separators, sand filtering devices, infiltration facilities, sump structures, etc.) which are located outside the public road right-of-way; and

WHEREAS, the City has required that the Developer make provision for the construction, maintenance and repair of the Stormwater Management Facilities located within the boundaries of the Property as shown on Exhibit B attached hereto, as the same is described and depicted in those certain construction plans drawn by Rehder & Associates, Inc. dated 2/13/2024 (“Plans”); and

WHEREAS, the City and Developer desire to set forth their understanding with respect to the construction, repair and maintenance of the Stormwater Management Facilities and the responsibility relating to the costs of the repair and maintenance of the Stormwater Management Facilities.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Construction of Stormwater Management Facilities. The Developer agrees to construct the Stormwater Management Facilities according to the Plans and repair and maintain the Stormwater Management Facilities at its sole cost and expense.

1.1. The Developer shall provide temporary sediment control in and around the stormwater management facilities during construction until all disturbed soils have been restored. The stormwater management facilities will then be inspected prior to final project close out. If any of the facilities are operating below the design level, corrections shall be made to restore the functionality prior to final project acceptance.

2. Maintenance of Stormwater Management Facilities. The Developer agrees to repair and maintain the Stormwater Management Facilities at its sole cost and expense.

2.1. Maintenance of the Stormwater Management Facilities shall mean:

2.1.1. Annual inspections of the subsurface infiltration basin and storm sewer system including, but not limited to: storm sewer and drainage structures, sediment removal structures, outlet control devices, structural systems, land use, and grades on the property that influence the performance of the Facility as shown on Exhibit B. Within 30 days of the inspection date, all accumulated sediment and debris must be removed and all other necessary corrections completed such that each stormwater facility operates as designed and permitted. Contributing drainage areas must be kept clear of litter and vegetative debris, outlet pipes and overflow spillways kept clear, inlet areas kept clean, and undesirable vegetation removed. Erosion impairing the function or integrity of the facilities, if any will be corrected, and any structural damage impairing or threatening to impair the function of the facilities must be repaired.

2.1.2. Inlets and sediment removal structures will be cleared of any flow impediments and accumulated sediment quarterly. The volume of material removed quarterly will be included in the annual report to the City.

2.1.3. Subject to Section 4 below, Developer shall, within 45 days of the annual inspection, provide a report of the quarterly structure cleanings and annual inspection to the City Engineer. If the required annual inspection report is not submitted to the City by December 1st of each year, the Developer shall provide the City with the right to enter onto the property to conduct the annual inspection.

3. Developer's Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, following at least thirty (30) days prior written notice and Developer's failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the Developer shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to enter the Property. When the City does any

such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost in whole or in part.

4. Changes to Site Configuration or Stormwater Management Facilities. If site configurations or Stormwater Management Facilities change, causing decreased effectiveness of stormwater management facilities, new or improved Stormwater Management Facilities must be implemented to ensure the conditions for post-construction stormwater management continue to be met.

5. Terms and Conditions. This Agreement shall run with the land and shall be binding upon Developer's successors and assigns with respect to the Property. The terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

6. Developer Warranty. Developer warrants and represents the following to the City and acknowledges that this Agreement has been duly executed and delivered and constitutes the legal valid and binding obligation of Developer enforceable in accordance with its terms. The party signing on behalf of the Developer has been duly authorized by the entity to sign the Agreement and bind the entity. Developer has been duly formed under the laws of the State of Minnesota and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Developer pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by Developer pursuant hereto have each been duly authorized by all necessary action on the part of Developer and such execution, delivery and performance does and will not conflict with or result in a violation of Developer's organizational agreement or any judgment or order. The execution, delivery and performance by Developer of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Developer, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Developer is a party or by which it or any of its properties may be bound.

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

8. Governing Law. This Agreement shall be governed by and construed in accordance

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

**CITY:
CITY OF SOUTH ST. PAUL**

By: _____
James P. Francis
Mayor

By: _____
Deanna Werner
City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ___ day of _____, 2024, 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 City Clerk of the City of South St. Paul, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
Legal Description

LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13, BLOCK 10, TARBOX ADDITION, DAKOTA COUNTY MN

EXHIBIT B
Stormwater Maintenance Facilities Plans



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 20, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: RG

10-A

AGENDA ITEM: First Reading- Ordinance Amendment Updating Subdivision Regulations for Lot Splits and Updating Zoning Requirements for Residential Properties

ACTION TO BE CONSIDERED:

Introduce ordinance for a first reading.

OVERVIEW:

Application

The Applicant is the City of South St. Paul.

Background

Staff and the City Council have identified five issues that could be addressed with a code update:

1. The City has a process for reviewing lot splits and property line adjustments, but that process has never been added to the City Code.
2. The City Code does not allow a side-by-side twinhome to be split in half with a property line so that each side can be sold off separately as a homeownership opportunity. The City Council has identified this as a problem.
3. The City adopted new lot size and lot width rules in 1967 that are not consistent with the community's existing neighborhoods which were almost all laid out before 1967. The City has a policy for handling infill development in the pre-1967 neighborhoods which depends on a creative interpretation of the existing City Code. The creative interpretation can be confusing for City Staff and the public. It would be better if the City Code were updated to clearly reflect the City's policies and goals.
4. There are many single-family homes on small 40-foot-wide lots that have access to an improved alley. Unlike most cities with improved alleys, SSP does not currently require these small properties to build their driveway off the alley. This means that some of them build front yard driveways instead, which can be problematic on a narrow lot.
5. The City Council approved a "Master Housing Strategy" in 2020 that calls for exploring the creation of new residential design standards for single- and two-family homes. The City Council gave City Staff direction at their January 22nd Worksession regarding what they would want this to look like. Primarily, they would like to put restrictions on "garage forward home design" where a large attached garage juts out into the front yard and is the defining architectural feature of a new home.

Issue #1: The City's Lot Split Procedure Has Never Been Added to the City Code

The City Council adopted a resolution on September 21, 1987 opting into an optional State Statute which requires property owners to get the City Council's approval before splitting their lot or adjusting a property line. Over the past 36 years, a consistent policy for reviewing these requests has evolved but it has never been added to the City Code. City Staff was pulled into a property line dispute in 2023 where one of the property owners hired an attorney who refused to follow the City's lot line adjustment process because it is not in the City Code. The attorney relented after Dakota County would not record his lot line adjustment without City Council approval, but it wasted a significant amount of staff time and further inflamed an already ugly neighbor dispute.

This issue can be easily resolved by adding the City's existing process for reviewing lot splits and lot line adjustments to the City Code's Subdivision Ordinance. This should be viewed as a "clean up" and will not result in any policy changes.

Issue #2: The City Code Does Not Allow a Twinhome to be Split with a Property Line

The City Council has previously expressed frustration that side-by-side twinhomes cannot be split in half with a property line so that each side can be sold off separately as a homeownership opportunity. The new modular twinhome at 1020 5th Avenue South was originally going to be split in this manner but the City Attorney determined that it would be unlawful to split the building because of the way the City Code is currently written. As a result, that twinhome was left as one parcel and turned into a rental.

Edina, Anoka, Minneapolis, and a number of other cities in the metro have adopted subdivision regulations that allow an existing side-by-side twinhome to be split in half with a property line so each side can be sold off separately. Such buildings are governed by private covenants and party wall agreements. South St. Paul could adopt a similar ordinance to allow rental twinhomes to be turned into homeownership opportunities.

Issue #3: Lot Size and Lot Width Requirements Do Not Match SSP Neighborhood Design

The City Code's official rules for single-family home lot size and lot width do not match the character of SSP's existing neighborhoods. The current single-family lot dimension rules were put in place in 1967 but most of SSP's neighborhoods were fully laid out prior to 1967. All subdivision plats recorded prior to 1967 are considered "grandfathered" and are not subject to the new rules. Historically, the City has interpreted this very liberally to mean that new non-conforming buildable parcels can be created in existing neighborhoods if they are consistent with the lot sizes in the original plat and are created with "metes and bounds" descriptions based on the original platted lots.

One issue with the City's longstanding approach is that it is not intuitive and requires a pretty creative reading of the City Code. Because the rules are somewhat unclear, different City Planners and City Councils have interpreted them slightly differently. Lot splits have not been handled consistently and some infill single-family home lots have been created that may technically not be buildable under a strict reading of the Code. A second issue with the current approach is that it discourages property owners from replatting their properties or otherwise

cleaning up their title. Every property owner must keep their legal description “messy”, and have it based on the old pre-1967 plat or else they lose all of their lawful nonconformity rights and their single-family home property becomes unbuildable without a lot size variance and lot width variance.

This situation could be fixed with two updates which would make it easier to build a new single-family home in SSP that matches the character of an existing neighborhood:

- 1. In the R-2 Single- and Two-Family district, most of the land was platted in the late 1800’s with 40-foot wide lots which are either 120 or 125 feet deep and either 4,800 or 5,000 square feet in total size. Property owners create larger properties or different properties in the R-2 district by splitting and combining those original 40-foot lots. The City Code should be updated to have lot size and lot width requirements that match the character of these neighborhoods. This would allow property owners to potentially “clean up” their properties by replatting and would also set clear and consistent standards for when a lot is buildable and when it is not buildable.*
- 2. In the R-1 Single Family District, every neighborhood has completely different lot sizes. There are some neighborhoods with 40-foot-wide lots, some neighborhoods with 50-foot-wide lots, and many neighborhoods with 60-foot-wide lots. There are also a few neighborhoods that have large lots which meet the new 75-foot lot width requirement put in place in 1967. The City Code should be updated to officially adopt the City’s longstanding practice which is to allow new lots to be created that are the same size and width as the existing properties on a block. Any entirely new R-1 neighborhood should continue to be required to follow the rules for a new neighborhood that were established in 1967 unless the neighborhood is developed as a Planned Unit Development with a unique design that gets City Council approval.*

Issue #4: Narrow Lots with Access to an Improved Alley Decide Not to Use the Alley

South St. Paul has many single-family homes on narrow 40-foot-wide lots that have access to an improved alley. Most of these houses build their garage or parking pad off the alley but some of them choose to instead run a private driveway out to the street with a private curb cut. The result is that these small lots end up having a significant part of their small front yard covered in asphalt or concrete and the private curb cuts eat up the small boulevard and make it impossible to plant boulevard trees or provide convenient street parking for guests (guest cars must be parked at least 5 feet from each side of a private driveway entrance).

Other communities with improved alleys have regulations that require the alleys to be used for residential driveway access when available. In some communities, all residential lots that have access to an improved alley must use the alley and cannot have a private driveway to the street unless they are a corner lot and the driveway is off of the side street. In other communities, there is more flexibility, but residential lots that are less than 50 feet in width generally must use the alley for their driveway access if there is one.

The City Council discussed this issue at their January 22nd Worksession. They are in favor of requiring narrow lots to build their driveway off the alley if there is an improved alley available and there are no topography issues or safety issues that make it unreasonable to use the alley.

The City Council would like a 50-foot lot width to be the cutoff. Owners of lots that are narrower than 50 feet would be required to use the alley. Owners of larger properties that are at least 50 feet wide would continue to be able to choose whether to use the alley or build a private driveway that connects directly to the street.

Issue #5: Residential Design Standards for Single-Family and Two-Family Homes

The Master Housing Strategy approved in 2020 calls for exploring the creation of new residential design standards for single-family and two-family homes. South St. Paul already does have some design standards for single-family homes. The first is that the front of the home must face the main street frontage. The second is that single-family homes cannot have a flat roof for their main roofline (this means that some types of modern architecture are prohibited for single-family homes). Finally, there is a rule that any proposed house that is completely dissimilar from the rest of the neighborhood in a way that might devalue other properties must have its building permit approved by the City Council.

Most communities have moved away from dictating architectural styles in single-family home neighborhoods since architecture is largely subjective and putting overly tight restrictions in place can lead to bland “cookie-cutter” housing styles. Some communities have adopted basic urban design regulations for front facades to ensure good curb appeal. Specifically, some communities that mostly have traditional neighborhoods have chosen to prohibit or restrict “garage forward” home designs for infill housing since they do not match the existing community fabric. “Garage forward” refers to designs where the front of the house is dominated by a large, attached garage that juts out into the front yard. These houses often do not have traditional curb appeal although the garages can potentially be dressed up with brick, stone, and decorative doors. There are two rules that can potentially be adopted to regulate this urban design issue:

Rule #1: Do not allow the attached garage to be closer to the street than the house itself is. *Hopkins and Saint Paul are two communities with traditional neighborhoods that have a version of this rule.*

Rule #2: Cap the percentage of the front façade that can be dominated by garage doors. *In Saint Paul, there is a rule that no more than 60% of the width of the front façade of a house can consist of garage doors that are facing the street.*

The City Council discussed this issue at their January 22nd Worksession. They are in favor of restricting “garage forward” design and want to consider adopting versions of both Rule #1 and Rule #2.

Proposed Ordinance

Staff has written a draft ordinance to address the issues outlined above. It would do the following:

- Add the City’s longstanding lot split and lot line adjustment process to the City Code.
- Make it possible to split a twinhome into two for-sale units if there is a party wall agreement and covenants in place.
- Clean up the R-1 ordinance to officially codify the City’s longstanding policy that new single-family home lots can be created if they have the same lot width and lot size as the existing houses on a block.
- Clean up the R-2 ordinance to have lot size and lot width requirement for single-family homes match the existing R-2 neighborhoods which were almost all platted in the 1800’s with 40-foot-wide lots.
- Fix two math issues in the City Code that may be errors:
 - The R-2 ordinance allows a duplex to be built on a property that is at least a lot and half from one of the subdivisions that was completed in the 1800’s with 40-foot-wide lots. This means that the property must be at least 60 feet wide and at least 120 feet deep. This means that every duplex property should be at least 7,200 square feet in size. However, the R-2 ordinance states that a duplex property must be at least 7,500 square feet in size. The number should be adjusted to 7,200 to correct the math discrepancy.
 - New R-1 lots must be at least 75 feet wide, 120 feet deep, and 9,000 square feet in size. However, the code allows a single-family home to be built on any residential lot platted prior to 1967 that is at least 4,500 square feet in size regardless of its width. The Code does not appear to waive the 120-foot depth requirement for lots platted prior to 1967. The result is that there are some platted neighborhoods which have lots that are not buildable because they are not quite 120 feet deep. If the existing houses on these lots were ever destroyed in a fire and the property lost its lawful nonconformity rights, the owners would not be able to rebuild their house without getting a lot depth variance. The Code should be updated to waive the depth requirement for lots platted prior to 1967 that are at least 4,500 square feet in size. If a proposed house on one of these lots cannot meet all lot coverage and setback requirements then a variance will still be required.
- Require small residential lots (those with less than 50 feet of street frontage) to use the alley for driveway access if there is an improved alley available and there are no issues with topography. *This requirement would not apply to corner lots or houses on a cul-de-sac.*
- A new attached garage cannot be more than five (5) feet closer to the front property line than the non-garage part of the principal structure. If there is an existing “grandfathered”

attached garage that does not meet this setback requirement but meets all other zoning rules, it can be expanded so that it is up to three stalls in width so long as the third stall has a small additional setback, and the garage doors have some type of architectural treatment.

- For attached garages, garage doors facing a street cannot be more than 9 feet tall and they cannot exceed 60% of the façade of the house that is facing the front property line. This would not apply to backyard garages.

Discussion

Most South St. Paul residents are very proud of their community's character and cherish the uniqueness of each of the neighborhoods. The City has always understood this and has allowed infill development to take place that is consistent with existing neighborhood character. Because most of these land use policies have never been officially added to the City Code, it creates a situation that can be confusing for property owners and for City Staff. It would be highly beneficial to codify the City's longstanding policies which would have the effect of "legalizing" most of South St. Paul's existing single-family home neighborhoods. This will make it easier for property owners to invest in their properties and potentially bring new homeownership opportunities to South St. Paul by building single-family homes on some of the community's few remaining vacant lots.

Planning Commission Public Hearing

The Planning Commission held a public hearing for the proposed ordinance at their meeting on February 7th. No members of the public attended the hearing or submitted comments. The Planning Commission was supportive of the proposed ordinance and noted that the new restrictions on garage-forward design could always be refined further in the future if they end up not working as intended.

The Planning Commission also discussed the City Code's existing rule that single-family homes cannot have a flat roof for their main roofline. City Staff explained that flat roofed homes are expensive to build and maintain due to drainage issues so generally only high-end custom homes ever have flat roofs. The Planning Commission's consensus was that flat-roofed single-family homes are not consistent with the character of South St. Paul neighborhoods, and they want to continue to prohibit single-family homes from having a flat roof for their main roofline.

The Planning Commission recommended approval of the proposed ordinance with a 6-0 vote.

STAFF RECOMMENDATION:

Staff recommends that the City Council introduce the ordinance for a first reading.

ATTACHMENTS

- A. LOT SPLIT RESOLUTION APPROVED ON SEPTEMBER 21, 1987**
- B. EXAMPLES OF NEIGHBORHOOD LOT WIDTHS IN SOUTH ST. PAUL**
- C. EXAMPLE OF THE TYPE OF INFILL SINGLE-FAMILY HOME LOT THAT HAS HISTORICALLY BEEN APPROVED VIA LOT SPLIT**
- D. EXAMPLES OF HOMES WITH TRADITIONAL DESIGN**
- E. EXAMPLES OF HOMES WITH “GARAGE FORWARD” DESIGN**
- F. ZONING MAP**

ATTACHMENT A
LOT SPLIT RESOLUTION APPROVED ON SEPTEMBER 21, 1987

South St. Paul, Minnesota

September 21, 1987

Moved by Councilmember Peterson

Seconded by Councilmember Lagoo

MOVED: To authorize the expenditure of an additional \$1,500 to pay for inspection services for Project #1987-006, Water Tank Reservoir Painting.

Motion carried
9-21-87

7 yeas
0 nays

Moved by Councilmember Peterson

Seconded by Councilmember Gaylord

WHEREAS, Laws of Minnesota, 1982, Chapter 564, codified as Minnesota Statutes Section 272.162 provides for certain restrictions on transfers of real property lying within municipality within the 7 county metropolitan area, and

WHEREAS, said Statute provides for municipalities to elect to be governed by said Statute by resolution, and

WHEREAS, the City Council does hereby deem it to be in the best interest of the City to assure application of its subdivision regulation to lands within the City of South St. Paul be exercising its perogatives under said Statute.

NOW THEREFORE, BE IT RESOLVED that the City of South St. Paul does hereby choose to have Laws of 1982, Chapter 564, coded as Minnesota Statutes Section 272.162 applied to real property within its boundaries and does hereby notify the Dakota County Auditor of said choice, and does further hereby direct that a certified copy of this resolution be filed with the Dakota County Auditor.

7 yeas
0 nays

Approved:



Mayor

Moved by Councilmember Peterson

Seconded by Councilmember Johnson

WHEREAS, the problems of records duplication, data currency, and interrelationships of geographic data usage among County departments, cities and other agencies creates inefficiencies in the delivery of services to the public; and

ATTACHMENT B
EXAMPLES OF NEIGHBORHOOD LOT WIDTHS IN SOUTH ST. PAUL

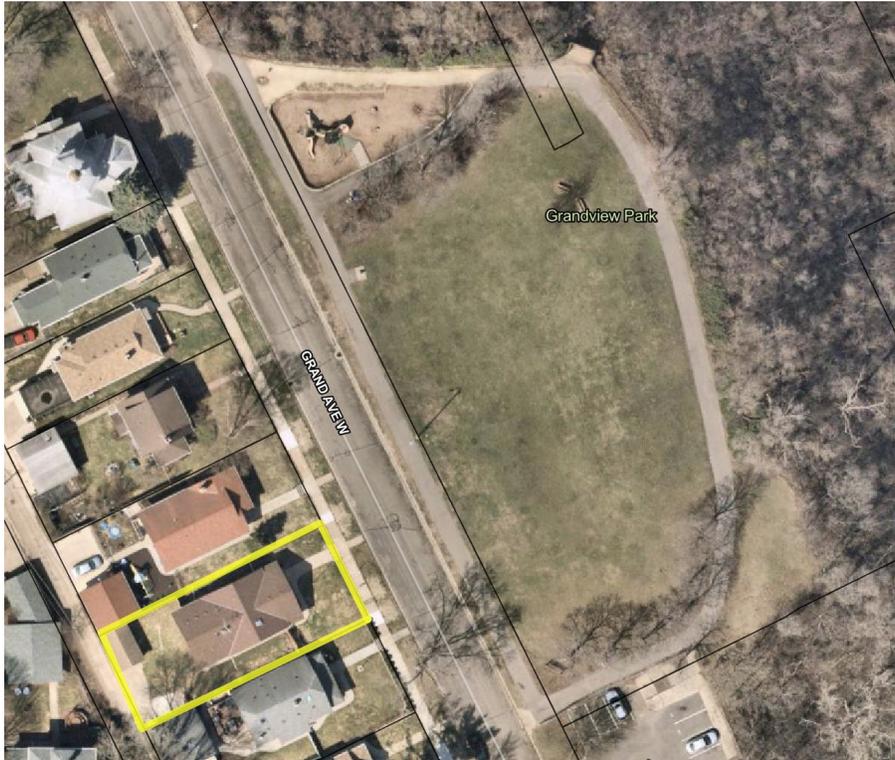
40-FOOT-WIDE LOTS

- Almost all of SSP's original neighborhoods were platted in the 1800's with lots that are 40 feet wide and either 120 or 125 feet deep. Most neighborhoods with R-2 zoning and many neighborhoods with R-1 zoning were platted with 40-foot-wide lots.
- The home shown below was built on a 40-foot-wide lot with an alley. This is by far the most common type of single-family home lot in South St. Paul.



50-FOOT-WIDE LOTS

- A few older neighborhoods were platted with lots that are 50 feet wide. It is also common for people to create 50-foot lots by doing lot splits and combinations.
- The homes built on “Pill Hill” across the street from Grandview Park are an example of 50-foot-wide lots (see below).

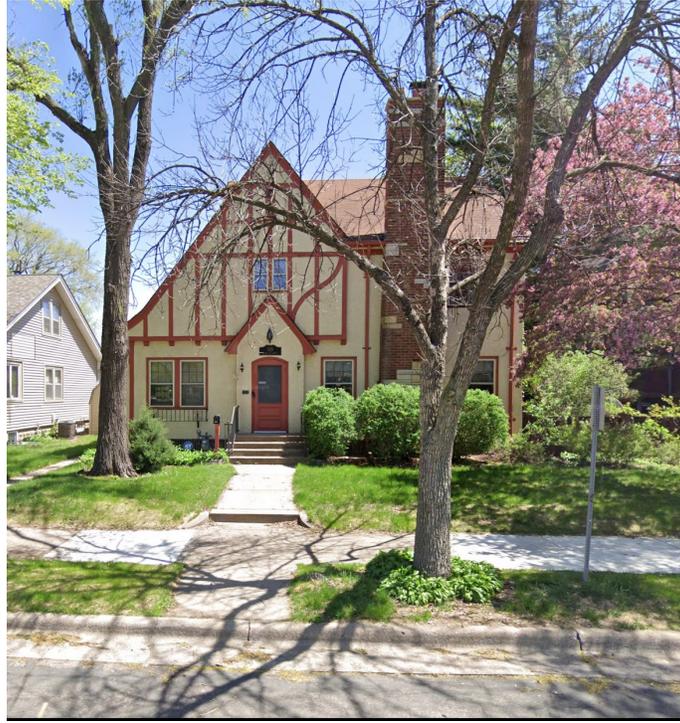


60-FOOT-WIDE LOTS

- Most of the neighborhoods created in the 1950's and 1960's were platted with 60-foot-wide lots including the neighborhoods near Fleming Field Airport.



- 60-foot-wide single-family-home parcels can also be found all over SSP because it is very common for the owners of 40-foot-wide lots to purchase a vacant 40-foot-wide lot that sits between their properties and split it in half to share. The house shown below sits on a 60-foot-wide parcel in an R-2 neighborhood that consists of mostly 40-foot wide lots.



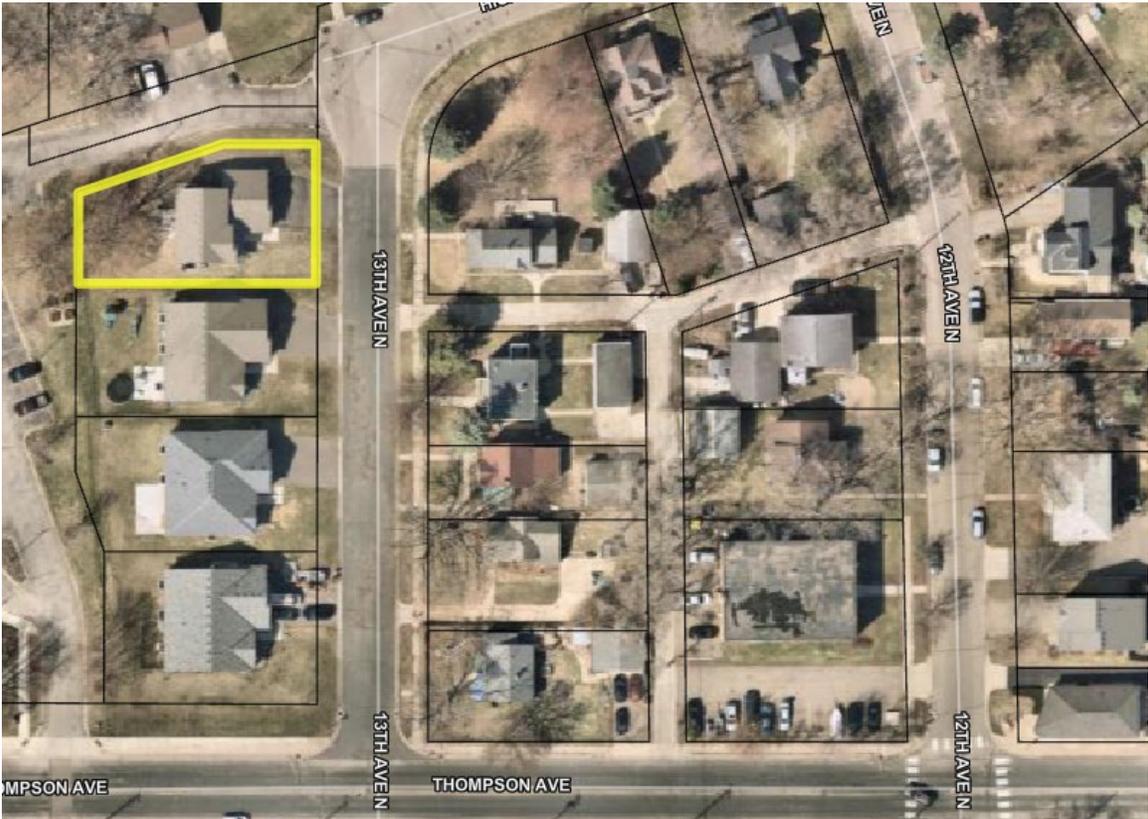
70-FOOT-WIDE LOTS

- The Oak Park neighborhood on the west side of town was platted with a variety of lot widths but most of the original platted lots are around 70 feet in width.



75 FOOT-WIDE LOTS AND OTHER LARGE LOTS

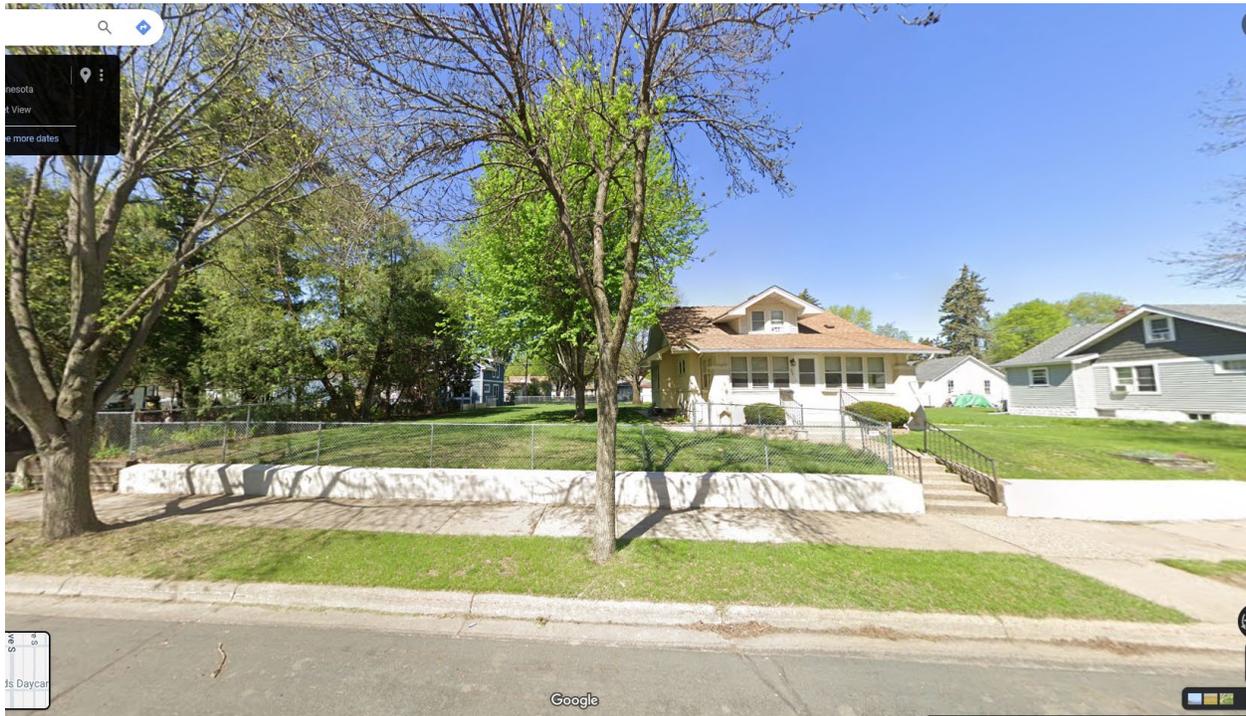
- Since 1967, it has not been legal to create a new neighborhood or new subdivision unless all lots are at least 75 feet wide, 120 feet deep, and at least 9,000 square feet in size. There are just a small number of neighborhoods in South St. Paul that meet these requirements including a few neighborhoods near Seidl's Lake that were developed in the 1980's.
- Most of the community's newest single-family home developments such as South Bluff (1999), Wentworth Hollow (2000), and Wilson Heights (2003) greatly exceed the minimum lot size requirements since they were designed to support large footprint "estate-style" homes, often with 3-car attached garages. Many lots in these newer neighborhoods are 80-100 feet wide.
- Many subdivisions throughout the community include at least some larger lots. Additionally, there are many property owners in the older neighborhoods who own a "double lot" which consists of two adjacent 40-foot-wide lots that have been combined into one tax parcel. Sometimes a large house is built over both lots but sometimes the house is built on just one lot and the other lot is left as empty yard space so that it can be split off in the future for another home site.



78-Foot-Wide Lot Platted in 2009 in the "Thompson Heights" Subdivision



89-Foot-Wide Lot Platted in 2000 in the "Wentworth Hollow" Subdivision



80-Foot-Wide "Double Lot" Created by Combining Two 40-Foot-Wide Lots From The Ravenscroft Park Subdivision which was Platted in 1887.

ATTACHMENT C
EXAMPLE OF THE TYPE OF INFILL SINGLE-FAMILY HOME LOT THAT THE
CITY HAS HISTORICALLY APPROVED THROUGH LOT SPLITS



- Vacant lot located north of 320 14th Avenue South
- Located in R-1 zoning district where new lots can only be platted with a minimum lot width of 75 feet, a minimum lot depth of 120 feet, and a minimum size of 9,000 square feet.
- The neighborhood was platted as the “Deer Park Subdivision” in 1886 which has 40-foot wide lots. There are 40-foot-wide lots on the block which have houses on them.
- The City allowed the new lot outlined in yellow to be created via a lot split in 2004. It is roughly 53 feet wide and 120 feet deep with a total square footage of 6,601 square feet. It consists of pieces of two different platted lots of record from the Deer Park Subdivision but is not itself a platted lot of record. In accordance with longstanding City policy, the City approved it because it is consistent with the existing parcel sizes on the block.
- The vacant lot was recently sold and Staff has fielded several inquiries about whether a new single-family home could be built on the property. Staff has been telling callers that the lot is buildable because the City definitely approved it to be a buildable lot in 2004. However, the Code does not clearly say that it is buildable without a variance since it is not a platted lot of record and does not meet minimum lot size and lot width requirements.

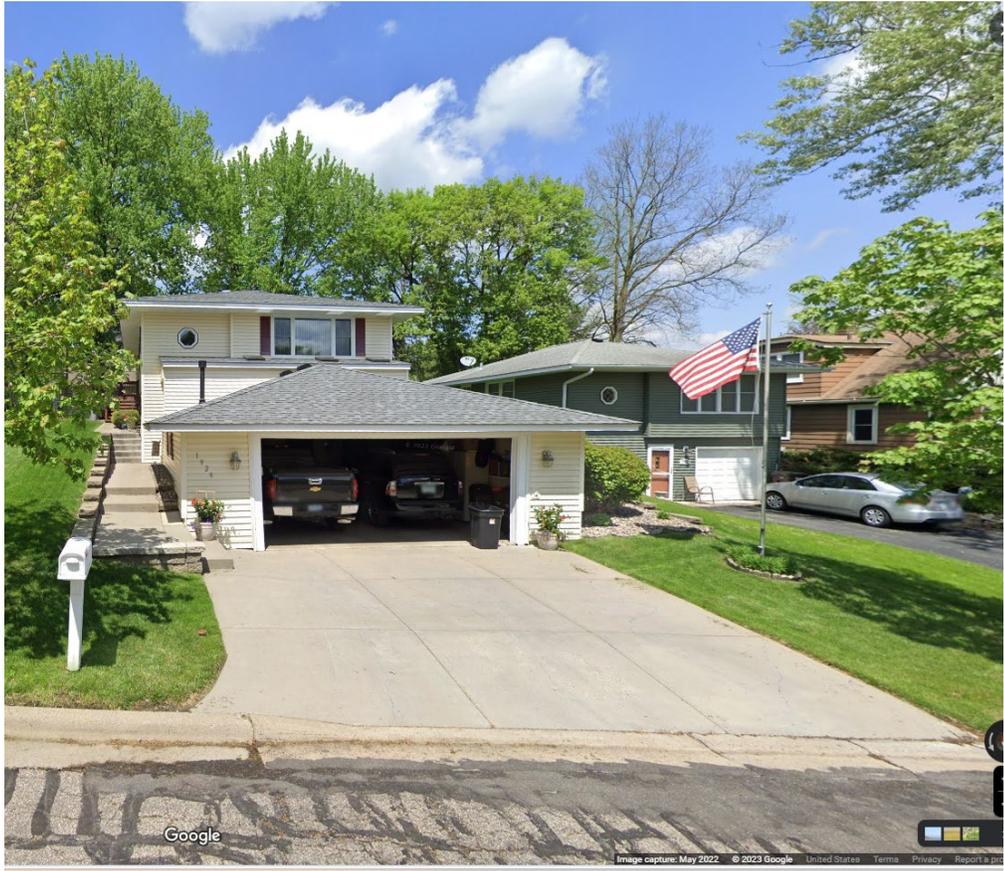
**ATTACHMENT D
EXAMPLES OF SSP HOMES WITH TRADITIONAL DESIGN**





ATTACHMENT E
EXAMPLES OF SSP HOMES WITH “GARAGE FORWARD” DESIGN





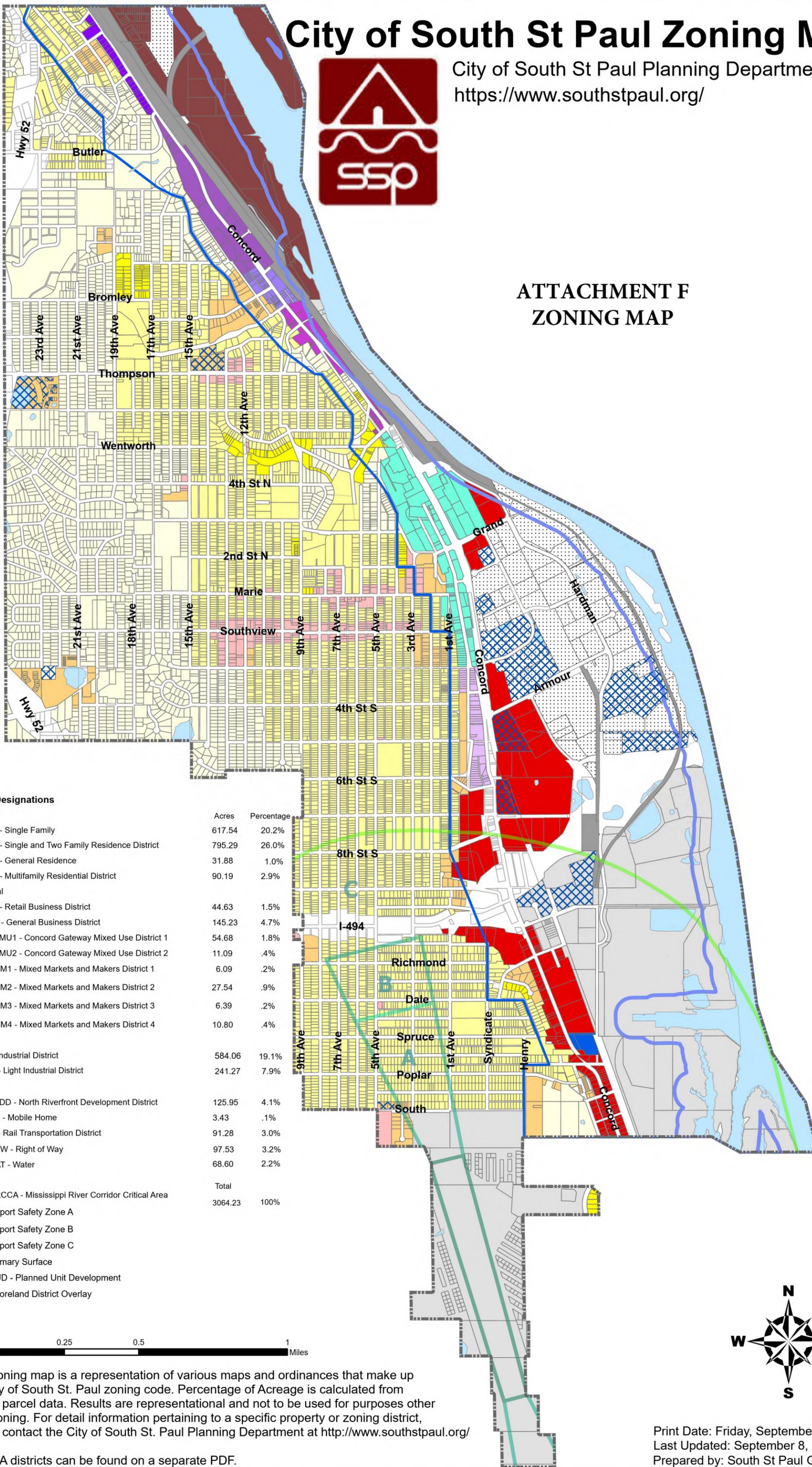


City of South St Paul Zoning Map

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



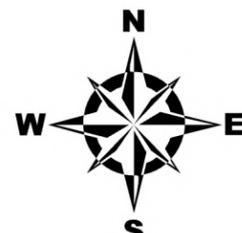
ATTACHMENT F ZONING MAP



Zoning Designations

- Residential**
- R1 - Single Family
- R2 - Single and Two Family Residence District
- R3 - General Residence
- R4 - Multifamily Residential District
- Commercial**
- C1 - Retail Business District
- GB - General Business District
- CGMU1 - Concord Gateway Mixed Use District 1
- CGMU2 - Concord Gateway Mixed Use District 2
- MMM1 - Mixed Markets and Makers District 1
- MMM2 - Mixed Markets and Makers District 2
- MMM3 - Mixed Markets and Makers District 3
- MMM4 - Mixed Markets and Makers District 4
- Industrial**
- I - Industrial District
- I-1 - Light Industrial District
- Other**
- NRDD - North Riverfront Development District
- MH - Mobile Home
- RT - Rail Transportation District
- ROW - Right of Way
- WAT - Water
- MRCCA - Mississippi River Corridor Critical Area
- Airport Safety Zone A
- Airport Safety Zone B
- Airport Safety Zone C
- Primary Surface
- PUD - Planned Unit Development
- Shoreland District Overlay

Acres	Percentage
617.54	20.2%
795.29	26.0%
31.88	1.0%
90.19	2.9%
44.63	1.5%
145.23	4.7%
54.68	1.8%
11.09	.4%
6.09	.2%
27.54	.9%
6.39	.2%
10.80	.4%
584.06	19.1%
241.27	7.9%
125.95	4.1%
3.43	.1%
91.28	3.0%
97.53	3.2%
68.60	2.2%
Total	100%



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

MRCCA districts can be found on a separate PDF.

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

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

Ordinance No. 14XX

**AN ORDINANCE AMENDMENT UPDATING SUBDIVISION REGULATIONS FOR
LOT SPLITS AND UPDATING ZONING REQUIREMENTS FOR RESIDENTIAL
PROPERTIES**

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

SECTION 1. AMENDMENT. South St. Paul City Code Section 114-5 is hereby amended as follows:

Sec. 114-5. Tax parcel splits and property line adjustments and combinations.

~~Persons requesting tax parcel splits or combinations shall pay a fee to the city in the amount established by the city council.~~

- (a) ~~The City shall review tax parcel splits as well as property line adjustments to ensure that zoning nonconformities are not created because of the split or property line adjustment. Persons requesting a tax parcel split or property line adjustment shall pay a fee to the City in the amount established by the City Council.~~
 - (b) ~~A request for a tax parcel split or property line adjustment must be approved by the City prior to Dakota County processing the request and modifying the dimensions of the tax parcels.~~
 - (c) ~~A request for approval of a tax parcel split or property line adjustment shall be accompanied by the submission of a signed certificate of survey prepared by a licensed surveyor in order to demonstrate conformance with Section 118 of the City Code. Upon finding that all City requirements have been met, the Zoning Administrator shall place the tax parcel split or property line adjustment on the next City Council agenda for approval. Tax parcel splits and property line adjustments shall be approved by resolution.~~
- (1) ~~If the certificate of survey demonstrates that the lot split will cause existing improvements on the subject property to become nonconforming, the lot split approval may be conditioned upon the removal or relocation of those improvements. The Zoning Administrator shall withhold the signed resolution until it has been verified that the nonconforming improvements have been removed or relocated. As an alternative, the City Council may enter into a written agreement with the property owner and may authorize the collection of a cash escrow that is sufficient in size to cover the cost of preparing the written agreement and to ensure that the nonconforming improvements will be removed or otherwise made conforming.~~

- (d) A lot platted prior to May 1, 1967, which has been combined with other lots may be restored to its original dimensions via a lot split using the process outlined above without a variance for lot size, lot width, or lot depth provided that the following are met:
- (1) The lot is large enough to be considered buildable as a lot of record in the applicable zoning district.
 - (2) The lot has at least 30 feet of frontage directly abutting a publicly dedicated street, subject to the provisions of Section 114-67(d).
 - (3) The lot has access to City sewer and water.
 - (4) The land has not been replatted and its legal description is still based on the plat that was completed prior to May 1, 1967.
 - (5) It is permissible for a lot being restored to include additional land beyond its original dimensions but the parcel must include all of the land from the original platted lot in order to be considered buildable as a lot of record.

SECTION 2. ENACTMENT. South St. Paul City Code Section 114-6 is hereby enacted as follows:

Sec. 114-6.- Splitting an Existing Side-By-Side Two-Family Dwelling

- (a) Notwithstanding the requirements of this chapter, a lot with an existing side-by-side two-family dwelling may be subdivided along the party wall to allow separate ownership of each side of the building provided that the following occur:
- (1) Covenants are recorded that set forth the following:
 - a. The requirements for exterior maintenance of the building and grounds.
 - b. The requirements for reconstruction if one (1) or both sides of the building are damaged or destroyed.
 - c. Relationship among owners of the adjoining living unit, including arbitration of disputes.
 - d. Whether utility services will be separate or shared.
 - e. The covenants shall state that the parcels may be used separately as long as the existing building is continued and that thereafter the lots shall be combined to make a single parcel or otherwise be enlarged to conform to the requirements of these land subdivision regulations.

- f. Evidence of proper filing of the covenants shall be submitted to the zoning administrator before the lot split approval will be in effect.
- (2) If not already compliant, the common party wall fire rating must be brought up to new construction standards contained in the State Building Code. Party walls must also provide sound transmission control ratings as per the State Building Code.
- (3) Each unit must be separately and independently connected to public sanitary sewer and water mains.
- (4) A lot split creating a new lot with a separate dwelling unit is considered a subdivision and the new lot shall be subject to a park dedication fee that is consistent with Chapter 42, Article IV.
- (5) Except for setbacks along the common property line, all other setback and yard requirements shall be met.

SECTION 3. AMENDMENT. South St. Paul City Code Section 118-122 is hereby amended as follows:

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

Lot line, zero, means that side lot line against which is placed a building, if and when approved by the city council.

Lot of record means a parcel of land created by a plat, deed, or similar instrument, which has had the same dimensions since at least May 1, 1967, with those dimensions being shown on a document or map on file with the county recorder. It shall also mean any parcel that was lawfully created by a subdivision approved by the City Council after May 1, 1967 that was deemed a buildable lot as part of the subdivision approval.

Lot, through, means any lot other than a corner lot that abuts more than one street. On a through lot, all the street lines shall be considered the front lines unless otherwise approved by the city engineer.

SECTION 4. AMENDMENT. South St. Paul City Code Section 118-9 is hereby amended as follows:

Sec. 118-9. Architectural requirements.

- (b) ~~*Residential structures.* In addition to the requirements stated in each section of the Code relating to the specific zoning districts, for districts R-1, R-2, R-3, and R-4, the following standards shall apply for single-family detached dwellings:~~
 - (1) ~~*Minimum roof pitch:* The pitch of the main roof shall be not less than two and one-half feet of rise for each 12 feet of horizontal run. This requirement may be waived for earth sheltered structures.~~

~~(2) *Placement:* Every single-family dwelling shall be placed so that the apparent entrance or front of the home faces or parallels the principal street frontage, except where the lot size exceeds one acre.~~

~~(3) *Foundations:* Every dwelling shall be placed on a permanent foundation in compliance with the Uniform Building Code as adopted by the city.~~

(b) *Residential structures.* In addition to the requirements contained in each section of the Code relating to the specific zoning districts:

(1) *For all residential buildings in all zoning districts:*

a. *Garage-Forward Design is Restricted:* No attached garage shall be built more than five feet closer to the front property line than the non-garage part of the principal structure. An addition onto an existing attached garage that is lawful nonconforming with this setback requirement may be built with the same setback from the front property line as the existing garage provided:

1. All other zoning requirements must be met.
2. The expansion must not result in a garage that is more than three stalls wide. If the garage is being made three stalls wide, the third stall must be set back at least an additional 2 feet from the front property line.
3. The garage must include windows in the vehicle entrance doors, one or more windows above the vehicle entrance doors, or a different architectural treatment that diminishes the visual impact of the garage doors.

b. *Design Requirements for Attached Garages:* Garage doors that face a public street shall be no more than nine (9) feet in height. Garage doors that face the front property line shall not exceed sixty (60) percent of the total width of the principal structure facing the front property line. These requirements shall not apply to an attached garage located in a rear yard.

(2) *For districts R-1, R-2, R-3, and R-4, the following standards shall apply for single-family detached dwellings:*

a. *Minimum roof pitch:* The pitch of the main roof shall be not less than two and one half feet of rise for each 12 feet of horizontal run. This requirement may be waived for earth sheltered structures.

b. *Placement:* Every single-family dwelling shall be placed so that the apparent entrance or front of the home faces or parallels the principal street frontage, except where the lot size exceeds one acre.

c. Foundations: Every dwelling shall be placed on a permanent foundation in compliance with the State Building Code as adopted by the City.

SECTION 5. AMENDMENT. South St. Paul City Code Section 118-121 is hereby amended as follows:

Sec. 118-121. R-1, single-family district

(c) *Building height, width, ~~and area,~~ and architecture requirements.* Within the R-1 district, residential dwellings must comply with the following:

- (1) Shall not exceed a height of three stories, or 28 feet above grade as defined in the Minnesota State Building Code;
- (2) Shall be a minimum of 24 feet wide; and
- (3) Shall have a minimum area footprint of 800 square feet.

(4) Shall comply with the architectural requirements for residential structures contained in Section 118-9.

(d) *Lot requirements.* Within the R-1 district, the following requirements shall apply:

(1) *Lot area, width, and depth.* Each dwelling, together with its accessory buildings, shall be located on a lot having an area not less than 9,000 square feet, width of not less than 75 feet, and depth of not less than 120 feet, except in the following circumstances: ~~that a dwelling may be erected on a lot platted prior to May 1, 1967 having less than the foregoing area and width but having no less than 4,500 square feet of lot area.~~

a. A dwelling may be erected on a lot platted prior to May 1, 1967 or a lot of record that was lawfully established, having less than the foregoing area, width, and depth but having no less than 4,000 square feet of lot area. A lot platted prior to May 1, 1967 which has been combined with other lots may be restored to its original dimensions, subject to the provisions of Section 114-5.

b. When an existing block contains lots platted prior to May 1, 1967 or other lots of record that do not meet standard R-1 requirements, new lots may be created on the block which also do not meet standard R-1 lot dimension requirements provided that they are consistent with existing lot dimensions on the block. No new lot being created under this provision may have a width that is less than the narrowest lot of record on the block which faces the same street. No new lot being created under this provision may have a lot area that is less than the smallest lot of record on the block which faces the same street. Additionally:

1. New lots which do not have access to an abutting improved alley must have an area of at least 6,000 square feet, a width of at least 50 feet, and a depth of at least 120 feet.

2. New lots which do have access to an abutting improved alley must have an area of at least 4,800 square feet, a width of at least 40 feet, and a depth of at least 120 feet.

SECTION 6. AMENDMENT. South St. Paul City Code Section 118-122 is hereby amended as follows:

Sec. 118-122. R-2, single- and two-family residence district.

- (c) *Building height, width, area, and architecture requirements.* Within the R-2 district, ~~the permitted~~ building height, width, ~~and~~ area, and architecture for residential dwellings shall be as regulated in the R-1 district.
- (d) *Lot requirements; single-family dwellings.* ~~The requirements shall be the same as specified in section 118-121(d) to all single-family dwellings in the R-1 district. Each dwelling, together with its accessory buildings, shall be located on a lot having an area of not less than 6,000 square feet, width of not less than 50 feet, and depth of not less than 120 feet, except in the following circumstances:~~
- (1) ~~A dwelling may be erected on a lot platted prior to May 1, 1967 or a buildable lot of record that was lawfully established, having less than the foregoing area, width, and depth but having no less than 4,000 square feet of lot area. A lot platted prior to May 1, 1967 which has been combined with other lots may be restored to its original dimensions, subject to the provisions of Section 114-5.~~
 - (2) ~~When an improved alley is provided along the rear or side property line, a new buildable lot may be created with an area of not less than 4,800 square feet, a width of not less than 40 feet, and a depth of not less than 120 feet.~~
- (e) *Lot requirements; two-family dwellings.* The following minimum lot and building requirements shall apply to all two-family dwellings in the R-2 district whether the two-family homes are newly constructed or are newly created by remodeling an existing structure which was previously not a two-family dwelling:
- (1) *Lot area, width, and depth.* ~~No two-family dwelling shall be erected on a lot having less than 9,000 square feet of area and having less than 75 feet in width except that a building may be constructed on a lot platted prior to May 1, 1967, provided there is not less than less than 60 feet of frontage, and 7,500 7,200 square feet of area.~~

SECTION 7. AMENDMENT. South St. Paul City Code Section 118-123 is hereby amended as follows:

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

- (d) *Lot area, yard, and building height, width, ~~and~~ area, and architecture requirements.*
- (1) One- and two-family dwellings shall comply with the requirements of the R-2 district;
 - (2) Buildings containing three or more dwelling units shall be subject to the provisions of section 118-267.

SECTION 8. AMENDMENT. South St. Paul City Code Section 118-124 is hereby amended as follows:

Sec. 118-124. R-4, multifamily residential district.

(d) *Lot area, yard, ~~and~~ building height, and architecture requirements.* ~~These requirements shall be as provided in section 118-267(f).~~

(1) One- and two-family dwellings shall comply with the requirements of the R-2 district;

(2) Buildings containing three or more dwelling units shall be subject to the provisions of section 118-267.

SECTION 9. AMENDMENT. South St. Paul City Code Section 118-208 is hereby amended as follows:

Sec. 118-208. Accessory buildings and structures.

The requirements and regulations specified in this chapter shall be subject to the following:

(c) *Location.*

All residential zoning districts:

a. Side yard setbacks:

- i. Accessory buildings in a residential district must be located at least five feet from the side lot line in the front two-thirds of the lot and three feet in the rear one-third of the lot. The required side yard may be eliminated in a situation where adjoining property owners construct a detached garage sharing a common wall which is located in the rear one-third of both lots. Accessory buildings and projections (soffits or overhang) located less than five feet from the property line are subject to additional fire separation requirements from the Minnesota State Building Code.
- ii. An accessory buildings must be located at least nine feet from the street side property line on a corner lot.
- iii. When an alley runs parallel to a side property line, a garage with an entrance facing said alley must be set back at least eight feet from the alley right-of-way line.

SECTION 10. AMENDMENT. South St. Paul City Code Section 118-353 is hereby amended as follows:

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

(a) *Driveway restrictions ~~width limitation~~.* Parking areas shall be designed so as to provide adequate means of access to a public street or alley. Such access driveway widths and

surface type shall be in accordance with standards approved by the city engineer, but in no case shall they exceed 22 feet in width unless approved or required by the city engineer. Driveway access shall be so designed and located as to cause the least interference with traffic movement on a street or alley. ~~There shall be only one driveway access off a public street for each one-family residential lot.~~ Driveway accesses onto public streets shall be subject to the following:

- (1) There shall be only one driveway access off a public street for each one-family residential lot.
- (2) On a residential lot that has less than 50 feet of street frontage and is not on a cul-de-sac bulb, access to off-street parking must be from an abutting improved alley if available. These properties may not have driveway access to the public street if an alley is available. This provision may be waived by the Zoning Administrator if it is determined in the review of a building permit or site plan review application that there are circumstances unique to the property that make this impractical, unreasonable, or harmful to the public safety including, but not limited to, topography that prevents the improved alley from being easily accessed from the dwelling unit on the subject property. On corner lots, access to off-street parking may be from the side street.

SECTION 11. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

This ordinance amendment codifies procedures for processing lot split and property line adjustment requests, updates lot dimension and lot size requirements for residential properties, establishes a process for splitting a twinhome into two separate lots, and establishes new design requirements for residential properties.

SECTION 12. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Deanna Werner, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 20, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: RG

10-B

AGENDA ITEM: First Reading- Ordinance Creating Performance Standards for Outdoor Dining

ACTION TO BE CONSIDERED:

Introduce ordinance for a first reading.

OVERVIEW:

Application

The Applicant is the City of South St. Paul.

Background

The City Code does not currently contain zoning rules for outdoor dining. Because there are no set rules, the City has historically required all proposed outdoor dining areas to get a conditional use permit and rules have been set “case by case” as part of the conditional use permit review. The City has approved outdoor dining areas at Concord Lanes, Bugg’s Bar, Envision Hotel, Black Sheep Coffee, and Stockyard’s Tavern and Chophouse in this manner.

South St. Paul suspended its standard outdoor dining review processes during the Covid-19 pandemic and allowed temporary outdoor dining areas to be reviewed and approved administratively by City Staff if a set of rules were followed. This approach worked well, and the City Council held a Worksession discussion in June of 2021 to review a draft ordinance that would establish clear zoning requirements for outdoor dining and establish an administrative process for reviewing outdoor dining areas at the staff level.

Council gave the following feedback in 2021:

- The draft performance standards look good, and the Council is supportive of allowing outdoor dining areas to be approved administratively.
- Planning and Engineering should work together to also draft an ordinance that will allow sidewalk cafes in the public right-of-way on streets with sufficiently wide sidewalks.
- Planning and the City Clerk should work together to determine the best way to handle liquor in outdoor dining areas.

A revised ordinance was prepared in early 2022 but then the code project was mothballed due to the retirement of City Clerk Christy Wilcox and City Engineer Sue Polka. The project has been revived and the proposed ordinance has the support of Planning, Engineering, and the City Clerk.

Performance Standards for Outdoor Dining

The key idea with this ordinance is that it will allow City Staff to approve outdoor dining areas administratively to avoid the time, expense, and uncertainty associated with going through a conditional use permit application. There will be consistent performance standards that Staff can use to evaluate each outdoor dining proposal.

New outdoor dining areas on private property will need to meet the following standards:

- The outdoor dining area needs to be clearly defined and protected from vehicles if it is directly adjacent to a parking or driving area.
- The outdoor dining area must be surfaced with concrete, asphalt, pavers, or a deck. Any other type of surface will require a site plan review by the City Council.
- The outdoor dining area must meet all fire codes and building codes.
- The operator must provide trash cans if the outdoor dining area is self-service.
- The approach that the City has historically taken regarding parking supply for outdoor dining areas is being officially added to the City Code. If the outdoor dining area has more seats than the indoor dining area and the overall restaurant use has more than 7,500 square feet of dining space, the Applicant needs a conditional use permit, and the City will evaluate whether there is sufficient parking supply for such a large outdoor dining area.
- If the outdoor dining area is closer than 20 feet to a residential property line, the Applicant must install screening along the property line unless otherwise allowed by conditional use permit.

“Sidewalk cafes” on City-owned sidewalks will need to meet the following standards:

- The Applicant will need to submit a site plan and secure a sidewalk cafe permit and a right-of-way obstruction permit from the City. These permits can be revoked for noncompliance with sidewalk café rules or if the City needs to clear the right-of-way for any reason, such as a construction project.
- The Applicant must provide the City with adequate proof of insurance.
- Sidewalk cafes may only operate between April 1st and November 1st to avoid conflicts with snow clearing and snow storage.
- Sidewalk cafes will only be allowed on sidewalks that are wide enough to accommodate them. There always needs to be at least 4 feet of unobstructed sidewalk to meet ADA requirements.
- Sidewalk cafes can only be placed on sidewalks that are adjacent to a restaurant.

Proposed Approach to Alcohol and Outdoor Dining

Today, restaurants that want to serve alcohol need both a conditional use permit for on-sale liquor (processed by Planning/Zoning) and a liquor license (processed by the City Clerk). The City can use the conditional use permit process to add “case by case” conditions to each restaurant that serves alcohol. For many indoor restaurants, the City only has one condition of approval in the on-sale liquor CUP which is that the Applicant must apply for and hold a liquor license. “Case by case” conditions can also be attached to liquor licenses when they are up for renewal if there have been problems during the previous year.

Outdoor dining areas have historically been regulated through the conditional use permit process and alcohol-serving restaurants that want to add outdoor dining have been required to seek an amendment to their on-sale liquor conditional use permit. There are some advantages to the conditional use permit process, but the major disadvantage is that it is time-consuming and has an element of uncertainty that may deter some restaurants from moving forward with outdoor dining.

Historically, conditional use permits for outdoor dining have dealt primarily with issues like fencing and site circulation. A few outdoor dining areas like Bugg’s Bar have included additional restrictions such as a limit on how many people can be in the outdoor dining area. Staff is recommending the following standards for liquor at an establishment with outdoor dining:

- Restaurants or other establishments with an existing Conditional Use Permit for on-sale liquor DO NOT need a conditional use permit amendment to serve alcohol in their outdoor dining area if they agree to close their patio by 10 PM each night. If they wish to keep their patio open later than 10 PM, they will need to seek a conditional use permit amendment and the City can attach conditions.
- Restaurants or other establishments that are “grandfathered” to serve liquor without a Conditional Use Permit will need to obtain a Conditional Use Permit for on-sale liquor if they want to start serving alcohol in their outdoor dining area.

The City Council discussed the proposed approach to alcohol in outdoor dining areas at their January 22nd Worksession and was supportive of using the approach outlined above.

Zoning Code Cleanup- Off-Sale 3.2 Malt Liquor Sales

The City Code requires off-sale and on-sale liquor establishments to obtain a conditional use permit prior to obtaining a liquor license. Historically, the City has not required a conditional use permit for a retail business that only wants to sell 3.2 beer. Many grocery stores and convenience stores in SSP have licenses to sell 3.2 beer including Family Dollar, the two Holiday gas stations, Kwik Trip, and Knowlan’s Grocery Store. None of these retailers hold a conditional use permit for off-sale liquor. Some parts of the zoning code appear to state that these businesses should have been required to obtain a conditional use permit before qualifying for a liquor license. The City has no compelling reason to start requiring a conditional use permit for retail stores that want to sell 3.2 beer as an accessory use so the zoning code should be updated to make it clear that this type of business does not need a conditional use permit.

Planning Commission Public Hearing

The Planning Commission held a public hearing for the draft ordinance at their meeting on February 7, 2024. No members of the public attended the hearing or submitted comments. The Planning Commission was generally supportive of the proposed ordinance and the consensus was that outdoor dining is a nice amenity for the community and it is a good idea to make it easier for restaurants to provide outdoor dining. The Planning Commission would like the City to push for Dakota County to start allowing sidewalk cafes on county roads like Southview Boulevard if there is sufficient space. Dakota County currently prohibits sidewalk cafes in their road right-of-way and City Staff has been informally lobbying County Staff to try to change this policy for several years without success.

The Planning Commission recommended approval of the proposed ordinance with a 6-0 vote.

Discussion

This code update has been in the works for several years and City Staff has checked in with the City Council periodically to ensure that they are comfortable with the approach being taken. Back in 2021, City Staff surveyed many metro-area communities and determined that most communities in the area do approve outdoor dining administratively rather than running these projects through a Planning Commission and City Council review. The draft ordinance has been written in such a way that a conditional use permit is still required in situations where there may be a need for additional review such as when a restaurant with alcohol wants late night hours for their patio (later than 10 PM) or there is a residential property nearby and the Applicant is for some reason unable to comply with “default” screening requirements.

STAFF RECOMMENDATION:

Staff recommends that the City Council introduce the ordinance for a first reading.

ATTACHMENTS

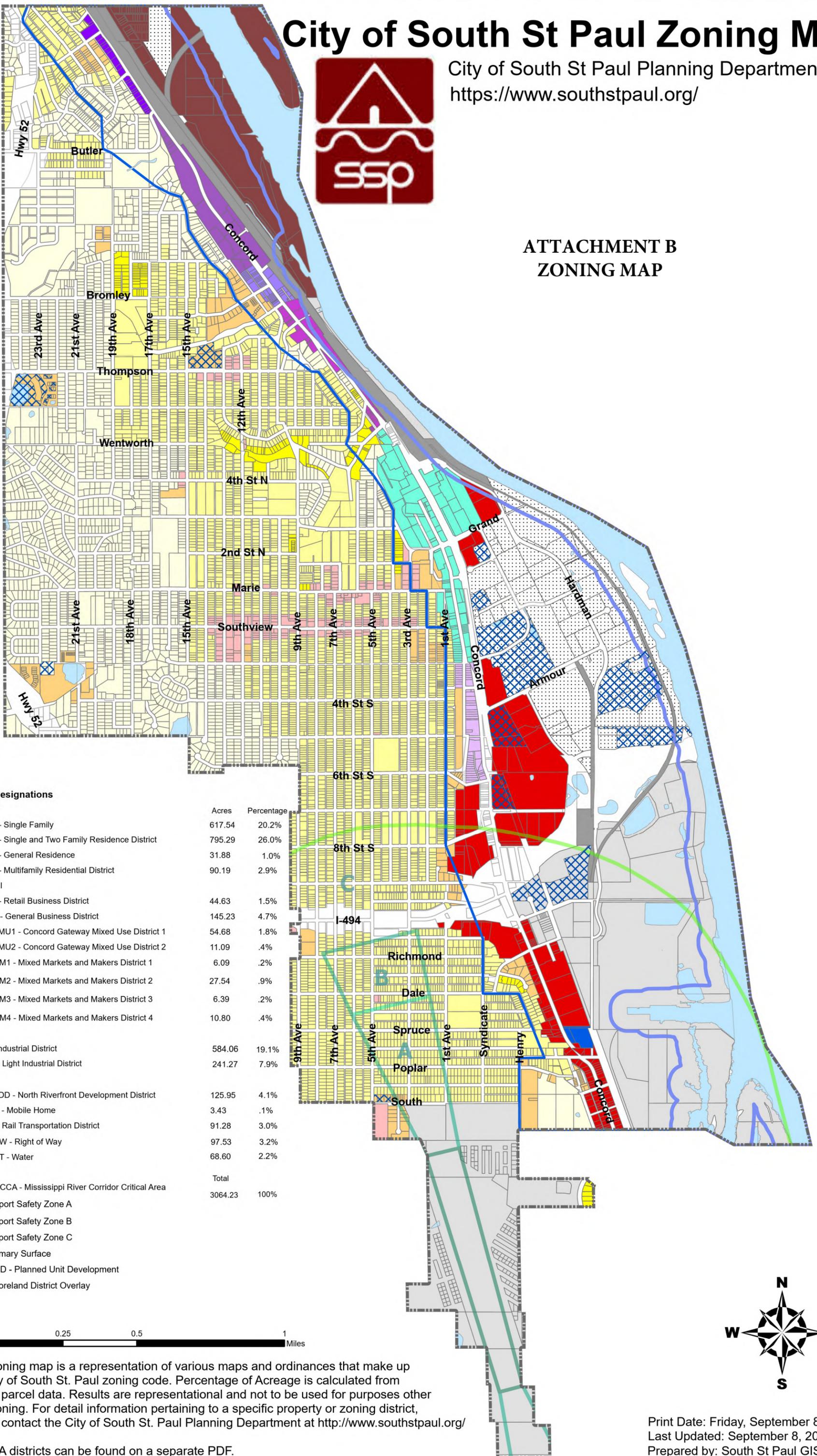
A. ZONING MAP

City of South St Paul Zoning Map

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



ATTACHMENT B ZONING MAP



Zoning Designations

	Acres	Percentage
Residential		
R1 - Single Family	617.54	20.2%
R2 - Single and Two Family Residence District	795.29	26.0%
R3 - General Residence	31.88	1.0%
R4 - Multifamily Residential District	90.19	2.9%
Commercial		
C1 - Retail Business District	44.63	1.5%
GB - General Business District	145.23	4.7%
CGMU1 - Concord Gateway Mixed Use District 1	54.68	1.8%
CGMU2 - Concord Gateway Mixed Use District 2	11.09	.4%
MMM1 - Mixed Markets and Makers District 1	6.09	.2%
MMM2 - Mixed Markets and Makers District 2	27.54	.9%
MMM3 - Mixed Markets and Makers District 3	6.39	.2%
MMM4 - Mixed Markets and Makers District 4	10.80	.4%
Industrial		
I - Industrial District	584.06	19.1%
I-1 - Light Industrial District	241.27	7.9%
Other		
NRDD - North Riverfront Development District	125.95	4.1%
MH - Mobile Home	3.43	.1%
RT- Rail Transportation District	91.28	3.0%
ROW - Right of Way	97.53	3.2%
WAT - Water	68.60	2.2%
Total	3064.23	100%

0 0.25 0.5 1 Miles



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

MRCCA districts can be found on a separate PDF.

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

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

**AN ORDINANCE CREATING PERFORMANCE STANDARDS FOR OUTDOOR
DINING**

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

SECTION 1. ENACTMENT. South St. Paul City Code Chapter 54, Article VII is hereby enacted as follows:

Article VII.- Sidewalk Cafes

Section 55-454.- Generally

Sidewalk cafes for restaurants, cafes, delicatessens, and similar uses may be permitted as an accessory use on city-owned sidewalks for businesses in zoning districts that allow outdoor dining.

Section 55-455.- Permits Required

Sidewalk cafes may be located on the public sidewalk within city-owned right of way subject to receipt of a sidewalk cafe permit from the Zoning Administrator pursuant to this division and a Right-of-Way Obstruction Permit from the City Engineer subject to the requirements of Section 54-407.

Section 55-456.- Permit applications

Applications for a sidewalk café permit shall be made on forms supplied by the Zoning Administrator. A business is required to submit a completed application and scaled diagram with the information requested on the application, including, but not limited to:

- a. Width of the sidewalk
- b. Dimensions of the sidewalk café area
- c. Amount of sidewalk space available around the café area
- d. Layout of the sidewalk café furnishings (tables, chairs, planters, umbrellas, and fencing or barricades)
- e. Location of nearby fire hydrants, light posts, bus shelters, traffic signals, trees/grates, or other public structures
- f. Building entrances/exits

Section 55-457.- Location

No permit shall authorize a sidewalk café at any location outside of the City's jurisdiction or prohibited by state law, county ordinance or this Code.

Section 55-458.- Insurance Required

The applicant must furnish to the Zoning Administrator as part of the application evidence that public liability insurance has been procured for any death or personal injury arising from the ownership, maintenance, or operation of the sidewalk café. Amounts shall meet or exceed the statutory maximum liability amounts listed in Minn. Stat. 466.04, Subd. 1.

The applicant shall maintain such insurance in effect at all times during the term of the permit. The city shall be named as an additional name insured in the policy proving such insurance. The licensee shall indemnify and hold harmless the city, the city's public official, employees, and agents from any losses, costs, damages and expenses arising out of the use, design, operation, or maintenance of the sidewalk café.

Section 55-459.- Conditions of Use

- (1) The location of the sidewalk café shall be selected to minimize interference with pedestrian traffic.
- (2) The location of the sidewalk shall consider the placement of existing public infrastructure.
- (3) If the sidewalk café is adjacent to a traffic lane, a barrier such as a planter or railing shall be installed to separate the sidewalk café from the curb and street area.
- (4) Intoxicating liquor, beer or wine may be consumed only if the sidewalk café is licensed and the business has a Conditional Use Permit for on-sale liquor. A sidewalk café where alcoholic beverages are served must close by 10 PM unless later hours of operation are granted via a conditional use permit amendment.
- (5) The area occupied by the sidewalk café shall abut and operate as part of the food establishment operated by the applicant. No part of the sidewalk café shall adjoin any premises other than the applicant's establishment.
- (6) No tables, chairs, furnishings, planters, railings or other obstructions shall be placed or remain on the sidewalk between November 1 and April 1.
- (7) It shall be the duty of the food or beverage establishment to maintain sidewalk café furnishings such as chairs, tables, fencing, barricades, planters, and their plant materials at all times in a neat, clean, safe and sanitary condition at its property location in accordance with the approved site plan.
- (8) An appropriate refuse receptacle shall be readily available to the patrons of the sidewalk café.
- (9) A minimum width of forty-eight (48) inches of clear, unobstructed pedestrian through walk zone, exclusive of the curb, shall be maintained on the public sidewalk at all times.

(10) A twenty-four (24) inch clear zone shall be maintained at all times between the edge of a curbside sidewalk café and the face of a curb.

(11) Intoxicating liquors, beer, and wine may be consumed in the sidewalk café area only if it is explicitly covered under the property's liquor license.

Section 55-460- Sidewalk Café Permit Revocation

Sidewalk café permits are subject to revocation at any time, for any reason at the discretion of the city. Reasons for revocation may include but are not limited to right of way excavation, right of way construction, or a permit holder's failure to comply with the requirements of this section.

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

Sidewalk café means a grouping of tables, chairs and related items located wholly or partially within a public sidewalk or right-of-way for the purposes of service and consumption of food and beverages by patrons, when located immediately adjacent to a food and beverage service establishment having a common operator.

SECTION 3. AMENDMENT. South St. Paul City Code Section 118-125 is hereby amended as follows:

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

(c) *Accessory uses.* Within the CGMU-1 or CGMU-2 subdistricts, the following uses shall be permitted accessory uses:

- (1) Off-street parking of automobiles for patrons or employees of a permitted use.
- (2) Off-street loading areas as regulated herein.
- (3) Signs, fences, and decorative landscape features as regulated herein.
- (4) Customary uses incidental to the principal use as determined by the city council.

(5) Off-sale 3.2 percent malt liquor sales (licensed pursuant to Chapter 6 of the City Code)

SECTION 4. AMENDMENT. South St. Paul City Code Section 118-126 is hereby amended as follows:

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

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

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

- (2) Temporary construction buildings and storage as may be approved by the code enforcement officer.
- (3) Customary uses incidental to the principal use as may be approved by the city engineer.
- (4) Residential garage as allowed in the R-1 and R-2 districts.

(5) Off-sale 3.2 percent malt liquor sales (licensed pursuant to Chapter 6 of the City Code)

SECTION 5. AMENDMENT. South St. Paul City Code Section 118-127 is hereby amended as follows:

Section 118-127.- MMM, Mixed Markets & Makers District

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

Accessory Uses	MMM1	MMM2	MMM3	MMM4	Notes
Commercial indoor storage	X	C	X	C	(f)
<u>Off-sale 3.2 percent malt liquor sales (licensed pursuant to Chapter 6 of the City Code)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
Off-site storage for contractor operations	X	C	X	C	(f)

SECTION 6. AMENDMENT. South St. Paul City Code Section 118-128 is hereby amended as follows:

Sec. 118-128. GB, general business district.

- (b) *Uses by conditional use permit.* Within the GB district, the following uses may be allowed only by conditional use permit:

(27) On-sale and off-sale liquor sales, ~~including 3.2 percent beer.~~

SECTION 7. ENACTMENT. South St. Paul City Code Section 118-277.- Outdoor Dining is hereby enacted as follows:

Section 118-277. – Outdoor Dining

Outdoor dining is permitted as an accessory use for restaurants, cafes, delicatessens, breweries, wineries, cideries, distilleries, and similar uses in any zoning district where these uses are allowed, subject to the following conditions:

(a) Site Plan Review Required

(1) The proposed site plan for any outdoor area shall be reviewed in accordance with Section 118-47. Outdoor dining site plans may be reviewed and approved administratively by the Zoning Administrator if they fully comply with all provisions of the City Code and do not require a conditional use permit, variance, or other City Council approval.

(b) Rules for Conditional Use Permits for On-Sale Liquor and Outdoor Dining

(1) If a property has an existing conditional use permit for on-sale liquor, liquor may be served in the outdoor dining area without a conditional use permit amendment provided that this is consistent with the terms of the liquor license. However, for new outdoor dining areas established after (Date of Enactment) at businesses that serve alcohol, the outdoor dining area must be closed by 10 PM unless later hours of operation are granted via a conditional use permit amendment.

(2) If a property is lawful nonconforming and has indoor on-sale liquor without a conditional use permit, the expansion of liquor service to a new outdoor dining area shall require a conditional use permit.

(c) Performance Standards

(1) No portion of the outdoor dining area shall be located or occur within any public right-of-way, including the sidewalks/trails, boulevard areas or streets, unless otherwise approved with a sidewalk café permit (see Chapter 54, Article VII).

(2) The outdoor seating area shall be defined with the use of landscaping, permanent or temporary fencing or other means that defines the outdoor seating area and contains the tables and chairs for the use as demonstrated on a site plan and approved by the Zoning Administrator. If the outdoor dining area is in direct contact with or immediately adjacent to a vehicle parking or driving area, sufficient vehicle barriers must be provided.

(3) The dining area shall be surfaced with concrete, bituminous or decorative pavers or may consist of a deck constructed of wood or another flooring material that provides a clean, attractive, and functional surface. Other surfacing materials may be allowed through a site plan review by the City Council.

(4) The outdoor dining area must conform to all fire and building codes related to the number and types of exits that are required.

(5) Refuse containers must be provided for self-service outdoor dining areas. Such containers shall be placed in a manner which does not disrupt pedestrian circulation and must be designed to prevent spillage and blowing litter.

(6) The operator of the outdoor dining area shall be responsible for paying any required sewer access charges.

(7) Additional parking is not required if the outdoor dining area does not have more customer seats than the principal use's indoor dining area or if the total square footage of all dining areas does not exceed 7,500 square feet. If the outdoor dining area has more seats than the indoor dining area and the total square footage of all dining areas exceeds 7,500 square feet, a conditional use permit is required and the City will evaluate parking needs as a part of the conditional use permit review.

(8) Unless otherwise allowed by conditional use permit, an outdoor dining area within 20 feet of a side or rear property line that abuts a lot with R zoning or a lot which contains a building with a ground-floor residential use must provide code-compliant screening along these property lines that is at least 6 feet in height. This requirement shall not apply to sidewalk cafes that are operated in accordance with Chapter 54, Article VII.

SECTION 8. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The ordinance creates performance standards for outdoor dining areas, including sidewalk cafes. It also clarifies that a conditional use permit is not required for off-sale accessory sales of 3.2 percent malt liquor.

SECTION 9. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Deanna Werner, City Clerk



AGENDA ITEM: Board/Commission Appointments

DESIRED MEETING OUTCOMES:

Appoint Advisory Board and Commission members.

OVERVIEW:

The Mayor and/or City Council appoint individuals to represent the City on various Advisory Boards and/or Commission each year.

Current board/commission openings and recommendations are listed below.

AIRPORT ADVISORY COMMISSION

- 1 opening for a 3-year term for a member of the Airport Business Community
- 1 opening for a 3-year term for a member of the Airport User: Aircraft Owner/Hangar Owner
- 1 opening for a 3-year term for a member of the Airport Non-Profit Organization

Applicant Status:

- Airport Business Community – Incumbent Chris Gardner
- Airport User: Aircraft Owner/Hangar Owner - Incumbent Mike Hilger
- Airport Non-Profit Organization – Applicant Jason Suby

NORTHERN DAKOTA COUNTY CABLE COMMUNICATIONS COMMISSION (NDC4)

- 1 opening for a 2-year term for a Citizen Representative
- 1 opening for a 2-year term for Council Representative

Applicant Status:

- Incumbent – Joshua Feit
- Council Member – Joe Kaliszewski

PARK & RECREATION ADVISORY

- 2 openings for a 3-year term

Applicant Status:

- Incumbent – Laura Miller, and Applicant Kendra Sommerfeld

PLANNING COMMISSION

- 2 opening for a 4-year term

Applicant Status:

- Applicants – Tyler Fehrman, Andrew Hoffman

POLICE & FIRE CIVIL SERVICE

- 1 opening for a 3-year term

Applicant Status:

- Incumbent – Kay Francis