

City of South St. Paul

CITY COUNCIL

COUNCIL CHAMBERS

125 3RD AVE NORTH
SOUTH ST. PAUL, MN 55075

Monday, May 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. Presentation: Gallagher Hansen VFW - Memorial Day

B. Presentation: SSP4ALL

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 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 May 6, 2024

B. Accounts Payable

C. Business Licenses

D. Accept Letter of Retirement – Police Support Specialist

E. Accept Letter of Resignation – General Facility Maintenance

- F. Accept Letter of Resignation – Police Officer
 - G. Summer Impact Corps Member Site Agreement Addendum
 - H. Amendment to Doug Woog Arena Fee Schedule
 - I. Change Order No. 1 – Concord Exchange Corridor Improvement Project
 - J. Approve Mortgage and Landlord Estoppel Certificate for 291 Hotel Lane at the South St. Paul Airport
 - K. Acceptance of Gift Donations – Resolution 2024-066
- | <u>Value of Donation</u> | <u>Name of Donor</u> | <u>Designation</u> |
|--------------------------|----------------------|--------------------------|
| \$800.00 | SSP Lions | Power of Produce Program |

9. PUBLIC HEARINGS:

- A. Vacation of Unbuilt Alleys and Streets in City Parks

10. GENERAL BUSINESS:

- A. Amendment to Honduras Kitchen LLC’s Conditional Use Permit for On-Sale Liquor at 1519 5th Avenue South
- B. Second Reading: Ordinance Amendment Updating Subdivision Regulations for Lot Splits and Updating Zoning Requirements for Residential Properties
- C. Second Reading: Ordinance Adding Craft Production and Funeral Homes as Allowed Uses in Commercial Zoning Districts

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

**SOUTH ST. PAUL CITY COUNCIL
MINUTES OF MAY 6, 2024**

8-A

1. Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on May 6, 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, Amanda Johnson
City Clerk, Deanna Werner
City Engineer, Nick Guilliams
City Planner, Michael Healy

3. Pledge of Allegiance

4. Deanna Werner gave the invocation.

5. Presentations:
 - A. Water Service Line Inventory Survey
 - B. New EPA standards for per- and polyfluoroalkyl substances (PFAS)
 - C. Mayor Proclamation: Public Service Recognition Week

6. Citizen Comments: Tyler Fehrman
Nicole Larson
Samuel Ledger

7. **Agenda**
Moved by: Seaberg/Bakken
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 April 15, 2024
 - B. Accounts Payable
 - C. Business Licenses
 - D. Acceptance of Gift Donations Resolution 2024-057, from the following organizations:
South St. Paul Lions and the South St. Paul Open Foundation
 - E. Purchase of Two Replacement Vehicles and Related Equipment from North Country GM, TowMaster, and Crysteel Equipment
 - F. Purchase 2024 Elgin Sweeper from MacQueen Equipment
 - G. Upgrade Remaining Lighting at City Hall to LED

- H. Waive License Fees for Community Events sponsored by SSP Lions Club, Resolution 2024-058.
- I. Approve Right of First Refusal at Flemming Field with Fillmore Aviation, LLC
- J. Approve Right of First Refusal at Flemming Field with Scott Newgaard
- K. Removed for further consideration.
- L. Approve Bid from Neo Electrical Solutions for the 2024 Airport Beacon Replacement Project at Fleming Field

Moved by: Kaliszewski/Bakken
Vote: 7 ayes / 0 nays, motion carried

Items removed for further consideration and discussion:

- K. Approve Quote from Protouch Painting, Inc for the repairs and painting of the Northview Pool Shell.

Moved by: Bakken/Podgorski
Vote: 7 ayes / 0 nays, motion carried

9. Public Hearing: None

10. General Business: None

- A. First Reading- Ordinance Amendment Updating Subdivision Regulations for Lot Splits and Updating Zoning Requirements for Residential Properties

Offered for a first reading by Council Member Hansen

- B. First Reading- Ordinance Adding Craft Production and Funeral Homes as Allowed Uses in Commercial Zoning Districts

Offered for a first reading by Council Member Seaberg

11. Council Communication

12. Adjournment

Moved by: Seaberg/Kaliszewski
Moved: Adjourn the meeting
Vote: 7 ayes / 0 nays, motion carried

The meeting was adjourned at 8:26 PM.

Approved: May 20, 2024

City Clerk



City Council Agenda
Date: May 20, 2024
Department: Finance
Prepared by: Jeff Hines
Administrator: _____

8-B

Agenda Item: Accounts Payable

Action to be considered:

Motion to Adopt Resolution 2024-067 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. 2024-067

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:	
150401-150535	\$ 489,760.81
2024128-2024149	390,331.33
801041-801045	<u>77,076.72</u>
Total	\$ 957,168.86

Adopted this 20th day of May, 2024.

Deanna Werner, City Clerk

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

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
150410	5/13/2024		14446 CARTAGENA RIVERA, JOMARIE						Continued...	
		10.00	COLOR RUN CANCEL		113262	5/3/2024	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		<u>10.00</u>								
150411	5/13/2024		1177 CENTRAL TURF & IRRIGATION SUPPLY, INC.							
		54.59	IRRIGATION RPR SUPPLIES		113152	50263023-00	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		<u>54.59</u>								
150412	5/13/2024		1226 CULLIGAN WATER							
		391.75	SOFTENER SALT/WATER		113153	157-01458058-1 04/30/24	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		<u>391.75</u>								
150413	5/13/2024		11317 CUSTOM CAP & TIRE							
		357.48	TIRES #3046R		113154	270066131	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>357.48</u>								
150414	5/13/2024		1251 DAKOTA COUNTY PROPERTY TAXATION & RECORD							
		8,961.26	SPEC ASMT-136 GRAND A E		113246	PREPAYMENT	40490.6430		MISCELLANEOUS	CONCORD TIF
		6,970.80	SPEC ASMT-DAK CTY TECH/COLLG		113246	PREPAYMENT	40490.6430		MISCELLANEOUS	CONCORD TIF
		2,814.00	SPEC ASMT-135 GRAND A E		113246	PREPAYMENT	40490.6430		MISCELLANEOUS	CONCORD TIF
		<u>18,746.06</u>								
150415	5/13/2024		6532 DIAMOND MOWERS							
		178.73	SKID SHOE GROUND ROLLER		113157	262149	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		<u>178.73</u>								
150416	5/13/2024		1303 DOODY CLEANING SERVICES							
		370.00	APRIL24 CLEANING		113158	831	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		<u>370.00</u>								
150417	5/13/2024		14448 DRENNEN, CASEY							
		1,000.00	ESCROW RFD GAR-130 MCARTHUR		113263	SS035387	40410.2205		DEPOSITS	LOCAL IMPROVEMENT CONST
		<u>1,000.00</u>								
150418	5/13/2024		1326 EARL F. ANDERSEN, INC							
		218.65	AIRFIELD & STREET SIGNS		113155	0135903-IN	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		117.00	NO OVERNIGHT PARKING SIGNS		113156	0135911-IN	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>335.65</u>								
150419	5/13/2024		14449 FRERICHS CONSTRUCTION COMPANY							

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 Council Check Register by GL
 Council Check Register and Summary

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150435	5/13/2024		7503 KWIK TRIP, INC.						Continued...	
150436	5/13/2024		6680 LANDRUM DOBBINS LLC							
		1,680.00	DRAFT EVICTION/FILE COMPLAINTS		113234	6332	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		<u>1,680.00</u>								
150437	5/13/2024		6281 LIGHTNING DISPOSAL, INC.							
		646.10	TRASH SVC-PUBLIC WORKS		113171	0000584252	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		<u>646.10</u>								
150438	5/13/2024		14452 LODGE, TONY							
		1,550.00	RFD:ON SALE LIQ LIC/PRORATED		113266	5/7/2024	10140.4213		LIQUOR	CITY CLERK
		100.00	RFD: SUNDAY LIQ LIC/PRORATED		113266	5/7/2024	10140.4213		LIQUOR	CITY CLERK
		<u>1,650.00</u>								
150439	5/13/2024		6681 MANN'S SOFTENER SALT DELIVERY							
		276.10	NM 50# SOLAR SALT (27)		113172	INV258	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		331.90	JC 50# SOLAR SALT (33)		113173	INV259	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>608.00</u>								
150440	5/13/2024		14453 MARTIN, AARON							
		10.00	COLOR RUN CANCEL		113267	5/3/24	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		<u>10.00</u>								
150441	5/13/2024		14455 MARTIN, LIZETH							
		25.00	COLOR RUN CANCEL-FAMILY		113269	5/3/2024	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		<u>25.00</u>								
150442	5/13/2024		14454 MASTERS, TWYLA							
		25.00	COLOR RUN CANCEL-FAMILY		113268	5/3/2024	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		<u>25.00</u>								
150443	5/13/2024		1900 MCMULLEN INSPECTING, INC.							
		2,839.60	ELEC INSPECTS APR24		113236	5/7/24	10410.6302		PROFESSIONAL SERVICES	DEVELOPMENT SERVICES
		<u>2,839.60</u>								
150444	5/13/2024		1911 MENARDS, INC-WEST ST PAUL							
		62.68	PAINT SUPPLY		113174	92411	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		<u>62.68</u>								
150445	5/13/2024		1948 MIDWEST SAFETY COUNSELORS, INC.							

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

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150445	5/13/2024		1948 MIDWEST SAFETY COUNSELORS, INC.						Continued...	
		107.10	HI VIS LONG SLEEVE SHIRTS		113175	IVC0071082	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		<u>107.10</u>								
150446	5/13/2024		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		408.72	SURCHARGE APRIL24		113177	APRIL0371552024	10101.2083		SURCHARGES	GENERAL FUND
		<u>408.72</u>								
150447	5/13/2024		2005 MINNESOTA LOCKS							
		26.85	KNOB & KEY-NORTHVIEW POOL		113193	101130792	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		53.89	CYLINDER&KEY-KAP PAVILLION		113194	101130777	20215.6520	227673	BUILDINGS AND STRUCTURE	GRANTS/DONATIONS PARK AND REC
		<u>80.74</u>								
150448	5/13/2024		14456 NACE, HANNAH							
		10.00	COLOR RUN CANCEL		113270	5/3/2024	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		<u>10.00</u>								
150449	5/13/2024		5682 NITTI SANITATION							
		717.03	TRASH SERVICE-WOOG ARENA		113178	0000598673	20243.6379		CONT SERV/REFUSE & SANITATION	DOUG WOOG ARENA
		<u>717.03</u>								
150450	5/13/2024		14367 NORTH RIDGE OUTDOOR SERVICES							
		360.00	SNOW RMV SIDEWALKS-MAR24		113237	21235	20280.6375		OTHER CONTRACTED SERVICES	ECON DEV GENERAL
		<u>360.00</u>								
150451	5/13/2024		14457 OLSON, JAMI							
		20.00	COLOR RUN CANCEL		113271	5/3/2024	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		<u>20.00</u>								
150452	5/13/2024		2286 QUILL LLC							
		43.58	POST-IT NOTES, DUSTERS		113179	38246335	10320.6201		OFFICE SUPPLIES	PUBLIC WORKS
		85.40	BATTERIES		113180	38246461	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>128.98</u>								
150453	5/13/2024		1636 RICOH USA, INC.							
		76.96	COPIER USAGE MAR 2024		113204	5069387818	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		231.78	COPIER USAGE MAR 2024		113204	5069387818	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		80.67	COPIER USAGE MAR 2024		113204	5069387818	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		45.35	COPIER USAGE MAR 2024		113204	5069387818	10320.6378		COPIER MAINTENANCE AGREEMENT	PUBLIC WORKS
		67.66	COPIER USAGE MAR 2024		113204	5069387818	10210.6378		COPIER MAINTENANCE AGREEMENT	POLICE PROTECTION
		89.29	COPIER USAGE MAR 2024		113204	5069387818	20243.6378		COPIER MAINTENANCE AGREEMENT	DOUG WOOG ARENA

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150453	5/13/2024		1636 RICOH USA, INC.						Continued...	
		9.80	COPIER USAGE MAR 2024		113204	5069387818	20245.6378		COPIER MAINTENANCE AGREEMENT	AIRPORT
		14.33	NM COPIER 2/1-4/30/24		113238	5069386721	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		24.06	JC COPIER 2/1-4/30/24		113238	5069386721	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		<u>639.90</u>								
150454	5/13/2024		5537 SAFE-FAST INC							
		61.95	HI VIS SHELL		113181	INV289975	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		180.00	GLOVES		113181	INV289975	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		66.00	BLUE MARKING PAINT		113182	INV289696	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		50.18	HI-VIS MESH GLOVES/LENS CLNR		113183	INV289695	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		50.17	HI-VIS MESH GLOVES/LENS CLNR		113183	INV289695	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		50.17	HI-VIS MESH GLOVES/LENS CLNR		113183	INV289695	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		50.17	HI-VIS MESH GLOVES/LENS CLNR		113183	INV289695	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		<u>508.64</u>								
150455	5/13/2024		11845 SATIN TOUCH, INC.							
		990.00	JC #602 PAINT-MOVE IN		113184	1055691	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		65.00	JC #902 TRIP CHARGE		113185	1055692	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		<u>1,055.00</u>								
150456	5/13/2024		2408 SCHINDLER ELEVATOR CORPORATION							
		3,542.37	NM ELEVATOR SVC 4/14/24		113239	7153921668	50677.6371.040		MTNCE-ELEVATOR MTNCE	NAN MCKAY APT BLDG
		2,416.01	JC ELEVATOR SVC 4/18/24		113240	7153924275	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		600.00	JC ELEVATOR SVC 4/20/24		113241	7153925409	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		<u>6,558.38</u>								
150457	5/13/2024		2410 SCHLOMKA SERVICES LLC							
		660.00	PUMP NV POOL		113186	32526	10528.6371		REPAIRS & MAINT CONTRACTUAL	NORTHVIEW POOL
		<u>660.00</u>								
150458	5/13/2024		12304 SHANLEY, NICOLE							
		20.00	COLOR RUN CANCEL		113257	5/3/2024	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		<u>20.00</u>								
150459	5/13/2024		2632 SHERWIN-WILLIAMS CO., THE							
		392.08	PAINT		113188	7845-4	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>392.08</u>								
150460	5/13/2024		2633 SHERWIN-WILLIAMS CO., THE							
		60.26	PAINT FOR CITY HALL		113187	3910-6	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS

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

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
150460	5/13/2024	60.26	2633 SHERWIN-WILLIAMS CO., THE						Continued...	
150461	5/13/2024	25.00	14458 SPIER, GRETCHEN		113272	5/3/2024	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		25.00	COLOR RUN CANCEL-FAMILY							
150462	5/13/2024	944.70	2558 STATE INDUSTRIAL PRODUCTS		113242	903329069	50678.6211		CLEANING SUPPLIES	JOHN CARROLL APT BLDG
		137.01	JC GLASS CLNR/SCRUB ENDER		113243	903328648	50677.6211		CLEANING SUPPLIES	NAN MCKAY APT BLDG
		374.40	NM AIR CARE PROGRAM		113244	903328649	50677.6211		CLEANING SUPPLIES	NAN MCKAY APT BLDG
		291.62	NM GLASS CLNR/SCRUB ENDER		113245	903327463	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		1,747.73	JC DRAIN MAINT PROGRAM							
150463	5/13/2024	20.00	14459 STEFFEN, RACHEL		113273	05/03/2024	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		20.00	COLOR RUN CANCEL							
150464	5/13/2024	40.00	4110 TREASURER, STATE OF MINNESOTA		113189	4/29/24	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		40.00	MNDOT AIRPORT LICENSE(3YR)							
150465	5/13/2024	336.51	11670 TRENCHERS PLUS, INC		113190	IT09388	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		336.51	POLYCHAIN #SG1							
150466	5/13/2024	194.30	12537 TURNER, COLLIN		113191	4/30/2024	20245.6331		CONFERENCES, TRAINING, TRAVEL	AIRPORT
		194.30	MILEAGE REIMBURSEMENT							
150467	5/13/2024	100.03	2751 VERIZON WIRELESS		113201	9962322809	10320.6390		POSTAGE AND TELEPHONE	PUBLIC WORKS
		60.01	PW IPAD		113201	9962322809	10340.6390		POSTAGE AND TELEPHONE	PARKS FACILITIES AND MTNCE
		242.96	PARKS IPAD		113201	9962322809	10315.6390		POSTAGE AND TELEPHONE	ENGINEERING
		40.01	ENG		113201	9962322809	10420.6390		POSTAGE AND TELEPHONE	CODE ENFORCEMENT
		40.01	CODE ENF		113201	9962322809	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		40.01	P&R SPLASH POOL		113201	9962322809	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		40.01	P&R NV POOL		113201	9962322809	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		94.79	POLICE 4G MOBILE		113201	9962322809	10410.6390		POSTAGE AND TELEPHONE	DEVELOPMENT SERVICES
		124.38	INSP & HOTSPOT		113201	9962322809	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		240.06	HOUSING		113201	9962322809	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
			PW-H20							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
150467	5/13/2024		2751 VERIZON WIRELESS						Continued...	
		40.01	PW-SAN SEW NE LIFT 2971		113201	9962322809	50606.6390		POSTAGE AND TELEPHONE	SEWER UTILITY
		120.03	PW STORM LIFT 7714		113201	9962322809	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		<u>1,182.31</u>								
150468	5/13/2024		14460 VOSS, SCARLETT							
		10.00	COLOR RUN CANCEL		113274	5/3/2024	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		<u>10.00</u>								
150469	5/13/2024		2788 WATSON COMPANY							
		206.60	CONCESSION PRODUCT RESALE		113192	141624	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		<u>206.60</u>								
150470	5/13/2024		13833 WEST, GREGORY							
		200.00	JC AFTERHR LOCKOUT APR24		113247	APRIL2024	50678.6375.1		OTHER CONTR SVCS-KEYPERSON	JOHN CARROLL APT BLDG
		<u>200.00</u>								
150471	5/13/2024		2785 WM CORPORATE SERVICES, INC.							
		1,305.88	NM MO SERVICE-APR24		113249	0168077-4166-1	50677.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING NAN MCKAY APT BLDG	
		1,043.96	JC MO SERVICE-APR24		113250	0168031-4166-8	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING JOHN CARROLL APT BLDG	
		<u>2,349.84</u>								
150472	5/13/2024		2844 WSB & ASSOC INC							
		7,226.50	PAVEMNT MGMT ANALYS 12/2023		113195	R-023205-000-6	40402.6302		PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		1,489.75	SEIDLs TR/SHORELINE/HABITAT		113197	R-022116-000-12	50610.6530	202115	IMPR OTHER THAN BUILDING	STORM WATER UTILITY
		371.00	NEW P.W. FACITLITY 12/2023		113198	R-021937-000-11	40402.6302		PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		2,007.75	LEVANDER POND MAINT 12/23		113199	R-020871-000-12	50610.6302	202209	PROFESSIONAL SERVICES	STORM WATER UTILITY
		327.50	MS4 SERVICES 12/2023		113200	R-010526-000-70	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		28,803.00	CONCORD EXCH IMP PRJ 12/2023		113255	R-023128-000-7	40440.6302	202401	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		35.00-	OVERPAYMENT CREDIT #999		113255	R-023128-000-7	40440.6302	202401	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		<u>40,190.50</u>								
150473	5/13/2024		2849 XCEL ENERGY							
		269.83	WOOG OFFICES 3/28-4/28/24		113205	875340421	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		1,921.96	PUBLIC WORKS		113206	875255300	10320.6385		UTILITY SERVICE	PUBLIC WORKS
		398.79	SEWER-LIFT STATION		113206	875255300	50606.6385		UTILITY SERVICE	SEWER UTILITY
		554.18	STORM WATER UTILITY FUND		113206	875255300	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		331.48	STREET LIGHT UTILITY FUND		113206	875255300	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		299.59	PED WALKWAY LIGHTS		113207	875240987	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		40.52	LGT 494/7TH AVE S		113208	875298773	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		160.46	UNIT LGT @ 437 CONCORD		113209	875325510	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY

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150491	5/20/2024		1485 GLOBE PRINTING & OFFICE SUPPLIES INC						Continued...	
		179.00	#10 WINDOW ENVELOPES		113299	81665J	10150.6201		OFFICE SUPPLIES	FINANCE
		<u>179.00</u>								
150492	5/20/2024		1489 GOLDCOM							
		3.00	3FT BNC MALE TO BNC MALE		113300	278872	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		<u>3.00</u>								
150493	5/20/2024		1505 GRAINGER							
		69.30	LIFT HANDLES		113418	9106256812	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>69.30</u>								
150494	5/20/2024		1530 H & L MESABI INC.							
		3,300.00	BLADES FOR BOSS PLOWS		113419	13268	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>3,300.00</u>								
150495	5/20/2024		6660 HAMERNICK DECORATING CENTER							
		2,170.90	JC #902 RMV/INSTAL PLANKED		113363	CG422007	50678.6560	229057	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		<u>2,170.90</u>								
150496	5/20/2024		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		44.28	JC MAINT SUPP/HOSE NOZZLES		113302	9225457859	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		89.58	NM MAINT SUPP/TWL DISPNSR		113303	9225429713	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		1,731.48	JC CLN SUPP/CLNG/LINERS/TP		113304	9225515991	50678.6211		CLEANING SUPPLIES	JOHN CARROLL APT BLDG
		<u>1,865.34</u>								
150497	5/20/2024		1560 HEALTHPARTNERS							
		1,117.00	DENTAL PREMIUMS - JUNE2024		113301	767352608825	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		11.17	RETRO ADJ MAY2024		113301	767352608825	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		<u>1,128.17</u>								
150498	5/20/2024		1562 HEALTHPARTNERS OCCUPATIONAL MEDICINE							
		229.00	EE PHYSICAL/RANDOM SCREENS		113305	15100	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		<u>229.00</u>								
150499	5/20/2024		4159 HELENA AGRI-ENTERPRISES LLC							
		1,256.50	HERBICIDE		113306	381562089	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>1,256.50</u>								
150500	5/20/2024		14464 HERITAGE CREST APARTMENTS, LLC							
		90.00	OVERPAY-RENTAL LICENSE 14398		113307	5/8/2024	10140.4238		RESIDENTIAL RENTAL HOUSING BUS	CITY CLERK

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150500	5/20/2024		14464 HERITAGE CREST APARTMENTS, LLC						Continued...	
		90.00								
150501	5/20/2024		1586 HILLYARD / MINNEAPOLIS							
		785.34	TRASH BAGS/TISSUE/CLNRS		113308	605468589	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		785.34								
150502	5/20/2024		12847 HIRSHFIELDS							
		301.63	FIELD STRIPPING PAINT		113309	0024835-IN	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		301.63								
150503	5/20/2024		1615 HUEBSCH OF MINNESOTA							
		74.45	NM-BRUSHMATS-APR24		113313	20307049	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		74.45	NM-BRUSHMATS-APR24		113314	20308792	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		74.45	NM-BRUSHMATS-APR24		113315	20310509	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		74.45	NM-BRUSHMATS-APR24		113316	20312285	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		77.69	JC-BRUSHMATS-APR24		113317	20307050	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		77.69	JC-BRUSHMATS-APR24		113318	20308793	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		77.69	JC-BRUSHMATS-APR24		113319	20310510	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		77.69	JC-BRUSHMATS-APR24		113320	20312286	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		608.56								
150504	5/20/2024		14295 INFINITE HEALTH COLLABORATIVE, PA							
		1,400.00	HEART WELLNESS EXAM X4		113321	TCOINV08179	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		325.00	CARDIOLOGIST CONSULT X1		113321	TCOINV08179	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		135.00	DIETICIAN CONSULT X1		113321	TCOINV08179	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		1,860.00								
150505	5/20/2024		1667 INVER GROVE FORD							
		146.98	WEATHERTECH MATS #206-24		113322	5343480	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		146.98	WEATHERTECH MATS #202-24		113323	5343580	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		3.34	CIRCUIT BREAKER #2157		113324	5343707	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		68.99	BRAKE PADS #A2		113325	5343700	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		300.48	OIL FILTERS		113326	5343701	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		30.00	RETD CORE		113327	5343882	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		631.92	ALTERNTRV-BELT/PULLY#2151		113328	5343762	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,295.30	REPL FUEL INJECT/PLUG#2159		113329	6414718	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		2,563.99								
150506	5/20/2024		13365 KEDING, EMMA							
		100.48	EXPLR CONF-MEAL FOR 10		113330	4/23/2024	10210.6430		MISCELLANEOUS	POLICE PROTECTION

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150506	5/20/2024		13365 KEDING, EMMA						Continued...	
		100.48								
150507	5/20/2024		11368 LSV METALS, INC.							
		2,640.00	INSTALL COUNTERTOPS		113429	55844	20215.6520	227673	BUILDINGS AND STRUCTURE	GRANTS/DONATIONS PARK AND REC
		2,640.00								
150508	5/20/2024		9705 MASTER DOOR TECHNOLOGIES LLC							
		1,229.00	JC DOOR REPAIR		113331	11600	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		1,229.00								
150509	5/20/2024		1911 MENARDS, INC-WEST ST PAUL							
		44.88	CONCRETE MIX		113332	92728	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		16.32	CABLE CLAMP/AJAX		113333	92772	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		61.20								
150510	5/20/2024		5582 METRO PRODUCTS INC							
		281.18	FILM FLUID/SOLVENT/CLAMPS		113334	180166	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		281.18								
150511	5/20/2024		1923 METRO SALES INC.							
		10.00	BASE CHARGE		113335	INV2517576	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		10.00								
150512	5/20/2024		1444 MIDWEST MACHINERY CO							
		320.20	ROTARY/BATTERY #ZR2		113336	9999492	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		283.52	SPARK PLUGS/FILTER KITS		113337	10002629	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		333.73	NUT/BOLT/WHEEL/EYEBOLTS		113338	10016835	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		937.45								
150513	5/20/2024		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		20.00	ANN BOILER/PRSSR FEE X2		113420	ABR0328472X	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		20.00								
150514	5/20/2024		9298 NAPA NEWPORT							
		293.24	CALIPERS & CORES #A2		113339	2514-102888	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		12.16	LIC PLATE LIGHT SOCKET		113340	2514-102664	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		24.73	RETD MINI LAMPS/OIL FILTERS		113341	2514-102667	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		24.73	MINI LAMPS/OIL FILTERS		113342	2514-102669	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		24.73	MINI LAMPS/OIL FILTERS		113343	2514-102647	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		10.64	FUEL FILTERS		113344	2514-102608	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

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150514	5/20/2024		9298 NAPA NEWPORT						Continued...	
		35.48	MAKER GASKETS		113345	2514-103316	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		288.88-	RETD CORES		113346	2514-103014	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		558.69	TRANS FILTERS/OIL FILTERS		113347	2514-103416	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>646.06</u>								
150515	5/20/2024		6023 NET TRANSCRIPTS, INC.							
		272.63	TRANSCRIPTS 21001158/19001987		113351	NT8282	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		19.90	TRANSCRIPTIONS 21003599		113352	NT9413	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		195.05	TRANSCRIPTIONS 22-65/21-2593		113353	NT11026	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		37.20	TRANSCRIPTIONS 20-65/21-2583		113354	NT11282	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		231.66	TRANSCRIPTIONS 22-2758		113356	NT14365	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		19.71	TRANSCRIPTIONS 22-2909		113357	NT14735	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		271.13	TRANSCRIPTIONS 22-93		113358	NT15494	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		140.16	TRANSCRIPT 22-2314/229-162		113359	NT16628	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		42.90	TRANSCRIPTIONS 23-2460		113360	NT17754	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		11.44	TRANSCRIPTIONS 23-1682		113361	NT18549	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		12.40	TRANSCRIPTIONS 24-256		113362	NT18696	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		25.74	TRANSCRIPTIONS 222-736		113430	NT13596	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		<u>1,279.92</u>								
150516	5/20/2024		14383 NFI, INC.							
		24.98	TRAILER HITCH LUBE/GREASE		113350	549975/5	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>24.98</u>								
150517	5/20/2024		5682 NITTI SANITATION							
		263.97	TRASH SVC-CITY HALL		113364	600301	10330.6379		CONT SERV/REFUSE & SANITATION	BUILDINGS
		50.00	TRASH SVC-PUBLIC WORKS		113365	598672	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		36.84	TRASH SVC-LIBRARY		113366	600302	10330.6379		CONT SERV/REFUSE & SANITATION	BUILDINGS
		87.04	TRASH SVC-AIRPORT		113367	600303	20245.6379		CONT SERV/REFUSE & SANITATION	AIRPORT
		54.29	TRASH SVC-KAPOSIA PARK		113368	600304	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		<u>492.14</u>								
150518	5/20/2024		5350 NORTHWESTERN UNIVERSITY- CENTER FOR PUBL							
		4,750.00	NORTHWESTERN COMMAND SCH		109098	23898	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		<u>4,750.00</u>								
150519	5/20/2024		10685 NYSTROM PUBLISHING CO.							
		4,863.70	P&R ACTIVITY GUIDE		113369	47742	10120.6344		NEWSLETTER/BROCHURE	CITY ADMINISTRATION
		1,730.54	POSTAGE		113369	47742	10120.6344		NEWSLETTER/BROCHURE	CITY ADMINISTRATION
		75.14	PERMIT #115		113369	47742	10120.6344		NEWSLETTER/BROCHURE	CITY ADMINISTRATION

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150527	5/20/2024		2633 SHERWIN-WILLIAMS CO., THE						Continued...	
		307.98	PAINT/SUPPLIES-SCHOOL AREA		113378	4148-2	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		<u>307.98</u>								
150528	5/20/2024		2505 SOUTH EAST TOWING INC							
		110.00	PWR SCOOTER FOUND PROPERTY		113379	241480	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		110.00	INV/FORFEIT VEHICLE		113380	240734	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		261.80	SQUAD ACCIDENT #2160		113381	242302	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>481.80</u>								
150529	5/20/2024		2506 SOUTH METRO FIRE DEPARTMENT							
		1,875.44	REIMBURSE PFD'S LIFESAVE SYST		113428	35087	20212.6580	227684	OTHER EQUIPMENT	GRANTS/DONATIONS POLICE
		<u>1,875.44</u>								
150530	5/20/2024		13871 ST. CROIX COLLISION & RESTORATION LLC							
		2,980.75	SQUAD 60 VIN 3000 ACCIDENT RPR		113382	6128	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>2,980.75</u>								
150531	5/20/2024		2664 TRACTOR SUPPLY CREDIT PLAN							
		102.61	PROPANE		113383	100431254	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>102.61</u>								
150532	5/20/2024		6854 VALLEY IMAGES PHOTOGRAPHY							
		50.00	22-DPT PHOTO		113393	1540	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		200.00	02,03,48,49 DEPT PHOTO		113394	1535	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		<u>250.00</u>								
150533	5/20/2024		2744 VAN PAPER COMPANY							
		224.98	PAPER TOWELS/LINERS		113395	069543	10330.6210		OPERATING SUPPLIES	BUILDINGS
		<u>224.98</u>								
150534	5/20/2024		2795 WEBER, INC.							
		47,163.23	CITY HALL REMOD/GEN CONTRCTR		113396	00020	40402.6530		IMPR OTHER THAN BUILDING	CAPITAL PROGRAMS FUND
		<u>47,163.23</u>								
150535	5/20/2024		2849 XCEL ENERGY							
		1,740.32	CITY HALL		113422	876397362	10330.6385		UTILITY SERVICE	BUILDINGS
		123.37	STREET LIGHT UNTILTY FUND		113422	876397362	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		52.47	POLICE		113423	876532407	10210.6385		UTILITY SERVICE	POLICE PROTECTION
		27.13	NM ELEC		113424	872188085	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		5,275.37	NM ELEC		113424	872188085	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG

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150535	5/20/2024		2849 XCEL ENERGY						Continued...	
		2,111.33	NM NATURAL GAS		113424	872188085	50677.6385.2		UTILITY SERVICE-GAS	NAN MCKAY APT BLDG
		9,035.30	JC ELEC		113424	872188085	50678.6385.1		UTILITY SERVICE-ELECTRIC	JOHN CARROLL APT BLDG
		2,602.74	JC NATURAL GAS		113424	872188085	50678.6385.2		UTILITY SERVICE-GAS	JOHN CARROLL APT BLDG
		23.30	NM ELEC		113425	876423584	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		5,409.70	NM ELEC		113425	876423584	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		1,403.77	NM NATURAL GAS		113425	876423584	50677.6385.2		UTILITY SERVICE-GAS	NAN MCKAY APT BLDG
		8,136.58	JC ELEC		113425	876423584	50678.6385.1		UTILITY SERVICE-ELECTRIC	JOHN CARROLL APT BLDG
		1,734.88	JC NATURAL GAS		113425	876423584	50678.6385.2		UTILITY SERVICE-GAS	JOHN CARROLL APT BLDG
		1,541.66	SEWER		113426	876815318	50606.6385		UTILITY SERVICE	SEWER UTILITY
		<u>39,217.92</u>								
801041	5/13/2024		3632 BOLTON & MENK, INC.							
		4,896.50	7TH AVE/I494 CONSTRUCTION		113147	0334321	40439.6302	202312	PROFESSIONAL SERVICES	2023 LOCAL IMPROVEMENTS
		5,747.50	MARIE A- FED AID PRELM DESIGN		113148	0334323	40439.6302	202405	PROFESSIONAL SERVICES	2023 LOCAL IMPROVEMENTS
		414.00	MSAS NEEDS ASSISTANCE		113149	0334324	10315.6302		PROFESSIONAL SERVICES	ENGINEERING
		440.50	7TH A/I494 WATERMAIN IMPROVE		113150	0334322	40439.6302	202312	PROFESSIONAL SERVICES	2023 LOCAL IMPROVEMENTS
		<u>11,498.50</u>								
801042	5/13/2024		1825 LEVANDER, GILLEN & MILLER PA							
		1,500.00	APR 24 LEGAL		113235	04-30-24-41000E	10130.6306		PROFESSIONAL SVCS - RETAINER	CITY ATTORNEY
		12,427.00	APR 24 LEGAL		113235	04-30-24-41000E	10130.6302		PROFESSIONAL SERVICES	CITY ATTORNEY
		42.00	APR 24 LEGAL		113235	04-30-24-41000E	20245.6302		PROFESSIONAL SERVICES	AIRPORT
		638.00	APR 24 LEGAL		113235	04-30-24-41000E	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		<u>14,607.00</u>								
801043	5/13/2024		10612 WALL, ANDREW							
		271.22	APRIL24 MILEAGE		113248	4/30/24	20245.6331		CONFERENCES, TRAINING, TRAVEL	AIRPORT
		<u>271.22</u>								
801044	5/17/2024		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		21.00			113408	0514241536253	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>21.00</u>								
801045	5/20/2024		1240 DAKOTA COMMUNICATIONS CENTER							
		50,679.00	JUNE 2024 DISPATCH DUES		113294	SO2024-06	10210.6305		DISPATCH SERVICES	POLICE PROTECTION
		<u>50,679.00</u>								
2024128	4/29/2024		6037 HEALTHPARTNERS-DENTAL							
		2,781.12	DENTAL CLAIMS PAID		113139	04/18/2024-04/24/2024	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL

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

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024128	4/29/2024		6037 HEALTHPARTNERS-DENTAL						Continued...	
		2,781.12								
2024129	5/3/2024		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		30.91			113135	0430241532366	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		717.12			113136	0430241532367	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		46.14			113137	0430241532368	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		207.66			113138	0430241532369	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		1,001.83								
2024130	5/3/2024		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		3,637.50			113124	04302415323611	10101.2175		OTHER RETIREMENT	GENERAL FUND
		3,637.50								
2024131	5/3/2024		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		13,508.76			113125	04302415323612	10101.2175		OTHER RETIREMENT	GENERAL FUND
		13,508.76								
2024132	5/3/2024		2200 PERA							
		72,337.37			113126	04302415323613	10101.2174		PERA	GENERAL FUND
		72,337.37								
2024133	5/3/2024		2748 MISSION SQUARE TRANSFER (EFT)							
		1,960.00			113128	04302415323615	10101.2175		OTHER RETIREMENT	GENERAL FUND
		1,960.00								
2024134	5/3/2024		10755 OPTUM							
		2,803.03			113129	04302415323616	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		2,803.03								
2024135	5/3/2024		1338 EFTPS							
		37,063.98			113122	0430241532361	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		40,564.76			113131	0430241532362	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		77,628.74								
2024136	5/3/2024		2013 MINNESOTA REVENUE (C)							
		17,505.35			113123	04302415323610	10101.2172		STATE WITHHOLDING	GENERAL FUND
		17,505.35								
2024137	4/29/2024		10755 OPTUM							
		48.98	FSA REIMB-HEALTH-2024		113141	523229144	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND

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

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024137	4/29/2024	48.98	10755 OPTUM						Continued...	
2024138	5/6/2024	652.62	6037 HEALTHPARTNERS-DENTAL		113275	04/25/24-05/01/24	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
2024139	5/6/2024	576.90	10755 OPTUM		113276	524255711	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		1.99	FSA REIMB-HEALTH-2024		113276	524255711	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
2024140	5/17/2024	30.91	1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER		113409	0514241536254	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		717.12			113410	0514241536255	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		46.14			113411	0514241536256	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		207.66			113412	0514241536257	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
2024141	5/27/2024	3,637.50	2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)		113402	05142415362510	10101.2175		OTHER RETIREMENT	GENERAL FUND
2024142	5/17/2024	13,595.33	2096 NATIONWIDE RETIREMENT SOLUTIONS		113403	05142415362511	10101.2175		OTHER RETIREMENT	GENERAL FUND
2024143	5/17/2024	73,479.17	2200 PERA		113404	05142415362512	10101.2174		PERA	GENERAL FUND
2024144	5/17/2024	1,960.00	2748 MISSION SQUARE TRANSFER (EFT)		113405	05142415362513	10101.2175		OTHER RETIREMENT	GENERAL FUND
2024145	5/17/2024	2,303.03	10755 OPTUM		113406	05142415362514	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
2024146	5/17/2024		1338 EFTPS							

CITY OF SOUTH ST PAUL
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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024146	5/17/2024		1338 EFTPS						Continued...	
		38,455.39			113401	0514241536251	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		41,177.50			113407	0514241536252	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		<u>79,632.89</u>								
2024147	5/17/2024		2013 MINNESOTA REVENUE (C)							
		17,951.22			113414	0514241536259	10101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>17,951.22</u>								
2024148	5/13/2024		6037 HEALTHPARTNERS-DENTAL							
		1,638.41	DENTAL CLAIMS PAID		113348	05/02/24-05/08/ 24	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>1,638.41</u>								
2024149	5/13/2024		10755 OPTUM							
		192.30	FSA REIMB-DEPCARE-2024		113349	525294313	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		495.46	HRA REIMBURSEMENT 2024		113349	525294313	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>687.76</u>								
		<u>957,168.86</u>	Grand Total							

Payment Instrument Totals

Checks	489,760.81
EFT Payments	390,331.33
A/P ACH Payment	<u>77,076.72</u>
Total Payments	957,168.86



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

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>
14547	Antony Wrobel	00014304	Housing Evaluator-TOS/Rental	A	05/06/2024	05/31/2025		Time of Sale & Rental Housing	05/20/2024
15611	Anita Denney	00015197	Peddler (Individual)	A	05/14/2024	05/31/2024	221 Grand Ave W 101		05/20/2024
14997	Petroleum Services USA, LLC	00014325	Petroleum Dealer	A	05/06/2024	05/31/2025	417 Concord St N		05/20/2024
15063	Richard J. Markun	00014812	Rental Housing	A	05/07/2024	05/31/2025	103 10th Ave N		05/20/2024
11935	Greg Kuntz	00014409	Rental Housing	A	05/06/2024	05/31/2025	105 10th Ave N		05/20/2024
13608	David Heinicke	00014411	Rental Housing	A	05/02/2024	05/31/2025	767 10th Ave N		05/20/2024
12042	Todd Kelm	00014784	Rental Housing	A	05/15/2024	05/31/2025	217 10th Ave S		05/20/2024
15255	Ann Louise Keefe	00014904	Rental Housing	A	05/14/2024	05/31/2025	452-454 10th Ave S		05/20/2024
14884	Robert Dahl	00014724	Rental Housing	A	05/10/2024	05/31/2025	507-509 10th Ave S		05/20/2024
15164	Ngoc Nhu Tran	00014850	Rental Housing	A	05/09/2024	05/31/2025	203 11th Ave N		05/20/2024
12170	Michael J & Deb Schaefer	00014422	Rental Housing	A	05/07/2024	05/31/2025	101 12th Ave N		05/20/2024
12047	Roaming Homes, Inc.	00014797	Rental Housing	A	05/10/2024	05/31/2025	123 12th Ave N		05/20/2024
12160	Michael D. Blaeser	00014433	Rental Housing	A	05/15/2024	05/31/2025	337 12th Ave S		05/20/2024
15168	Huiming Chen	00014854	Rental Housing	A	05/16/2024	05/31/2025	131 13th Ave N		05/20/2024
14763	Karl & Renee Hendrickson	00014710	Rental Housing	A	05/14/2024	05/31/2025	422 13th Ave N		05/20/2024
12110	Jason Schmitt	00014436	Rental Housing	A	05/02/2024	05/31/2025	614 13th Ave N		05/20/2024
14625	Lee & Jenny Prochnow	00014679	Rental Housing	A	05/14/2024	05/31/2025	512 13th Ave S		05/20/2024
14448	Ronald & Cindy Luzinski Trust	00014440	Rental Housing	A	05/06/2024	05/31/2025	110 14th Ave N		05/20/2024
15493	Kayo Investment LLC	00015107	Rental Housing	A	05/07/2024	05/31/2025	447 14th Ave N		05/20/2024
12110	Jason Schmitt	00014441	Rental Housing	A	05/02/2024	05/31/2025	602 14th Ave N		05/20/2024
15531	Russom Solomon	00015120	Rental Housing	A	05/02/2024	05/31/2025	622-626 15th Ave N MN		05/20/2024
12112	Juan Paredes	00014448	Rental Housing	A	05/02/2024	05/31/2025	640 16th Ave N		05/20/2024
12072	Kyle W. Corniea	00014451	Rental Housing	A	05/08/2024	05/31/2025	609 17th Ave N		05/20/2024
12694	Dennis A. Greger	00014453	Rental Housing	A	05/13/2024	05/31/2025	810 17th Ave N		05/20/2024
11784	David J. Kelm	00014454	Rental Housing	A	05/15/2024	05/31/2025	931 17th Ave N		05/20/2024
11961	Laurie Macko	00014456	Rental Housing	A	05/06/2024	05/31/2025	415 18th Ave N		05/20/2024
15005	Irene Izumi	00014780	Rental Housing	A	05/06/2024	05/31/2025	544 18th Ave N		05/20/2024

City of South St Paul City Council Report

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14858	Per Robert Hansen	00015033	Rental Housing	A	05/09/2024	05/31/2025	415 19th Ave N		05/20/2024
12244	Lynn & Ron Schardt	00014461	Rental Housing	A	05/06/2024	05/31/2025	120 19th Ave S		05/20/2024
11961	Laurie Macko	00014463	Rental Housing	A	05/06/2024	05/31/2025	219 19th Ave S		05/20/2024
12121	Warren J. Bauerfeld	00014464	Rental Housing	A	05/09/2024	05/31/2025	234 1st Ave S		05/20/2024
13613	Richard A. Pavlasek	00014465	Rental Housing	A	05/02/2024	05/31/2025	246 1st Ave S		05/20/2024
15565	Mujahidin Abubeker Bulle	00015135	Rental Housing	A	05/15/2024	05/31/2025	315 1st Ave S		05/20/2024
15459	Stafford Shacks LLC	00015056	Rental Housing	A	05/07/2024	05/31/2025	319 1st Ave S		05/20/2024
15264	Kenny Tran	00014908	Rental Housing	A	05/06/2024	05/31/2025	404 1st Ave S		05/20/2024
15383	Matthew Petersen	00015050	Rental Housing	A	05/16/2024	05/31/2025	614 1st Ave S		05/20/2024
15473	Pro Operam Sub VIII, LLC	00015064	Rental Housing	A	05/08/2024	05/31/2025	628 1st Ave S		05/20/2024
12047	Roaming Homes, Inc.	00014372	Rental Housing	A	05/10/2024	05/31/2025	710 1st Ave S		05/20/2024
14496	Margaret Mohr	00014482	Rental Housing	A	05/06/2024	05/31/2025	736 1st Ave S		05/20/2024
14759	Kara Amundson	00014703	Rental Housing	A	05/13/2024	05/31/2025	1042 20th Ave N		05/20/2024
15210	Kaojia Vang	00014883	Rental Housing	A	05/08/2024	05/31/2025	114 20th Ave N		05/20/2024
15125	Blanca Estela Grijalva	00014834	Rental Housing	A	05/08/2024	05/31/2025	950 20th Ave N		05/20/2024
15435	Patricia Gilbert & Mark Conkle	00015038	Rental Housing	A	05/02/2024	05/31/2025	119 22nd Ave S		05/20/2024
15133	Jennifer Zeng	00014838	Rental Housing	A	05/10/2024	05/31/2025	240-242 22nd Ave S		05/14/2024
13620	Peter Santrach	00014488	Rental Housing	A	05/02/2024	05/31/2025	247-251 23rd Ave S		05/20/2024
15178	Efrain Dominguez Sosa	00014860	Rental Housing	A	05/06/2024	05/31/2025	157 2nd Ave S		05/20/2024
11868	David Schoenhofen	00015085	Rental Housing	A	05/16/2024	05/31/2025	225 2nd Ave S		05/20/2024
14469	Home Life LLC	00014492	Rental Housing	A	05/06/2024	05/31/2025	301 2nd Ave S		05/20/2024
15383	Matthew Petersen	00014986	Rental Housing	A	05/16/2024	05/31/2025	305 2nd Ave S		05/20/2024
14550	Jay Co, LLC	00014649	Rental Housing	A	05/02/2024	05/31/2025	309 2nd Ave S		05/20/2024
15099	Bryan Alan Johnson	00014824	Rental Housing	A	05/03/2024	05/31/2025	617 2nd Ave S		05/20/2024
15113	Ian Walbridge	00014875	Rental Housing	A	05/09/2024	05/31/2025	2247 2nd St S		05/20/2024
14588	Boka Properties, LLC	00014663	Rental Housing	A	05/02/2024	05/31/2025	157 3rd Ave S		05/20/2024
12151	Bonnie M. Matthews	00014500	Rental Housing	A	05/09/2024	05/31/2025	203 3rd Ave S		05/20/2024
13466	Scott McBeath	00014502	Rental Housing	A	05/09/2024	05/31/2025	410 3rd Ave S		05/20/2024

City of South St Paul City Council Report

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12031	Patricia M. Kraus & Kevin J. Kraus	00014512	Rental Housing	A	05/02/2024	05/31/2025	153 4th Ave S		05/20/2024
15134	John E Goblirsch	00014839	Rental Housing	A	05/02/2024	05/31/2025	328 4th Ave S		05/20/2024
15029	N&B Properties	00014799	Rental Housing	A	05/16/2024	05/31/2025	444 4th Ave S		05/20/2024
15445	Clarice Ann Wilson	00015043	Rental Housing	A	05/15/2024	05/31/2025	1430 4th St N		05/20/2024
11999	James E. Reid	00014653	Rental Housing	A	05/02/2024	05/31/2025	1504 4th St N		05/20/2024
15099	Bryan Alan Johnson	00014825	Rental Housing	A	05/03/2024	05/31/2025	205 5th Ave N		05/20/2024
15383	Matthew Petersen	00014985	Rental Housing	A	05/16/2024	05/31/2025	238 5th Ave N		05/20/2024
11917	Streets of Gold, LLC	00014523	Rental Housing	A	05/02/2024	05/31/2025	733 5th Ave S		05/20/2024
12244	Lynn & Ron Schardt	00015105	Rental Housing	A	05/06/2024	05/31/2025	238 6th Ave N		05/20/2024
15454	Isaac Edmund Blik	00015049	Rental Housing	A	05/02/2024	05/31/2025	1215 6th Ave S		05/20/2024
15207	Eduard Bilik	00014881	Rental Housing	A	05/14/2024	05/31/2025	417 6th Ave S		05/20/2024
14419	Randy Petrosfke	00014531	Rental Housing	A	05/02/2024	05/31/2025	645 6th Ave S		05/20/2024
14803	Brian Seidl	00014711	Rental Housing	A	05/02/2024	05/31/2025	943 6th Ave S		05/20/2024
11836	LJT Holdings, LLC	00014542	Rental Housing	A	05/14/2024	05/31/2025	1037-1039 7th Ave S		05/20/2024
15284	Daniel James Tondra	00014921	Rental Housing	A	05/07/2024	05/31/2025	1412 7th Ave S		05/20/2024
15018	Frazier Recovery Home, LLC	00014793	Rental Housing	A	05/07/2024	05/31/2025	1457 7th Ave S	Housing with Services - Grandfathered to 6	05/20/2024
11917	Streets of Gold, LLC	00014535	Rental Housing	A	05/02/2024	05/31/2025	252 7th Ave S		05/20/2024
15472	Kenneth C. Albrecht	00015063	Rental Housing	A	05/09/2024	05/31/2025	129 8th Ave N		05/20/2024
11968	Greg J. Trombley	00014546	Rental Housing	A	05/02/2024	05/31/2025	1150 8th Ave S		05/20/2024
15098	Masla Investment Group LLC	00014823	Rental Housing	A	05/02/2024	05/31/2025	133-135 8th Ave S		05/20/2024
11969	Gregory E. Rogers	00014549	Rental Housing	A	05/07/2024	05/31/2025	1406-1408 8th Ave S		05/20/2024
11969	Gregory E. Rogers	00014552	Rental Housing	A	05/07/2024	05/31/2025	1426-1428 8th Ave S		05/20/2024
14765	Susan Scharenbroich	00014705	Rental Housing	A	05/02/2024	05/31/2025	220 8th Ave S		05/20/2024
12314	Kristina M. Frid	00014846	Rental Housing	A	05/15/2024	05/31/2025	325 8th Ave S		05/20/2024
14844	Deborah Sengbusch	00014717	Rental Housing	A	05/08/2024	05/31/2025	658 8th Ave S		05/20/2024
15299	House of Hope LLC	00014932	Rental Housing	A	05/13/2024	05/31/2025	155 9th Ave N	House of Hope LLC	05/20/2024
15024	Judy Seliga	00014795	Rental Housing	A	05/02/2024	05/31/2025	1208 9th Ave S		05/20/2024

City of South St Paul City Council Report

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13607	Matthew Borucki	00014553	Rental Housing	A	05/06/2024	05/31/2025	224 9th Ave S		05/20/2024
15344	Kelly M Anderson	00014959	Rental Housing	A	05/07/2024	05/31/2025	938 9th Ave S		05/20/2024
15087	James L. Lardani	00015099	Rental Housing	A	05/07/2024	05/31/2025	109 9th St S		05/20/2024
12145	Glenn D. Primeau	00014559	Rental Housing	A	05/08/2024	05/31/2025	132-134 Ash St W		05/20/2024
15304	Tom R Mccoll	00015118	Rental Housing	A	05/03/2024	05/31/2025	209 Ash St W		05/20/2024
14829	Cragin Orr	00015132	Rental Housing	A	05/03/2024	05/31/2025	1950 Butler Ave		05/20/2024
15016	Tonye E. Bobmanuel	00014791	Rental Housing	A	05/09/2024	05/31/2025	2001 Butler Ave		05/20/2024
14519	Adam Hartman	00014647	Rental Housing	A	05/02/2024	05/31/2025	2317 Caroline Ln		05/20/2024
14352	William & Samantha Martin	00014573	Rental Housing	A	04/05/2024	05/31/2025	1544 Concord St S		05/20/2024
14515	DAR Services of MN, LLP	00014646	Rental Housing	A	05/02/2024	05/31/2025	1129-1131 Dale Pl		05/20/2024
15537	Metzen Enterprises	00015121	Rental Housing	A	05/07/2024	05/31/2025	114 Dale St W		05/20/2024
12695	Dwane Properties, LLC	00014578	Rental Housing	A	05/13/2024	05/31/2025	1005 Dwane St		05/20/2024
12695	Dwane Properties, LLC	00014708	Rental Housing	A	05/13/2024	05/31/2025	1009 Dwane St		05/20/2024
15589	Ryan Anthony Kauck	00015173	Rental Housing	A	05/07/2024	05/31/2025	1230 Dwane St		05/20/2024
15334	Andrew KK Everett	00014953	Rental Housing	A	05/14/2024	05/31/2025	138 Dwane St		05/20/2024
12210	Michael J. White	00014577	Rental Housing	A	05/07/2024	05/31/2025	603 Dwane St		05/20/2024
11961	Laurie Macko	00014701	Rental Housing	A	05/06/2024	05/31/2025	1924 Eva Ln		05/20/2024
11961	Laurie Macko	00014706	Rental Housing	A	05/06/2024	05/31/2025	1936 Eva Ln		05/20/2024
13515	Joseph Gullerud	00014589	Rental Housing	A	05/02/2024	05/31/2025	156 Frost St E		05/20/2024
15110	Jaime Lynn Lehmeyer	00014845	Rental Housing	A	05/03/2024	05/31/2025	150 Frost St W		05/20/2024
14265	TMG Real Estate Holdings, LLC	00014592	Rental Housing	A	05/06/2024	05/31/2025	221 Grand Ave W 103		05/20/2024
15354	Cosmina Ramona Strain	00015166	Rental Housing	A	05/03/2024	05/31/2025	221 Grand Ave W 213	Cosmina Ramona Strain	05/20/2024
14610	Keith Niemi	00014674	Rental Housing	A	04/23/2024	05/31/2025	221 Grand Ave W 307		05/13/2024
14954	DLP Properties	00014877	Rental Housing	A	05/02/2024	05/31/2025	1203 Highland Ave		05/20/2024
15499	2310 Kraft St., LLC	00015113	Rental Housing	A	05/09/2024	05/31/2025	2310 Kraft St		05/20/2024
13330	Shane Weis	00014595	Rental Housing	A	05/03/2024	05/31/2025	1545 Lincoln Park Dr	Lincoln Park Townhomes	05/20/2024
12047	Roaming Homes, Inc.	00014598	Rental Housing	A	05/10/2024	05/31/2025	926 Logan Ln		05/20/2024

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11800	Richard J. Weldon	00014600	Rental Housing	A	05/16/2024	05/31/2025	136 Macarthur St E		05/20/2024
15594	Nessib Negusse	00015180	Rental Housing	A	05/10/2024	05/31/2025	421 Marie Ave	101 Marie- Apartment above	05/20/2024
11799	Carroll Sengbusch	00014604	Rental Housing	A	05/08/2024	05/31/2025	915 Marie Ave		05/20/2024
11799	Carroll Sengbusch	00014732	Rental Housing	A	05/08/2024	05/31/2025	921 Marie Ave		05/20/2024
12048	Susan L. Troje	00014610	Rental Housing	A	05/02/2024	05/31/2025	205 Park St W		05/20/2024
15256	Jacob Smith	00015103	Rental Housing	A	05/06/2024	05/31/2025	239 Park St W		05/20/2024
14588	Boka Properties, LLC	00014681	Rental Housing	A	05/13/2024	05/31/2025	214 Southview Blvd		05/20/2024
15283	Pro Operam Sub XII, LLC	00014920	Rental Housing	A	05/09/2024	05/31/2025	257 Spruce St E		05/20/2024
15127	Jamie Leigh Galbreath	00014835	Rental Housing	A	05/07/2024	05/31/2025	101-103 Stanley Ave		05/20/2024
15421	Jessamine Homes LLC	00015027	Rental Housing	A	05/06/2024	05/31/2025	132 Warburton St W	Jessamine Homes LLC	05/20/2024
15281	Nam Hoai Tran	00014918	Rental Housing	A	05/06/2024	05/31/2025	209 Warburton St W		05/20/2024
15350	Andrew Charles Newton	00014962	Rental Housing	A	05/07/2024	05/31/2025	961 Warner Ave		05/20/2024
14884	Robert Dahl	00014725	Rental Housing	A	05/10/2024	05/31/2025	1823 Wentworth Ave		05/20/2024
15228	Soledad Ortiz Flores	00014894	Rental Housing	A	05/16/2024	05/31/2025	1622 Willis Ave		05/20/2024
12230	Thomas L. Fontana	00014410	Rental Housing Multi Family Dwelling (4+)	A	05/16/2024	05/31/2025	405 10th Ave N		05/20/2024
12042	Todd Kelm	00014412	Rental Housing Multi Family Dwelling (4+)	A	05/15/2024	05/31/2025	215 10th Ave S		05/20/2024
14985	Kryzer Properties, LLC	00014769	Rental Housing Multi Family Dwelling (4+)	A	05/06/2024	05/31/2025	449 12th Ave N		05/20/2024
12042	Todd Kelm	00014431	Rental Housing Multi Family Dwelling (4+)	A	05/15/2024	05/31/2025	235 12th Ave S		05/20/2024
12042	Todd Kelm	00014432	Rental Housing Multi Family Dwelling (4+)	A	05/15/2024	05/31/2025	255 12th Ave S		05/20/2024
11998	Dakota County CDA	00014442	Rental Housing Multi Family Dwelling (4+)	A	05/02/2024	05/31/2025	337 15th Ave N		05/20/2024
11999	James E. Reid	00014443	Rental Housing Multi Family Dwelling (4+)	A	05/02/2024	05/31/2025	405 15th Ave N		05/20/2024
11785	Kryzer Properties, LLC	00014458	Rental Housing Multi Family Dwelling (4+)	A	05/02/2024	05/31/2025	937 18th Ave N		05/20/2024
12077	Buron Lane Real Estate, LLC	00014473	Rental Housing Multi Family Dwelling (4+)	A	04/11/2024	05/31/2025	605 1st Ave S		05/20/2024

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12077	Buron Lane Real Estate, LLC	00014474	Rental Housing Multi Family Dwelling (4+)	A	04/11/2024	05/31/2025	615 1st Ave S		05/20/2024
12077	Buron Lane Real Estate, LLC	00014475	Rental Housing Multi Family Dwelling (4+)	A	04/11/2024	05/31/2025	621 1st Ave S		05/20/2024
12052	Ckapp Partnership, LLP	00014490	Rental Housing Multi Family Dwelling (4+)	A	05/02/2024	05/31/2025	247 2nd Ave S		05/20/2024
15197	Healing Home, LLC	00014882	Rental Housing Multi Family Dwelling (4+)	A	05/06/2024	05/31/2025	200 3rd Ave S		05/20/2024
15322	Kathleen Carr Shotton	00014942	Rental Housing Multi Family Dwelling (4+)	A	05/03/2024	05/31/2025	1020 3rd St S		05/20/2024
15197	Healing Home, LLC	00014872	Rental Housing Multi Family Dwelling (4+)	A	05/06/2024	05/31/2025	132 4th Ave N		05/20/2024
12694	Dennis A. Greger	00014517	Rental Housing Multi Family Dwelling (4+)	A	05/13/2024	05/31/2025	141 5th Ave N		05/20/2024
15008	Baja Realty, LLC	00014782	Rental Housing Multi Family Dwelling (4+)	A	05/14/2024	05/31/2025	1450 5th Ave S		05/20/2024
11798	DRS Investments VII LLC	00014758	Rental Housing Multi Family Dwelling (4+)	A	04/18/2024	05/31/2025	1059 9th Ave S		05/07/2024
15480	Westview Investment LLC	00015084	Rental Housing Multi Family Dwelling (4+)	A	05/02/2024	05/31/2025	1820 Bromley St	Westview Investment LLC	05/20/2024
15285	Oberon Holdings LLC	00015026	Rental Housing Multi Family Dwelling (4+)	A	05/09/2024	05/31/2025	1120 Bryant Ave	EIG Property Management	05/20/2024
12328	C.L. Buron, LLC	00015087	Rental Housing Multi Family Dwelling (4+)	A	05/07/2024	05/31/2025	251 Buron Ln		05/20/2024
14515	DAR Services of MN, LLP	00014574	Rental Housing Multi Family Dwelling (4+)	A	05/02/2024	05/31/2025	1101 Dale Pl		05/20/2024
14515	DAR Services of MN, LLP	00014575	Rental Housing Multi Family Dwelling (4+)	A	05/02/2024	05/31/2025	1115 Dale Pl		05/20/2024
12068	Joseph M. Rohr	00014581	Rental Housing Multi Family Dwelling (4+)	A	05/03/2024	05/31/2025	1515 Elrose Ct		05/20/2024
12068	Joseph M. Rohr	00014582	Rental Housing Multi Family Dwelling (4+)	A	05/03/2024	05/31/2025	1517 Elrose Ct		05/20/2024
14289	Dahl Street Properties, L.P.	00014585	Rental Housing Multi Family Dwelling (4+)	A	05/14/2024	05/31/2025	1532 Elrose Ct		05/20/2024
14289	Dahl Street Properties, L.P.	00014586	Rental Housing Multi Family Dwelling (4+)	A	05/14/2024	05/31/2025	1549 Elrose Ct		05/20/2024

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15008	Baja Realty, LLC	00014828	Rental Housing Multi Family Dwelling (4+)	A	05/14/2024	05/31/2025	826 Marie Ave		05/20/2024
12160	Michael D. Blaeser	00014609	Rental Housing Multi Family Dwelling (4+)	A	05/02/2024	05/31/2025	1565 Motor Ave		05/20/2024
12042	Todd Kelm	00014617	Rental Housing Multi Family Dwelling (4+)	A	05/09/2024	05/31/2025	400 Southview Blvd		05/20/2024
12347	Gerald & Susan Lerfald	00014627	Rental Housing Multi Family Dwelling (4+)	A	05/02/2024	05/31/2025	612 Stewart Ave		05/20/2024
11998	Dakota County CDA	00014632	Rental Housing Multi Family Dwelling (4+)	A	05/02/2024	05/31/2025	1720 Thompson Ave		05/20/2024
12171	RST Group, LLP	00014636	Rental Housing Multi Family Dwelling (4+)	A	05/07/2024	05/31/2025	832 Wentworth Ave		05/20/2024
15595	SmartHome Pros, Inc	00015181	Solicitor (Company)	A	05/13/2024	05/31/2025			05/20/2024
15596	SmartHome Pros, Inc	00015182	Solicitor (Individual)	A	05/13/2024	05/31/2024			05/20/2024
15597	SmartHome Pros, Inc	00015183	Solicitor (Individual)	A	05/13/2024	05/31/2025			05/20/2024
15598	SmartHome Pros, Inc	00015184	Solicitor (Individual)	A	05/13/2024	05/31/2025			05/20/2024
15599	SmartHome Pros, Inc	00015185	Solicitor (Individual)	A	05/13/2024	05/31/2025			05/20/2024
15600	SmartHome Pros, Inc	00015186	Solicitor (Individual)	A	05/13/2024	05/31/2025			05/20/2024
15601	SmartHome Pros, Inc	00015187	Solicitor (Individual)	A	05/13/2024	05/31/2025			05/20/2024
15602	SmartHome Pros, Inc	00015188	Solicitor (Individual)	A	05/13/2024	05/31/2025			05/20/2024
15603	SmartHome Pros, Inc	00015189	Solicitor (Individual)	A	05/13/2024	05/31/2025			05/20/2024
15604	SmartHome Pros, Inc	00015190	Solicitor (Individual)	A	05/13/2024	05/31/2025			05/20/2024
15605	SmartHome Pros, Inc	00015191	Solicitor (Individual)	A	05/13/2024	05/31/2025			05/20/2024
15606	SmartHome Pros, Inc	00015192	Solicitor (Individual)	A	05/13/2024	05/31/2025			05/20/2024
15607	SmartHome Pros, Inc	00015193	Solicitor (Individual)	A	05/13/2024	05/31/2025			05/20/2024
15608	SmartHome Pros, Inc	00015194	Solicitor (Individual)	A	05/13/2024	05/31/2025			05/20/2024
15609	SmartHome Pros, Inc	00015195	Solicitor (Individual)	A	05/13/2024	05/31/2025			05/20/2024
15610	SmartHome Pros, Inc	00015196	Solicitor (Individual)	A	05/13/2024	05/31/2025			05/20/2024
15612	HomeSmart Pros Inc	00015199	Solicitor (Individual)	A	05/16/2024	05/31/2025			05/20/2024
15613	HomeSmart Pros Inc	00015200	Solicitor (Individual)	A	05/16/2024	05/31/2025			05/20/2024
15614	HomeSmart Pros Inc	00015201	Solicitor (Individual)	A	05/16/2024	05/31/2025			05/20/2024

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14660	South St. Paul Lions Club	00015202	Temp Intoxicating Liquor License	A	05/16/2024	07/01/2024	820 Southview Blvd		05/20/2024
10107	Waste Management Holdings, Inc.	00014365	Trash Hauler	A	05/06/2024	05/31/2025	1901 Ames Dr	Residential AND Commercial Routes	05/20/2024



City Council Agenda

Date: May 20, 2024
Department: Administration/HR
Prepared by: S. Anderson
Administrator: RG

8-D

Agenda Item: Accept Letter of Retirement – Police Support Specialist

Action to be considered:

Motion to accept letter of retirement from Barb Cobenais – Police Support Specialist for the City of South St. Paul and authorize recruitment to fill the vacated position.

Overview:

Attached you will find a letter from Barb Cobenais giving notice of retirement effective June 7, 2024. Barb began employment with the City on January 9, 1995, and during her 29-year career with the city, Barb has been a staple within the police administrative office providing a variety of administrative services. The City of South St. Paul thanks Barb for many years of service and wish her well as she moves into the next chapter of her life.

The Police Support Specialist position is a regular full-time position within the AFSCME bargaining unit. Staff asks City Council to accept Barb's letter of retirement and authorize staff to begin the recruitment process to fill the Police Support Specialist position.

Source of Funds:

Police Departmental Budget

May 6, 2024

City of South St. Paul
Brian Wicke, Chief of Police
125 Third Avenue North
South St. Paul, MN 55075

Notification of Intent to Retire

Brian,

Please accept this as my notification of intent to retire under PERA effective June 7, 2024, which will be my last day.

Sincerely,

Barb Cobenais

Barb Cobenais



City Council Agenda
Date: May 20, 2024
Department: Administration/HR
Prepared by: S. Anderson
Administrator: _____

8-E

Agenda Item: Accept Letter of Resignation – General Facility Maintenance Worker

Action to be considered:

Motion to accept letter of resignation from Brad Patet – General Facility Maintenance Worker for the City of South St. Paul and authorize recruitment to fill the vacated position.

Overview:

Attached you will find an email from Brad Patet giving notice of resignation effective May 10, 2024. Brad began regular employment part-time with the City in August 2020, moving to full-time in September 2021. Prior to that he worked seasonally at the arena for several years. The City of South St. Paul thanks Brad for many years of service.

The General Facility Maintenance position is a regular full-time position within the Teamsters bargaining unit. Staff asks City Council to accept Brad's letter of resignation and authorize staff to begin the recruitment process to fill the General Facility Maintenance position.

Source of Funds:

Arena Departmental Budget

From: [bpatet125](#)
To: [bpatet125@gmail.com](#); [Shelly Anderson](#)
Subject: Resignation
Date: Thursday, May 9, 2024 11:59:32 AM
Attachments: [20221015_175920_002002.mp4](#)

I would like to submit my resignation from the City of SSP effective May 10th, 2024.

I have had a conversation with HR Director Shelly Anderson and was given advice on how to proceed.

Sent from my T-Mobile 5G Device



CITY COUNCIL AGENDA REPORT
DATE: May 20th, 2024
DEPARTMENT: POLICE
Prepared by: Brian Wicke
ADMINISTRATOR: _____

8-F

AGENDA ITEM: Accept Letter of Resignation

ACTION TO BE CONSIDERED:

Motion to Accept Letter of Resignation from Police Officer Dylan Naffziger.

OVERVIEW:

Attached you will find a letter from Police Officer Dylan Naffziger giving notice of his intent to resign from his position with the South St. Paul Police Department upon completion of his shift June 1st, 2024. Officer Naffziger has accepted a position with another agency and is set to begin his employment with them later this same month.

Officer Naffziger was hired as a Community Service Officer in June of 2022 while attending school and transitioned to full time licensed Police Officer later that same year. During his tenure with the South St. Paul Police Department, Officer Naffziger has worked in the patrol division as a patrol officer.

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

SOURCE OF FUNDS:

N/A

Dylan Naffziger

Woodbury, MN 55125

763-354-9578

May 09, 2024

South St. Paul Police Department

RE: Resignation Letter

Dear Chief Wicke,

This letter serves as a notice of my impending resignation as a police officer for the City of South St. Paul. My last day at work will be on June 1st, 2024. I will be taking on a Patrol Deputy position with the Washington County Sheriff's Office.

This decision was not an easy one to make as I have made great relationships and friendships here. I have made this decision to advance my career opportunities and have a schedule more desirable for my family.

I cannot express how thankful I am to have been given the opportunity to work for such an outstanding agency to start my career. The skills I have obtained here will remain with me. The love, guidance, and hospitality I have received while working in this noble profession for this great agency, is something indescribable.

As I leave, I wish everyone here the absolute best in their careers. Thank you for all of your support, mentorship, and trust.

Respectfully,

Officer Dylan Naffziger #2142

A handwritten signature in black ink, appearing to read 'Dylan Naffziger', written over a horizontal line.



CITY COUNCIL AGENDA REPORT

DATE: MAY 20, 2024

DEPARTMENT: Community Development-Planning

Prepared By: Monika Miller, Associate Planner

ADMINISTRATOR: _____

8-G

AGENDA ITEM: Summer Impact Corps Member Site Agreement Addendum

ACTIONS TO BE CONSIDERED:

Authorize staff to execute the 2024-2025 Member Site Agreement Addendum with AmeriCorps for a Summer Impact Corps member.

OVERVIEW:

Background

In March, staff submitted an application to AmeriCorps for an Ampact Summer Impact Corps member. Ampact is an AmeriCorps program that focuses on education, the environment, and healthy futures. In late March, staff received an email that we had been matched with a Summer Impact Corps member who will serve from approximately early-June to mid-August of 2024. Summer Impact Corps members serve in a full-time capacity (40 hours a week) during their service term and receive a bi-weekly stipend from AmeriCorps, at no cost to the city. South St. Paul's Summer Impact Corps member will be assisting with watering of the newly planted trees and other forestry-related needs. This will be South St. Paul's second year having a Summer Impact Corp member.

Site Agreement

Before the Summer Impact Corps member can start their service in June, the City needs to enter into a Service Site Agreement Addendum with AmeriCorps that extends the previous service site agreement through July of 2025. The site agreement lays out basic terms for the service environment that South St. Paul must provide the Summer Impact Corps member. Additionally, the site agreement lays out the terms for member management and supervision. The Summer Impact Corps member would office out of Public Works and would be supervised by the Public Works Director.

STAFF RECOMMENDATION

Staff recommends that staff be authorized to execute the Member Site Agreement for the Summer Impact Corps member.

ATTACHMENTS:

- A. Member Site Agreement Addendum



**AMENDMENT TO THE 2023-2024 SITE AGREEMENT BETWEEN READING & MATH, INC.
DBA AMPACT AND THE SERVICE SITE**

This Agreement is between Reading & Math, Inc. Dba Ampact, a Minnesota nonprofit corporation (“Program” or “Ampact”) and 6302 - City of South St. Paul, South Saint Paul, Minnesota 55075 (“Service Site”).

- A. Ampact and the Service Site entered into an agreement that defines the terms and conditions governing the placement and services of AmeriCorps members at location(s) managed by the Service Site (the “Agreement”); and
- B. By its terms, the Agreement may be amended only by written agreement between the parties; and
- C. The parties now wish to modify the Agreement as set forth below.

AGREEMENT

In consideration of all of the mutual promises contained in the Agreement, the parties now agree as follows:

- 1. The first paragraph shall be amended to extend the term of Agreement through the 2024-2025 AmeriCorps program year, ending on July 31, 2025.
- 2. The following Addendum(s) shall be added:
None

; and

- 3. There shall be no other modifications at all to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Service Site Staff

Name Monika Miller
Title Associate Planner
Signature

Reading & Math, Inc. DBA Ampact Staff

Name Sadie O'Connor
Title Managing Director
Signature

Date

Date



City Council Agenda
 Date: May 6, 2024
 Department: Doug Woog Arena
 Prepared by: John Wilcox
 Administrator: _____

Agenda Item: Amendment to Doug Woog Arena Fee Schedule

Action to be considered:

Motion to approve Resolution No. 2024-56, approving amendment to the 2024 Fee Schedule.

Overview:

Over the past few years at Doug Woog Arena, we have been adding in more and more freestyle skating and hockey training sessions to be available for rental as the need for ice time for this sector has increased for various reasons. This is a good way for the arena to generate revenue for ice hours that would normally go unused. In discussions with various freestyle skating and hockey instructors looking to book ice for training for the upcoming summer and beyond, the subject of the rate that is currently being charged for those sessions came up. Basically, the point brought up by the instructors revolved around the fee being charged is too low and the city should consider raising the fee to \$15 per hour to be more in line with what is being charged throughout the industry and what other rinks charge that are in close proximity to Doug Woog Arena. By doing this it would also generate more revenue for the arena.

Currently the rate set here is \$10 per person for a two-hour ice session, which breaks down to \$5/hr. (two-hour sessions are set up as that is usually the minimum amount of time requested for the freestyle training sessions). In getting feedback and information from instructors along with researching some arenas on what is being charged staff found that our rate is rather low compared to others with the difference being from over 50% less to over 75% less than what others charge. Some examples of what other arenas charge include: Cottage Grove - \$14/hr., Inver Grove Heights - \$11/hr., St Paul FSC (Pleasant Arena) - \$22/hr. and Woodbury - \$20/hr. Staff feels that by raising the freestyle skating fee from \$10 to \$15 it would not have an effect on the current participation numbers and would potentially bring in more participants, which in turn would potentially generate more revenue, along with more exposure, to Doug Woog Arena. The change as shown below also would include an increase to the 10 punch pass card.

Update the 2024 Fee Schedule to reflect the following changes:

Open Skating	2024	New 2024 Rate
Open Freestyle Admission	\$10 per person	\$15 per person
Punch Pass – 10 Open Freestyle	\$90	\$135

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-56

**RESOLUTION APPROVING AMENDMENT TO THE FEE SCHEDULE
FOR DOUG WOOG ARENA**

WHEREAS, the City Council wishes to amend the fee schedule for Doug Woog Arena open freestyle skating admission, and;

WHEREAS, the fee schedule lists fees and charges for Doug Woog Arena as well as fees and charges for Administrative, Financial, Environmental, Planning and Development, Planning and Zoning, Parks and Recreation, Police, Airport and Utility services along with Code Enforcement violations.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South St. Paul, Minnesota hereby amends the 2024 Fee Schedule effective May 6, 2024.

Open Skating	2024	New 2024 Rate
Open Freestyle Admission	\$10 per person	\$15 per person
Punch Pass – 10 Open Freestyle	\$90	\$135

Adopted this 20th day of May, 2024.

City Clerk



City Council Agenda

Date: May 20, 2024
Department: Engineering
Prepared by: Nick Guilliams, City Engineer
Administrator: _____

AGENDA ITEM: Concord Exchange Corridor Improvement Project - Change Order No. 1

ACTION TO BE CONSIDERED:

Motion to approve Change Order No. 1 in the amount of \$23,262.00.

OVERVIEW:

On March 4, 2024, the City Council awarded the bid for the Concord Exchange Corridor Improvement Project to Danner, Inc. in the amount of \$4,318,309.25. Change Order No. 1 includes additional costs to wet-tap a 6-inch water main gate valve, remove bituminous pavement under the existing brick walkway, and to place high-early concrete at Globe Publishing, the US Post Office, and at driveways in future phases.

To minimize the duration of the water service interruption for residents and businesses, it was more advantageous to wet-tap a 6-inch gate valve instead of installing a new one while the water main is shut down. High-early concrete was used at the driveways for Globe Publishing and the US Post Office to expedite concrete curing and allow for driveway access within 72 hours. While removing the existing brick sidewalk, an unexpected layer of asphalt beneath the bricks was discovered, necessitating its removal before the new sidewalk could be installed.

The net change to the contract amount from Change Order No. 1 is an additional \$23,262.00. The table below summarizes the contract changes:

Original Contract Amount	\$4,318,309.25
Change Order No. 1	\$23,262.00
Proposed Contract Amount	\$4,341,571.25

RECOMMENDATION:

Staff recommends the City Council consider approving Change Order No. 1 in the amount of \$23,262.00 for a new contract amount of \$4,341,571.25.

SOURCE OF FUNDS:

Funding is available from Municipal-State-Aid, Tax Increment Funds, Developer Funds, and Water Utility Funds.

SP/SAP 168-160-006	Minn. Project No.	Change Order No. 1
Project Location: Concord Exchange Corridor Improvement Project		
Local Agency: City of South St Paul	Local Project No.	
Contractor: Danner, Inc.	Contract No. 023128-000	
Contractor Address: 843 Hardman Avenue South South St. Paul, MN 55075		
Total Change Order Amount: \$23,262.00		

Issue:
 In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

The Engineer in concurrence with the City of South St. Paul, agree that removing an existing asphalt layer beneath the existing brick walk is necessary to install the new aggregate base layer. When removing the brick sidewalk, an unforeseen layer of asphalt was beneath the existing brick. In order to install the new aggregate base layer for the proposed 4" concrete walk, the asphalt layer is required to be removed.

The Engineer in concurrence with the City of South St. Paul, agree that using hi-early concrete is necessary to accommodate local business traffic using their driveway for access within 72 hours.

The Engineer in concurrence with the City of South St. Paul, agree that wet taping a 6" watermain gate valve is more favorable than cutting in a new gate valve.

This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at negotiated unit prices. All invoices will be kept in the Engineers file.

Contract Time: is not changed

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Local	2504.602	8"X6" WET TAP	EACH	\$4,550.00	1	\$4,550.00
SAP 168-160-006	2301.504	CONCRETE PAVEMENT 8" HIGH-EARLY	SY	\$19.50	400	\$7,800.00
SAP 168-160-006	2104.504	REMOVE BITUMINOUS PATH PAVEMENT	SY	\$7.75	1408	\$10,912.00
Net Change This Change Order						\$23,262.00

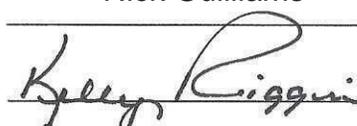
****Group/funding category is required for federal aid projects**

Project Engineer:  Date: 5/14/2024

Print Name: Paul Kyle Phone: 612-360-1310

Owner:  Date: 5/14/2024

Print Name: Nick Guilliams Phone: 651-554-3214

Contractor:  Date: 5/14/24

Print Name: Kelly Riggins Phone: (651) 450-0830



DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for **FUNDING PURPOSES ONLY** and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: Federal Funding State Aid Funding Local funds

District State Aid Engineer: _____ Date: _____



City Council Agenda
Date: 5/20/24
Department: Airport
Prepared by: Andrew Wall
Administrator: _____

8-J

Agenda Item: Approve Mortgage and Landlord Estoppel Certificate for 291 Hotel Lane at the South St. Paul Airport

Action to be considered:

Adopt Resolution No. 2024-63 Approving the Mortgage and Landlord Estoppel Certificate for 291 Hotel Lane at the South St. Paul Airport

Overview:

The City Council is required to approve agreements at the airport. Andrew Archer entered into a lease with the City of South St. Paul on November 30, 2018 for 291 Hotel Lane.

Frandsen Bank and Trust has agreed to make a loan to Andrew Archer, pursuant to the terms and conditions set forth in that certain Ground Lease Estoppel Certificate and Mortgage.

Airport staff recommends approval of these agreements.

Source of Funds: N/A

**RESOLUTION RELATING TO AIRPORT:
APPROVING AGREEMENTS AT FLEMING FIELD WITH ANDREW ARCHER**

WHEREAS, The City Council has reviewed and considered the Agreements for Lot 1 Block 1, Parcel A, Airport Rearrangement 3rd Addition (the “Agreements”);

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 Agreements 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 Agreements in the name and on behalf of the City in the form hereby approved.

Adopted this 20th day of May 2024.

City Clerk

LEASEHOLD MORTGAGE

RECORDATION REQUESTED BY:

Frandsen Bank & Trust
Duluth Office
331 W Superior St
Duluth, MN 55802

WHEN RECORDED MAIL TO:

Frandsen Bank & Trust
Duluth Office
331 W Superior St
Duluth, MN 55802

MAXIMUM LIEN. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE MAXIMUM INDEBTEDNESS SECURED BY THIS MORTGAGE IS \$399,000.00.

THIS MORTGAGE dated May 1, 2024, is made and executed between botcrew LLC; A Minnesota Limited Liability Company (referred to below as "Grantor") and Frandsen Bank & Trust, whose address is 331 W Superior St, Duluth, MN 55802 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender, with power of sale, all of Grantor's right, title, and interest in, to and under the Lease described below of the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation any rights Grantor later acquires in the fee simple title to the land, subject to the Lease, and all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Dakota County, State of Minnesota:

See Exhibit "A", which is attached to this mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 291 Hotel Lane, Fleming Field, South St. Paul, MN 55075. The Real Property tax identification number is 36-11132-01-010, 36-11130-15-010, 36-11130-15-020, 36-11130-15-030.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This shall constitute an actual and present assignment, provided that the Grantor shall have a license to collect, but not prior to accrual, all of the Rents and to retain, use and enjoy the same unless and until an Event of Default as defined herein has occurred. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's leasehold interest in the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all

claims, losses, liabilities, damages, penalties, and expenses, including attorneys' fees, consultants' fees, and costs which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Compliance with Lease. Grantor will pay all rents and will strictly observe and perform on a timely basis all other terms, covenants, and conditions of the Lease. Grantor will indemnify, defend, and hold Lender harmless against all losses, liabilities, actions, suits, proceedings, costs including reasonable attorneys' fees claims, demands, and damages whatsoever which may be incurred by reason of Grantor's failure to pay rents or strictly observe or perform under the Lease.

Other Agreements Relating to the Lease. Grantor further agrees (1) not to surrender, terminate, or cancel the Lease, and (2) not to modify, change, supplement, alter, or amend the Lease, either orally or in writing, without Lender's prior written consent. Any attempt by Grantor to do any of the foregoing without Lender's prior written consent will be void and of no force and effect. At Lender's option, Grantor will deposit with Lender as further security all original documents relating to the Lease and the leasehold interest in the Property. Unless Grantor is in breach or default of any of the terms contained in this Mortgage, Lender will have no right to cancel, modify, change, supplement, alter or amend the leasehold interest. No estate in the Property, whether fee title to the leasehold premises, the leasehold estate, or any subleasehold estate, will merge without Lender express written consent; rather these estates will remain separate and distinct, even if there is a union of these estates in the landlord, Grantor, or a third party who purchases or otherwise acquires the estates. Grantor further agrees that if Grantor acquires all or a portion of the fee simple title, or any other leasehold or subleasehold title to the Property, that title will, at Lender's option, immediately become subject to the terms of this Mortgage, and Grantor will execute, deliver and record all documents necessary or appropriate to assure that such title is secured by this Mortgage.

Notices Relating to the Lease. Grantor will promptly notify Lender in writing:

- (1) if Grantor is in default in the performance or observance of any of the terms, covenants, or conditions which Grantor is to perform or observe under the Lease;
- (2) if any event occurs which would constitute a default under the Lease;
- (3) if any notice of default is given to Grantor by the landlord under the Lease;
- (4) if, pursuant to the Lease, any proceeds received for the Property are deposited with someone other than Lender, whether received from any insurance on the Property or from the taking of any or all of the Property by eminent domain; and
- (5) if any arbitration or appraisal proceedings are requested or instituted pursuant to the Lease.

Grantor agrees to provide Lender promptly with a copy of all written materials relating to any of the above and to provide Lender with such other information as Lender may reasonably request. Grantor agrees that promptly after the execution and delivery of this Mortgage, Grantor will notify the landlord under the Lease in writing of the execution and delivery of this Mortgage and of the name and address of Lender and will deliver a copy of this Mortgage to the landlord.

Option to Cure Lease Default. Upon Lender's receipt of any written notice of Grantor's default under the Lease, Lender may, at Lender's option, cure such default, even though Grantor, or any party on behalf of Grantor, questions or denies the existence of such default or the nature of the default. Grantor expressly grants to Lender the absolute and immediate right to enter upon the Property to such extent and as often as Lender in its sole discretion deems necessary or desirable in order to prevent or cure any such default by Grantor.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Minnesota law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments

against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the leasehold interest in the Property pursuant to the Lease, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to

deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Lease Default. Grantor defaults under the terms of the Lease, or any other event (whether or not Grantor's fault) results in the termination or cancellation of Grantor's leasehold rights.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code. If notice to Grantor of the intended disposition of the Personal Property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Grantor at least ten (10) calendar days prior to the date of intended disposition. Grantor shall pay on demand all costs and expenses, including but not limited to reasonable attorneys' fees and legal expenses, incurred by Lender in exercising these rights and remedies.

Collect Rents. Lender shall have the right to take possession of the Property and to collect and apply Rents, including amounts past due and unpaid, in accordance with applicable law and this Mortgage, including during the entire redemption period after foreclosure of this Mortgage. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Application of Rents. Lender will first apply any Rents Lender receives in the order prescribed by Minn. Stat. Section 576.25, Subd. 2, as amended, including expenses for the Property's normal maintenance, and then, at Lender's sole discretion, to the indebtedness and any other costs of managing, protecting and preserving the Property. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it after payment of the foregoing expenses. All expenditures made by Lender under this Mortgage and not reimbursed from the Rents shall become a part of the indebtedness secured by this Mortgage, and shall be payable on demand, with interest at the interest rate set forth in the Note from date of expenditure until paid.

Appoint Receiver. Lender, to the maximum extent permitted by law, shall be entitled, as a matter of right, to the appointment of a receiver of the Property, without notice or demand, and without regard to the adequacy of the security for the indebtedness or the solvency of the Grantor, by an action separate from any foreclosure of this Mortgage pursuant to Minnesota Statutes Chapter 580 or pursuant to Minnesota Statutes Chapter 581, or as a part of the foreclosure action under said Chapter 581 (it being agreed that the existence of a foreclosure pursuant to said Chapter 580 or a foreclosure action pursuant to said Chapter 581 is not a prerequisite to any action for a receiver hereunder). The receiver, who shall be an experienced property manager, shall collect (until the indebtedness is fully paid and satisfied and, in the case of a foreclosure sale, during the entire redemption period) the Rents, and shall manage the Property, execute leases within or beyond the period of the receivership if approved by the court and apply all rents, profits and other income collected by him in the order specified below. Notwithstanding the appointment of any receiver, Lender shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of any Related Documents to Lender. Lender shall have the right, at any time and without limitation, as provided in Minnesota Statutes, Section 582.03, to advance money to the receiver to pay any part or all of the items which the receiver should otherwise pay if cash were available from the Property and sums so advanced, with interest at the highest default rate set forth in the Note, shall be secured hereby, or if advanced during the period of redemption shall be part of the sum required to be paid to redeem from the sale. Any Rents received by the receiver hereunder shall be applied in the order prescribed by Minn. Stat. Section 576.25, Subd. 2, as amended, including but not limited to expenses for the Property's normal maintenance and reasonable receivership fees, and then against the indebtedness if received prior to the commencement of a foreclosure, to be in such order as Lender may elect, and if received after the commencement of a foreclosure, to be applied to the amount required to be paid to effect a reinstatement prior to foreclosure sale, or, after a foreclosure sale to any deficiency and thereafter to the amount required to be paid to effect a redemption, all pursuant to Minnesota Statutes, Sections 580.30, 580.23 and 581.10, with any excess to be paid to Grantor. Provided, that if this Mortgage is not reinstated nor the Property redeemed as provided by said Sections 580.30, 580.23 or 581.10, the entire amount paid to Lender pursuant hereto shall be the property of Lender together with all or any part of the Property acquired through foreclosure.

Foreclosure and Sale. Lender may, and is hereby authorized and empowered to, foreclose this Mortgage by action or advertisement pursuant to the statutes of the State of Minnesota providing for such foreclosure. Power is expressly granted to Lender (1) to sell the Property at public auction and to convey the Property, in fee simple, to the purchasers at such sale, and (2) to pay, out of the proceeds of the sale, all of the indebtedness secured by this Mortgage, with interest, and all legal costs and charges of the foreclosure including the maximum attorneys' fees permitted by law and Grantor agrees to pay all such costs, and charges and fees.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. Grantor understands that if Lender elects to foreclose by advertisement, no personal notice is required to be served upon Grantor. Grantor further understands that under the Constitution of the United States and the Constitution of the State of Minnesota it may have the right to notice and hearing before the Property may be sold and that the procedure for foreclosure by advertisement described above does not ensure that notice will be given to Grantor and neither said procedure for foreclosure by advertisement nor the Code requires any hearing or other judicial proceeding. GRANTOR HEREBY RELINQUISHES, WAIVES AND GIVES UP ANY CONSTITUTIONAL RIGHTS GRANTOR MAY HAVE TO NOTICE AND HEARING BEFORE SALE OF THE PROPERTY AND EXPRESSLY CONSENTS AND AGREES THAT THE PROPERTY MAY BE FORECLOSED BY ADVERTISEMENT AND THAT THE PROPERTY MAY BE DISPOSED OF PURSUANT TO THE CODE, ALL AS DESCRIBED ABOVE. GRANTOR ACKNOWLEDGES THAT GRANTOR IS REPRESENTED BY LEGAL COUNSEL; THAT BEFORE SIGNING THIS DOCUMENT, THIS SECTION AND GRANTOR'S CONSTITUTIONAL RIGHTS WERE FULLY EXPLAINED BY SUCH COUNSEL AND THAT GRANTOR

UNDERSTANDS THE NATURE AND EXTENT OF THE RIGHTS WAIVED HEREBY AND THE EFFECT OF SUCH WAIVER.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Grantor's Copy of Documents. Lender agrees to provide Grantor with a conformed copy of both the Note and this Mortgage at the time they are executed or within a reasonable time after recording this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Minnesota.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means botcrew LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto, or common law, and shall also include pollutants, contaminants, polychlorinated biphenyls, asbestos, urea formaldehyde, petroleum and petroleum products, and agricultural chemicals.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means botcrew LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lease. The word "Lease" means the lease of the Property dated November 30, 2018, between City of South St. Paul, Landlord and Grantor.

Lender. The word "Lender" means Frandsen Bank & Trust, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated May 1, 2024, in the original principal amount of \$399,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is December 1, 2024.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

LANDLORD'S ESTOPPEL CERTIFICATE

RECORDATION REQUESTED BY:

Frandsen Bank & Trust
Duluth Office
331 W Superior St
Duluth, MN 55802

WHEN RECORDED MAIL TO:

Frandsen Bank & Trust
Duluth Office
331 W Superior St
Duluth, MN 55802

THIS LANDLORD'S ESTOPPEL CERTIFICATE dated May 1, 2024, is made and executed among botcrew LLC; A Minnesota Limited Liability Company ("Grantor"); Frandsen Bank & Trust, Duluth Office, 331 W Superior St, Duluth, MN 55802 ("Lender"); and City of South St. Paul, 1725 Henry Avenue, South St. Paul, MN 55075 ("Landlord").

Grantor and Lender have entered into, or are about to enter into, a financial transaction whereby Lender has acquired or will acquire a security interest or other lien on Grantor's leasehold interest in the Property described below.

To induce Lender to extend one or more loans or other financial accommodations to Grantor against such security interest in the Property and for other valuable consideration, with knowledge that Lender is relying thereon, Landlord and Grantor hereby agree with Lender as follows:

THE LEASE. Landlord has leased the Property to Grantor pursuant to a lease (the "Lease") dated November 30, 2018. The following information is a summary of the basic terms and conditions of the Lease: See Land Lease at the South St. Paul Municipal Airport, South St. Paul, MN.

REAL PROPERTY DESCRIPTION. The Lease covers the following described real property, together with all improvements thereon (the "Real Property") located in Dakota County, State of Minnesota:

See Exhibit "A", which is attached to this mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 291 Hotel Lane, Fleming Field, South St. Paul, MN 55075. The Real Property tax identification number is 36-11132-01-010, 36-11130-15-010, 36-11130-15-020, 36-11130-15-030.

ESTOPPEL. Landlord and Grantor hereby jointly and severally represent and warrant to Lender that:

Lease in Effect. The Lease (i) has been duly executed and accepted by Landlord and Grantor, (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally, except as reflected in the copy of the Lease provided to Lender.

No Default. As of the date of this Certificate, (i) all conditions and obligations to be performed by either Landlord or Grantor under the Lease, to the date hereof, have been satisfied; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of either Landlord or Grantor under the Lease, including any against rents due or to become due under the terms of the Lease.

Entire Agreement. The Lease constitutes the entire agreement between Landlord and Grantor with respect to the Lease of the



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

8-K

AGENDA ITEM: Acceptance of Gift Donations

ACTION TO BE CONSIDERED:

Motion to accept Resolution 2024-066, Acceptance of Gift Donations as submitted by the City Clerk.

OVERVIEW:

Donations will be approved by Resolution as they are received. The amount of the donation and the donors will still be listed separately on the Council Agenda and read aloud during the approval of the consent agenda.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-066

Acceptance of Gift Donations

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, The City of South St. Paul receives donations from various sources and businesses within the City of South St. Paul and the surrounding areas.

WHEREAS, the City of South St. Paul finds it is appropriate to accept the donation(s) offered with appreciation.

THEREFORE, BE IT RESOLVED: by the City Council of the City of South St. Paul, Minnesota, to accept the following donation(s):

<u>Value of Donation</u>	<u>Name of Donor</u>	<u>Designation</u>
\$800.00	South St. Paul Lions	Power of Produce Program

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 May 2024.

City Clerk



CITY COUNCIL AGENDA REPORT

Date: May 20, 2024

Department: Community Development

Prepared by: Monika Miller, Associate Planner

Administrator: _____

9-A

AGENDA ITEM: Public Hearing and Adoption of Resolutions to Vacate Unbuilt Alleys and Streets in Public Parks

ACTIONS TO BE CONSIDERED:

- Hold a Public Hearing for the vacation of an unbuilt alley located within the boundaries of Harmon Park.
- Adopt Resolution 2024-64 vacating an unbuilt alley located within the boundaries of Harmon Park.
- Hold a Public Hearing for the vacation of unbuilt alleys located within the boundaries of Veterans Field Park.
- Adopt Resolution 2024-65 vacating unbuilt alleys located within the boundaries of Veterans Field Park.
- Hold a Public Hearing for the vacation of an unbuilt alley and street located within the boundaries of Seidl's Lake Park.
- Adopt Resolution 2024-69 vacating an unbuilt alley and street located within the boundaries of Seidl's Lake Park.
- Hold a Public Hearing for the vacation of unbuilt alleys and streets within the boundaries of Lorraine Park.
- Adopt Resolution 2024-70 vacating unbuilt alleys and streets within the boundaries of Lorraine Park.
- Hold a Public Hearing for the vacation of unbuilt alleys and streets within the boundaries of Kaposia Park.
- Adopt Resolution 2024-71 vacating unbuilt alleys and streets within the boundaries of Kaposia Park.

OVERVIEW:

Background

Earlier this year, staff from the Parks and Recreation Department applied for funding through the Department of Natural Resources' Outdoor Recreation Grant Program to assist with replacing the aging park equipment at Lorraine Park. As part of the application, Staff was asked to provide a wide variety of information, including documenting whether there is any city right-of-way within the project area. The DNR wanted to make sure that the grant funding would be used to create a park that would be used for many years instead of being torn down in a few years to construct a road or an alley. This requirement

brought to staff's attention that there are a number of parks, including Lorraine Park, Harmon Park, Veterans Field Park, Seidl's Lake Park, and Kaposia Park, that have unbuilt alley or street rights-of-way running through them. These were likely not deliberately left unvacated and this situation is likely the result of South St. Paul being an older community that was built out before modern web-based GIS mapping was available. Now that online maps are available, it is very clear that many of the parks have unvacated roads and alleys running through them. The City does not intend to build any street or alleys in these rights-of-way and so they should be vacated.

Additionally, it is a best practice to vacate this unbuilt right-of-way when possible to prevent zoning nonconformities. For example, the Lorraine Park splash pool is located partially in an unbuilt portion of 3rd Avenue South and one of the dugouts for the ballfield at Lorraine Park is in an unbuilt alley. The City Code does not typically allow structures to be placed in a public street or alley so technically these structures could be considered zoning nonconformities.

Staff from Administration, Engineering, Parks and Recreation, and Planning sat down to review and discuss which of the rights-of-way in the city's parks could be vacated. The group ultimately determined that the unbuilt rights-of-way within Harmon Park, Veterans Field Park, Seidl's Lake Park, Lorraine Park, and Kaposia Park could be vacated. The proposed vacations would not negatively impact any future park improvements, remove public access to the parks, prevent the city from being able to access its utilities, or create any zoning nonconformities. The City Council reviewed the proposal to vacate these unbuilt alleys and streets at their March 11th work session and gave staff the "Ok" to move forward with the vacation process.

Vacation Process

State Statute requires that a public hearing must be held before right-of-way can be vacated. In preparation for the public hearing, two notices were published in the Pioneer Press on May 5th and May 12th and mailings were sent to all properties that could be affected by the proposed vacations.

STAFF RECOMMENDATION:

Staff recommend a public hearing be held for each of the proposed vacations, with each of the public hearings being followed immediately by the adoption of the respective resolution. Resolutions to be adopted include Resolution 2024-64, 2024-65, 2024-69, 2024-70, and 2024-71.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2024-64

**RESOLUTION VACATING AN UNBUILT ALLEY LOCATED WITHIN THE
BOUNDARIES OF HARMON PARK**

WHEREAS, pursuant to City Charter §9.09 and City Code §54-429, on its own motion, with a vote of four-fifths of its members, the City Council may vacate any street, alley, public right-of-way or any part thereof within the City; and

WHEREAS, the City of South St. Paul wishes to vacate the alley, situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B;

WHEREAS, a notice of public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation at the City of South St. Paul, 125 Third Avenue North, South St. Paul, Minnesota; and

WHEREAS, the City Council of South St. Paul then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of South St. Paul has determined that the vacation would be in the public interest.

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

1. That the City of South St. Paul, pursuant to Minn. Stat. §412.851, hereby vacates the public alley situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B.
2. That said vacation has no relationship to the City's Comprehensive Plan and therefore the South St. Paul City Council has dispensed with the requirements of Minn. Stat. §462.356, Subd. 2, that may require the South St. Paul Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. That the City Clerk shall prepare notice to be present in the Dakota County Auditor reflecting the completion of the proceedings herein. Said notice shall be recorded with the Dakota County Recorder.

Adopted this 20th day of May, 2024.

City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF THE ALLEY TO BE VACATED

All that part of the alley as delineated and dedicated in Block 1 on the plat of Mathew's Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 1-8, inclusive, Block 1 and Lots 11-18, inclusive, Block 1 of said Mathew's Addition to South St. Paul.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2024-65

**RESOLUTION VACATING UNBUILT ALLEYS LOCATED WITHIN THE
BOUNDARIES OF VETERANS FIELD PARK**

WHEREAS, pursuant to City Charter §9.09 and City Code §54-429, on its own motion, with a vote of four-fifths of its members, the City Council may vacate any street, alley, public right-of-way or any part thereof within the City; and

WHEREAS, the City of South St. Paul wishes to vacate the alleys, situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B;

WHEREAS, a notice of public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation at the City of South St. Paul, 125 Third Avenue North, South St. Paul, Minnesota; and

WHEREAS, the City Council of South St. Paul then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of South St. Paul has determined that the vacation would be in the public interest.

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

1. That the City of South St. Paul, pursuant to Minn. Stat. §412.851, hereby vacates the alleys situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B.
2. That said vacation has no relationship to the City's Comprehensive Plan and therefore the South St. Paul City Council has dispensed with the requirements of Minn. Stat. §462.356, Subd. 2, that may require the South St. Paul Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. That the City Clerk shall prepare notice to be present in the Dakota County Auditor reflecting the completion of the proceedings herein. Said notice shall be recorded with the Dakota County Recorder.

Adopted this 20th day of May, 2024.

City Clerk

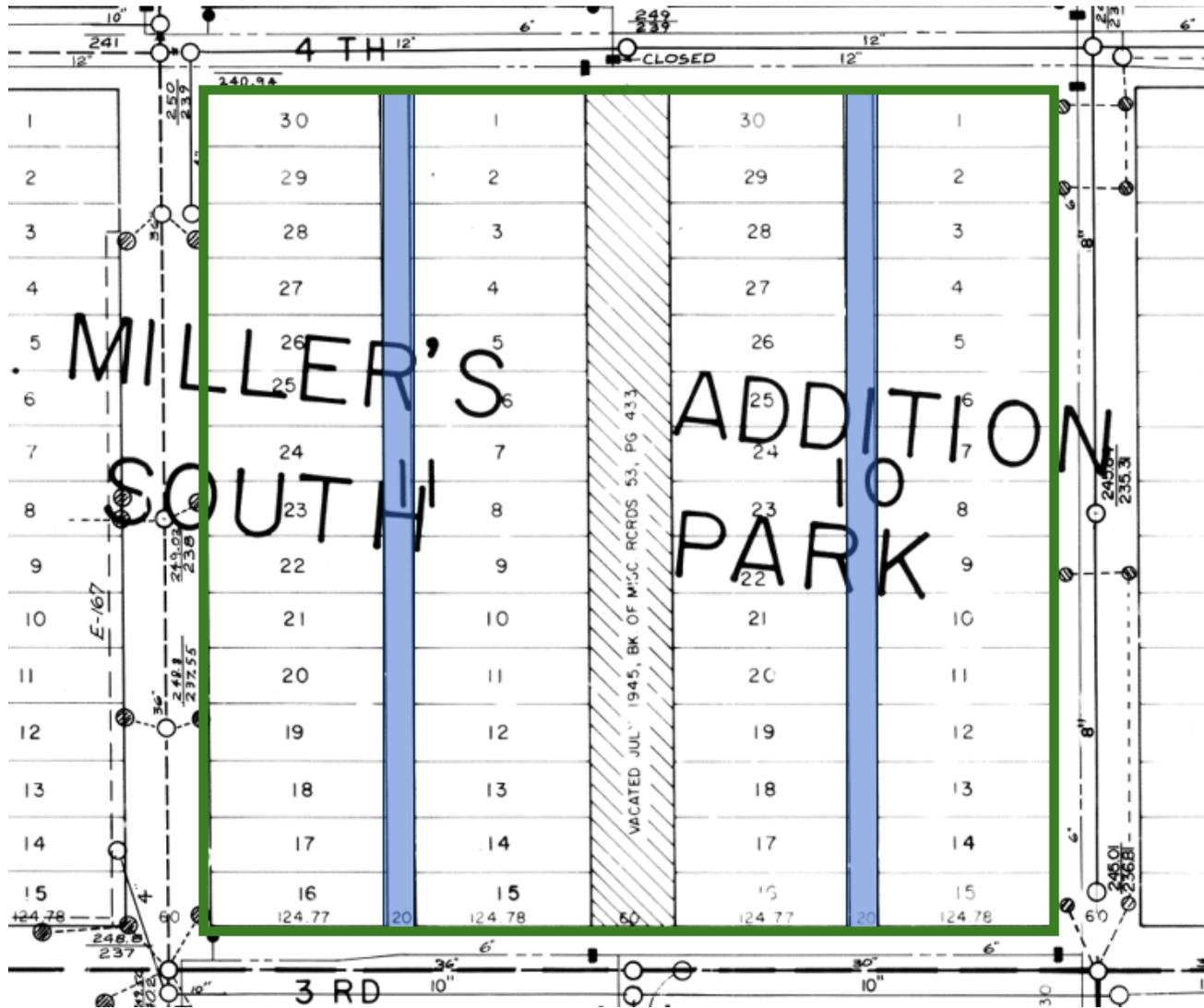
EXHIBIT A
LEGAL DESCRIPTION OF THE ALLEYS TO BE VACATED

All that part of the alley as delineated and dedicated in Block 11 on the plat of M.D. Miller's Addition to South Park, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 1-15, inclusive, Block 11 of said M.D. Miller's Addition to South Park and Lots 16-30, inclusive, Block 11 of said M.D. Miller's Addition to South Park.

AND

All that part of the alley as delineated and dedicated in Block 10 on the plat of M.D. Miller's Addition to South Park, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 1-15, inclusive, Block 10 of said M.D. Miller's Addition to South Park and Lots 16-30, inclusive, Block 10 of said M.D. Miller's Addition to South Park.

**EXHIBIT B
DEPICTION OF DESCRIBED ALLEYS TO BE VACATED**



City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2024-69

**RESOLUTION VACATING AN UNBUILT ALLEY AND STREET LOCATED WITHIN
THE BOUNDARIES OF SEIDL'S LAKE PARK**

WHEREAS, pursuant to City Charter §9.09 and City Code §54-429, on its own motion, with a vote of four-fifths of its members, the City Council may vacate any street, alley, public right-of-way or any part thereof within the City; and

WHEREAS, the City of South St. Paul wishes to vacate an alley and a portion of a street, situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B;

WHEREAS, a notice of public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation at the City of South St. Paul, 125 Third Avenue North, South St. Paul, Minnesota; and

WHEREAS, the City Council of South St. Paul then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of South St. Paul has determined that the vacation would be in the public interest.

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

1. That the City of South St. Paul, pursuant to Minn. Stat. §412.851, hereby vacates the public alley and street situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B.
2. That said vacation has no relationship to the City's Comprehensive Plan and therefore the South St. Paul City Council has dispensed with the requirements of Minn. Stat. §462.356, Subd. 2, that may require the South St. Paul Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. That the City Clerk shall prepare notice to be present in the Dakota County Auditor reflecting the completion of the proceedings herein. Said notice shall be recorded with the Dakota County Recorder.

Adopted this 20th of May, 2024.

City Clerk

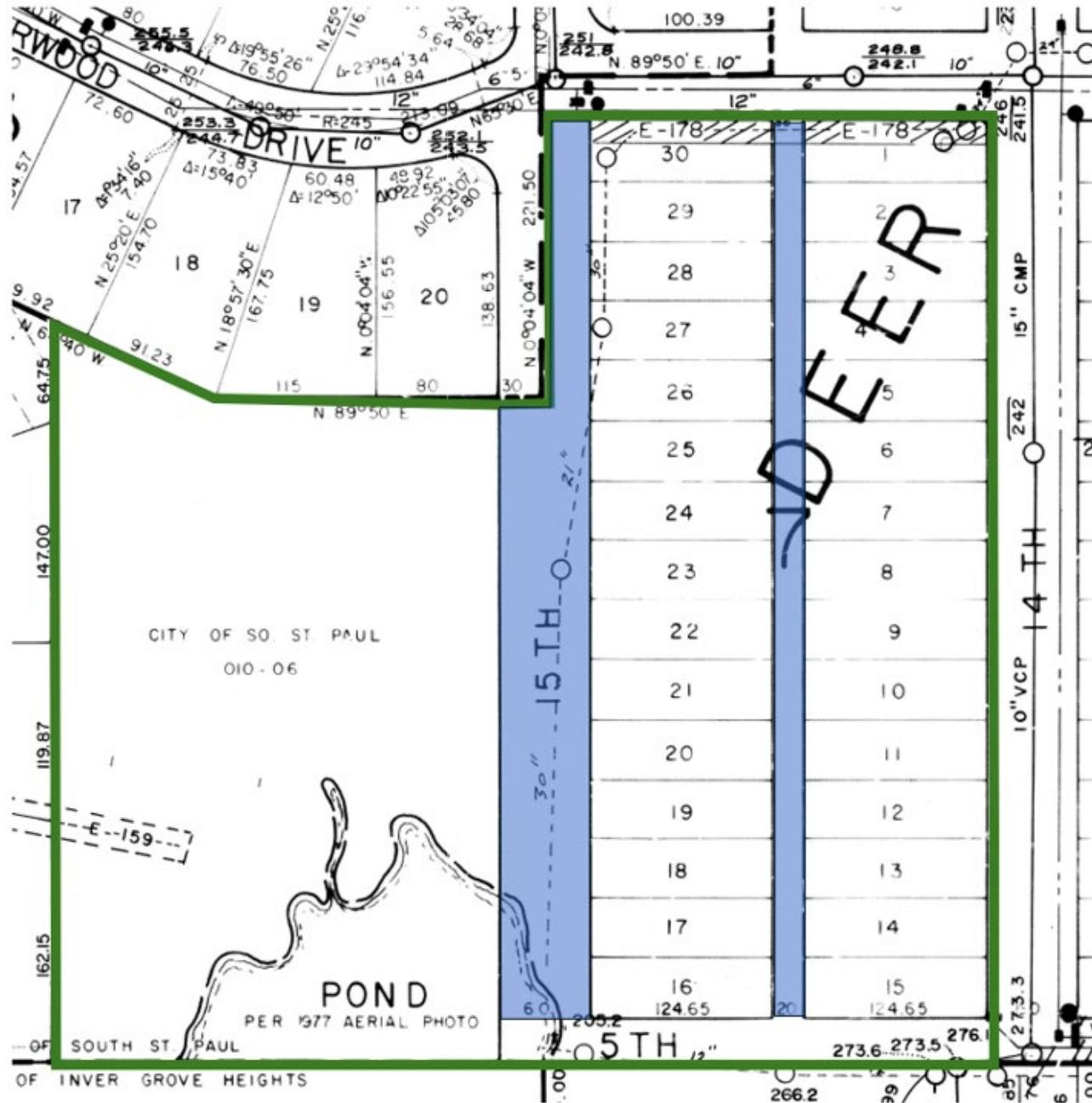
EXHIBIT A
LEGAL DESCRIPTION OF THE ALLEY AND STREET TO BE VACATED

All that part of 15th Avenue South, formerly known as Woodland Avenue as delineated and dedicated on the plat of Deer Park Addition, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of 4th Street South, formerly known as Riverside Avenue of said Deer Park Addition and lying north of the northerly right-of-way line of 5th Street South, formerly known as Blair Avenue of said Deer Park Addition.

AND

All that part of the alley as delineated and dedicated in Block 7 on the plat of Deer Park Addition, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 1-15, inclusive, Block 7 of said Deer Park Addition and Lots 16-30, inclusive, Block 7 of said Deer Park Addition.

**EXHIBIT B
DEPICTION OF DESCRIBED ALLEY AND STREET TO BE VACATED**



City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2024-70

**RESOLUTION VACATING THE UNBUILT ALLEYS AND ROADS LOCATED
WITHIN THE BOUNDARIES OF LORRAINE PARK**

WHEREAS, pursuant to City Charter §9.09 and City Code §54-429, on its own motion, with a vote of four-fifths of its members, the City Council may vacate any street, alley, public right-of-way or any part thereof within the City; and

WHEREAS, the City of South St. Paul wishes to vacate several unbuilt alleys and roads, situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B;

WHEREAS, a notice of public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation at the City of South St. Paul, 125 Third Avenue North, South St. Paul, Minnesota; and

WHEREAS, the City Council of South St. Paul then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of South St. Paul has determined that the vacation would be in the public interest.

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

1. That the City of South St. Paul, pursuant to Minn. Stat. §412.851, hereby vacates the public alleys and streets situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B.
2. That said vacation has no relationship to the City's Comprehensive Plan and therefore the South St. Paul City Council has dispensed with the requirements of Minn. Stat. §462.356, Subd. 2, that may require the South St. Paul Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. That the City Clerk shall prepare notice to be present in the Dakota County Auditor reflecting the completion of the proceedings herein. Said notice shall be recorded with the Dakota County Recorder.

Adopted this 20th day of May, 2024.

City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF THE ALLEYS AND ROADS TO BE VACATED

All that part of 4th Avenue South as delineated and dedicated on the plat of Lorraine Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of 7th Street South of said Lorraine Park Addition to South St. Paul and lying north of the northerly right-of-way line of 8th Street South of said Lorraine Park Addition to South St. Paul.

AND

All that part of 3rd Avenue South as delineated and dedicated on the plat of Lorraine Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of 7th Street South of said Lorraine Park Addition to South St. Paul and lying north of the northerly right-of-way line of 8th Street South of said Lorraine Park Addition to South St. Paul.

AND

All that part of 2nd Avenue South as delineated and dedicated on the plat of Lorraine Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of 7th Street South of said Lorraine Park Addition to South St. Paul and lying north of the northerly right-of-way line of 8th Street South of said Lorraine Park Addition to South St. Paul.

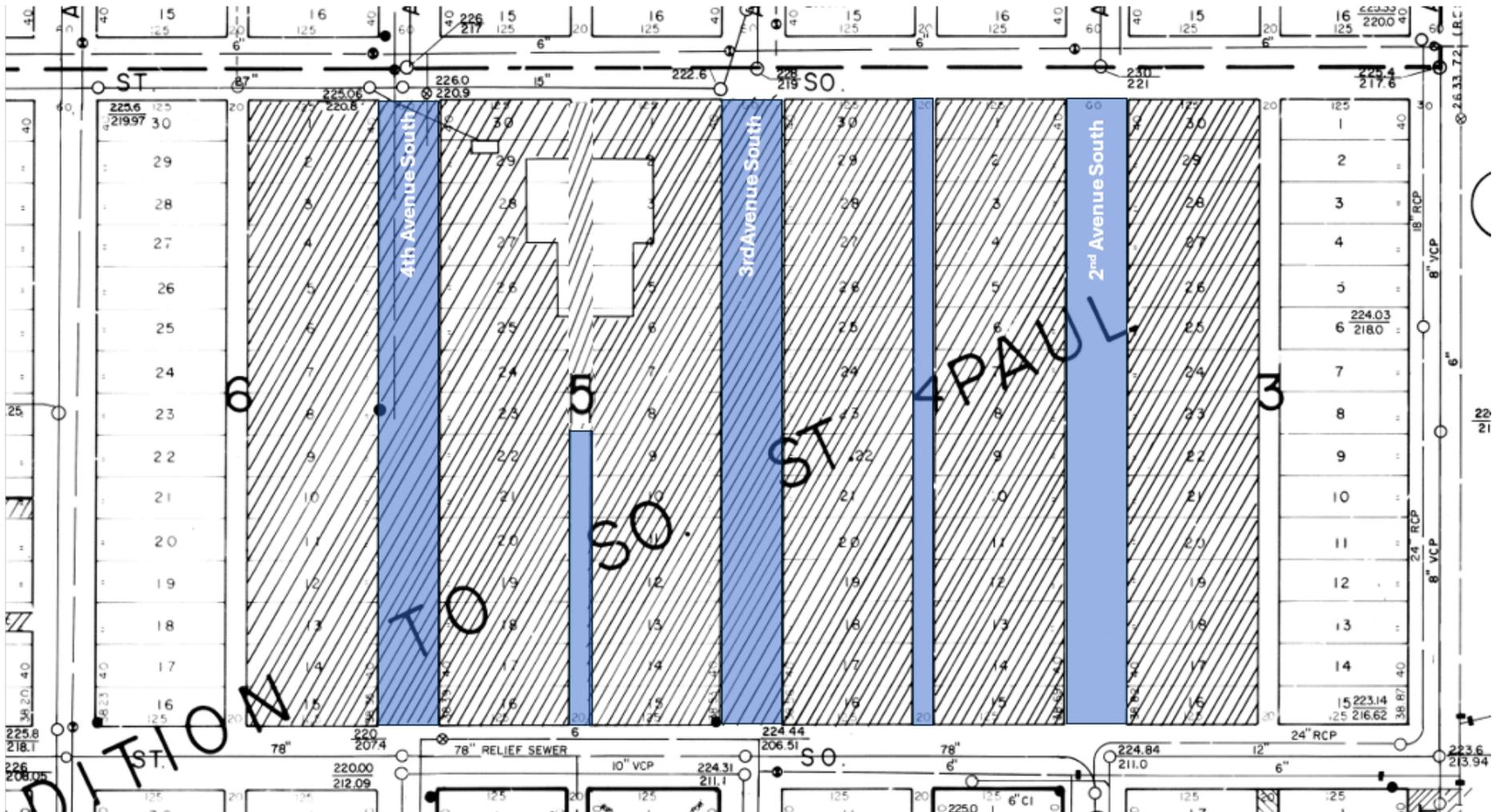
AND

All that part of the alley as delineated and dedicated lying in Block 5 on the plat of Lorraine Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 9-15, inclusive, Block 5 of said Lorraine Park Addition to South St. Paul and Lots 16-22, inclusive, Block 5 of said Lorraine Park Addition to South St. Paul.

AND

All that part of the alley as delineated and dedicated lying in Block 4 on the plat of Lorraine Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of 7th Street South of said Lorraine Park Addition to South St. Paul and lying north of the northerly right-of-way line of 8th Street South of said Lorraine Park Addition to South St. Paul.

**EXHIBIT B
DEPICTION OF DESCRIBED ALLEYS AND ROADS TO BE VACATED**



City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2024-71

**RESOLUTION VACATING UNBUILT ALLEYS AND STREETS LOCATED
WITHIN THE BOUNDARIES OF KAPOSIA PARK**

WHEREAS, pursuant to City Charter §9.09 and City Code §54-429, on its own motion, with a vote of four-fifths of its members, the City Council may vacate any street, alley, public right-of-way or any part thereof within the City; and

WHEREAS, the City of South St. Paul wishes to vacate several unbuilt alleys and streets, situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B;

WHEREAS, a notice of public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation at the City of South St. Paul, 125 Third Avenue North, South St. Paul, Minnesota; and

WHEREAS, the City Council of South St. Paul then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of South St. Paul has determined that the vacation would be in the public interest.

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

1. That the City of South St. Paul, pursuant to Minn. Stat. §412.851, hereby vacates the public alleys and streets situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B.
2. That said vacation has no relationship to the City's Comprehensive Plan and therefore the South St. Paul City Council has dispensed with the requirements of Minn. Stat. §462.356, Subd. 2, that may require the South St. Paul Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. That the City Clerk shall prepare notice to be present in the Dakota County Auditor reflecting the completion of the proceedings herein. Said notice shall be recorded with the Dakota County Recorder.

Adopted this 20th day of May, 2024.

City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF ALLEYS AND STREETS TO BE VACATED

All that part of the alley as delineated and dedicated in Block 1 on the plat of McLeod's Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of Moreland Avenue of said McLeod's Park Addition to South St. Paul and lying east of the easterly right-of-way line of Ryan Avenue of said McLeod's Park Addition to South St. Paul, and lying west of the westerly right-of-way line of Logan Avenue of said McLeod's Park Addition to South St. Paul.

AND

All that part of the alley as delineated and dedicated in Block 2 on the plat of McLeod's Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of Moreland Avenue of said McLeod's Park Addition to South St. Paul and lying northeast of the easterly right-of-way line of Oakland Avenue of said McLeod's Park Addition to South St. Paul and lying west of the westerly right-of-way line of Ryan Avenue of said McLeod's Park Addition to South St. Paul.

AND

All that part of the alley as delineated and dedicated in Block 3 on the plat of McLeod's Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of Moreland Avenue of said McLeod's Park Addition to South St. Paul, and lying east of the easterly right-of-way line of vacated Waterloo Avenue of said McLeod's Park Addition to South St. Paul, and lying northwest of the westerly right-of-way line of Oakland Avenue of said McLeod's Park Addition to South St. Paul.

AND

All that part of Logan Avenue as delineated and dedicated on the plat of McLeod's Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying east of the 60-foot northerly extension of the west line of Lot 51, Block 4 of said McLeod's Park to South St. Paul and lying west of the 60-foot southerly extension of the east line of Lot 14, Block 3 of said McLeod's Park to South St. Paul.

AND

All that part of Oakland Avenue as delineated and dedicated on the plat of McLeod's Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of Moreland Avenue of said McLeod's Park

Addition to South St. Paul and lying north of the northerly right-of-way line of Logan Avenue of said McLeod's Park Addition to South St. Paul.

AND

All that part of Moreland Avenue as delineated and dedicated on the plat of McLeod's Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying east of the easterly right-of-way line of Trunk Highway 52 and west of the 30-foot northerly extension of the east line of Lot 1, Block 2 said McLeod's Park Addition to South St. Paul.

AND

All that part of Moreland Avenue as delineated and dedicated on the plat of McLeod's Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying east of the 30-foot northerly extension of the west line of Lot 12, Block 1 said McLeod's Park Addition to South St. Paul and west of westerly right-of-way line of Pearl Avenue of said McLeod's Park Addition to South St. Paul.

AND

All that part of the alley as delineated and dedicated in Block 3 on the plat of Faber and Wilde's Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 1-15, inclusive, Block 3 of said Faber and Wilde's Addition to St. Paul and Lots 16-30, inclusive, Block 3 of said Faber and Wilde's Addition to St. Paul.

AND

All that part of the alley as delineated and dedicated in Block 4 on the plat of Faber and Wilde's Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 1-15, inclusive, Block 4 of said Faber and Wilde's Addition to St. Paul and Lots 16-30, inclusive, Block 4 of said Faber and Wilde's Addition to St. Paul.

AND

All that part of Orme Avenue as delineated and dedicated on the plat of Faber and Wilde's Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying east of the easterly right-of-way line of Wilde Avenue of said Faber and Wilde's Addition to St. Paul and lying west of the westerly right-of-way line of 21st Avenue North, formerly known as Melvina Avenue of said Faber and Wilde's Addition to St. Paul.

AND

All that part of Faber Avenue as delineated and dedicated on the plat of Faber and Wilde's Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying east of the easterly right-of-way line of Wilde Avenue of said Faber and Wilde's Addition to St. Paul and lying west of the westerly right-of-way line of 21st Avenue North, formerly known as

Melvina Avenue of said Faber and Wilde's Addition to St. Paul.

AND

All that part of Christine Avenue as delineated and dedicated on the plat of Faber and Wilde's Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying east of the 30-foot southerly extension of the west line of Lot 16, Block 4 of said Faber and Wilde's Addition and lying west of the 30-foot southerly extension of the east line of Lot 30, Block 4 of said Faber and Wilde's Addition to St. Paul.

AND

All that part of 21st Avenue North, formerly known as Melvina Avenue as delineated and dedicated on the plat of Faber and Wilde's Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of Orme Avenue of said Faber and Wilde's Addition to St. Paul and lying north of the northerly right-of-way line of Christine Avenue of said Faber and Wilde's Addition to St. Paul.

AND

All that part of Orme Avenue as delineated and dedicated on the plat of West Side Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying east of the 30-foot northerly extension of the Lot 8, Block 3 of said West Side Addition to St. Paul and lying west of the 30-foot northerly extension of Lot 1, Block 3 of said West Side Addition to St. Paul.

AND

All that part of Faber Avenue as delineated and dedicated on the plat of West Side Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 9-16, inclusive, Block 3 of said West Side Addition to St. Paul and Lots 1-8, inclusive, Block 4 of said West Side Addition to St. Paul.

AND

All that part of Christine Avenue as delineated and dedicated on the plat of West Side Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota lying east of the 30-foot southerly extension of the west line of Lot 9, Block 4 of West Side Addition to St. Paul and west of the 30-foot southerly extension of the east line of Lot 16, Block 4 of said West Side Addition to St. Paul.

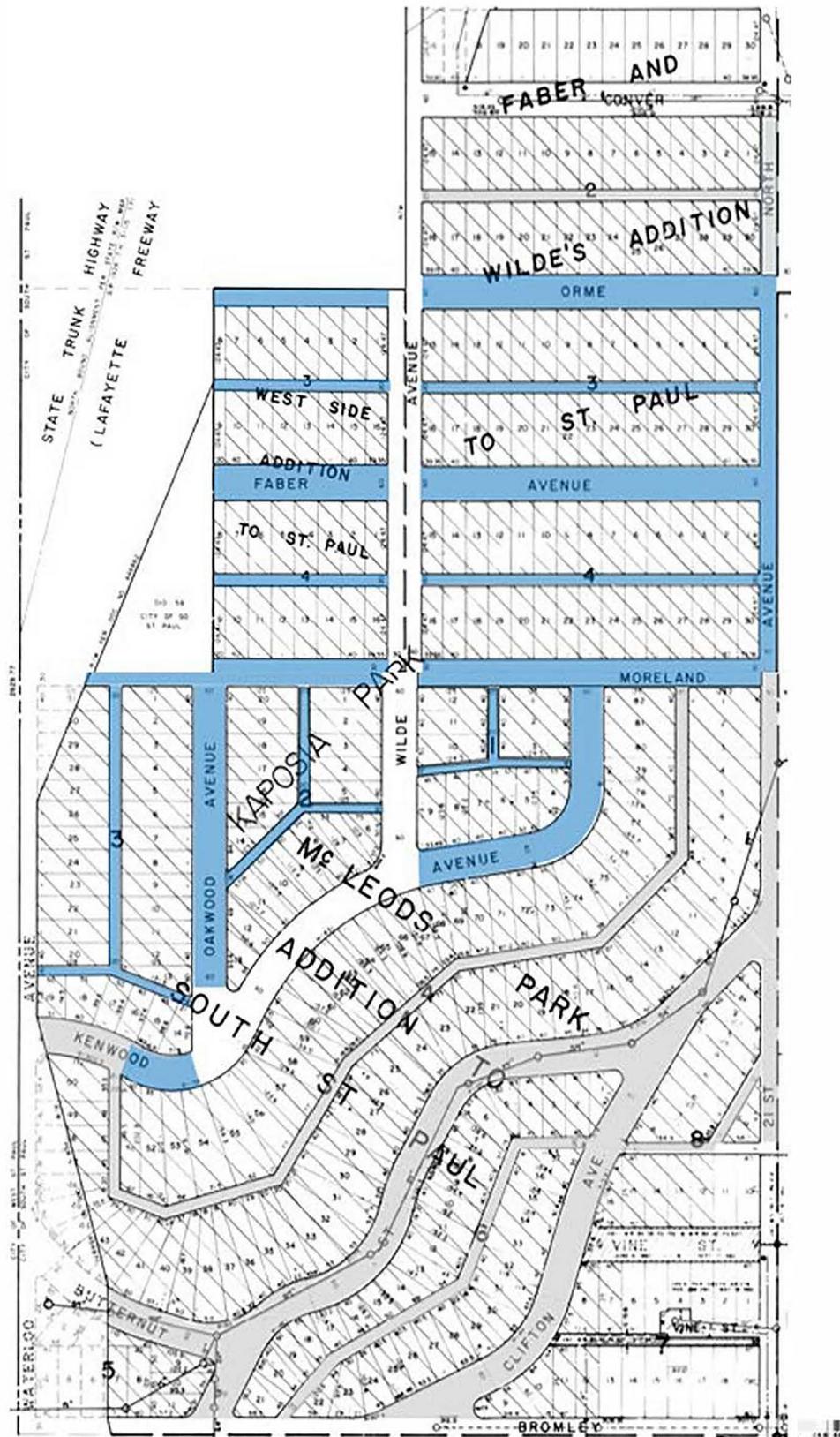
AND

All that part of the alley as delineated and dedicated in Block 3 on the plat of West Side Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 1-8, inclusive, Block 3 of said West Side Addition to St. Paul and Lots 9-16, inclusive, Block 3 of said West Side Addition to St. Paul.

AND

All that part of the alley as delineated and dedicated in Block 4 on the plat of the West Side Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 1-8, inclusive, Block 4 of said West Side Addition to St. Paul and Lots 9-16, inclusive, Block 4 of said West Addition to St. Paul.

EXHIBIT B
DEPICTION OF DESCRIBED ALLEYS AND STREETS TO BE VACATED





CITY COUNCIL AGENDA REPORT

DATE: MAY 20, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: _____

10-A

AGENDA ITEM: Amendment to Honduras Kitchen LLC's Conditional Use Permit for On-Sale Liquor at 1519 5th Avenue South

ACTIONS TO BE CONSIDERED:

Motion to approve Resolution 2024-68 approving an amendment to Honduras Kitchen LLC's Conditional Use Permit for On-Sale Liquor at 1519 5th Avenue South.

OVERVIEW:

Application

The Applicant, Honduras Kitchen LLC, operates a restaurant located in the 5th Avenue Plaza shopping center at 1515 5th Avenue South. They operate as a "normal" restaurant from 9 AM to 9 PM five days a week and are also open to the public for lunch on Sundays. Their restaurant space is very large, and they host large private events and ticketed events on weekends after they close to the public. Most of the ticketed events are dances where attendees pay a cover charge.

In 2023, a previous restaurant in the Applicant's space called "Escalon Inc." was granted a conditional use permit (CUP) for on-sale liquor. That CUP transferred to Honduras Kitchen LLC when they took over the restaurant space. One of the conditions of approval in the CUP is that large private events with alcohol which have over 100 guests must conclude by no later than 12 AM (midnight). The Applicant is seeking an amendment to the conditional use permit:

1. The Applicant wants large private events with alcohol that have over 100 guests to be allowed to go until 1 AM on Friday and Saturday nights.

New Information Learned After Planning Commission Meeting on May 1st

State Statute lays out base requirements for liquor licenses. The City Code is allowed to be stricter than State Statute but cannot be less strict. It came to Staff's attention earlier this week that Section 6-76 of the City Code's liquor licensing ordinance contains a provision that prohibits the Applicant from selling alcohol past 11 PM because their establishment is further than 750 feet from Concord Street and within 500 feet of a residential property. Per the terms of their liquor license, the Applicant is allowed to keep their business open past 11 PM but only if they stop serving alcohol and block off all access to the bar. This means that a private event that goes until 1 AM would need to operate without alcohol sales for the last two hours of the event.

City Staff made the Applicant and the property owner aware of this new information and they have indicated that they still want to move forward with seeking later hours for events on Fridays and Saturdays even if they need to stop alcohol sales at 11 PM.

The applicable code provision which restricts alcohol sales is underlined below:

Sec. 6-76. Conditions and restrictions on issuance of license.

(g) Closing; hours. Except as provided in this section, sale of intoxicating liquor is permitted only within the hours and only on the days fixed by Minn. Stat. § 340A.504. Not only must the sale of intoxicating liquor cease at the closing hour appointed each day, but also persons, other than employees of the licensee, must vacate the licensed premises within 30 minutes of the closing hour. Notwithstanding anything contained in this subsection, a licensee may keep the premises open for normal business purposes except the sale of liquor, provided the licensee has closed off all access to the bar in a manner approved by the council.

(1) If located more than 750 feet from Concord Street and within 500 feet from a residential district or a residence within a mixed-use district, then the licensed premises must close by 11:00 p.m., unless approved as part of a special event license or the establishment is a club under section 6-57(a)(1)d.

(2) Sunday on-sale; hours. A licensee may sell intoxicating liquor for consumption on the premises in conjunction with the sale of food as permitted by Minn. Stat. § 340A.504, as it may be amended from time to time.

Honduras Kitchen appears to be the only business in South St. Paul that is affected by this code provision which restricts alcohol sales “up the hill.” Section 6-76 specifically exempts “clubs” which means that the PNA and the Croatian Hall are not subject to the hours restriction and can legally serve alcohol past 11 PM. There are currently no other businesses in South St. Paul besides Honduras Kitchen that are further than 750 feet from Concord Street and want to sell alcohol later than 11 PM.

Background

Tony Lodge has owned the 5th Avenue Plaza shopping center since August 2018. The majority of the 40,000 square foot building is rented out to tenants who own and operate a variety of businesses. Mr. Lodge previously used the Applicant’s restaurant space for an event center that he ran himself. The City approvals for the Applicant’s space have evolved over the years:

- In 2019, Mr. Lodge secured a conditional use permit to operate an event center with a 360-person capacity. Standalone event centers are not allowed to sell alcohol under State Law, but they can potentially bring in licensed caterers that are licensed to sell alcohol.
- In 2023, Mr. Lodge created a new business called “Escalon Inc.” which he had licensed as a restaurant. Making the business a “restaurant” allowed him to obtain a liquor license and sell alcohol. Restaurants are a permitted use in the C-1 Retail Business zoning district, and they do not require Planning Commission or City Council review unless they want to sell alcohol. A conditional use permit is required to sell alcohol.

- When Escalon Inc. became a restaurant, it was able to obtain a conditional use permit to sell alcoholic beverages. The CUP, which was approved in April 2023, has two primary conditions:
 1. The Applicant must provide an on-site security officer for the duration of any private event with over 100 guests where alcohol is provided.
 2. Private events with alcohol that have over 100 guests may not begin prior to 8 AM and must conclude by 12 AM (midnight).

Honduras Kitchen LLC has taken over the restaurant space from Escalon Inc. The Conditional Use Permit transferred automatically but Honduras Kitchen LLC did need to get a new liquor license, something that was approved at the April 15th City Council meeting.

When Mr. Lodge started Escalon Inc., his goal was to rent out the space for private events (birthdays, quinceañeras, etc.). Since most of those events are naturally over by midnight, he did not object to the City requiring large private events to have a midnight end time as a CUP condition. Honduras Kitchen LLC has a slightly different business model than Escalon Inc. and part of their business model is hosting ticketed events with live music and DJ's. They believe that it puts them at a competitive disadvantage to end their events by midnight since other similar venues are allowed to host events until at least 1 AM. The midnight closing time requirement has made it difficult for them to book acts for ticketed events.

Zoning and Comprehensive Plan Guidance

The subject property is zoned C-1 Retail Business and guided “commercial” in the 2040 Comprehensive Plan. In the C-1 zoning district:

- “Restaurants” are a permitted use.
- On-sale liquor requires a conditional use permit. Any business that wants to sell wine, beer, or liquor for consumption on-site must get a conditional use permit before they are eligible for a liquor license. *Any business that wants to sell wine, beer, or liquor for consumption on-site must get a conditional use permit before they are eligible for a liquor license. The City can attach “case by case” conditions to the conditional use permit.*

Licensing For This Type of Business

The conditional use permit is just one tool that the City uses to regulate this type of business. Honduras Kitchen LLC will also need to keep two different licenses in good standing to operate with their proposed business model:

1. They need to hold an on-sale liquor license to sell alcohol. *This license is issued by the City Council and can be revoked for liquor-related code violations.*

2. They need to hold an entertainment license to have any type of event with a DJ or live music where alcohol is served. *This license is issued by the City Council and can be revoked for code violations related to their DJ's or live music.*

Surrounding Land Uses

North: Properties directly to the north of the site are currently vacant and guided High Density Residential and zoned R-4: Multiple Family Residential.

East: Properties directly east of the site are developed with 8-12 unit apartment buildings and are guided as High Density Residential and zoned R-4: Multiple Family Residential.

South: Directly to the south of the subject property is an industrial building that is located in the City of Inver Grove Heights.

West: Properties to the west of the site are located in Inver Grove Heights and developed with commercial buildings and apartment buildings.

CONDITIONAL USE PERMIT CRITERIA

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

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

COMMENTS FROM OTHER DEPARTMENTS

Chief Wicke provided comments which are summarized below:

- During the review of the original CUP in 2023, the Police Department requested that the City Council require that surveillance cameras be installed at the property as a “condition of approval.” That request still stands. The Police Department understands that the Planning Commission and City Council were not supportive of this request in 2023. *The Planning Commission and the City Council were not comfortable with proactively requiring surveillance cameras as a CUP condition. Surveillance cameras can be required in the future as part of the liquor licensing process if the property has security issues.*
- The Police Department did receive noise complaints during an event that was held on March 1st. The noise complaints started coming in around 11:10 PM. The event organizers told the responding officer that the event would be ending at 12:30 AM.
- If the CUP is amended to allow events to go later, the Police Department asks that it be made very clear that the property owner is responsible for controlling his tenants and preventing noise violations.

DISCUSSION

The City generally does not place strict “conditions of approval” on conditional use permits for on-sale liquor for restaurants. In areas where there are no nearby residences, these CUP’s often only have one condition which is that the business must obtain a liquor license. Conditional Use Permit review is “case by case” and the Applicant’s restaurant is unique in that it has a 360-person capacity and is used as a private event venue part of the time. It is also located fairly close to a residential neighborhood.

If the CUP amendment is approved, the Applicant will be allowed to hold events that go until 1 AM but they will need to cut off alcohol sales at 11 PM because the current structure of the liquor licensing ordinance essentially prohibits businesses that are not near Concord Street from selling alcohol past 11 PM. The City Council may want to reflect upon whether this aligns with the long-term vision for the commercial areas that are “up the hill.” Some community members have expressed that they would like to see an increase in restaurants “up the hill” and would like to see new types of restaurants on Southview and Marie. Some desirable types of restaurants, such as neighborhood-oriented sports bars, may potentially decide against locating in South St. Paul if they are required to stop serving alcohol at 11 PM. It would require an ordinance amendment to lift the 11 PM cutoff for alcohol sales “up the hill” and allow alcohol sales to go until 1 AM in those areas, as is normally allowed under State Statute.

PLANNING COMMISSION PUBLIC HEARING

The Planning Commission held a public hearing for the conditional use permit amendment request at their meeting on May 1st, 2024. Draft meeting minutes are included as an attachment. One neighbor, Kelly Behlen, attended the public hearing to speak out against the request and

share that she had called the police regarding the noise issues on March 1st mentioned by the Police Chief. The neighbor reported that bass from the sound system at Honduras Kitchen disturbed her family at their home at 1444 5th Avenue South on March 1st.

The Planning Commission was divided regarding the request and Commissioner Krueger asked whether the item could potentially be tabled so Staff could gather more information about best practices for regulating noise issues. The Planning Commission ultimately voted to recommend approval of the Applicant’s request with a 3-2 Vote. Commissioners Fehrman, Miller, and Fournier voted to recommend approval. Commissioners Krueger and Hoffman voted “nay.”

STAFF AND PLANNING COMMISSION RECOMMENDATION:

The Planning Commission is recommending approval of Resolution 2024-68 approving an amendment to Honduras Kitchen LLC’s conditional use permit for on-sale liquor.

In light of the discovery that the City Code prohibits alcohol sales from going past 11 PM at the subject property, City Staff has added an additional “condition of approval” which states that the hours that alcohol is served must align with the City Code. If the City Council chooses to amend the City Code at some point in the future to allow alcohol sales “up the hill” to go later than 11 PM, Honduras Kitchen would be able to utilize the new hours.

SOURCE OF FUNDS: NA

60-DAY REVIEW DEADLINE: June 5, 2024

ATTACHMENTS

- A. Site Location Map
- B. Photographs Showing Proposed Restaurant Location
- C. Applicant’s Narrative
- D. Floorplan Sketch From 2019
- E. Resolution #2023-58 Approving On-Sale Liquor CUP
- F. Draft Planning Commission Meeting Minutes

ATTACHMENT A
SITE LOCATION MAP



**ATTACHMENT B
PHOTOGRAPHS SHOWING HONDURAS KITCHEN LOCATION**



HONDURAS KITCHEN IS LOCATED IN SPACE THAT WAS PREVIOUSLY “ESCALON EVENTS AND OCCASIONS”

**ATTACHMENT C
APPLICANT'S NARRATIVE**

April 7, 2024

South St. Paul community,

We are Honduras Kitchen. We are a small, family operated, restaurant, operating in the current Escalon facility. We are in the process of attaining the liquor license currently held by our landlord, and hope to begin adding alcohol sales to our menu. We run a café style, Hispanic themed, diner. On weekends, we have a group that coordinates, and plans for larger, private parties. Our culture puts great emphasis on Quinceanera parties, for our daughters 15th birthday. Presentations, dancing, family times. We also will be doing weddings, graduations, and the usual group events. Occasionally, if reservations are slow, or demand is high, we would like to offer DJ or small band performances. Common practice would be to charge a cover charge for these type of events, although our focus is private events.

We have experienced a bit of difficulty trying to close deals with a 12AM closing, and are requesting a 1AM closing on weekend nights. While trying to be both good neighbors, and successful business people, our events don't start until after 8. Most of our competitors offer 1AM closing, and it does impact sales.

We use several security people for events. Monitoring inside and outside as the evenings proceed. We want people to enjoy their time in a safe and respectful way. We are not trying to sell more alcohol, until 1AM, just trying to get the most for our customers, who spend a good amount of money for their special day. We currently stop all alcohol sales early, and would not sell after 12AM.

Thank you for the consideration.

Diego and Lilian

Honduras Kitchen, 5th Avenue Plaza

ATTACHMENT E
RESOLUTION #2013-58 APPROVING ON-SALE LIQUOR CUP

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2023-58

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR ON-SALE LIQUOR AT 1515 5th AVENUE SOUTH

WHEREAS, the City received an application from Tony Lodge, on behalf of Lodge Properties, requesting the following approvals for a proposal to convert an existing event center space in the 5th Avenue Plaza shopping center into a restaurant:

1. A Conditional Use Permit for On-Sale Liquor. *Restaurants are a "permitted use" in the C-1 Retail Business district but on-sale liquor requires a conditional use permit.*

WHEREAS, the subject property is a commercial suite located within the 5th Avenue Plaza Shopping Center at 1515 5th Avenue South ("the Property"); and the overall property is legally described as follows:

(See Exhibit A)

WHEREAS, the Planning Commission held a public hearing on the application at their April 5, 2023 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission recommended approval (7-0) of the application at their April 5, 2023 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report dated April 5, 2023 regarding this matter are hereby adopted and included herein by reference including the following attachments:
 - a. Site Location Map
 - b. Labelled Photographs Showing Proposed Restaurant Location
 - c. Applicant's Narrative
 - d. Floorplan Sketch from 2019
 - e. Resolution #2019-186 Approving Event Center CUP

Resolution 2019-186

December 16, 2019

Page 2 of 4

- and orderly development of property in the neighborhood, has access to adequate utilities, and there is adequate ingress and egress for the property.
- e. That the use conforms to the general purpose of the Zoning Code and should not substantially diminish or impair property values, will not impede the normal and orderly development of property in the neighborhood, has access to adequate utilities, and there is adequate ingress and egress for the property.
 - f. That the use is desirable to the public convenience and welfare and is not detrimental or injurious to the public health, peace, or safety nor the character or value of surrounding properties.
 - g. That the use has adequate off-street parking facilities and is served, or can be served, by adequate utility services.
 - h. That the hours of operation of the proposed use will not be detrimental to nearby residential uses.
 - i. That the use will not stimulate the gathering of large numbers of persons outside the building within which the use is located.
3. Conditional Use Permit. The proposed Conditional Use Permit for a special event center on the property located at 1519 5th Avenue South is approved subject to the following conditions:
- 1) **Compliance with Plan Submittals.** The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Community Development Department:
 - a) **Application/Narrative (Tony Lodge)** **dated 10/22/2019**
 - b) **Title Survey (Site Plan - McLagan)** **dated 10/22/1997**
 - c) **Floorplan Sketch (Applicant)** **submitted 10/22/2019**
 - 2) **Event Capacity.** The Conditional Use Permit shall limit the capacity of events beginning between 8:00 a.m. through 12:00 p.m., Monday through Friday, to no more than 180 attendees. Weekend (Saturday and Sunday) events and any events beginning after 12:00 p.m. Monday through Friday shall be limited by the Conditional Use Permit to no more than 360 attendees.
 - 3) **Security Plan.** Prior to issuance of a building permit for any improvements related to the CUP, and prior to the approval of a liquor license for the facility, the applicant shall submit to the office of the City Planner a Security Plan detailing those security measures the applicant proposes to have in place for all events exceeding 50 attendees at the facility.
 - 4) **Liquor License Required for On-Sale Liquor.** The Conditional Use Permit approval of a special event center is in no way an approval of an on-sale liquor

Resolution 2019-186

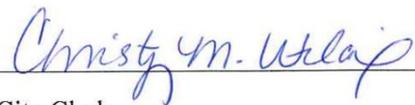
December 16, 2019

Page 3 of 4

establishment CUP nor a liquor license for the facility. The applicant or contracted caterer/operator is required to apply for, obtain, and or remain in full compliance with a liquor license from the office of the City Clerk for the City of South St. Paul prior to any event at which on-sale liquor will be served. In the event that the application for a liquor license should impact this or any other condition of the CUP, the applicant may be required to amend the CUP for consistency with the liquor license application, at the discretion of the City Planner and City Clerk.

- 5) **Building Permits Required.** Building permits are required for all proposed improvements. All building plans and specifications are subject to the review and approval of the City Building Official and South Metro Fire Marshal.
- 6) **Signage Permits Required.** No signage shall be installed without first obtaining a sign permit and shall be subject to the approval of the City Planner.
- 7) **Necessary Approvals from Other Agencies.** The applicant shall obtain all necessary approvals/permits from the Minnesota DNR, State of Minnesota, Dakota County and any other applicable regulatory agencies.
- 8) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- 9) **Traffic.** The applicant shall have parking limited to the off-street parking spaces provided on-site, as such spaces may be modified from time to time, in order to limit potential traffic, noise, and other nuisance impacts on adjacent streets and residential areas. At no time shall total vehicle parking stalls on the site made available to all users of the facility be reduced to less than 156 vehicle parking stalls.
- 10) **Noise.** The applicant shall restrict noise levels at all times as related to the proposed event space for potentially noisy activities to be compliant with City Code.
- 11) **Business Hours.** Business hours for the event space shall be limited to 8:00 a.m. – 10:00 p.m. Sunday through Thursday, and 8:00 a.m. – 12:00 a.m. Friday and Saturday.
- 12) **Termination of the Conditional Use Permit.** The Conditional Use Permit will terminate if improvements have not substantially begun within 1-year from the date of approval of the Conditional Use Permit.

Adopted this 16th day of December, 2019.



City Clerk

ATTACHMENT F

DRAFT PLANNING COMMISSION MEETING MINUTES

- A. Amendment to Honduras Kitchen LLC's Conditional Use Permit for On-Sale Liquor at 1519 5th Avenue South.

Mr. Healy presented the staff report. The Applicant is Honduras Kitchen LLC. The business operates as a traditional restaurant Monday through Friday between 9:00 AM and 9:00 PM and on some Sundays for brunch. On weekends after 9:00 PM, Honduras Kitchen is used as an event space where private ticketed events are held after the restaurant closes to the public. In 2023, a previous restaurant in the same space was granted a conditional use permit for on-sale liquor. Under that conditional approval, large events with alcohol that have over 100 guests must conclude by midnight. The Applicant is requesting a conditional use permit amendment to allow private events with alcohol to be allowed to go until 1:00 AM on Friday and Saturday nights instead of midnight. Staff did not provide a recommendation on whether to approve the application but provided recommended conditions of approval if the Planning Commission and City Council wish to extend the hours the business can operate.

Commissioner Fehrman asked Mr. Healy what additional tools the City had to address excessive noise complaints generated by the business. Mr. Healy explained that the main tool would be adding a condition to the conditional use permit approval that could allow the conditional use permit to be revoked in the case of excessive noise violations. Mr. Healy added that there could also be additional coordination between his office and the police department to issue citations in the case of additional violations of the noise ordinance. Commissioner Fehrman asked if a condition of approval could be added to require that alcohol sales be cut off by midnight. Mr. Healy answered that the Planning Commission had the authority to do so but encouraged the Commissioners to discuss this with the Applicant to make sure they are comfortable with the condition.

Commissioner Fehrman brought up the topic of surveillance cameras, specifically the Police Department's desire for surveillance cameras at the property and whether this could be required. Mr. Healy explained that there was a very lengthy debate on this topic during the Planning Commission and City Council meetings when the original Conditional Use Permit for On-Sale Liquor at the property was approved in 2023. It is very unusual to require a surveillance camera upfront as part of a zoning approval. It is more common to require them as part of a provisional liquor license after there have been issues related to alcohol at the site. The consensus from the discussion with the Planning Commission and the City Council in 2023 was that it is more appropriate to require surveillance cameras if there are issues with the property.

Commissioner Krueger asked for additional information about the noise complaints that occurred on March 1st. Mr. Healy shared that he was just provided information by the Police Department that complaints occurred on March 1st. He noted that there appeared to be some disconnect with the Police Department about what time the music needed to be turned down by. Commissioner Krueger asked staff to confirm that the complaint that was received was for loud music. Mr. Healy confirmed it was.

Commissioner Miller asked what other large event venues in the area were open until 1:00 AM. Mr. Healy shared that there weren't any venues in town and encouraged Commissioner Miller to ask this question to the Applicant. Commissioner Miller asked if entertainment and liquor licenses were handled by the city or by the state. Mr. Healy confirmed the licenses were handled by the city.

Commissioner Hoffman asked if any other businesses had been required to install surveillance cameras. Mr. Healy explained that the city has never required a business to have a surveillance camera as part of their conditional use permit approval. Mr. Healy added that the property owner had stated they planned to install a surveillance camera on site.

Commissioner Fehrman asked if the City had ever revoked a license or approval similar to the one being requested by the Applicant as a result of complaints or code violations. Mr. Healy explained that in 2020 the city revoked the liquor license for Las Islas due to issues with overserving and police calls. The business was

City Council Report – Honduras Kitchen LLC CUP Amendment

May 20, 2024

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ultimately able to get a provisional liquor license and they changed their menu and shifted their business model towards being a restaurant as opposed to a night club.

Acting Chair Fournier asked about compliance with the noise ordinance and if it is quicker to address noise ordinance violations if the language about excessive noise is included in the liquor license versus the conditional use permit approval. Mr. Healy explained that it would depend on the circumstance. The City generally uses administrative citations to address code violations. This process includes a citation with a monetary penalty every time the code is violated. If the citations are not paid upfront, the citations are added to the property taxes. By having language about potentially revoking the approval/license attached to the conditional use permit or liquor license, the City has additional tools to handle violations of the noise ordinance if there are consistently issues and the administrative citation process is not successful.

Diego Castro from Honduras Kitchen and Tony Lodge of Lodge Properties were present to speak to the application.

Commissioner Miller asked Mr. Castro about if there are similar businesses that are open until 1:00 AM. Mr. Castro explained that their main competitor is Los Portales in Inver Grove Heights. Commissioner Miller asked if Los Portales also had ticketed events. Mr. Castro stated Los Portales does.

Commissioner Fehrman asked Mr. Castro how many people typically attend the events Honduras Kitchen hosts. Mr. Castro explained that they are able to have up to 360 people at each event but they typically see around 150 people at their events. Mr. Castro explained that they are requesting later operating hours in an attempt to increase the turnout at the events they host. Commissioner Fehrman asked Mr. Castro if he had specific examples of situations where Honduras Kitchen was unable to book a band or a DJ due to the current operating hours. Mr. Castro stated he did not but there have been several instances where a band or a DJ has been hesitant to book with them due to their operating hours.

Acting Chair Fournier asked the applicant about the incident on March 1st and the steps that had been taken since then to prevent future issues. Mr. Castro explained that Mr. Lodge had added new insulated panels and sheet rock to try to prevent the bass from carrying beyond the property. Mr. Castro added that on the night of March 1st, the police officers that responded to the noise complaint seemed satisfied when he informed them that the event would be done by 12:30 PM.

Commissioner Fehrman asked Mr. Castro if he had conversation or interactions with residents in the surrounding neighborhood. Mr. Castro stated he had not.

Acting Chair Fournier opened the public hearing.

Kelly Behlen, 1444 5th Avenue South, came forward to share her experience of the March 1st incident. Ms. Behlen explained that she called the police twice that evening. The first call was around 11:20 PM after feeling thumping through the whole house from the music. Ms. Behlen explained that she went over to the business to ask them to turn the music down as they were violating the noise ordinance and was escorted out before she could ask a manager to have the music turned down. Ms. Behlen explained that after the first police call, the volume of the music was reduced for around 10 minutes before the music was turned back up. At this point, she called the police again and the issue was dealt with at this point. Ms. Behlen added that Los Portales is located 1,500 feet away from the nearest residential area whereas there are many residential properties that are directly adjacent to the 5th Avenue Shopping Center. Ms. Behlen explained that while she can't hear the music, she can feel the vibration from the music for hours. Ms. Behlen stated she was here on behalf of her and her neighbors despite her long day to emphasize how disruptive the noise from this business is.

Commissioner Fehrman asked Ms. Behlen if there have been any instances since March 1st. Ms. Behlen explained that there was one instance after March 1st and 6 or 7 instances that took place before March 1st.

City Council Report – Honduras Kitchen LLC CUP Amendment

May 20, 2024

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Commissioner Fehrman shared that he asked because the business had taken steps to create additional sound proofing since March 1st which raised the question of whether the additional sound proofing had been effective. Ms. Behlen commented that there had been one or two instances since then and that sound proofing is effective for sound but not for vibration.

Commissioner Krueger asked the Applicants who is in charge during events. Mr. Castro explained that he or his mother were always present during events. Mr. Castro explained that on March 1st, he was called to the front when Ms. Behlen came in. When the police arrived the first time, they turned the volume down. The second time the police officer came they shared that the complaint was from the same individual and asked Mr. Castro what time the event would conclude.

Mr. Castro, Mr. Lodge and Ms. Behlen discussed the March 1st incident further.

Mr. Lodge commented that he planned to invest more time and energy into creating additional soundproofing to prevent the noise/bass for future events from negatively impacting the residents that lived near the site.

Commissioner Fehrman asked if a citation from the police department was issued to the Applicants or the property owner for the noise violation. Mr. Castro stated that no citation was issued.. Ms. Castro stated that the officer had not given them a citation or a ticket because the music could not be heard from outside of the suite.

Commissioner Hoffman asked Mr. Lodge when he installed the sound proofing at the site. Mr. Lodge stated it was around March 1st.

Ms. Behlen reiterated how disruptive the events on March 1st were.

Acting Chair Fournier asked if any written correspondence had been received prior to the meeting. Mr. Healy shared that no correspondence had been received.

Acting Chair Fournier closed the public hearing.

Commissioner Krueger asked if it is possible to regulate the level of the bass as part of the approval. Mr. Healy explained that in statute there are rules for how many decibels of sound can cross a property line. In the past, the city has required certain businesses as part of their zoning approvals to have noise testing done and to submit the results to the City to confirm that their business complies with state and local noise regulations. The previous situations where this condition had been added to a zoning approval were situations where there was a consistent level of sound being made (i.e. from a car wash or a firing range). Mr. Healy stated he was not sure how applicable noise testing would be in this circumstance.

Commissioner Fehrman asked if the City's noise ordinance is decibel specific or vaguely limited to noise spilling over the property lines. Mr. Healy explained that the noise ordinance has several provisions to address different types of noise including quiet hours regulations, noise from construction activities, and general noise decibel allowances. Mr. Healy explained that the City has the right to enforce its code and if this continues to be an issue, the City might invest in equipment to determine compliance with the noise ordinance.

Commissioner Fehrman asked Mr. Healy to explain the potential actions the Planning Commission could take on the application. Mr. Healy explained that one option would be to recommend approval of the conditional use permit amendment with the conditions of approval that were recommended in the staff report or with additional conditions. The other option would be to recommend denial which would mean the business's current operating conditions would stay as they are. If the Planning Commission were to recommend denial, they would need to adopt findings that the request is not consistent with the criteria for when to approve a conditional use permit.

City Council Report – Honduras Kitchen LLC CUP Amendment

May 20, 2024

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Commissioner Krueger summarized that the issue at hand is not the hours of operation so much as the impacts of the bass on the surrounding neighborhood. Commissioner Krueger suggested creating a condition that would regulate the bass. Mr. Healy stated that if the Planning Commission decides they would be willing to recommend approval but only if they have more information from city staff on how to regulate bass, the best option would be to table the item until the next meeting and give staff specific instructions about the type of information they would like brought back to them. Commissioner Krueger stated that would be helpful.

Commissioner Miller commented that noise seems to have been less of an issue since March 1st. Commissioner Miller asked the Applicant how many events they had held since March 1st. Mr. Castro stated that there have been two events the last two weekends, which had not been ticketed events. Mr. Castro added they are making an extra effort to iterate to the DJs that they need to be respectful with level of bass. Commissioner Hoffman asked Mr. Castro how late events typically wrap up. Mr. Castro stated that events start wrapping up around 11:30 PM. Alcohol sales end at 11:00 PM or 11:30 PM and the events conclude by midnight.

Commissioner Fehrman asked Mr. Castro if they had held ticketed events similar to the one held on March 1st since the March 1st incident. Mr. Castro shared that there was one similar event before March 1st.

Motion to recommend approval of the conditional use permit amendment as presented- Fehrman/ Miller (3-2) (Krueger, Hoffman)

Commissioner Fehrman strongly encouraged Mr. Castro to take into mind the residents that live in that neighborhood and to have productive conversations with them as issues arise.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-68

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT FOR
ON-SALE LIQUOR AT 1515 5th AVENUE SOUTH**

WHEREAS, the City received an application from Diego Castro, on behalf of Honduras Kitchen LLC requesting the following approvals for their restaurant at 1519 5th Avenue South:

1. An amendment to the property's existing conditional use permit for on-sale liquor to allow private events with alcohol that have over 100 guests to be allowed to go until 1 AM on Friday and Saturday nights.

WHEREAS, the subject property is a commercial suite located within the 5th Avenue Plaza Shopping Center at 1515 5th Avenue South ("the Property"); and the overall property is legally described as follows:

(See Exhibit A)

WHEREAS, the Planning Commission held a public hearing on the application at their May 1, 2024 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission recommended approval (3-2) of the application at their May 1, 2024 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report dated April 5, 2023 regarding this matter are hereby adopted and included herein by reference including the following attachments:
 - a. Site Location Map
 - b. Photographs Showing Proposed Restaurant Location
 - c. Applicant's Narrative
 - d. Floorplan Sketch from 2019
 - e. Resolution #2023-58 Approving On-Sale Liquor CUP

2. Findings.

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

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

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

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

- | | |
|--|-----------------------------|
| a. Application (Honduras Kitchen) | dated 4/6/2024 |
| b. Narrative (Honduras Kitchen) | dated 4/7/2024 |
| c. Floorplan Sketch | submitted 10/22/2019 |

2. **Status of Conditional Use Permit for On-Sale Liquor Approved Via Resolution #2023-58.** This new conditional use permit for on-sale liquor shall replace the conditional use permit that was granted in 2023. The Applicant and the Property Owner acknowledge and agree that the previous conditional use permit is terminated, and they hereby waive any rights related to the previous conditional use permit.

3. **Size of Private Events with Alcohol.** Private events with alcohol being held at the restaurant shall be limited to no more than 360 attendees.

4. **On-Site Security Officer Required for Large Private Events with Alcohol.** The Applicant shall be required to provide an on-site security officer for the duration of any private event with over 100 guests where alcohol is provided. Ticketed events are considered private events.

5. **Hours for Large Private Events with Alcohol.** Private events with alcohol that have over 100 guests may not begin prior to 8 AM and must conclude by 12 AM (midnight) except that events held on Friday nights and Saturday nights may go until 1 AM. Ticketed events are considered private events.
6. **Liquor License Required.** The Applicant must obtain a liquor license prior to beginning alcohol sales. The Applicant must keep their liquor license in good standing and comply with any requirements attached to the license.
7. **Hours that Alcohol Can Be Served.** The Applicant shall adhere to any restrictions that are placed on their liquor license regarding the hours that alcohol can be served, pursuant to City Code and State Statute.
8. **Compliance with Entertainment Licensing Requirements.** The Applicant shall obtain an entertainment license prior to providing any entertainment that requires a license.
9. **Compliance with Noise Ordinance.** Excessive violations of the noise ordinance may result in the revocation of the conditional use permit. The City Council, at their sole discretion, shall determine what constitutes excessive violations.
10. **Scope of Conditional Use Permit.** This conditional use permit for on-sale liquor shall only apply to the suite that is being proposed for use as a restaurant by Honduras Kitchen LLC. If any of the other restaurants in the 5th Avenue Plaza desire to serve liquor, they will need to obtain their own conditional use permit.
11. **Termination of the Conditional Use Permit.** The Conditional Use Permit will terminate if improvements have not substantially begun within one year from the date of approval. The violation of any condition of approval in the conditional use permit may terminate the conditional use permit(s), following a hearing by the City Council.

Adopted this 20th day of May 2024

City Clerk

ATTACHMENTS

A- Legal Description

ATTACHMENT A
LEGAL DESCRIPTION

That part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-four (34), Township Twenty-eight (28), Range Twenty-two (22), more particularly described as follows:

Commencing at the Northwest (NW) corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Thirty-four (34); thence Easterly Two-hundred seventy-nine (279) feet along the North line of said Southeast Quarter (SE $\frac{1}{4}$) of said Southwest Quarter (SW $\frac{1}{4}$); thence Southerly and parallel with the West line of said Southeast Quarter (SE $\frac{1}{4}$) Six hundred fifty-six and seven tenths (656.7) feet more or less to the South line of said Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$); thence Westerly along the South line thereof Two hundred seventy-nine (279) feet to the West line of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Southwest Quarter (SW $\frac{1}{4}$); thence North along the West line of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Southwest (SW $\frac{1}{4}$) Six hundred fifty-six and seven tenth (656.7) feet more or less to the point of beginning, except the North Forty (40) feet thereof, which is reserved for street purposes.



CITY COUNCIL AGENDA REPORT

DATE: MAY 20, 2024

DEPARTMENT: **Planning**

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: _____

10-B

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

ACTION TO BE CONSIDERED:

Motion to approve Ordinance 1424 updating subdivision regulations for lot splits and updating zoning requirements for residential properties.

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 and March 11th Worksessions regarding what they would want this to look like. Primarily, they would like to put restrictions on “garage forward home design” where an 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 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 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 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, only small and narrow lots are required to use the alley.

The City Council discussed this issue at their January 22nd and again at their March 11th Worksessions. 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 60-foot lot width to be the cutoff. Owners of lots that are narrower than 60 feet would be required to use the alley. Owners of larger properties that are at least 60 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 existing 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. 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. Instead, 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 an 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 and March 11th Worksessions. They are in favor of restricting “garage forward” design and want to consider adopting both rules. It was decided at the March 11th Worksession that the City would move forward with a flexible version of Rule #1 and attached garages would be allowed to be up to eight (8) feet closer to the front property line than the front of the house.

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 60 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 eight (8) 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.
- Clean up a drafting error in an ordinance that was approved earlier in 2024. The ordinance was intended to allow a 1-family, 2-family, or 3-family home with a nonconforming setback qualify for a building permit to build an addition with the same nonconforming setback if it does not increase the footprint of the building by more than 50%. The language needs to be cleaned up to make this intent clearer.

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:

A first reading was held at the May 6, 2024 City Council meeting. Staff recommends that the City Council approve Ordinance 1424.

LINKS

MARCH 11TH WORKSESSION PACKET:

[HTTPS://WWW.SOUTHSTPAUL.ORG/AGENDACENTER/VIEWFILE/AGENDA/ 03112024-1301](https://www.southstpaul.org/AgendaCenter/ViewFile/Agenda/03112024-1301)

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 prerogatives 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

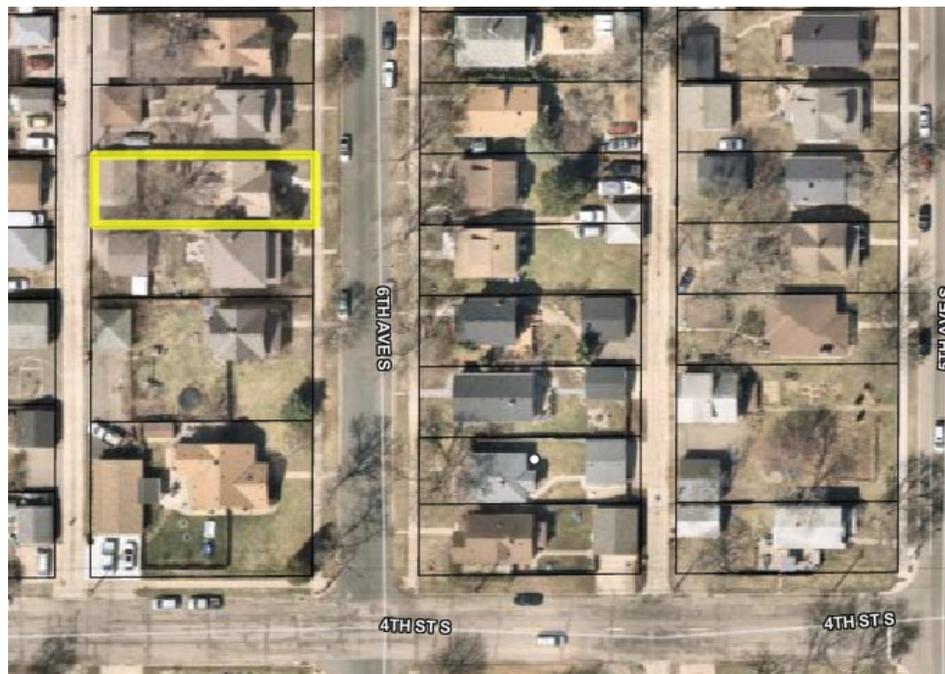
Seconded by Councilmember Johnson

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

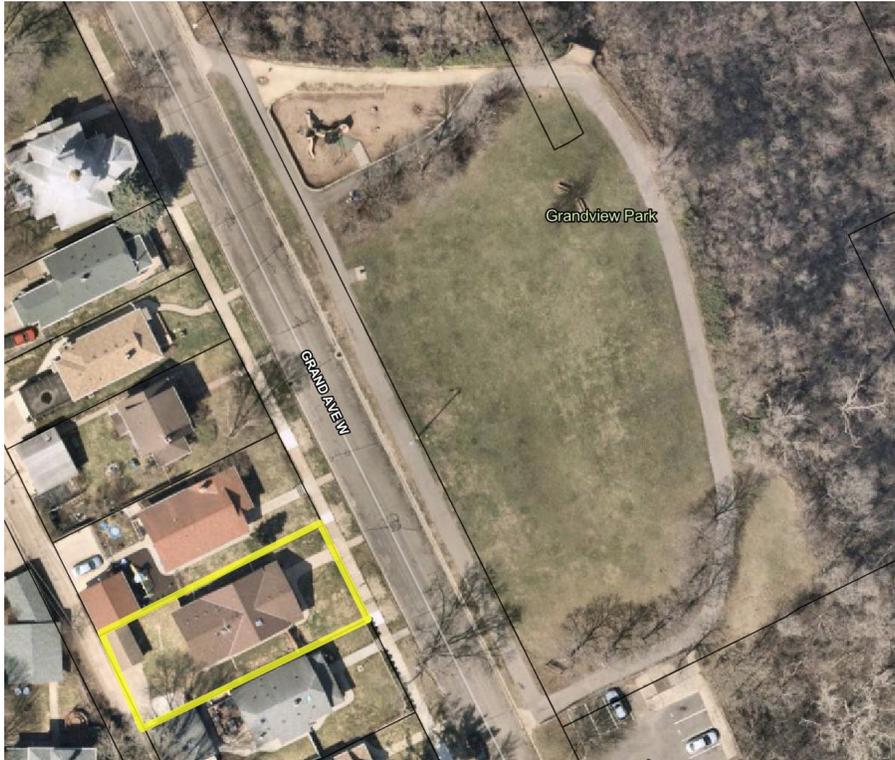
40-FOOT-WIDE LOTS

- 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.



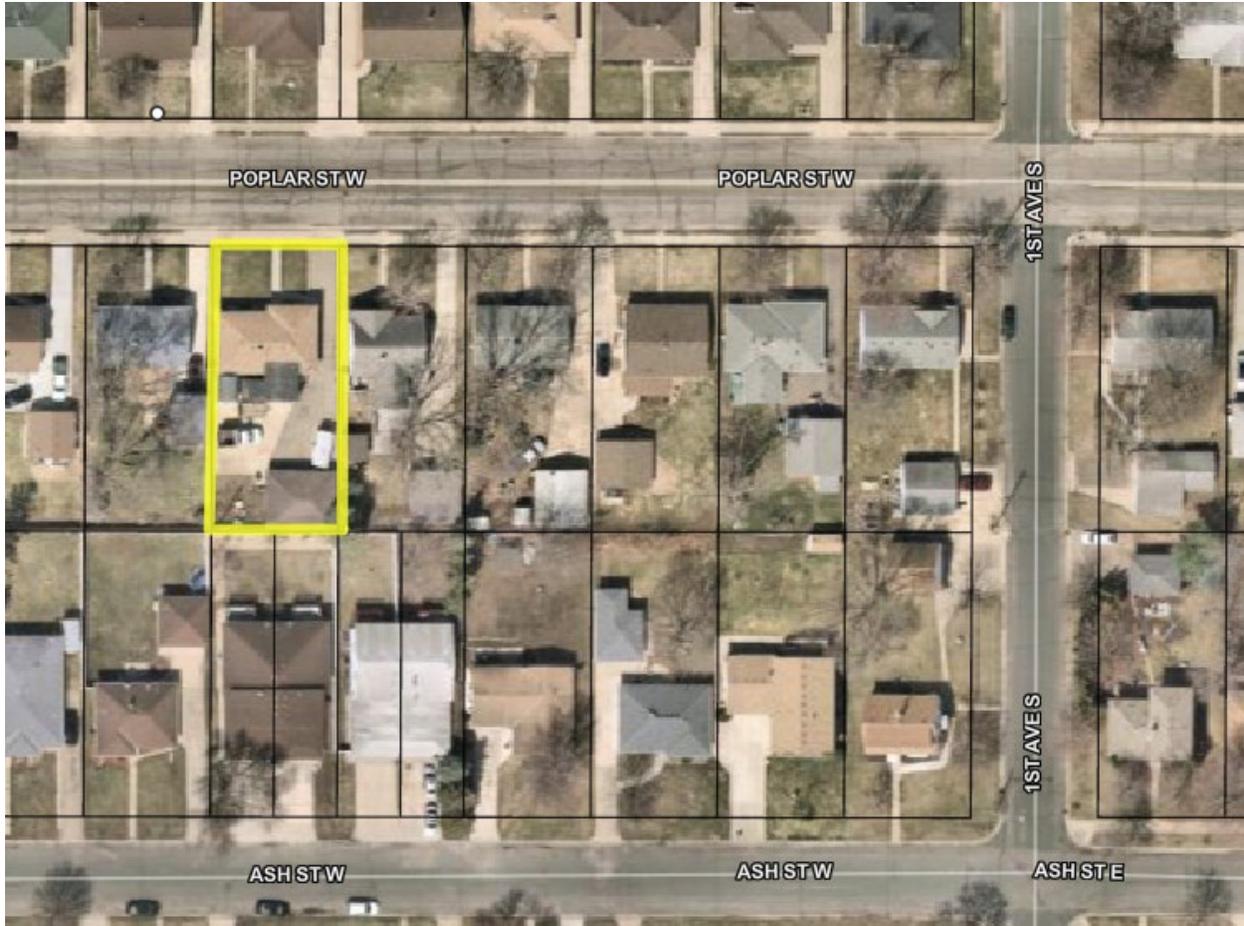
50-FOOT-WIDE LOTS

- 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).

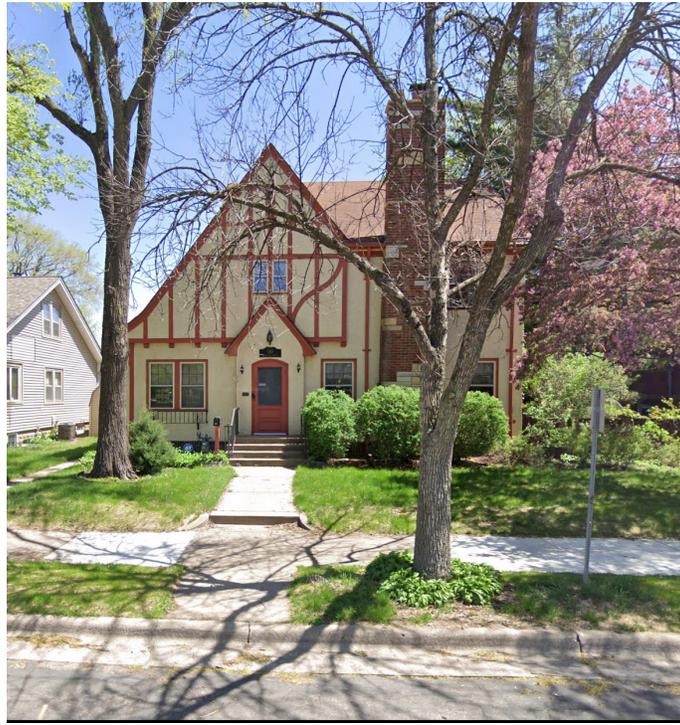


60-FOOT-WIDE LOTS

- 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.



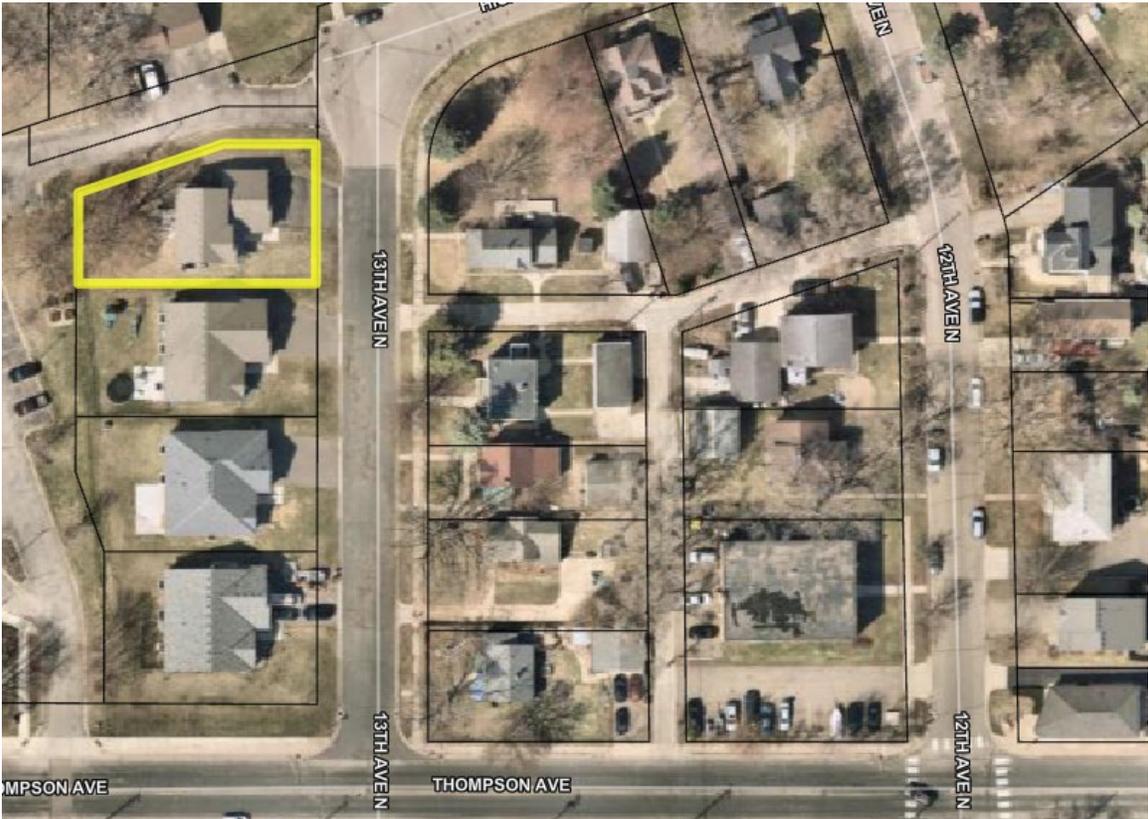
70-FOOT-WIDE LOTS

- 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

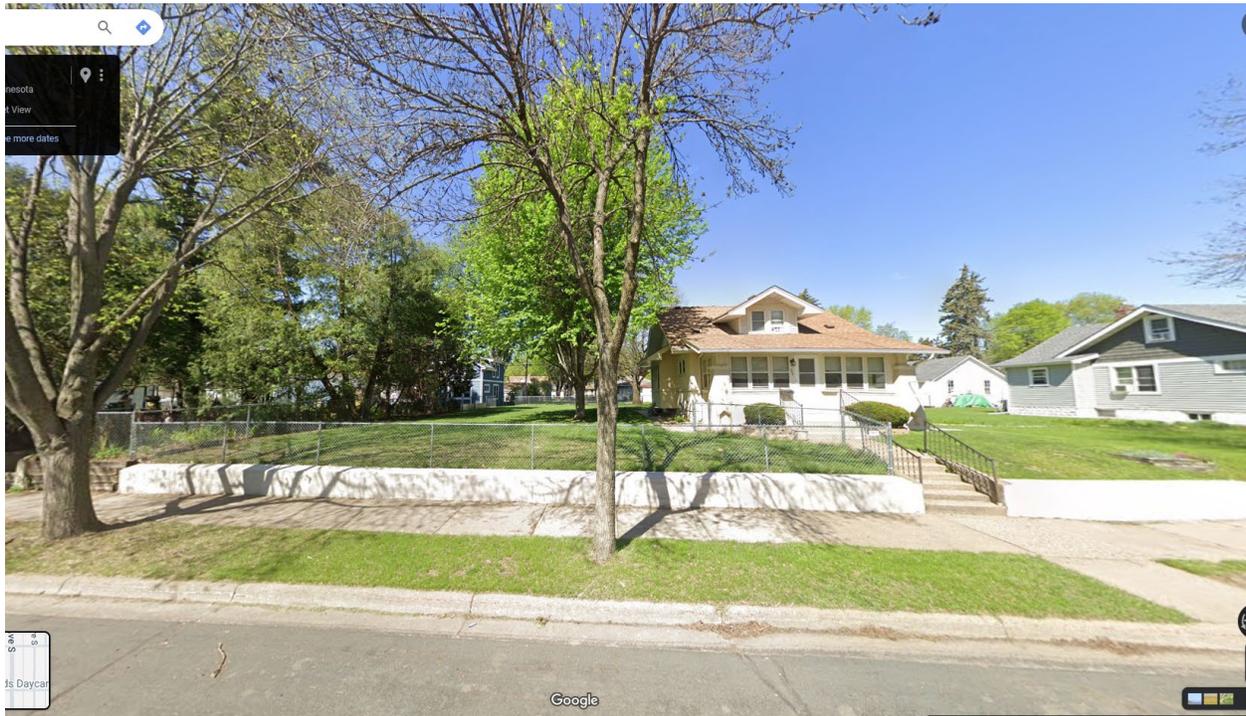
- Since 1967, it has not been legal to create a new neighborhood or new subdivision unless all lots are at least 75 feet wide, 120 feet deep, and at least 9,000 square feet in size. There are just a small number of neighborhoods in South St. Paul that meet these requirements including a few neighborhoods 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.

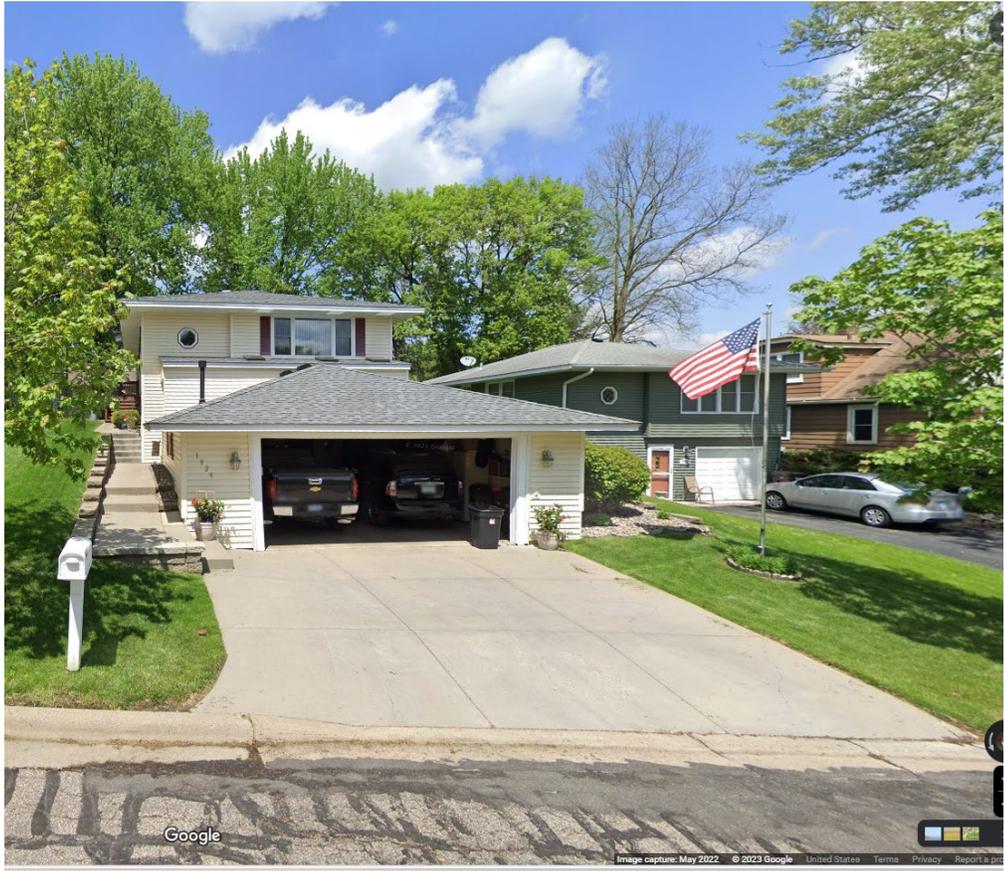
**ATTACHMENT D
EXAMPLES OF SSP HOMES WITH TRADITIONAL DESIGN**





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





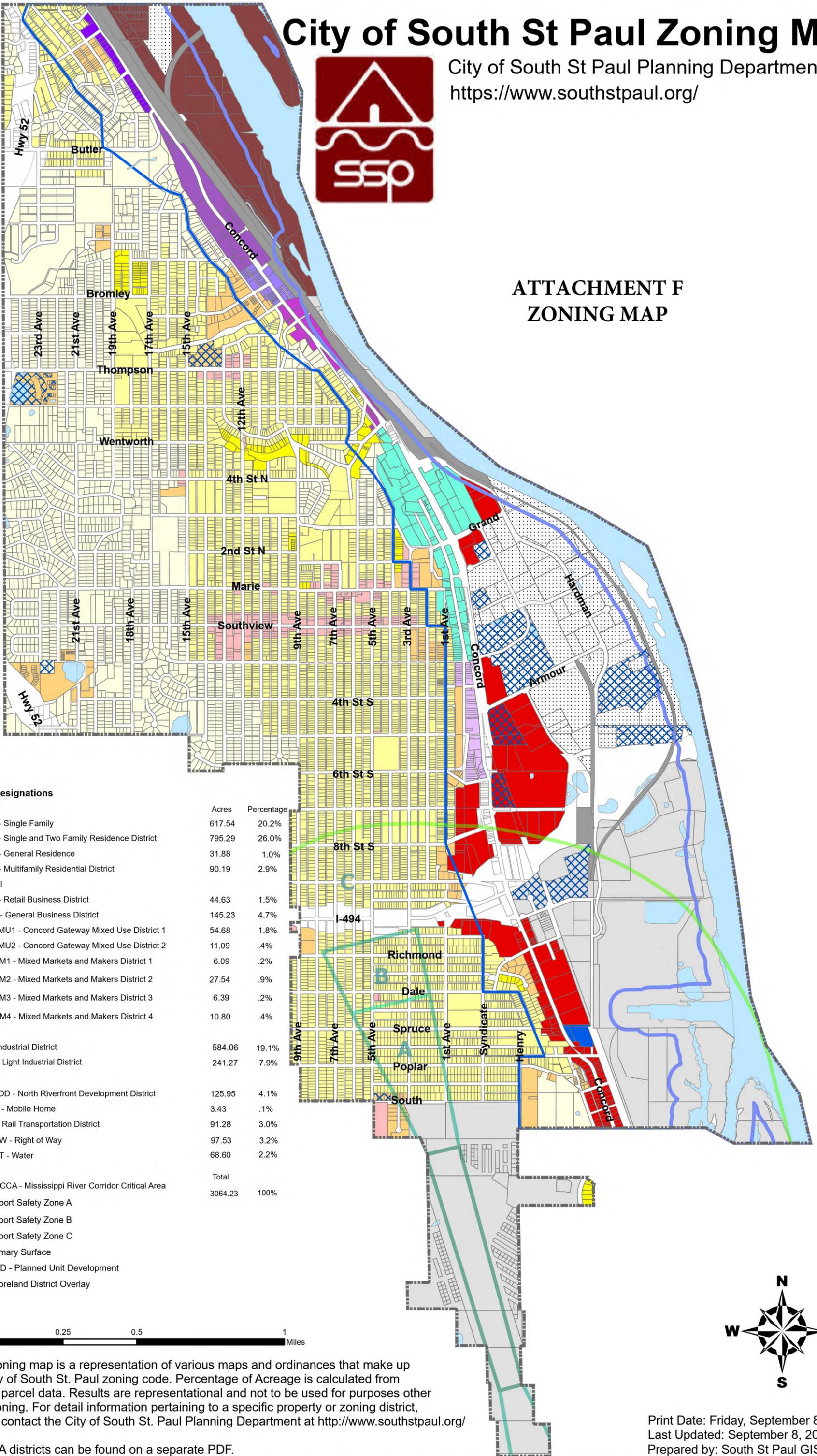


City of South St Paul Zoning Map

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

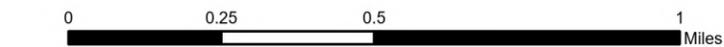


ATTACHMENT F ZONING MAP



Zoning Designations

	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%



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. 1424

**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 may extend more than eight feet closer to the front property line than the façade of the habitable portion of the dwelling. The expansion of an existing attached garage that is lawful nonconforming with this requirement may be allowed 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. *Additional Standards 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 118-65 is hereby amended as follows:

Sec. 118-65.- Nonconforming building or structure

- (A) *Nonconformities.* Except as provided in this subsection, a nonconforming building or structure shall not be added to, enlarged, or expanded in any manner unless such additions and enlargements are made to conform with all the requirements of the zoning district in which such building or structure is located.
- a. *Additions to an existing single-family, two-family, or three-family dwelling with a nonconforming side lot line or rear lot line setback.* An addition onto a single-family, two-family, or three-family dwelling with a side or rear property line setback nonconformity may be built with the same nonconforming setback without a variance provided:
- i. The addition does not encroach further into the required setback than the existing structure and at least a three-foot setback from the property line is maintained.
 - ii. The addition must not expand the principal structure's footprint by more than 50% -s footprint must not exceed 50% of the footprint of the principal structure in order to be approved administratively. An addition that expands the principal structure's footprint by more than 50% with a footprint that exceeds 50% of the footprint of the principal structure may be approved by conditional use permit.
 - iii. The addition meets all other applicable City Code requirements.

SECTION 6. 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 architectural 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 7. 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 architectural 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 8. 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 architectural 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 9. 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 architectural 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 10. 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 11. 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 60 feet of street frontage, 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. On cul-de-sac lots, access to off-street parking may be from the cul-de-sac.

SECTION 12. 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 13. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Deanna Werner, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: MAY 20, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: _____

10-C

AGENDA ITEM: Second Reading- Ordinance Adding Craft Production and Funeral Homes as Allowed Uses in Commercial Zoning Districts

ACTION TO BE CONSIDERED:

Motion to approve Ordinance 1425 adding craft production and funeral homes as allowed uses in commercial zoning districts.

OVERVIEW:

Application

The Applicant is the City of South St. Paul.

This ordinance amendment was initiated by the Planning Commission following a discussion at their March 6th meeting.

Background

Each commercial zoning district in South St. Paul has a list of what types of commercial uses are allowed. In each district, some uses are allowed automatically as “permitted” and other uses require a conditional use permit and review by the Planning Commission & City Council. The City has four commercial zoning districts:

1. The C-1 Retail Business district covers Southview Boulevard and Marie Avenue as well as several neighborhood business areas.
2. The Concord Gateway Mixed Use (CGMU) district covers Concord Exchange and a few adjacent areas.
3. The GB- General Business District covers Concord Street South and some of the commercial areas directly north of Interstate 494.
4. The Mixed Markets and Makers (MMM) district covers Concord Street North. It has four subdistricts which each have slightly different rules.

The C-1 and GB districts both have “allowed use” lists that were written in the 1990’s and have received minor updates since. The CGMU district’s “allowed use” list was written in 2003 and it has received minor updates since then. The MMM district was created as part of a corridor study in 2021.

In 2021, the City created an entirely new commercial “use” for the MMM district which is called craft production. Craft production refers to artisan manufacturing operations that have a public-facing component. For instance, a building may be primarily used to manufacture ice cream, but a small part of the building is turned into a retail space where customers can purchase the ice cream that is manufactured on-site. Breweries and distilleries are another example of craft production, and the public-facing component in those buildings is typically a taproom or cocktail room. Many communities are updating their zoning codes to embrace craft production because these types of businesses can become destinations that visitors seek out for a unique experience. Many traditional retailers are struggling due to competition from online shopping, but craft production businesses are often able to thrive because they offer something special that cannot be matched online. This is how the City defines craft production in its zoning code:

Craft production means a commercial use that involves the production of arts, crafts, foods, beverages or other product with on-site production and assembly of goods primarily involving the use of hand tools and/or small-scale equipment. Due to the limited scale of the activities and small boutique nature of craft production establishments, they are compatible, and are often co-located with, retail sales and service uses. This use category includes but is not limited to ceramic art, glass art, candle-making, custom jewelry manufacture, bakeries, confectionaries, butchers, coffee roasting establishments, and food and/or beverage production.

The proposed ordinance that was initiated by the Planning Commission would do three things:

1. Create rules for craft production for the C-1, GB, and CGMU zoning districts. *Some types of craft production are already allowed in these zoning districts (i.e. bakeries, butcher shops, candy shops, brewpubs, etc.) but the code could be updated to be more welcoming to a diverse range of craft production uses.*
2. Add funeral homes to the City Code. *The City Code does not currently allow funeral homes in any zoning district, which is probably an oversight. There are two existing funeral homes in the C-1 Retail Business district.*
3. Clean up some issues with the existing zoning district commercial “use” lists and add clarity to these lists.

Craft Production in the MMM District

The City generally wants to steer purely manufacturing businesses that do not have a public-facing component into the Bridgepoint Business Park and the other industrial areas near the Mississippi River. The only types of manufacturing businesses that belong in traditional commercial-retail-restaurant areas are artisan businesses that will add to the overall visitor experience in those areas. These are the existing standards for “craft production” in the MMM district on Concord Street North:

- Craft production businesses must include a retail/eating/drinking/tasting component that is open to the public and occupies at least 10% of the usable space within the building.

- All production and processing activities must take place within an enclosed building.
- Businesses that are selling alcohol need a conditional use permit and review by the Planning Commission & City Council.
- Any craft production business with a gross floor area greater than 10,000 square feet or with exterior storage needs a conditional use permit and review by the Planning Commission & City Council.

Funeral Homes

Most communities allow funeral homes in their commercial areas. Many require funeral homes to obtain a conditional use permit in at least some of their commercial districts because they have some unique attributes that can require “case by case” review, especially if they are near a residential area. For instance:

- They have an intense parking demand during services, and they can create unique traffic issues due to funeral processions.
- They may involve cremation facilities and/or storage of bodies and the City may want to establish regulatory parameters around these activities.

Staff recommends that the City add funeral homes as an allowed use in all four of its commercial zoning districts.

What Would the Proposed Ordinance Do?

The proposed ordinance would do the following:

- Create a zoning definition for “funeral home.”
- Allow funeral homes in the C-1, GB, and CGMU districts with a conditional use permit.
- Allow funeral homes in the MMM district in a manner that is consistent with the goals of the district. The MMM district is an isolated corridor at the bottom of a bluff where the City is deliberately taking a “business-friendly, market-driven approach” and has a streamlined review process.
 - In the MMM-2, MMM-3, and MMM-4 subdistrict, funeral homes would be a permitted use. Very few commercial uses require a conditional use permit in these subdistricts unless there is a strong need for “case by case” review.
 - In the MMM-1 district, which includes some single-family homes and duplexes, funeral homes would require a conditional use permit.
- Slightly update the rules for craft production in the MMM district:

- Make it clear that the retail/eating/drinking/tasting part of the business needs to be visible from the street or have a well-marked entrance that is visible from the street.
- Increase the “gross floor area” trigger for when a conditional use permit is required from 10,000 square feet to 15,000 square feet. This is more in line with the goals of the district which, as stated above, call for a business-friendly, market-driven approach. The City Code already uses that 15,000 square foot size as its trigger for applying additional scrutiny to parking plans, so this makes the review process more consistent.
- Allow craft production businesses in the C-1, GB, and CGMU districts:
 - In the CGMU district on Concord Exchange, the rules would be roughly the same as in the MMM district. All uses in the CGMU district automatically require a conditional use permit if they are larger than 10,000 square feet.
 - In the C-1 district on Southview Boulevard and Marie Avenue, all craft production would require a conditional use permit except for those types of craft production that are “permitted uses” like bakeries and butcher shops. Exterior storage would not be allowed. *The conditional use permit requirement would allow for “case by case” review, and the City could potentially deny a conditional use permit or attach strict conditions of approval if a proposed craft production business might cause a nuisance for nearby residential properties.*
 - In the GB district, which is a quasi-industrial district, the rules would be the same as in the MMM district except that a conditional use permit is not required until the craft production use exceeds 20,000 square feet of gross floor space.
- Clean up the commercial district use lists by doing the following:
 - Deleting two irrelevant commercial uses from the C-1 district that date back to when this district covered properties along Concord Street. The uses being deleted were only allowed on properties that were within 350 feet of Concord Street.
 - Add health clubs and martial arts studios to the list of permitted uses in the C-1 district. *Currently, only ‘dance studios’ are listed.*
 - Clarify that contractors’ operations in the GB-General Business district only need a conditional use permit if they want to have exterior storage. Contractors with no exterior storage should be a permitted use.
 - Clean up some of the use descriptions for consistency with other parts of the City Code.

Planning Commission Public Hearing

The Planning Commission held a public hearing for the proposed ordinance at their April 3, 2024 meeting. No members of the public attended the hearing or submitted comments. The Planning Commission recommended approval of the proposed ordinance with a 7-0 vote.

STAFF RECOMMENDATION:

A first reading was held on May 6, 2024. Staff recommends that the City Council approve Ordinance 1425 adding craft production and funeral homes as allowed uses in commercial zoning districts.

ATTACHMENTS

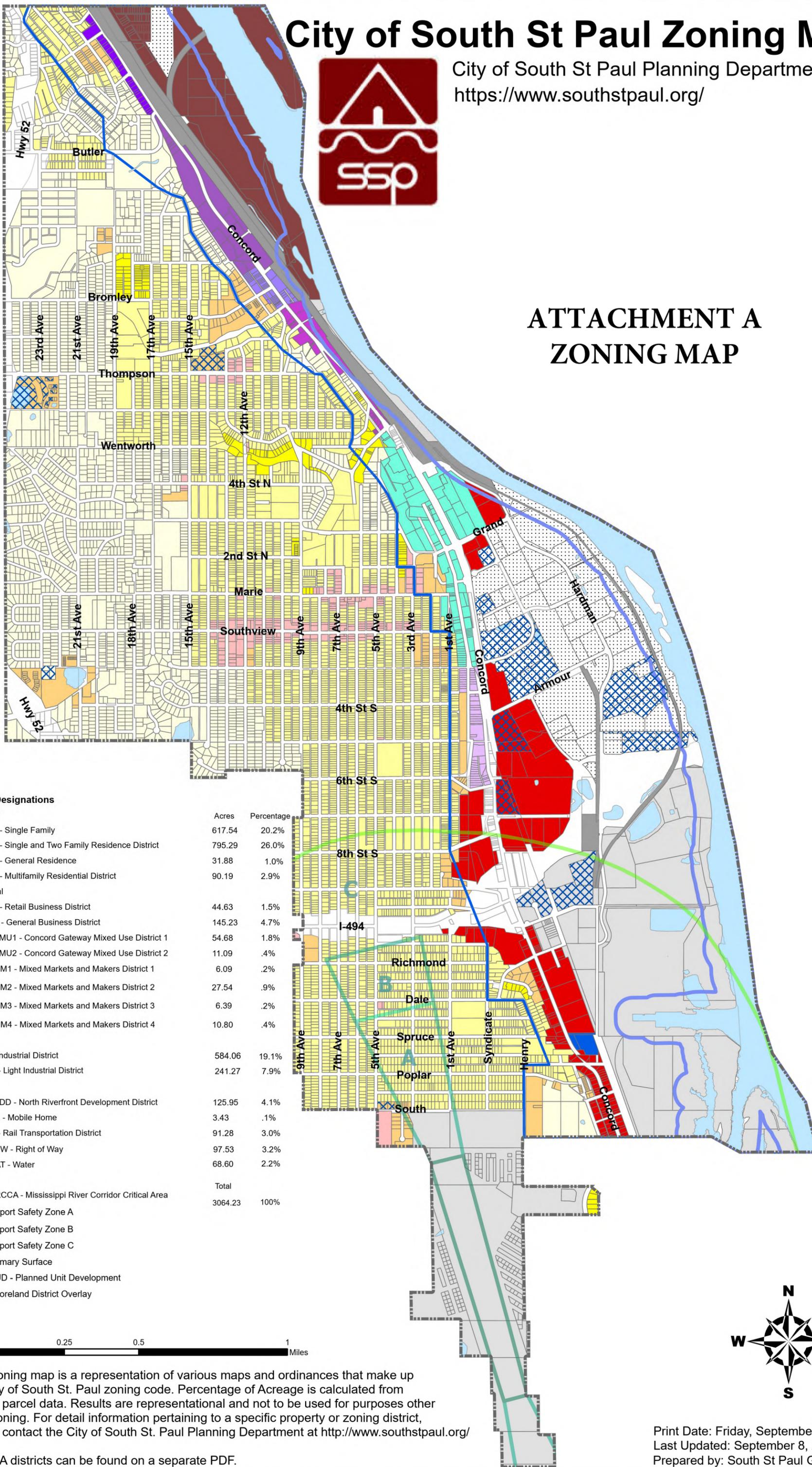
A. ZONING MAP

City of South St Paul Zoning Map

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



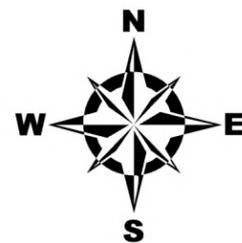
ATTACHMENT A ZONING MAP



Zoning Designations

Designation	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. 1425

**AN ORDINANCE AMENDMENT UPDATING THE LIST OF ALLOWED USES IN THE
CITY'S COMMERCIAL ZONING DISTRICTS TO INCORPORATE CRAFT
PRODUCTION AND FUNERAL HOMES**

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

SECTION 1. AMENDMENT. South St. Paul City Code Section 118-8 is hereby amended as follows:

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

Funeral home means a building or part thereof used for human funeral services. Such building may contain space and facilities for (a) embalming and the performance of other services used in the preparation of the dead for burial; (b) the performance of autopsies and other surgical procedures; (c) the storage of caskets, funeral urns, and other related funeral supplies; and (d) the storage of funeral vehicles. This definition excludes cemeteries. A funeral home may have a maximum of 1 crematory retort under the following conditions:

- (1) The retort is located within the same structure as the funeral home.
- (2) The crematory retort complies with all state and federal statutes, regulations, and requirements.
- (3) The crematory retort is used only for bodies which the funeral home has prepared for cremation.

SECTION 2. AMENDMENT. South St. Paul City Code Section 118-125 is hereby amended as follows:

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

(b) *Permitted uses.* Within either the CGMU-1 or CGMU-2 subdistricts, no structure or land may be used except for one or more of the following uses, provided such use is less than 10,000 square feet in gross floor area:

- (15) Copy service or printing service.
- (16) Craft production, including the production of alcoholic beverages.
 - a. Must include a retail/eating/drinking/tasting component that is open to the public and occupies a minimum of ten percent of usable space. This space must front the street at

the ground floor level or have a well-marked and visible entrance at the ground floor level.

b. All production, processing, and distribution activities except for the loading of finished products onto trucks are to be conducted within an enclosed building.

c. Craft production of alcoholic beverages shall require a conditional use permit for off-sale or on-sale liquor.

SECTION 3. AMENDMENT. South St. Paul City Code Section 118-126 is hereby amended as follows:

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

(a) *Permitted uses.* No land or buildings within the C-1 district shall be used except for one or more of the following uses:

(6) Bakery ~~employing not over five employees.~~

(21) Dance studio, health club, martial arts studio, and similar uses.

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

(3) Gasoline service station and, auto repair, ~~sales, and storage.~~

~~(8) Bakery employing more than five employees when the site is located within 350 feet of State Highway 56 (as measured from the property boundary nearest the highway).~~

~~(9) Food warehousing in conjunction with a permitted or conditional use when the site is located within 350 feet of State Highway 56 (as measured from the property boundary nearest the highway).~~

(8) Craft production

a. Must include a retail/eating/drinking/tasting component that is open to the public and occupies a minimum of ten percent of usable space. This space must front the street at the ground floor level or have a well-marked and visible entrance at the ground floor level.

b. All production, processing, and distribution activities except for the loading of finished products onto trucks are to be conducted within an enclosed building.

c. Craft production of alcoholic beverages shall require a conditional use permit for off-sale or on-sale liquor.

d. Craft production uses that are listed as permitted uses, such as bakeries and butcher shops, shall not require a conditional use permit. However, these uses still must include a retail/eating/drinking/tasting component.

(9) Funeral home and mortuary.

- (d) *Accessory uses.* The following accessory uses shall be permitted:
- (1) Off-street parking and loading, signs, fences, and decorative landscape features, as regulated herein.
 - (2) Temporary construction buildings and storage as may be approved by the Zoning Administrator ~~code enforcement officer~~.
 - (3) Customary uses incidental to the principal use as may be approved by the Zoning Administrator ~~city engineer~~.
 - (4) Residential garage as allowed in the R-1 and R-2 districts.

SECTION 4. AMENDMENT. South St. Paul City Code Section 118-127 is hereby amended as follows:

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

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

Table 1 Principal Use	MMM1	MMM2	MMM3	MMM4	Notes
Single family detached dwelling	P	X	X	X	
Two family dwelling	P	X	X	X	
Three-family dwelling	P	X	X	X	
Multi-family dwelling (four or more units)	C	P	P	P	
Mixed residential and commercial building	C	P	P	P	
Live-work unit	P	P	P	P	(f)
Adult day care facility	C	P	P	P	
Auto repair	C	C	X	C	
Auto sales, leasing, and rental (may include service)	X	X	X	C	(f)
Body art establishment that offers body art procedures other than micropigmentation and cosmetic tattooing (defined and regulated by Section 118-276)	C	P	P	P	
Child day care facility	P	P	P	P	(f)
Catering	C	P	P	P	
Churches, chapels & other worship buildings	P	P	P	P	
Contractor operations with no exterior storage or overnight parking of fleet vehicles & trailers	P	P	P	P	
Craft production	C	P/C	P/C	P/C	(f)
Essential services	P	P	P	P	
<u>Funeral Homes and Mortuaries</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	
Gasoline service station	X	C	X	C	
General retail business (within a building)	P	P	P	P	

General service business (within a building)	P	P	P	P	
Health club, dance studio or similar uses	P	P	P	P	
Hotel or motel	X	P	P	P	
Indoor commercial recreation	X	C	C	C	
Medical or dental clinic	C	P	P	P	
Municipal buildings & uses	P	P	P	P	
Museum, library, theater & similar uses	C	P	P	P	
Office	P	P	P	P	
On-sale, off-sale liquor, beer or wine establishments	C	C	C	C	
Parking ramps, garages & surface lots	X	C	C	C	
Pet boarding, kenneling, training & grooming	C	C	C	C	(f)
Public & private parks & playgrounds	P	P	P	P	
Reception or meeting hall	X	C	C	C	
Recording studio	C	P	P	P	
Restaurant, cafe, coffee shop, cafeteria or deli	C	P	P	P	
School, public or private	C	P	P	P	
Small wireless facility (see Sec. 54-402)	P	P	P	P	
Veterinary Clinic	C	P	P	P	
Accessory Uses					
Car washes (accessory to gas station)	X	C	X	C	
Drive thru facilities	X	C	X	C	(f)
Exterior storage for contractor operations and craft production	X	C	X	C	(f)
Fences, signs, & decorative landscape features	P	P	P	P	
Garages & accessory structures (see Sec. 118-208)	P	P	P	P	
Home occupation (see Sec. 118-249)	P	P	P	P	
Commercial indoor storage	X	C	X	C	(f)
Off-site storage for contractor operations	X	C	X	C	(f)
Off-street parking and loading	P	P	P	P	
Outdoor display/sales (no vehicles, boats or trailers)	X	C	C	C	(f)
Vehicle Rental	X	C	X	C	(f)
P = Permitted Use					
C = Conditional Use					
X = Prohibited Use					
Note: Uses marked with an (f) have special performance standards that are unique to the MMM district which are listed in subdivision (f) of this section.					

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

(5) *Craft production.*

- a. Must include a retail/eating/drinking/tasting component that is open to the public and occupies a minimum of ten percent of usable space. This space must front the street at the ground floor level or have a well-marked and visible entrance at the ground floor level.
- b. All production and processing activities are to be conducted within an enclosed building. Distribution activities except for the loading of finished products onto trucks must be conducted within an enclosed building unless otherwise allowed by conditional use permit.
- c. May include accessory exterior storage by conditional use permit, subject to the provisions outlined in this section.
- d. Craft production of alcoholic beverages shall require a conditional use permit for off-sale or on-sale liquor.
- e. Any craft production use with a gross floor area that is greater than 15,000 10,000 square feet shall require a conditional use permit. This requirement shall not apply to craft production uses that are considered general retail uses such as bakeries and butcher shops.

SECTION 5 AMENDMENT. South St. Paul City Code Section 118-128 is hereby amended as follows:

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

(a) *Permitted uses.* ~~Uses permitted in the general business (GB) district shall include and be limited to the following: All uses permitted in the C-1 retail business district.~~

(1) All uses listed as permitted in the C-1 Retail Business district unless that use is listed as requiring a conditional use permit in the GB General Business district.

(2) Body art establishment (defined and regulated by section 118-276)

(3) Contractor operation when there is no exterior storage.

(3) Craft production.

a. Must include a retail/eating/drinking/tasting component that is open to the public and occupies a minimum of ten percent of usable space. This space must front the street at the ground floor level or have a well-marked and visible entrance at the ground floor level.

b. All production, processing, and distribution activities except for the loading of finished products onto trucks are to be conducted within an enclosed building.

c. May include accessory exterior storage by conditional use permit.

d. Craft production of alcoholic beverages shall require a conditional use permit for on-sale or off-sale liquor.

e. Any craft production use with a gross floor area that is greater than 20,000 square feet shall require a conditional use permit. This requirement shall not apply to craft production uses that are listed as permitted uses in the C-1 Retail Business district, such as bakeries and butcher shops.

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

- (1) Adult day care facility.
- (2) Armories, skating rinks, convention halls, and similar uses.
- (3) Auditorium or recreational building.
- (4) Automobile and truck service uses.
- (5) Automobile car wash.
- (6) Boat, marine, trailer, farm equipment, automobile, truck, and similar sales.
- (7) Bottling works.
- (8) Bowling alley.
- (9) Carpet or rug cleaning.
- (10) Child day care facility.
- (11) Church.
- (12) Commercial recreation and equipment storage.
- (13) Contractor operation, if open exterior storage is utilized.
- (14) ~~Dance and other commercial schools.~~ Vocational schools.
- (15) Drive-in business of all types.
- (16) Dry cleaning.
- (17) Dwelling units in any building.
- (18) Equipment and vehicle rental.
- (19) Essential services.
- (20) ~~Exterior storage, or Open~~ sales lots, provided the same business occupies space in a building on the same lot.
- (21) Food locker plant.
- (22) Funeral home and mortuary.
- ~~(23)~~ Laundry.
- ~~(24)~~ Lumber yard.
- ~~(25)~~ Manufacturing as permitted in the I-1 Light Industrial district.
- ~~(26)~~ Medical uses (human and animal).

- (~~267~~) On-sale and off-sale liquor sales
- (~~278~~) Other uses deemed by the city council to be similar in purpose and character to those set forth in this subsection and in subsection (a) of this section.
- (~~289~~) Parking garage.
- (~~2930~~) Pet boarding, kenneling, training, and grooming provided that:
 - a. Unless expressly allowed by the conditional use permit, all activity must take place within a completely enclosed building with odor and sound control except for the walking of dogs. No outdoor kenneling shall be permitted.
 - b. There shall be no overnight kenneling of customers' pets and no animal may be present inside the business between the hours of 10:00 p.m. and 6:00 a.m. unless their owner is also present.
 - c. Any outdoor off-leash exercise/relief area that is provided shall be entirely enclosed by a fence. Pets may not be off-leash in these areas between the hours of 8:00 p.m. and 7:00 a.m.
- (~~301~~) PWS antennas.
- (~~312~~) PWS tower.
- (~~323~~) Reception or meeting hall.
- (~~334~~) Seasonal business.
- (~~345~~) Spur tracks.
- (~~356~~) Supper club.
- (~~367~~) Structures exceeding 45 feet in height.
- (~~378~~) Theater.
- (~~389~~) Wholesaling.
- (~~3940~~) Alternative financial establishment, subject to the supplemental regulations in section 118-275.

SECTION 6. 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 updates the use lists in the City's commercial zoning districts to allow craft production and funeral homes in all commercial districts. It also includes minor updates to some of the listed uses.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Deanna Werner, City Clerk