

City of South St. Paul

CITY COUNCIL

COUNCIL CHAMBERS

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

Monday, June 17, 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. Juneteenth Celebration

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 June 3, 2024

B. Accounts Payable

C. Business Licenses

D. South St. Paul Animal Hospital Conditional Use Permit Second Extension

E. Approve Encroachment Agreement for 1666 Concord Street South

F. Approve Job Description and Pay for Seasonal/Variable Hour Position of Personal Trainer

- G. Approve Conditional Job Offer for HRA Caretaker – Buildings/Grounds
- H. Approve Changes to Wakota on Fourth Common Interest Community Declaration
- I. Approve Change Orders No. 10 & 11 for the Wakota Scenic Trailhead Project
- J. Approve Amendment #2 to a Preliminary Development Agreement with Capital Partners Development, LLC
- K. Approve License Agreement
- L. Approve First Amendment to Joint Powers Agreement Establishing the Criminal Justice Network
- M. Approve Assignment of Lease at the Fleming Field Airport
- N. Rescind Resolution 2022 – 139 (Vaquero Tax Increment Financing District)
- O. Approval for Fiber Optic Cable Projects

9. GENERAL BUSINESS:

- A. Front Yard Setback Variance for an Enclosed Porch Addition at 120 2nd Avenue South
- B. Conditional Use Permit for On-Sale Liquor at Black Sheep Coffee
- C. Hazardous Building at 1579 Stickney Avenue

10. PUBLIC HEARINGS:

- A. Resolution 2024-077 Certifying Unpaid Charges to the County Auditor
- B. Strong Beer & Wine Liquor License – Black Sheep Coffee, 705 Southview Blvd.
- C. Call for Hearing on Liquor Violations

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

**SOUTH ST. PAUL CITY COUNCIL
MINUTES OF JUNE 3, 2024**

8-A

1. Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on June 3, 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 Planner, Michael Healy

3. Deanna Werner gave the invocation.

4. Pledge of Allegiance

5. Presentations:

- A. Presentation: Kaposia Days Committee
- B. Presentation: Soldier's 6 Donation to Police Explorer Program
- C. Proclamation: Darts Celebrating 50 years

6. Citizen Comments: None

7. **Agenda**

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

8. **Consent Agenda**

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

- A. City Council Meeting Minutes of May 20, 2024
- B. Accounts Payable
- C. Business Licenses
- D. Approve Land Lease for 265 Echo Lane at the Fleming Field Airport
- E. Acceptance of Gift Donations – Resolution 2024-74

<u>Doner</u>	<u>Amount</u>	<u>Department</u>	<u>Designation</u>
B52 Burgers & Brew	\$ 370.54	SSP Police Dept.	Police Explorer Program
Inver Grove Brewing	\$ 400.00	SSP Police Dept.	Police Explorer Program
Petey's BBQ	\$4,093.00	SSP Police Dept.	Police Explorer Program
Soldier's 6, Inc.	\$3,609.00	SSP Police Dept.	Police Explorer Program

- F. Accept Appropriation and Authorize Execution of Grant Documents, Resolution 2024-75

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

Public Hearing:

A. Vacation of Unbuilt Alleys and Streets in City Parks

Moved by: Seaberg/Hansen
Resolution 2024-064,
Moved: Vacation of unbuilt alleys and streets in Harmon Park, Resolution 2024-064
Vote: 7 ayes / 0 nays, motion carried

Moved by: Kaliszewski/Podgorski
Moved: Vacation on unbuilt alleys and streets in Veterans Field - Resolution 2024-065
Vote: 7 ayes / 0 nays, motion carried

Moved by: Podgorski/Thompson
Moved: Vacation on unbuilt alleys and streets in Seidl's Lake Property, Resolution 2024-069
Vote: 7 ayes / 0 nays, motion carried

Moved by: Bakken/Kaliszewski
Moved: Vacation on unbuilt alleys and streets in Lorraine Park, Resolution 2024-070
Vote: 7 ayes / 0 nays, motion carried

Moved by: Thompson/Hansen
Moved: Vacation on unbuilt alleys and streets in Kaposia Park, Resolution 2024-071
Vote: 7 ayes / 0 nays, motion carried

B. Vacation of Unbuilt Alley and Encroachment Agreement for 1621 Concord Street North

Moved by: Seaberg/Thompson
Moved: Approve Resolution #2024-73 vacating an unbuilt alley south of Homer Avenue, west of Concord Street, north of Bircher Avenue, and east of Willis Avenue
Vote: 7 ayes / 0 nays, motion carried.

Moved by: Seaberg/Kaliszewski
Moved: Approve an encroachment agreement for an accessory building and walkways at 1621 Concord Street North that are partially located on an adjacent City-owned parcel.
Vote: 7 ayes / 0 nays, motion carried

C. Call for a Public Hearing – Black Sheep, LLC, Wine & Strong Beer Liquor License at 705 Southview Blvd.

Moved by: Thompson/Seaberg
Moved: Call for a Public Hearing – Black Sheep, LLC, Wine & Strong Beer/Sunday Liquor License at Southview Blvd.,
Vote: 7 ayes / 0 nays, motion carried

9. **General Business:** None

10. **Council Communication**

Mayor Francis – Proclamation: June 8th, 2024, “South St. Paul for All” Day.

11. **Adjournment**

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

The meeting was adjourned at 8:20 PM.

Approved: June 17, 2024

City Clerk



City Council Agenda
Date: June 17, 2024
Department: Finance
Prepared by: Jeff Hines
Administrator: RG

8-B

Agenda Item: Accounts Payable

Action to be considered:

Motion to Adopt Resolution 2024-081 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. 2024-081

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:	
150660-150801	\$ 1,141,269.37
2024166-2024178	207,330.90
801048-801055	<u>77,782.11</u>
Total	\$ 1,426,382.38

Adopted this 17th day of June, 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
150660	6/10/2024		1018 ADVANCED GRAPHIX, INC.							
		459.20	TRUCK DECALS		113827	213977	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		40.00	DECALS FOR VEHICLES		113854	214105	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>499.20</u>								
150661	6/10/2024		4059 ASCENT AVIATION GROUP, INC.							
		33,373.87	6999GAL 100LL		113857	1022564	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		<u>33,373.87</u>								
150662	6/10/2024		9021 ATLAS STAFFING, INC.							
		588.00	NM TEMP ZUNIGA 5/17/24		113855	1306585	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		588.00	JC TEMP ZUNIGA 5/17/24		113855	1306585	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		717.60	NM TEMP MOUA 5/17/24		113856	1306586	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		717.60	JC TEMP MOUA 5/17/24		113856	1306586	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		588.00	NM TEMP-ZUNIGA 5/24/24		113975	1306628	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		588.00	JC TEMP-ZUNIGA 5/24/24		113975	1306628	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		717.60	NM TEMP-MOUA 5/24/24		113977	1306629	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		717.60	JC TEMP-MOUA 5/24/24		113977	1306629	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>5,222.40</u>								
150663	6/10/2024		10548 BASE LINE IRRIGATION SOLUTIONS							
		538.00	MONITOR IRRIGATE SYSTEMS		113862	15107-2024	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		<u>538.00</u>								
150664	6/10/2024		6774 BHC INC.							
		507.43	NM#9 PWR RTU		113978	INV084799/SO074 682	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		311.06	NM #9 PWR RTU		113979	INV084798/SO074 681	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>818.49</u>								
150665	6/10/2024		5628 BLACKTOP PROS, LLC							
		18,500.00	ASPHALT-BREAK@9TH/SPRUCE		113858	23-03416	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		<u>18,500.00</u>								
150666	6/10/2024		6736 BRAUN INTERTEC CORPORATION							
		5,629.75	STRUCTURE EVALUATION		113863	B385724	10528.6371		REPAIRS & MAINT CONTRACTUAL	NORTHVIEW POOL
		4,181.24	JC PLUMB RENO/INSPEC&DSGN		113864	B386483	50678.6560	229901	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		<u>9,810.99</u>								
150667	6/10/2024		6670 BROTHERS FIRE & SECURITY							

Council Check Register by GL
Council Check Register and Summary

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150684	6/10/2024		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD						Continued...	
		1,616.90	JC MAINT/FXTRS/FCT/TP DSPNS		113889	9226011103	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		465.95	JC MAINT/FLAPPER/FAUCET		113890	9226139229	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		488.22	BLD HDRAIL/SMOKE DET		113891	9226222518	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		96.88	MAGIC ERASER		113891	9226222518	50677.6211		CLEANING SUPPLIES	NAN MCKAY APT BLDG
		81.56	SATIN PAINT		113892	9226164602	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		143.04	JC MAINT/SMK ALRM STROBE		113893	9226164603	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		56.80	JC MAINT/VERT VALANCE		113894	9226164604	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>2,949.35</u>								
150685	6/10/2024		14111 HEAT CREW LLC							
		3,200.00	JC #1012 #603 HEAT TREATMENT		113888	1233	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		<u>3,200.00</u>								
150686	6/10/2024		3686 IMPACT PROVEN SOLUTIONS							
		2,394.83	MAIL PROCESSING MARCH24		113991	210405	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		<u>2,394.83</u>								
150687	6/10/2024		1667 INVER GROVE FORD							
		56.36	ADAPTERS #202 & #206		113895	5344243	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		19.78	RING #2151		113896	5344306	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		105.78	TPMS SENSORS #2151		113897	5344384	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		499.60	RPR SEAL/PINON/RECALL#2154		113898	6416236	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>681.52</u>								
150688	6/10/2024		1701 JOHN DEERE GOVERNMENT & NATIONAL SALE							
		29,405.50	ZTRAK & QUIKTRAK MOWERS		113899	117607300	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		<u>29,405.50</u>								
150689	6/10/2024		14086 JOHNSON, DONNETTA							
		100.00	NM AFTER HR MAY2024		113900	MAY2024	50677.6375.1		OTHER CONTR SVCS-KEYPERSON	NAN MCKAY APT BLDG
		<u>100.00</u>								
150690	6/10/2024		11377 KATH FUEL OIL SERVICE CO.							
		294.00	OIL		113901	798683	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		2,507.68	DYED DIESEL/NON-OXY		113902	799357	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		<u>2,801.68</u>								
150691	6/10/2024		1740 KIMLEY-HORN AND ASSOCIATES, INC.							
		4,674.59	CONCORD THRU 4/30/24		113903	27949706	40432.6530	201611	IMPR OTHER THAN BUILDING	2016 LOCAL IMPROVEMENTS
		5,852.52	VERDEROSA THRU 4/30/24		113904	27991127	40402.6302	202402	PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND

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

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150691	6/10/2024		1740 KIMLEY-HORN AND ASSOCIATES, INC.						Continued...	
		10,527.11								
150692	6/10/2024		14172 KRUEGER REAL ESTATE ADVISORS							
		6,000.00	MAY EDA SERVICES		113905	MAY 2024	20280.6375		OTHER CONTRACTED SERVICES	ECON DEV GENERAL
		6,000.00								
150693	6/10/2024		1811 LAWSON PRODUCTS INC.							
		199.37	CABLE TIES/STEP DRILL		113906	9311544731	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		104.26	STEP DRILL		113907	9311548143	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		303.63								
150694	6/10/2024		6281 LIGHTNING DISPOSAL, INC.							
		513.55	TRASH SVC-PUBLIC WORKS		113908	0000611505	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		513.55								
150695	6/10/2024		6681 MANN'S SOFTENER SALT DELIVERY							
		276.10	NM SOLAR SALT (27)		113909	INV 270	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		331.90	JC SOLAR SALT (33)		113910	INV271	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		608.00								
150696	6/10/2024		13985 MARTIN MARIETTA MATERIALS							
		558.62	ASPHALT - MAIN BREAK		113912	42463362	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		162.58	ASPHALT FOR AIRPORT		113913	42506577	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		721.20								
150697	6/10/2024		1900 MCMULLEN INSPECTING, INC.							
		2,318.40	ELEC INSPECTS MAY24		113984	6/4/24	10410.6302		PROFESSIONAL SERVICES	DEVELOPMENT SERVICES
		2,318.40								
150698	6/10/2024		1911 MENARDS, INC-WEST ST PAUL							
		77.44	STUDDED T POST		113915	93958	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		286.76	SHIPLAP/POLY/BOWL BRUSH		113916	93939	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		42.55	PVCPPIPE/BATTERIES/TAPE/GLUE		113917	93870	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		62.00	HOSE BIBB FOR GARDENS		113918	93839	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		4.99	SPRAY FOAM/FILL/SEAL		113919	93821	10527.6220		REPAIR & MAINTENANCE SUPPLIES	SPLASH POOL
		4.98	SPRAY FOAM/FILL/SEAL		113919	93821	10528.6220		REPAIR & MAINTENANCE SUPPLIES	NORTHVIEW POOL
		21.90	BRASS BUSH FOR GARDENS		113920	93993	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		17.73	ADAPTERS/SUPPLY LINE		113921	93539	10528.6220		REPAIR & MAINTENANCE SUPPLIES	NORTHVIEW POOL
		15.98	SPONGE SANDERS		113922	93234	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		47.96	PLASTER/PATCH/PL TAPE		113923	93077	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS

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
150698	6/10/2024		1911 MENARDS, INC-WEST ST PAUL						Continued...	
		45.97	WATER/SUNSCREEN		113924	93602	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		72.36	SHWRHD/ARM/CPLG/ADAPT		113925	93556	10528.6220		REPAIR & MAINTENANCE SUPPLIES	NORTHVIEW POOL
		27.28	PLIERS/CABLE TIE		113926	93538	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		19.99	FLEXIBLE FORM		113927	93535	20215.6520	227673	BUILDINGS AND STRUCTURE	GRANTS/DONATIONS PARK AND REC
		46.94	ROD/CHAIN		113928	93438	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		124.31	CEDAR/DRSTOPS/BOLT/PINS		113929	93483	20215.6520	227673	BUILDINGS AND STRUCTURE	GRANTS/DONATIONS PARK AND REC
		325.26	AIR HOSE REEL/PAIL/KNEEPADS		113930	93238	10320.6240		MINOR EQUIPMENT AND FURNITURE	PUBLIC WORKS
		12.57	COUPLING/NIPPLE		113931	93208	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		15.22	CPLG/NIPPLE/ELBOW		113932	93188	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		162.59	CAULK/MAT/BOARD/ROSIN PPR		113933	93936	20215.6520	227673	BUILDINGS AND STRUCTURE	GRANTS/DONATIONS PARK AND REC
		<u>1,434.78</u>								
150699	6/10/2024		1444 MIDWEST MACHINERY CO							
		293.89	BOLTS/SPINDLE #ZR2-21		113934	10034212	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>293.89</u>								
150700	6/10/2024		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		2,462.47	SURCHARGE MAY24		113985	MAY0371552024	10101.2083		SURCHARGES	GENERAL FUND
		<u>2,462.47</u>								
150701	6/10/2024		9298 NAPA NEWPORT							
		51.96	LED MINI BULBS/AIR FRESHNR		113935	2514-105112	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		166.66	AIR/OIL/FUEL/HYD FILTERS		113936	2514-105120	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		128.35	BATTERY/CORE		113937	2514-106102	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		12.16	HEADLIGHT PIGTAIL #A3		113938	2514-106456	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		930.60	BRAKE ROTOR/PADS/CALPR#346		113939	2514-106273	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		238.76	CALIPERS #346		113940	2514-106277	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		250.62	RETD CORES		113941	2514-106489	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>1,277.87</u>								
150702	6/10/2024		14383 NFI, INC.							
		9.99	COUPLING		113942	550070/5	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>9.99</u>								
150703	6/10/2024		2166 O'REILLY AUTO PARTS							
		68.94	PAG OIL #336		113943	1767-360294	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>68.94</u>								
150704	6/10/2024		14501 ORIGINAL WATERMEN							
		1,157.34	LIFEGUARD UNIFORMS		113944	88782	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL

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
150704	6/10/2024		14501 ORIGINAL WATERMEN						Continued...	
		1,157.34								
150705	6/10/2024		2240 PLUNKETT'S PEST CONTROL, INC.							
		31.16	PEST CONTROL-MCMORROW		113945	8563112	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		69.72	PEST CONTROL-KAPOSIA PARK		113946	8563703	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		104.00	PEST CONTROL-NORTHVIEW POOL		113947	8562643	10528.6371		REPAIRS & MAINT CONTRACTUAL	NORTHVIEW POOL
		87.98	PEST CONTROL-PUBLIC WORKS		113948	8560396	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		292.86								
150706	6/10/2024		2286 QUILL LLC							
		95.11	OFFICE SUPPLIES		113949	38575882	10420.6201		OFFICE SUPPLIES	CODE ENFORCEMENT
		95.11								
150707	6/10/2024		2752 RDO EQUIPMENT CO.							
		264.85	O-RING/FLTR/HEA/FUELLINE#305		113951	P5036801	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		264.85								
150708	6/10/2024		2389 SAINT PAUL PUBLISHING COMPANY							
		57.11	NM SR PH NEWSPPR JUN24		113952	33098	50677.6341		ADVERTISING	NAN MCKAY APT BLDG
		57.10	JC SR PH NEWSPPR JUN24		113952	33098	50678.6341		ADVERTISING	JOHN CARROLL APT BLDG
		114.21								
150709	6/10/2024		14502 SCHAFFER, NATHAN							
		91.96	SAFETY SHOE REIMB		113989	05/29/24	20243.6245		CLOTHING ALLOWANCE	DOUG WOOG ARENA
		91.96								
150710	6/10/2024		2506 SOUTH METRO FIRE DEPARTMENT							
		5,329.00	REIMB-MISC EQUIP/PS FUNDING		113958	0024395-IN	20212.6580	227684	OTHER EQUIPMENT	GRANTS/DONATIONS POLICE
		5,329.00								
150711	6/10/2024		5059 SOUTH ST PAUL STEEL SUPPLY CO INC							
		32.10	STEEL/RACK AT PAVILLION		113956	01170905	20215.6520	227673	BUILDINGS AND STRUCTURE	GRANTS/DONATIONS PARK AND REC
		36.00	STEEL/RACK AT PAVILLION		113957	01170919	20215.6520	227673	BUILDINGS AND STRUCTURE	GRANTS/DONATIONS PARK AND REC
		68.10								
150712	6/10/2024		4140 STANTEC CONSULTING SERVICES INC							
		9,327.35	SOIL SAMPLE@139 GRAND A E		113953	2235175	40490.6302		PROFESSIONAL SERVICES	CONCORD TIF
		9,327.35								
150713	6/10/2024		2558 STATE INDUSTRIAL PRODUCTS							

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150719	6/10/2024		2786 WATER CONSERVATION SERVICE INC.						Continued...	
150720	6/10/2024		2788 WATSON COMPANY							
		111.62-	CONCESS RTN-SLUSH BASE		113965	142141	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		3,012.69	NV CONCESS FOOD/SUPPLY		113966	142130	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		55.80	NV SLUSHI BASE		113967	142140	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		2,201.96	LORRAINE CONCESS FOOD/SUPP		113968	142131	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		249.00	LORRAINE CHEESE DISPENSER		113969	142132	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		55.80	LORRAINE SLUSHI BASE		113970	142139	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		<u>5,463.63</u>								
150721	6/10/2024		13833 WEST, GREGORY							
		200.00	JC AFTERHR ONCALL MAY24		113971	MAY2024	50678.6375.1		OTHER CONTR SVCS-KEYPERSON	JOHN CARROLL APT BLDG
		<u>200.00</u>								
150722	6/10/2024		2785 WM CORPORATE SERVICES, INC.							
		158.21	JC 30 YD DUMPSTER		113972	9089472-2282-8	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING	JOHN CARROLL APT BLDG
		<u>158.21</u>								
150723	6/10/2024		2849 XCEL ENERGY							
		173.05	WOOG OFFICE 4/28-5/28/24		113828	879412049	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		29.69	LGT @ 140 8TH A N		113829	879226211	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		8.59	SPEED UNIT @ 203 14TH		113830	879251308	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		124.85	UNIT LGT @ 497 CONCORD		113831	879187954	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		158.03	ST LGT @ 535 5TH A S		113832	879197857	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		13.13	UNIT LGT @ 159 3RD A S		113833	879149111	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		921.42	ELEC CHGS-681 VERDEROSA		113834	879363138	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		1,255.51	LIBRARY		113835	879312667	10330.6385		UTILITY SERVICE	BUILDINGS
		308.53	SPLASH POOL		113836	879311389	10527.6385		UTILITY SERVICE	SPLASH POOL
		177.18	NORTHVIEW POOL		113836	879311389	10528.6385		UTILITY SERVICE	NORTHVIEW POOL
		702.58	PARKS		113836	879311389	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		302.85	ST LGT UTILITY FUND		113836	879311389	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		641.21	KAPOSIA LANDING/800 BRYANT		113837	879363783	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		60.38	LGT BRYANT/922 CONCORD		113838	879426235	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		73.06	LGT @ 1129 19TH A N		113839	879408899	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		42.77	LGT 494/7TH-940 7TH A N		113840	879359916	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		72.61	LGT@400 WENTWORTH BY RDBT		113841	879337856	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		106.01	LGT 494/7TH-1020 7TH AVE		113842	879344925	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		223.14	PED WALKWAY LIGHTS		113843	879309700	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		87.51	LGT 555 HARDMAN/251 BRIDGEPT		113844	879349828	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		68.67	ELEC CHGS-228 HARDMAN		113845	879273798	50606.6385		UTILITY SERVICE	SEWER UTILITY

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150730	6/17/2024		9021 ATLAS STAFFING, INC.						Continued...	
		470.40	NM TEMP-ZUNIGA 5/31/24		114038	1306674	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		470.40	JC TEMP-ZUNIGA 5/31/24		114038	1306674	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		717.60	NM TEMP-MOUA 5/31/24		114039	1306675	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		717.60	JC TEMP-MOUA 5/31/24		114039	1306675	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>2,376.00</u>								
150731	6/17/2024		6733 BESTER BROS TRANSFER & STORAGE CO, INC							
		173.00	MOVE-LUCY TO ART STUDIO		114040	15786	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		<u>173.00</u>								
150732	6/17/2024		4615 BROADCAST MUSIC INC							
		856.00	LICENSEDUES&SUBSCRIP23-24		114146	53903405	10530.6471		DUES & SUBSCRIPTIONS	COMMUNITY AFFAIRS
		<u>856.00</u>								
150733	6/17/2024		7263 BRO-TEX CO., INC.							
		271.25	JC SCRIM 4 PLY WHITE		114006	569018	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>271.25</u>								
150734	6/17/2024		6670 BROTHERS FIRE & SECURITY							
		404.00	JC TIGHTENED DUCT COVER		114041	W33407	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		<u>404.00</u>								
150735	6/17/2024		14193 CADY BUILDING MAINTENANCE INC							
		5,110.00	CH -CLG SVC JUN24		114007	4989958	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		550.00	PW -CLNG SVC JUN24		114007	4989958	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		<u>5,660.00</u>								
150736	6/17/2024		1184 CINTAS CORPORATION #754							
		77.92	UNIFORMS/SHOP TOWELS		114009	4194749155	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		73.46	SAFETY RUGS		114120	4194917146	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		24.21	SAFETY MATS-LOBBY FD		114120	4194917146	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		<u>175.59</u>								
150737	6/17/2024		5701 CITY OF APPLE VALLEY							
		2,605.76	JAN-MAR24 TRAFFIC SAFETY		113993	Q2 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		<u>2,605.76</u>								
150738	6/17/2024		1187 CITY OF BURNSVILLE							
		2,244.03	JAN-MAR24 TRAFFIC SAFETY		113994	Q2 TRAFFIC	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE

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150746	6/17/2024		12521 COMPASS MINERALS AMERICA, INC.						Continued...	
150747	6/17/2024		2009 CORE & MAIN, LP							
		2,284.97	MJ TEE/PIPES/GASKET/T-HEAD		114084	U961573	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>2,284.97</u>								
150748	6/17/2024		14505 CREATE CONSTRUCTION LLC							
		84,574.70	MISC SIDEWALK REPAIRS		114012	PMT 1	40440.6302	202407	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		<u>84,574.70</u>								
150749	6/17/2024		1226 CULLIGAN WATER							
		709.05	SOFTNER SALT/WATER		114042	157-01458058-1	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		93.15	WATER SOFTENER SALT		114085	157-98478332-2	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
						5/31/24				
		<u>802.20</u>								
150750	6/17/2024		10710 CURBSIDE LANDSCAPE & IRRIGATION							
		214.00	SPRING FERTILIZE GRANDVIEW		114013	290653	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		458.00	SPRING FERTILIZE HARMON		114014	290654	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		1,513.00	SPRING FERTILIZE VETS		114015	290655	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		108.00	SPRING FERTILIZE LAWSHE		114016	290656	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		199.00	SPRING FERTILIZE SPRUCE		114017	290657	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		108.00	SPRING FERTILIZE PUMP#3		114018	290658	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		372.00	SPRING FERT 23RD&BROMLEY		114019	290659	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		108.00	SPRING FERTILIZE SUMMIT		114020	290660	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		143.00	SPRING FERT WTR TWR#2		114021	290669	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		314.00	SPRING FERT WTR TWR #3		114022	290670	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		108.00	SPRING FERT PUBLIC WORKS		114023	290671	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		372.00	SP FERT CONVER TENNIS CTS		114024	290672	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		160.00	SPRING FERTILIZE PUMP#8		114025	290661	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		108.00	SPRING FERTILIZE ARENA		114026	290662	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		119.00	SPR FERT WTR TWR#1		114027	290668	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		108.00	SPR FERT WTR TWR#4		114028	290663	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		108.00	3RD AVE BLVD/GRAND		114029	290664	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		214.00	SP FERT SIMONS REVINE		114030	290665	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		244.00	SPRING FERT PUMP#7		114031	290667	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		1,773.00	SPRING FERT KAPOSIA LANDG		114032	290649	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		3,089.00	SPR FERT MCMORROW FLD		114033	290650	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		1,197.00	SPR FERT JEFFERSON FLD		114034	290651	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		108.00	SPR FERT CH/LIBRARY		114035	290673	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		108.00	SP FERTILIZE PUMP#1		114036	290637	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY

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150750	6/17/2024		10710 CURBSIDE LANDSCAPE & IRRIGATION						Continued...	
		108.00	PUMP HOUSE #2		114139	290666	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		<u>11,461.00</u>								
150751	6/17/2024		4905 DAKOTA COUNTY SHERIFF'S OFFICE							
		5,105.20	JAN-MAR24 TRAFFIC SAFETY		113996	Q2 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		<u>5,105.20</u>								
150752	6/17/2024		5585 EAGAN POLICE DEPARTMENT							
		7,325.95	JAN-MAR24 TRAFFIC SAFETY		113997	Q2 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		<u>7,325.95</u>								
150753	6/17/2024		1326 EARL F. ANDERSEN, INC							
		200.55	PATIO SIGNS-KAPOSIA PAVILLION		114044	0136262-IN	20215.6520	227673	BUILDINGS AND STRUCTURE	GRANTS/DONATIONS PARK AND REC
		<u>200.55</u>								
150754	6/17/2024		14488 ESA MANAGEMENT L.L.C.							
		6,277.00	PLUMB PRJ RELOCATE		114045	1554885970	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>6,277.00</u>								
150755	6/17/2024		4725 FIRST SUPPLY LLC - TWIN CITIES							
		7.98	BLACK MARKERS		114046	3603521-00	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		39.96	FURNACE FILTERS		114047	3603534-00	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		43.32	FURNACE FILTERS		114048	3605927-00	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		<u>91.26</u>								
150756	6/17/2024		1428 FORCE AMERICA DISTRIBUTING, LLC							
		438.17	COVER PLATE/PARKING STATION		114049	IN001-1827385	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>438.17</u>								
150757	6/17/2024		14449 FRERICHS CONSTRUCTION COMPANY							
		463,210.50	JC CONST PH MAY24		114117	2	50678.6560	229901	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		<u>463,210.50</u>								
150758	6/17/2024		1473 GERTEN GREENHOUSES INC. - 446133							
		30.84	BLOOMING PARK/GRANDVIEW S		114053	100350/1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		<u>30.84</u>								
150759	6/17/2024		1505 GRAINGER							

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150759	6/17/2024		1505 GRAINGER						Continued...	
		90.95	BALL BEARINGS #1550D		114050	9126767087	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		432.21	HYDR DOOR CLOSER		114051	9127837632	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		51.52	PLEATED AIR FILTERS		114052	9135099423	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		<u>574.68</u>								
150760	6/17/2024		11834 GUARDIAN SUPPLY LLC							
		254.97	38-PANTSEX3		114054	18346	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>254.97</u>								
150761	6/17/2024		1546 HANCO CORPORATION							
		95.96	SNAP IN VALVE/WEIGHTS		114055	116226-00	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>95.96</u>								
150762	6/17/2024		1556 HAWKINS, INC.							
		1,921.17	POOL CHEMICALS		114056	6765422	10527.6220		REPAIR & MAINTENANCE SUPPLIES	SPLASH POOL
		1,921.16	POOL CHEMICALS		114056	6765422	10528.6220		REPAIR & MAINTENANCE SUPPLIES	NORTHVIEW POOL
		<u>3,842.33</u>								
150763	6/17/2024		1560 HEALTHPARTNERS							
		1,105.83	DENTAL PREMIUM JULY 2024		114057	767358158098	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		11.17	RETRO ADJ MAY24		114057	767358158098	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		<u>1,094.66</u>								
150764	6/17/2024		3686 IMPACT PROVEN SOLUTIONS							
		2,247.31	MAIL PORCESSING MAY24		114060	211186	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		1,358.00	INCL WTR SVC LINE INSERTS		114060	211186	50600.6302		PROFESSIONAL SERVICES	UTILITY ADMINISTRATION
		<u>3,605.31</u>								
150765	6/17/2024		14295 INFINITE HEALTH COLLABORATIVE, PA							
		750.00	HEART EXAM X3		114058	TCOINV08334	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		325.00	CARDIOLOGIST CONSULT		114058	TCOINV08334	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		300.00	CCS X3		114058	TCOINV08334	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		250.00	INSTRUCTOR FEE		114059	TCOINV07761	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		<u>1,625.00</u>								
150766	6/17/2024		1667 INVER GROVE FORD							
		348.70	RPR RECALL/TIRE PATCH#2151		114061	6412614	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		80.49	RPR WARR/FILTER #2155		114062	6413283	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		15.81	ELEMENT#346		114063	5344570	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		317.34	TPMS SENSORS		114064	5344900	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

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150766	6/17/2024		1667 INVER GROVE FORD						Continued...	
		352.24	WEATHERTECH LINERS #324		114065	5344488	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>1,114.58</u>								
150767	6/17/2024		12520 INVER GROVE HEIGHTS PARKS AND RECREATION							
		5,380.62	JAN-MAR24 TRAFFIC SAFETY		114000	Q2 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		<u>5,380.62</u>								
150768	6/17/2024		14318 I-STATE TRUCK CENTER, INC.							
		19.20	TUBES/SEALS		114066	C242874447:01	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		55.74	RETD SWITCH ASSY #336		114067	C242873625:01	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		78.30	SWITCH ASSY		114068	C242873559:01	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>41.76</u>								
150769	6/17/2024		14516 JACOBSEN, CAROL							
		500.00	PLUMB PRJ PH 5 STIPEND		114144	JCAPT1308	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
150770	6/17/2024		14508 K & S HEATING HOLDINGS INC.							
		40.00	RFD ELEC PERMIT-913 9TH A S		114069	SS043048	10420.4266		ELECTRICAL	CODE ENFORCEMENT
		1.00	STATE SURCHARGE		114069	SS043048	10101.2083		SURCHARGES	GENERAL FUND
		5.00	ADMIN SVC FEE		114069	SS043048	10420.4493		OTHER CHARGE FOR SERVICE - COM	CODE ENFORCEMENT
		<u>36.00</u>								
150771	6/17/2024		7503 KWIK TRIP, INC.							
		739.22	FUEL-ARPORT		114070	06022024	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		4,619.73	FUEL-PUBLIC WORKS		114070	06022024	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		7,946.21	FUEL-POLICE		114070	06022024	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		863.20	FUEL-ENG/CODE/P&R		114070	06022024	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		<u>14,168.36</u>								
150772	6/17/2024		13667 LUCAS, JEFF							
		500.00	PLUMB PRJ PH 5 STIPEND		114142	JCAPT1208	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
150773	6/17/2024		14514 MADRID, MATILDE							
		500.00	PLUMB PRJ PH 5 STIPEND		114141	JCAPT308	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
150774	6/17/2024		13985 MARTIN MARIETTA MATERIALS							

CITY OF SOUTH ST PAUL
 Council Check Register by GL
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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
150774	6/17/2024		13985 MARTIN MARIETTA MATERIALS						Continued...	
		110.18	ASPHALT FOR AIRPORT		114072	42521957	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		<u>110.18</u>								
150775	6/17/2024		8425 MED COMPASS							
		1,250.00	HEARING TEST		114073	45461	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		<u>1,250.00</u>								
150776	6/17/2024		1444 MIDWEST MACHINERY CO							
		549.14	RPR BROKE WIRES #3046R-18		114074	10060721	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		902.36	O-RING/AC COMPRSSR#3046R		114076	10060886	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		297.45	SPINDLE		114077	10044805	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		139.77	BALL JOINT SOCK #3046R		114078	10052872	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		474.92	RETD PARTS		114079	10044884	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>1,413.80</u>								
150777	6/17/2024		1988 MINNESOTA DEPARTMENT OF HEALTH							
		16,623.00	2ND QTR 24 CONNECT FEE		114086	2ND QTR-2024	50605.6395		PAYMENT TO STATE WATER	WATER UTILITY
		<u>16,623.00</u>								
150778	6/17/2024		6332 MINNESOTA DEPARTMENT OF TRANSPORTATION							
		1,661.74	MATERIAL TEST/INSPECT		114118	P00018504	40432.6530	201611	IMPR OTHER THAN BUILDING	2016 LOCAL IMPROVEMENTS
		<u>1,661.74</u>								
150779	6/17/2024		2005 MINNESOTA LOCKS							
		87.00	DEADBOLT/KEY		114075	101131123	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>87.00</u>								
150780	6/17/2024		13931 MINNESOTA MULTI HOUSING ASSOCIATION							
		359.00	2024 WORK TOGETHER CONF		114081	301015	50678.6331		CONFERENCES, TRAINING, TRAVEL	JOHN CARROLL APT BLDG
		<u>359.00</u>								
150781	6/17/2024		13765 NAC							
		240.00	READING WEBSITE RELOAD		114087	225631	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		<u>240.00</u>								
150782	6/17/2024		4848 NDC4							
		8,806.00	PARTNER SHARE 2023		114145	6624-D	10120.6302		PROFESSIONAL SERVICES	CITY ADMINISTRATION
		<u>8,806.00</u>								
150783	6/17/2024		14383 NFI, INC.							

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150791	6/17/2024		2464 SHORT ELLIOTT HENDRICKSON INC						Continued...	
		9,961.45	WATER TRTMNT CONSTRUCT		114097	464267	50605.6302	202311	PROFESSIONAL SERVICES	WATER UTILITY
		<u>9,961.45</u>								
150792	6/17/2024		14515 THOMAS, PAYTON							
		500.00	PLUMB PRJ PH 5 STIPEND		114143	JCAPT208	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
150793	6/17/2024		5754 TOTAL MECHANICAL SERVICES, INC							
		2,225.00	QTRLY 6/1-8/31/24 AMMONIA		114099	PM5303	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		<u>2,225.00</u>								
150794	6/17/2024		11670 TRENCHERS PLUS, INC							
		174.37	EMERG SWITCH #SG1		114100	IT09663	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>174.37</u>								
150795	6/17/2024		2693 TWIN CITY JANITOR SUPPLY, INC.							
		157.00	SNGL PLY-CRACK SEALING		114101	182521	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		78.50	CRACK SEALING@PARKS		114101	182521	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>235.50</u>								
150796	6/17/2024		4334 UNIVERSITY OF MINNESOTA							
		612.50	GUN RANGE RENTAL		114096	0430007593	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		<u>612.50</u>								
150797	6/17/2024		2744 VAN PAPER COMPANYY							
		235.25	PAPER TOWELS		114102	072484	10330.6210		OPERATING SUPPLIES	BUILDINGS
		375.19	DISPENSERS&SOAP-PARKS		114103	072835	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>610.44</u>								
150798	6/17/2024		14020 WHITE CAP LP							
		3,393.00	ROADSAVER		114104	50026709252	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		<u>3,393.00</u>								
150799	6/17/2024		2785 WM CORPORATE SERVICES, INC.							
		1,660.40	NM GARBAGE MAY24		114105	0169392-4166-3	50677.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING NAN MCKAY APT BLDG	
		1,007.76	JC GARBAGE MAY24		114106	0169347-4166-7	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING JOHN CARROLL APT BLDG	
		<u>2,668.16</u>								
150800	6/17/2024		2844 WSB & ASSOC INC							
		45,060.75	CONCORD EXH IMP PRJ APR24		114107	R-023128-000-11	40440.6302	202401	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS

CITY OF SOUTH ST PAUL
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150800	6/17/2024		2844 WSB & ASSOC INC						Continued...	
		5,671.25	SEIDL5 TR/SHORE/HABIT APR24		114108	R-022116-000-16	50610.6530	202115	IMPR OTHER THAN BUILDING	STORM WATER UTILITY
		1,508.00	2023/24 MSR SVCS MARCH24		114109	R-022386-000-7	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		1,034.75	2023/24 MS4 SVCS APRIL24		114110	R-022386-000-8	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		111.50	2023/24 MSR SVCS DEC23		114111	R-022386-000-5	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		41,916.50	CONCORD EXCH IMP PRJ MAR24		114112	R-023128-000-10	40440.6302	202401	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		1,435.00	PROFESS FORESTRY ASSIST		114138	R-025193-000-1	10320.6302		PROFESSIONAL SERVICES	PUBLIC WORKS
		<u>96,737.75</u>								
150801	6/17/2024		2849 XCEL ENERGY							
		22.53	NM ELEC MAY24		114113	880484145	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		5,578.14	NM ELEC MQY24		114113	880484145	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		725.83	NM NATURAL GAS MAY24		114113	880484145	50677.6385.2		UTILITY SERVICE-GAS	NAN MCKAY APT BLDG
		285.78	NON RECURRING CHARGES		114113	880484145	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		8,299.00	JC ELEC MAY24		114113	880484145	50678.6385.1		UTILITY SERVICE-ELECTRIC	JOHN CARROLL APT BLDG
		471.78	JC NATURAL GAS MAY24		114113	880484145	50678.6385.2		UTILITY SERVICE-GAS	JOHN CARROLL APT BLDG
		10.15	LGTS-TRLHEAD-675 VERDEROSA		114114	879598873	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		52.96	POLICE		114115	880270410	10210.6385		UTILITY SERVICE	POLICE PROTECTION
		1,132.66	CITY HALL		114116	880268876	10330.6385		UTILITY SERVICE	BUILDINGS
		137.53	ST LGT UTILTIY FUND		114116	880268876	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		<u>16,716.36</u>								
801048	6/10/2024		3632 BOLTON & MENK, INC.							
		5,583.00	MARIE FED AID PRELIM DSGN		113859	0335905	40436.6302	202405	PROFESSIONAL SERVICES	2020 LOCAL IMPROVEMENTS
		171.00	MARIE PH 2&3 -FUNDING APP		113860	0335904	10315.6302		PROFESSIONAL SERVICES	ENGINEERING
		6,054.50	7TH/494 CONST/STAKE/ADMIN		113861	0335903	40439.6302	202312	PROFESSIONAL SERVICES	2023 LOCAL IMPROVEMENTS
		<u>11,808.50</u>								
801049	6/10/2024		2289 R&R SPECIALTIES OF WISCONSIN, INC.							
		65.00	ZAMBONI BLADE SHARPENING		113950	0082133-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		<u>65.00</u>								
801050	6/14/2024		1818 LELS LOCAL 95							
		98.00			114131	061224813393	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>98.00</u>								
801051	6/14/2024		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		921.48			114133	061224813395	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>921.48</u>								
801052	6/14/2024		2243 POLICE FLOWER FUND							

CITY OF SOUTH ST PAUL
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801052	6/14/2024		2243 POLICE FLOWER FUND						Continued...	
		40.00			114126	0612248133914	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>40.00</u>								
801053	6/17/2024		1240 DAKOTA COMMUNICATIONS CENTER							
		3,395.66	JAN-MAR24 TRAFFIC SAFETY		113995	Q2 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		50,679.00	JUNE DISPATCH DUES		114043	SO2024-07	10210.6305		DISPATCH SERVICES	POLICE PROTECTION
		<u>54,074.66</u>								
801054	6/17/2024		1825 LEVANDER, GILLEN & MILLER PA							
		1,500.00	MAY 24 LEGAL		114071	05-31-24-41000E	10130.6306		PROFESSIONAL SVCS - RETAINER	CITY ATTORNEY
		7,113.32	MAY 24 LEGAL		114071	05-31-24-41000E	10130.6302		PROFESSIONAL SERVICES	CITY ATTORNEY
		72.25	MAY 24 LEGAL		114071	05-31-24-41000E	10101.2205	100225	DEPOSITS	GENERAL FUND
		294.00	MAY 24 LEGAL		114071	05-31-24-41000E	20245.6302		PROFESSIONAL SERVICES	AIRPORT
		70.00	MAY 24 LEGAL		114071	05-31-24-41000E	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		56.00	MAY 24 LEGAL		114071	05-31-24-41000E	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		<u>9,105.57</u>								
801055	6/17/2024		2585 STREICHER'S - MINNEAPOLIS							
		1,668.90	41-BALLISTIC VEST		114098	11701475	10210.6245	227599	CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>1,668.90</u>								
2024166	5/31/2024		10755 OPTUM							
		2,303.03			113764	0529248020612	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		<u>2,303.03</u>								
2024167	6/3/2024		6037 HEALTHPARTNERS-DENTAL							
		779.48	DENTAL CLAIMS PAID		113990	05/23/24-05/29/24	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>779.48</u>								
2024168	6/3/2024		10755 OPTUM							
		309.05	HRA REIMBURSEMENT 2024		113992	528554203	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>309.05</u>								
2024169	6/11/2024		5900 FP MAILING SOLUTIONS							
		2,000.00	POSTAGE		114147	TDC#600069876-5	10101.1610		PREPAID POSTAGE	GENERAL FUND
		<u>2,000.00</u>				40				

CITY OF SOUTH ST PAUL
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		1,426,382.38	Grand Total							
							<u>Payment Instrument Totals</u>			
							Checks	1,141,269.37		
							EFT Payments	207,330.90		
							A/P ACH Payment	<u>77,782.11</u>		
							Total Payments	1,426,382.38		



CITY COUNCIL AGENDA REPORT
DATE: JUNE 17, 2024
DEPARTMENT: CITY CLERK
Prepared by: Deanna Werner
ADMINISTRATOR: RG

8-C

AGENDA ITEM: Business Licenses

ACTION TO BE CONSIDERED:

Motion to adopt attached list, approving Business Licenses.

OVERVIEW:

Municipal Code requires that all licenses are approved by the City Council and subject to submittal of insurance certificates, forms and background investigation, when required, prior to issuance.

The attached listing contains new and/or renewal applications which have been applied for since the last City Council Meeting. These licenses will expire as indicated on the attached report.

SOURCE OF FUNDS:

N/A

City of South St Paul City Council Report

<u>ID</u>	<u>Company</u>	<u>License #</u>	<u>License Type</u>	<u>Status</u>	<u>Issued</u>	<u>Expires</u>	<u>Address</u>	<u>Complex</u>	<u>Council</u>
10080	Al's Corral Bar, Inc.	00014295	Entertainment	A	06/03/2024	05/31/2025	440 Concord Exchange S		06/17/2024
10080	Al's Corral Bar, Inc.	00014130	On Sale Intoxicating Liquor 2nd half	A	06/03/2024	12/31/2024	440 Concord Exchange S		06/17/2024
15323	Denise McCormick Petrie	00014943	Rental Housing	A	04/12/2024	05/31/2025	318 10th Ave S		06/17/2024
14237	Alicia Mason	00014418	Rental Housing	A	06/03/2024	05/31/2025	247 11th Ave N		06/17/2024
15287	Pamela Sue Enlund	00014923	Rental Housing	A	06/04/2024	05/31/2025	215 11th Ave S		06/17/2024
14986	JMW Investments, LLC	00014404	Rental Housing	A	05/16/2024	05/31/2025	120 12th Ave S		06/17/2024
14484	St, Paul Real Estate LLC	00014435	Rental Housing	A	05/29/2024	05/31/2025	138 13th Ave N		06/17/2024
14348	Sean Arco	00014438	Rental Housing	A	06/03/2024	05/31/2025	303 13th Ave S		06/17/2024
14670	FYR SFR Borrower, LLC	00014406	Rental Housing	A	05/31/2024	05/31/2025	643 14th Ave N		06/17/2024
15452	Rachael Lyn Hundley	00015048	Rental Housing	A	06/03/2024	05/31/2025	125 14th Ave S		06/17/2024
14751	Ralows Rentals, LLC	00014700	Rental Housing	A	06/11/2024	05/31/2025	353 14th Ave S		06/17/2024
14886	Christopher Boline	00014726	Rental Housing	A	05/31/2024	05/31/2025	629 15th Ave N		06/17/2024
14068	Daniel John Dombmeyer	00014445	Rental Housing	A	06/04/2024	05/31/2025	131-133 15th Ave S		06/17/2024
11896	Image Management & Maintenance, LLC	00014446	Rental Housing	A	05/17/2024	05/31/2025	536-538 16th Ave N		06/17/2024
15617	Debra Callahan	00015205	Rental Housing	A	05/22/2024	05/31/2025	704 16th Ave N		06/17/2024
15303	Lacie Boettcher	00014933	Rental Housing	A	06/03/2024	05/31/2025	752 16th Ave N		06/17/2024
14484	St, Paul Real Estate LLC	00014704	Rental Housing	A	05/29/2024	05/31/2025	436 17th Ave N		06/17/2024
12066	Carole C. Bromley	00014452	Rental Housing	A	06/10/2024	05/31/2025	754 17th Ave N		06/17/2024
15167	River Oak Properties LLC	00014853	Rental Housing	A	06/03/2024	05/31/2025	903 18th Ave N		06/17/2024
14889	Jesus & Carmen Sanchez	00014727	Rental Housing	A	05/31/2024	05/31/2025	155-157 18th Ave S		06/17/2024
15137	Tou Long Lee	00014842	Rental Housing	A	05/31/2024	05/31/2025	326 1st Ave S		06/17/2024
15173	HNN Properties LLC	00014856	Rental Housing	A	05/31/2024	05/31/2025	336 1/2 1st Ave S		06/17/2024
15125	Blanca Estela Grijalva	00014834	Rental Housing	A	05/08/2024	05/31/2025	950 20th Ave N		06/17/2024
15379	Windy J Deng	00014984	Rental Housing	A	05/30/2024	05/31/2025	852-854 21st Ave N	Windy J Deng	06/17/2024
15495	Mykola Lagutin	00015108	Rental Housing	A	05/31/2024	05/31/2025	216 2nd Ave S		06/17/2024
15310	Blessing Oluwagbemisola Ogunyemi	00014936	Rental Housing	A	05/31/2024	05/31/2025	224 2nd Ave S	Housing with Services - Grandfathered to 6	06/17/2024
14046	Naomi Bell	00014489	Rental Housing	A	06/10/2024	05/31/2025	241 2nd Ave S		06/17/2024

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>
15232	Olugbenga Olatunji Fatogun	00014384	Rental Housing	A	06/04/2024	05/31/2025	331 2nd Ave S		06/17/2024
12106	Rose E. Dullinger	00014499	Rental Housing	A	05/22/2024	05/31/2025	1304 2nd St N		06/17/2024
14571	Richard Finger	00014657	Rental Housing	A	05/15/2024	05/31/2025	416 3rd Ave S		06/17/2024
14405	Daniel Schwingle	00014507	Rental Housing	A	05/31/2024	05/31/2025	549 3rd Ave S		06/17/2024
11918	Robert E. Bray	00014685	Rental Housing	A	05/23/2024	05/31/2025	637 3rd Ave S		06/17/2024
11786	Jeffrey J. Krumrie	00014800	Rental Housing	A	05/24/2024	05/31/2025	137 4th Ave S		06/17/2024
15335	Hanh Thuy Tuyet Nguyen	00015024	Rental Housing	A	05/24/2024	05/31/2025	227 4th Ave S		06/17/2024
15538	Caleb Spore	00015123	Rental Housing	A	06/04/2024	05/31/2025	215 5th Ave N		06/17/2024
15262	Peter Trebuschnoj	00014377	Rental Housing	A	06/07/2024	05/31/2025	105 5th Ave S		06/17/2024
12034	Top One Properties, LLC	00014526	Rental Housing	A	05/07/2024	05/31/2025	1136 5th Ave S		06/17/2024
15436	Bunny Dragon Holdings	00015039	Rental Housing	A	06/03/2024	05/31/2025	356 5th Ave S		06/17/2024
15622	Jonathan David Gamble	00015211	Rental Housing	A	05/30/2024	05/31/2025	226 6th Ave S		06/17/2024
15183	Taylor Arielle Benedict	00014862	Rental Housing	A	06/03/2024	05/31/2025	1047 7th Ave S		06/17/2024
14310	Raymond Grosberg	00014534	Rental Housing	A	06/03/2024	05/31/2025	127 7th Ave S		06/17/2024
15216	Woodbury Rentals, LLC	00014887	Rental Housing	A	05/31/2024	05/31/2025	128 7th Ave S		06/17/2024
15391	1442 Holdings, LLC	00014988	Rental Housing	A	06/05/2024	05/31/2025	1442 7th Ave S	1442 Holdings, LLC	06/17/2024
15455	Jacquelline Nichole Bredehoft	00015091	Rental Housing	A	05/31/2024	05/31/2025	255 7th Ave S		06/17/2024
14670	FYR SFR Borrower, LLC	00014694	Rental Housing	A	05/31/2024	05/31/2025	813 7th Ave S		06/17/2024
15167	River Oak Properties LLC	00014966	Rental Housing	A	06/03/2024	05/31/2025	1156 8th Ave S		06/17/2024
15623	Samuel Tusha	00015212	Rental Housing	A	06/03/2024	05/31/2025	1440 8th Ave S		06/17/2024
15111	Woodbury Rentals LLC	00014830	Rental Housing	A	05/31/2024	05/31/2025	356 8th Ave S		06/17/2024
15001	Beowulf Properties, LLC	00014776	Rental Housing	A	06/05/2024	05/31/2025	349 9th Ave S		06/17/2024
14293	Patrick Dennis Bray	00014557	Rental Housing	A	06/04/2024	05/31/2025	730-732 9th St S		06/17/2024
13611	Mark Cemensky	00014561	Rental Housing	A	06/04/2024	05/31/2025	321 Bircher Ave		06/17/2024
13611	Mark Cemensky	00014907	Rental Housing	A	06/04/2024	05/31/2025	214 Buron Ln		06/17/2024
15422	Michael Strunk	00015028	Rental Housing	A	05/28/2024	05/31/2025	220-222 Buron Ln	Michael Strunk	06/17/2024
15396	Jordan K. Blank	00015001	Rental Housing	A	05/31/2024	05/31/2025	2116 Conver Ave		06/17/2024
15464	Lindsay Christine Gammon	00015058	Rental Housing	A	06/03/2024	05/31/2025	615 Dwane St		06/17/2024

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>
15539	True North Homes	00015124	Rental Housing	A	06/04/2024	05/31/2025	1554 Lincoln Park Dr		06/17/2024
15423	Samuel Frederick Ross	00015029	Rental Housing	A	05/23/2024	05/31/2025	959 Logan Ln	Sam Ross	06/17/2024
14552	Shane Fine	00014761	Rental Housing	A	06/03/2024	05/31/2025	120 Poplar St W		06/17/2024
15624	Jonathan Leroy Arnold	00015213	Rental Housing	A	06/04/2024	05/31/2024	207-209 Poplar St W		06/17/2024
14842	Rene Beau Heidelberg	00015092	Rental Housing	A	06/06/2024	05/31/2025	246 Poplar St W		06/17/2024
15392	John Brandon Dvorak	00014989	Rental Housing	A	06/07/2024	05/31/2025	1615 Southview Blvd		06/17/2024
11821	Alan J. Challberg	00014624	Rental Housing	A	05/08/2024	05/31/2025	1825-1827 Southview Blvd		06/17/2024
15618	Adrian Ramos-Noguez	00015206	Rental Housing	A	05/22/2024	05/31/2025	249 Spruce St E		06/17/2024
13612	Lime Tri Peroprties LLC	00014629	Rental Housing	A	06/12/2024	05/31/2025	665-667 Stewart Ave		06/17/2024
14751	Ralows Rentals, LLC	00014387	Rental Housing	A	06/11/2024	05/31/2025	122 Warburton St W		06/17/2024
15442	10 MABC Portfolio, LLC	00015041	Rental Housing	A	06/03/2024	05/31/2025	1522 Waterloo Ave	10 MABC Portfolio, LLC	06/17/2024
15368	Connor Norris Rose	00014976	Rental Housing	A	05/07/2024	05/31/2025	1603 Willis Ave		06/17/2024
15032	10 MABC Portfolio, LLC	00014801	Rental Housing Multi Family Dwelling (4+)	A	06/03/2024	05/31/2025	358 2nd Ave S		06/17/2024
15150	Heritage Crest Apartments, LLC	00014399	Rental Housing Multi Family Dwelling (4+)	A	05/08/2024	05/31/2025	235 3rd Ave S	Heritage Crest Apartments	06/17/2024
15150	Heritage Crest Apartments, LLC	00014401	Rental Housing Multi Family Dwelling (4+)	A	05/08/2024	05/31/2025	241 3rd Ave S	Heritage Crest Apartments	06/17/2024
12050	Ronald T. Saver, Jr.	00014524	Rental Housing Multi Family Dwelling (4+)	A	05/31/2024	05/31/2025	801 5th Ave S		06/17/2024
11945	Craig H. Kelm	00014536	Rental Housing Multi Family Dwelling (4+)	A	05/22/2024	05/31/2025	300 7th Ave S		06/17/2024
15449	SSP QOZB II LLC	00015139	Rental Housing Multi Family Dwelling (4+)	A	05/31/2024	05/31/2025	225 Concord Exchange N	The Backyards	06/17/2024
15325	Western Asset Company LLC	00014945	Rental Housing Multi Family Dwelling (4+)	A	05/29/2024	05/31/2025	1009 Concord St N		06/17/2024
15140	Lang Lang Guo	00014843	Rental Housing Multi Family Dwelling (4+)	A	06/06/2024	05/31/2025	1300 Highland Ave		06/17/2024
12050	Ronald T. Saver, Jr.	00014605	Rental Housing Multi Family Dwelling (4+)	A	05/31/2024	05/31/2025	1201 Marie Ave		06/17/2024
12050	Ronald T. Saver, Jr.	00014602	Rental Housing Multi Family Dwelling (4+)	A	05/31/2024	05/31/2025	814 Marie Ave		06/17/2024

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>
11945	Craig H. Kelm	00014603	Rental Housing Multi Family Dwelling (4+)	A	05/22/2024	05/31/2025	822 Marie Ave		06/17/2024
15297	Lang Lang Guo	00014931	Rental Housing Multi Family Dwelling (4+)	A	06/06/2024	05/31/2025	930 Summit Ave		06/17/2024
10096	Tennis Sanitation, LLC	00015214	Solicitor (Company)	A	06/12/2024	05/31/2025	720 4th St N		06/17/2024
15497	Southwestern Advantage	00015215	Solicitor (Individual)	A	06/12/2024	05/31/2025	413 7th Ave S		06/17/2024

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>
15147	Triple Shift Entertainment, LLC	00015217	Special Event	A	06/17/2024	06/30/2024	365 Concord Exchange N	Kaposia Days Wrestling Event	06/17/2024



CITY COUNCIL AGENDA REPORT

DATE: JUNE 17, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: _____

8-D

AGENDA ITEM: South St. Paul Animal Hospital Conditional Use Permit Second Extension

ACTIONS TO BE CONSIDERED:

Approve Resolution 2024-77 for an extension of a Site Plan Approval and Conditional Use Permits for the South St. Paul Animal Hospital multitenant commercial building.

OVERVIEW:

On June 20, 2022, the City Council approved a site plan and conditional use permits for the construction of a new 12,343 square foot multitenant commercial building on Concord Exchange. The new building would be located directly north of Al's Corral at 440 Concord Exchange South and is being constructed on land that is being purchased from the South St. Paul Economic Development Authority (EDA). South St. Paul Animal Hospital is planning to relocate to the new building and there will also be room for additional tenants.

When the City approves a conditional use permit, the Applicant has one (1) year to substantially begin improvements or else the conditional use permit expires. The City Council granted a 1-year extension in 2023 because the project ran into delays due to issues with construction bidding and supply chain delivery commitments. With the extension, the Applicant had until June 20, 2024 to begin construction.

The Applicant will be closing on the property within the next month and plans to begin construction later this summer. The Applicant is requesting another extension to the conditional use permits and site plan approval because they will not be able to break ground prior to the conditional use permit's current expiration date of June 20th.

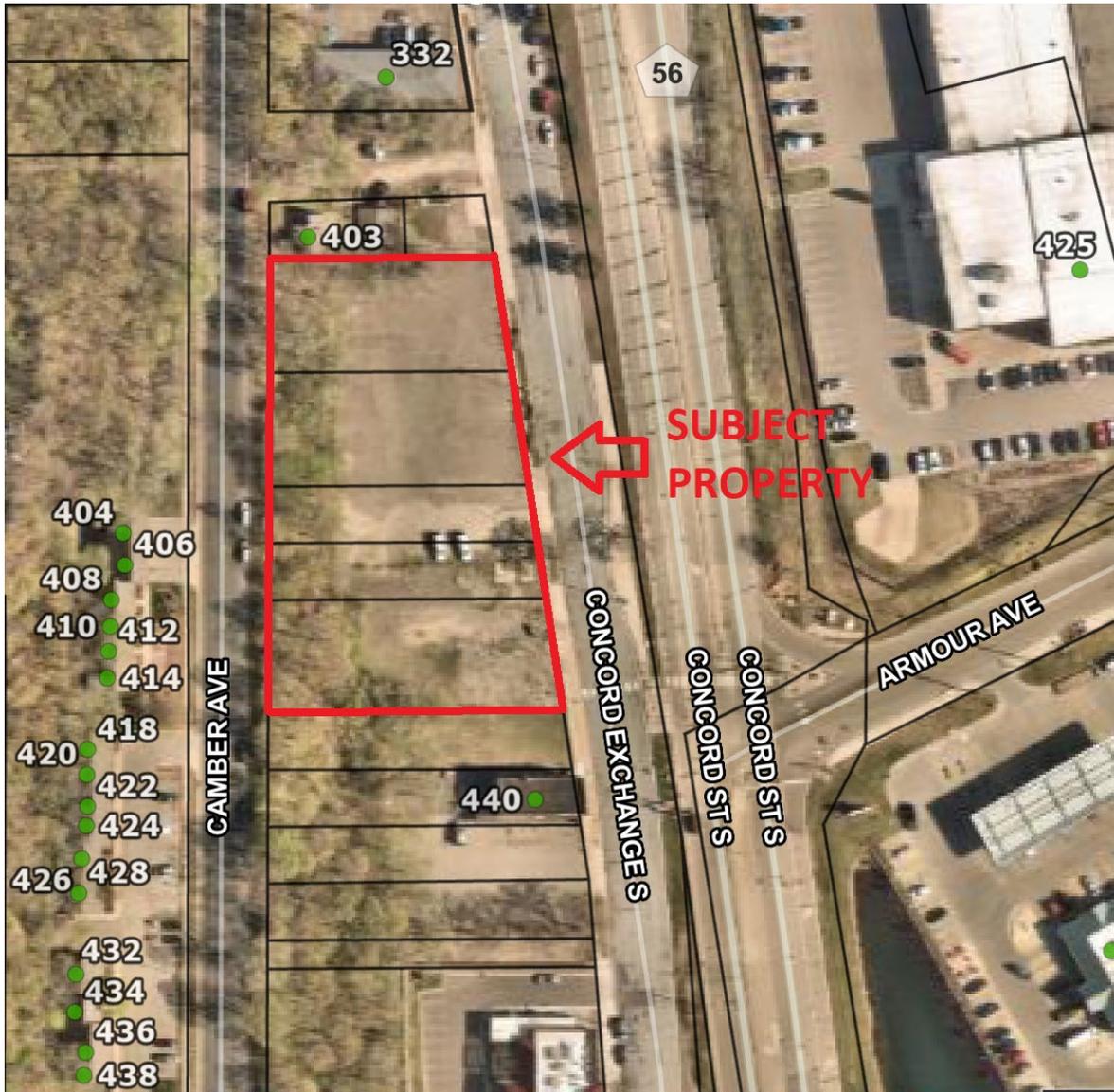
STAFF RECOMMENDATION:

Staff recommend adoption of Resolution 2024-77 which would extend the termination deadline for the South St. Paul Animal Hospital Multitenant Commercial Building Site Plan and Conditional Use Permits until June 20, 2025.

ATTACHMENTS:

- A. Site Location Map
- B. Site and Building Plans
- C. Existing Conditional Use Permit
- D. CUP Extension Request

ATTACHMENT A
SITE LOCATION MAP



**ATTACHMENT C
EXISTING CONDITIONAL USE PERMIT**

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2022-88

**A RESOLUTION APPROVING A SITE PLAN AND CONDITIONAL USE PERMITS
FOR THE SOUTH ST. PAUL ANIMAL HOSPITAL MULTI-TENANT COMMERCIAL
BUILDING**

WHEREAS, the City received an application from David Abramowicz, on behalf of Blue River Holdings, requesting the following approvals:

- A Site Plan Review for a roughly 12,343 square foot multitenant commercial building.
- A Conditional Use Permit for a Medical Use for Animals
- A Conditional Use Permit for Pet Grooming (which is similar to other allowed uses in the zoning district)
- A Conditional Use Permit for Exterior Light Sources that are Higher than 16 Feet Off the Ground

WHEREAS, the subject property is located directly north of 440 Concord Exchange South (“the Property”); and is legally described as follows:

(See Exhibit A)

WHEREAS, the Planning Commission held a public hearing on the application at their May 4, 2022 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission recommended approval (5-0) of the application at their May 4, 2022 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 May 4, 2022 regarding this matter are hereby adopted and included herein by reference including the following attachments:
 - a. Site Location Map
 - b. Aerial Photograph of Existing Conditions
 - c. Photographs of Proposed Development Site

- d. Applicant's Narrative
- e. Proposed Ordinance Amendment
- f. ALTA Survey
- g. Site and Building Plans
- h. City Engineer's Letter

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 Site Plan and Conditional Use Permits, subject to the following conditions:

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

- | | |
|---|-----------------|
| a. Application (Blue River Holdings) | dated 3/31/2022 |
| b. Narrative (South St. Paul Animal Hospital) | dated 9/13/2021 |
| c. Demolition Plan Sheet C1-2 (Loucks) | dated 4/4/2022 |
| d. Site Plan Sheet C2-1 (Loucks) | dated 4/4/2022 |
| e. Grading and Erosion Control Plan Sheet C3-1 (Loucks) | dated 4/4/2022 |
| f. Utility Plan Sheet C4-1 (Loucks) | dated 4/4/2022 |

- g. Landscape Plan Sheets L1-1 and L2-1 (Loucks) dated 4/4/2022
- h. Architectural Site Plan Sheet A1 (Lampert Architects) dated 3/31/2022
- i. Floor Plan Sheet A2 (Lampert Architects) dated 3/31/2022
- j. Building Elevations Sheet A3 (Lampert Architects) dated 3/31/2022
- k. Schematic and Lighting Plan Sheet L2 (Lampert Architects) dated 3/31/2022

2. **Building Permit Required.** The review and approval of the site improvements pursuant to the requirements of the City's adopted building and fire codes shall be in addition to the site plan review process. The site plan approval process does not imply compliance with the requirements of these codes.
3. **Lot Combination Required.** The Applicant shall be required to combine the six parcels that comprise the development site using Dakota County's lot combination process. No building permit shall be issued until the lot combination request has been submitted to Dakota County.
4. **Landscaping Plan.** The Applicant shall install and maintain landscaping that is substantially consistent with the approved landscaping plan.
5. **Landscaping Guarantee.** The Applicant shall establish a \$7,500 landscaping guarantee prior to obtaining their building permit. The security shall be maintained for at least one (1) year after the date that the last landscape materials have been planted. After one year has passed, the Applicant must replace any required landscape materials that are not alive or are in an unhealthy state. Once the City has confirmed that the replacements have been installed, the entire security may be released.
6. **Mechanical Equipment Screening Plan.** A mechanical equipment screening plan shall be submitted as part of the building permit submittal. All ground-mounted and building-attached mechanical equipment shall be screened according to the standards contained within Code Section 118-9. All roof-mounted mechanical equipment shall be screened according to the standards contained within Code Section 118-242.
7. **Trash Enclosure Required if there is Exterior Trash Handling.** A trash enclosure shall be provided that is consistent with City Code requirements. The proposed brick trash enclosure shown on Sheet A016 is acceptable.
8. **Veterinary Clinic Operations Must Take Place Indoors.** All veterinary clinic activity shall take place completely within an enclosed building with soundproofing and odor control. The dog run can be utilized as a short-term exercise area for pets but no kennels can be installed outdoors and the dog run area cannot be used for medical appointments.

9. **Veterinary Clinic is not for Farm Animals.** On-site treatment at the veterinary clinic shall be limited to domestic animals and shall not include farm animals (excepting those farm animals that the South St. Paul City Code allows to reside in residential settings such as backyard chickens and miniature pigs).
10. **Hours of Operation for Grooming Business.** The pet grooming business may only operate during normal daytime business hours from 7 AM to 8 PM.
11. **Grooming Operation Must Take Place Indoors.** All pet grooming activity must take place completely within an enclosed building.
12. **No Commercial Kennel Operations.** There shall be no commercial kenneling at this facility.
13. **SAC Fees.** The Applicant will be required to make a Sewer Access Charge (SAC) payment consistent with Metropolitan Council requirements at time of building permit.
14. **Compliance with City Code's Performance Standards.** The facility must comply with all of the City Code's performance standards relating to odor, noise, glare, refuse handling, etc. Animal waste must be regularly removed from the dog run area to ensure that it does not generate nuisance odors.
15. **Stormwater Maintenance Agreement.** The Applicant shall enter into a stormwater maintenance agreement with the City.
16. **Termination of the Conditional Use Permits.** The Conditional Use Permits 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.

Engineering Conditions

17. **City Engineer's Letter.** The Applicant shall address the eleven (11) comments and conditions listed in the City Engineer's Letter dated April 18, 2022.
18. **Erosion Control Escrow.** The Applicant shall establish an erosion control escrow in an amount consistent with the City's adopted fee schedule.

Resolution 2022-88
June 20, 2022
Page 5 of 8

Adopted this 20th day of June 2022

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

City Clerk

ATTACHMENTS

- A- Legal Description
- B- City Engineer's Comment Letter

**ATTACHMENT D
CUP EXTENSION REQUEST**

Re: Second Extension Needed for Conditional Use Permit for SSP Animal Hospital



To Michael Healy



Reply

Reply All

Forward



Sun 6/2/2024 8:39 AM

You replied to this message on 6/3/2024 1:56 PM.

Dear Michael,

On behalf of the South St. Paul Animal Hospital, we would like to ask for an extension on the conditional use permit. We are currently experiencing delays related to financing approval. We are hoping to be able to close within the next month to begin construction this summer.

Thank you,

David Abramowicz

|

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-77

**A RESOLUTION APPROVING AN EXTENSION OF THE SITE PLAN APPROVAL
AND CONDITIONAL USE PERMITS FOR HE SOUTH ST. PAUL ANIMAL
HOSPITAL MULTITENANT COMMERCIAL BUILDING**

WHEREAS, the City received an application from David Abramowicz, on behalf of Blue River Holdings, requesting the following approvals:

- A Site Plan Review for a roughly 12,343 square foot multitenant commercial building.
- A Conditional Use Permit for a Medical Use for Animals
- A Conditional Use Permit for Pet Grooming (which is similar to other allowed uses in the zoning district)
- A Conditional Use Permit for Exterior Light Sources that are Higher than 16 Feet Off the Ground

WHEREAS, the subject property is located directly north of 440 Concord Exchange South (“the Property”); and is legally described as follows:

(See Exhibit A)

WHEREAS, the City Council took action to approve the Site Plan and Conditional Use Permits at their June 20, 2022 meeting via Resolution #2022-88 and one of the approval conditions was that the Conditional Use Permits would terminate if improvements had not substantially begun within one year of approval; and

WHEREAS, the City Council took action to approve a one-year extension at their June 5, 2023 meeting, meaning that the conditional use permits will terminate if the improvements have not substantially begun by June 20, 2024; and

WHEREAS, the Applicant has provided the City with a written request for another extension because they have experienced delays with financing approval. They are hoping to close on the property soon and plan to begin construction during the Summer of 2024.

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

A. Facts. City Code Section 118-40 states that a conditional use permit shall terminate if improvements have not substantially begun within one year of approval. The original approvals were granted on June 20, 2022 and the project was granted a one-year extension that requires improvements to substantially begin by June 20, 2024.

B. Findings. The Applicant's reasons for requesting an extension to the approvals are reasonable and it is appropriate to grant this request.

C. Approval of extension of the Site Plan and Conditional Use Permits. The extension of the site plan and conditional use permits for the South St. Paul Animal Hospital multi-tenant commercial building is hereby approved, subject to the following conditions:

- 1. Continued Compliance with Conditions of Approval.** All conditions of Resolution #2022-88 continue to be in effect except for the requirement that improvements must substantially begin by June 20, 2023.
- 2. New Deadline for Beginning Improvements.** The Conditional Use Permits will terminate if improvements have not substantially begun by June 20, 2025.

Adopted this 17th day of June, 2024

City Clerk
Deanna Werner

EXHIBITS

A- Legal Description

**EXHIBIT A
LEGAL DESCRIPTION**

Parcel 1 (PID# 36-64300-20-100):

Lot 10, Block 20, Riverside Park Addition, Dakota County, Minnesota

Parcel 2 (PID# 36-64300-20-091):

Lots 8 and 9, Block 20, Riverside Park Addition, Dakota County, Minnesota

Parcel 3 (PID# 36-64300-20-071):

Lots 7, Block 20, Riverside Park Addition, Dakota County, Minnesota

Parcel 4 (PID# 36-64300-20-060):

6, Block 20, Riverside Park Addition, Dakota County, Minnesota

Parcel 5 (PID# 36-64300-20-050):

Lots 4 and 5, Block 20, Riverside Park Addition, Dakota County, Minnesota

Parcel 6 (PID# 36-64300-20-030):

Lots 2 and 3, Block 20, Riverside Park Addition, Dakota County, Minnesota



CITY COUNCIL AGENDA REPORT

DATE: JUNE 17, 2024

DEPARTMENT: **Planning**

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: _____

8-E

AGENDA ITEM: Approve Encroachment Agreement for 1666 Concord Street South

ACTION TO BE CONSIDERED:

Approve an encroachment agreement for an existing house and timber retaining wall at 1666 Concord Street South that is partially located in the right-of-way of Linden Street.

OVERVIEW:

Background

The Applicant, Meng Yang, owns the single-family home at 1666 Concord Street South. The Applicant is trying to sell this property and it has been flagged by a title company that the house encroaches into the City's right-of-way for Linden Street. There is no record of an encroachment agreement ever being approved so this is currently considered an unlawful encroachment. The buyer is not willing to move forward with the sale unless the Applicant can secure an encroachment agreement.

The Applicant's neighborhood was platted in 1886 as the "LINCOLN PARK ADDITION and the subject property is Lot 8, Block 9 of the subdivision. The subject property is a corner lot with frontage on both Concord Street and Linden Street. The Applicant's house was built in 1900 and it appears that the house's original garage was built with a roughly 13-foot encroachment into the 60-foot-wide right-of-way for Linden Street. The property has commercial zoning, and the City allowed this garage section to be converted into an insurance office in 1994. Today, the entire building functions as a single-family home. In addition to the building's encroachment, there is also a short timber retaining wall that encroaches into the Linden Street right-of-way.

Discussion

It likely is not feasible for the City to vacate any part of the Linden Street right-of-way since it is being actively used for public street purposes. The Planning Manager, City Attorney, and City Engineer have all reviewed the request and believe that an encroachment agreement is the best mechanism for addressing this situation and allowing the Applicant to move forward with the sale of their home. The house only encroaches into the City-owned right-of-way for Linden Street. There is no encroachment into the County-owned right-of-way for Concord Street.

STAFF RECOMMENDATION:

Staff recommends approval of the encroachment agreement which would allow the Applicant's existing house and timber retaining wall to remain in the right-of-way for Linden Street.

Attachments

A- Site Location Map

B- Aerial Photograph Showing House Encroachment

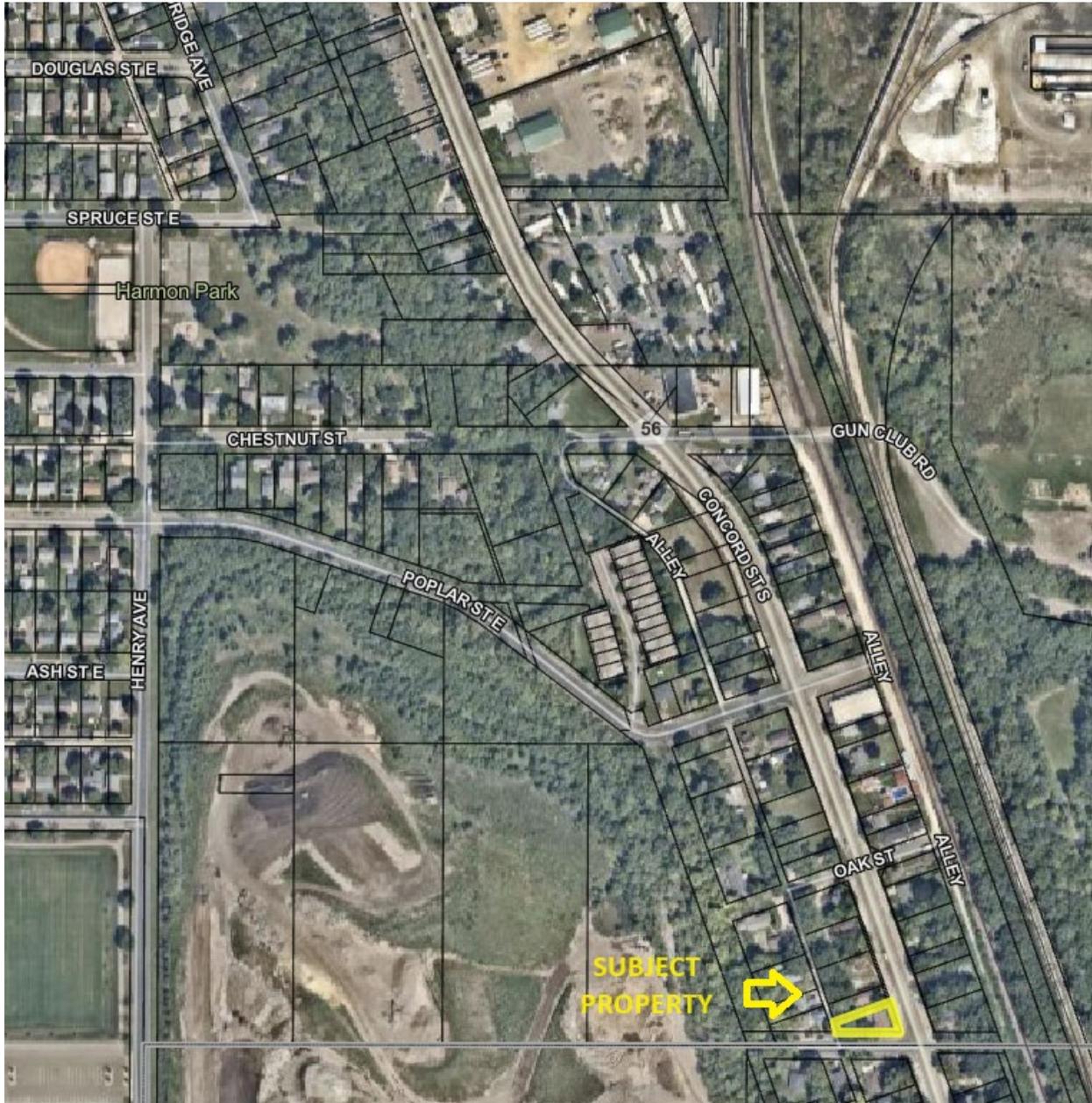
C- Photograph Showing Retaining Wall Encroachment

D- Google Street View Photograph of House on Subject Property

E- Letter from the Applicant Requesting Encroachment Agreement

F- Watermain and Sanitary Sewer Plan Showing Encroachment

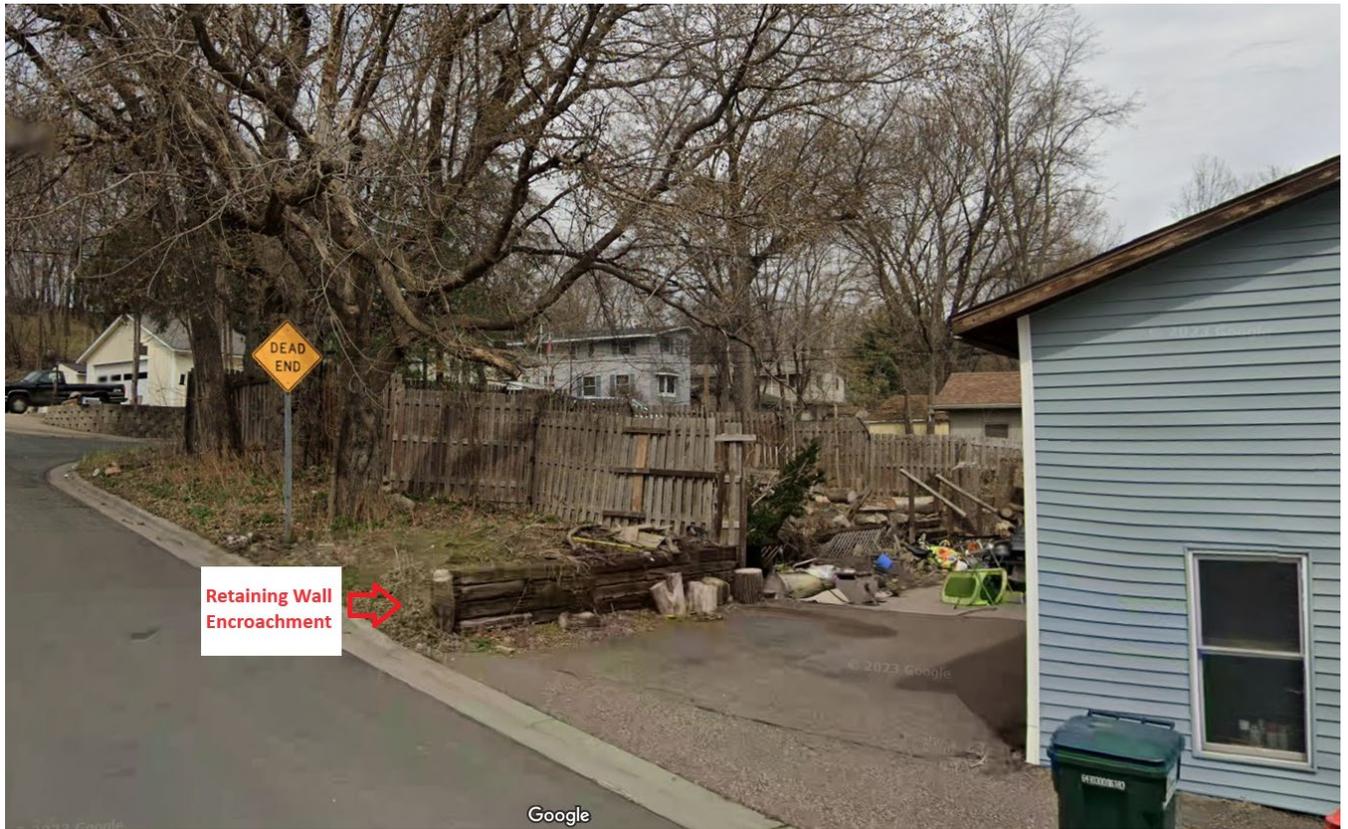
ATTACHMENT A
SITE LOCATION MAP



**ATTACHMENT B
AERIAL PHOTOGRAPH SHOWING HOUSE ENCROACHMENT**



ATTACHMENT C
PHOTOGRAPH SHOWING RETAINING WALL ENCROACHMENT



ATTACHMENT D
GOOGLE STREET VIEW PHOTOGRAPH OF HOUSE ON SUBJECT PROPERTY



ATTACHMENT E
LETTER FROM APPLICANT REQUESTING ENCROACHMENT AGREEMENT

June 4, 2024

City of South St. Paul
Attn: Michael Healy, second floor
125 3rd Ave N.
South St. Paul, MN 55075

To the City of South St. Paul,

I would like to request an Encroachment Agreement with the City of South St. Paul.
The property address is 1666 Concord St., S. St. Paul, and the house is encroaching upon
Linden Street.

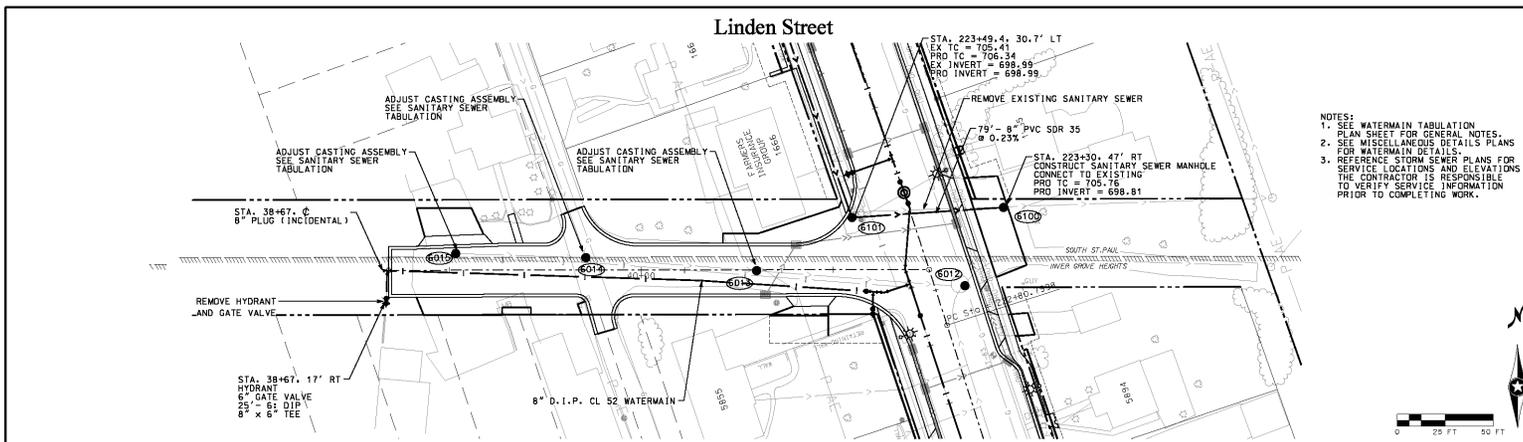
Please see the enclosed check for this request of \$775.00.

Thank you,

Meng Yang

ATTACHMENT F

WATERMAIN AND SANITARY SEWER PLAN SHOWING ENCROACHMENT



**ENCROACHMENT AGREEMENT RELATING TO
LANDOWNER IMPROVEMENTS LOCATED AT 1666 CONCORD STREET SOUTH,
SOUTH ST. PAUL, DAKOTA COUNTY, MINNESOTA**

THIS ENCROACHMENT AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS LOCATED AT 1666 CONCORD STREET SOUTH, SOUTH ST. PAUL, DAKOTA COUNTY, MINNESOTA (Agreement) is made this ____ day of _____, 2024, by and between the City of South St. Paul (“City”), a Minnesota municipal corporation, and Meng Yang, an individual (“Landowner”).

Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

1.1 **Terms.** Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

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

1.3 **Subject Property.** “Subject Property” means that certain real property located in the City of South St. Paul, Dakota County, Minnesota legally described on Exhibit A.

1.4 **Landowner.** “Landowner” means Meng Yang and their assigns and successors in interest with respect to the Subject Property.

1.5 **Landowner Improvements.** “Landowner Improvements” means the southwest corner of the single-family house constructed on the Subject Property and encroaching into the City Right of Way as depicted on Exhibit B and the timber retaining wall shown encroaching into City Right of Way as depicted on Exhibit C.

1.6 **City Improvements.** “City Improvements” means the existing and future alleyway, roadway, sidewalks, sanitary sewer, municipal water and storm water pipes, conduits,

culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the Subject Property now or in the future.

1.7 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Improvements located in the Subject Property and the placement of additional City Improvements in the Subject Property. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Improvements, re-compacting the soils over the City Improvements, restoring the City Property area, and all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Property, if such costs have not already been paid by the Landowners.

1.8 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Improvements did not exist.

1.9 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2 **RECITALS**

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Property located in South St. Paul, Dakota County, Minnesota.

Recital No. 2. Landowner has requested permission from the City to keep the Landowner Improvements within the City Right of Way for the benefit of the Subject Property.

Recital No. 3. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to remain if the following conditions are met:

- a.) The Landowner maintains the Landowner Improvements at their sole cost;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the City Improvements and the placement of any future City Improvements in the City Property.
- c.) The Landowner agrees, at their sole cost, to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain,

and replace the existing City Improvements or construct future City Improvements in the City Property.

- d.) The Landowner agrees, at their sole cost, to modify the Landowner Improvements if the Landowner Improvements interfere with the City Improvements.

NOW, THEREFORE, THE CITY OF SOUTH ST. PAUL AND THE UNDERSIGNED LANDOWNERS, FOR THEMSELVES, AND THEIR SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to keep the Landowner Improvements within the City Right of Way. The Landowner Improvements shall only be placed at the location specified in Exhibit B.

The Landowner shall not place any other structures, walls, fences, irrigation systems signs or buildings within the City Right of Way except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements.

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3 Continuing Right To City Property. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Right of Way.

3.4 Subordinate Position of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City and City Improvements.

3.5 Risk of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Property may be adversely affected by use of the City Right of Way. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of keeping the Landowner Improvements in the City Right of Way area.

3.6 Landowner To Bear Cost of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Improvements in the City Right of Way.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Right of Way in order for the City to gain access to the City

Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Improvements or adding future City Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Improvements or relating to construction of new City Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Improvements, then the Landowner, at Landowner's own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the

modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

3.10 Remedies. If the Landowner fails to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Property.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Property for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Property. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Property.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.11 Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- a.) The Landowner Improvements;
- b.) Installation, maintenance and repair of the Landowners Improvements;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Property for Landowner Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

3.13 No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.14 Recording. The City may record this Agreement with the Dakota County Recorder.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Property and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

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

3.17 Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota. In addition, nothing in this Agreement shall be construed to violate the legal nonconforming rights conferred on the Landowner by Minnesota Statute Section 462.357, subd. 1e.

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

3.19 Headings. The subject headings of the sections in this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY OF SOUTH ST. PAUL

James P. Francis, Mayor

ATTEST:

Deanna Werner, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared James P. Francis and Deanna Werner, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of South St. Paul, the municipality named in the foregoing instrument.

Notary Public

LANDOWNER

Meng Yang, an individual

Meng Yang

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Meng Yang, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

Notary Public

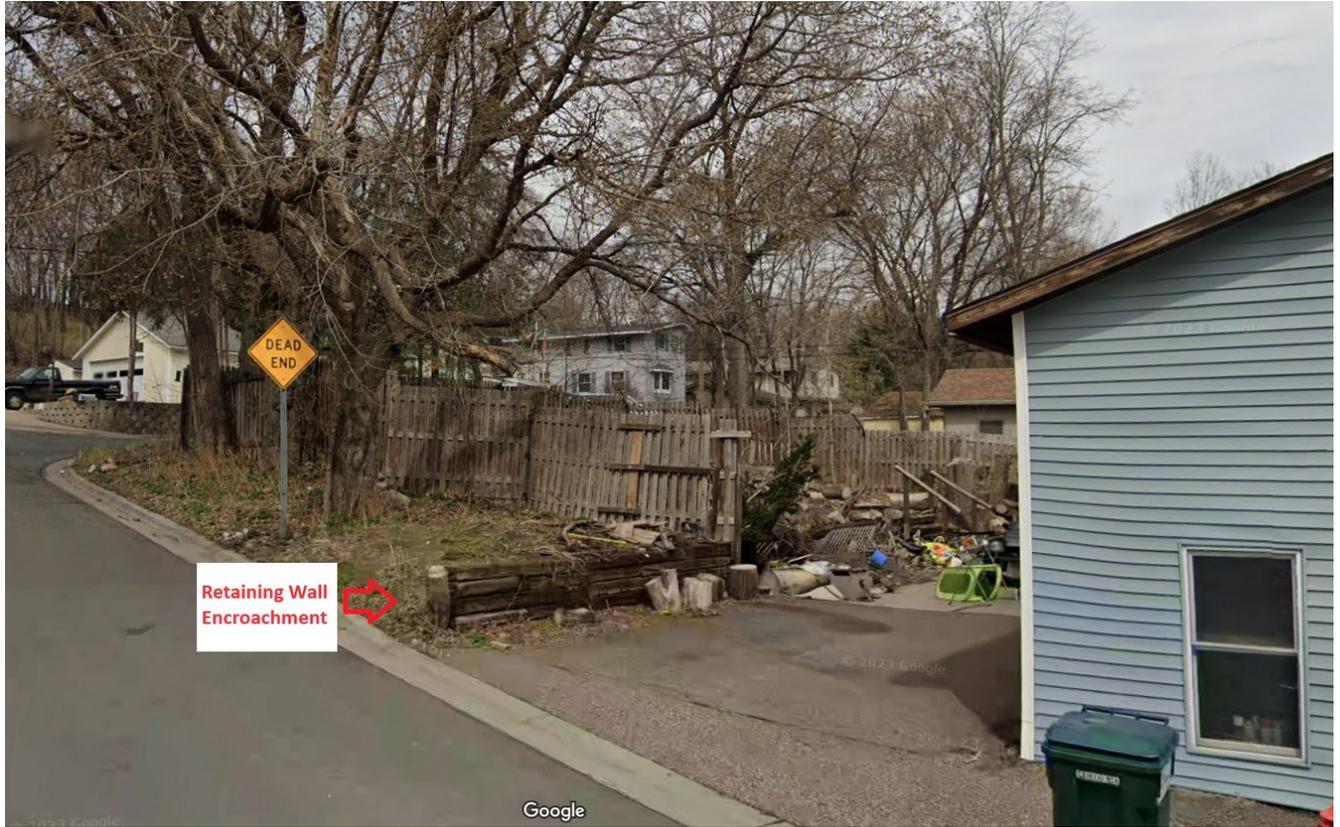
This instrument was drafted by:

LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, Minnesota 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 8, Block 9, Lincoln Park Addition to South St. Paul, Dakota County, Minnesota.

EXHIBIT C
DEPICTION OF RETAINING WALL ENCROACHMENT





CITY COUNCIL AGENDA REPORT
DATE: June 17, 2024
DEPARTMENT: ADMINISTRATION - HR
Prepared by: S. Anderson
ADMINISTRATOR: RG

8-F

AGENDA ITEM: Approve Job Description and Pay for Seasonal/Variable Hour Position of Personal Trainer

ACTION TO BE CONSIDERED:

Approve Personal Trainer job description and pay.

OVERVIEW:

Each year, the City Council approves the listed positions and pay range for a variety of seasonal/variable hour positions within the city. The 2024 seasonal/variable hour positions and pay ranges were approved at the November 20, 2023, city council meeting.

The Parks & Recreation Department continues to evaluate existing and develop new recreational programs. One new program the Parks & Recreation Department is working on is offering personal trainer wellness and fitness sessions to the community. The department did offer this program when the city managed the Central Square Community Center, and it was very successful and feel it is important to bring back similar wellness and fitness program offerings to the community. Attached is a job description for Personal Trainer that will be added to the seasonal/variable hour positions. The recommended pay for this position is \$28 per hour. The Personal Trainer will work a variable hour schedule that will not exceed 14 hours per week.

Staff recommend approval of the seasonal/variable hour Personal Trainer job description and pay.

SOURCE OF FUNDS:

Parks & Recreation Department budget.



JOB DESCRIPTION: PERSONAL TRAINER

Job Title: Personal Trainer

Exempt Status: Seasonal, Non-Exempt

Revision Date:

Department: Park & Recreation

Last Classification Review:

Reports To: Recreation Supervisor

Job Summary:

Under the direction of the Recreation Supervisor, the Personal Trainer will provide instruction, management, and evaluation of clients, possess a strong passion for fitness, health, and overall well-being. As a Personal Trainer, you will be responsible for creating and implementing personalized fitness programs for our clients, ensuring they achieve their health and fitness goals in a safe and effective manner. This is a seasonal/variable hour position, and the work schedule will vary based on the needs of the program. Evening and weekend hours are to be expected.

Essential Duties and Responsibilities: The job duties and/or essential functions of the position include, but are not limited to the following:

- Consult with Recreation Supervisor on needs for specific age groups relating to exercise classes, or any other work-related issues or concerns.
- Design Exercise Programs: Develop customized exercise programs tailored to the needs, goals, and fitness levels of individual clients or groups.
- Assess clients' fitness levels and develop individualized exercise programs tailored to their specific needs and goals.
- Provide instruction on proper exercise techniques, ensuring safety and efficacy.
- Motivate and inspire clients to maintain their commitment to their fitness programs.
- Monitor clients' progress and make necessary adjustments to their programs.
- Educate clients on proper nutrition, lifestyle choices, and wellness strategies.
- Maintain a clean, organized, and safe workout environment.
- Stay current with industry trends, techniques, and best practices.
- Collaborate with other fitness professionals to ensure comprehensive client care.
- Customer Service: Provide excellent customer service by addressing client questions, concerns, and inquiries in a professional and timely manner.
- Administrative Tasks: Complete administrative tasks such as scheduling appointments, maintaining client records, and handling payments. Complete and submit a class evaluation, as required.

- Continuing Education: Stay updated on the latest fitness trends, research, and industry developments through continuing education and professional development opportunities.
- Promote Services: Assist in marketing and promoting fitness programs, classes, and services to attract new clients and retain existing ones.
- Team Collaboration: Collaborate with other fitness professionals, such as personal trainers, nutritionists, and physical therapists, to provide comprehensive wellness solutions for clients.
- Emergency Response: Be prepared to respond effectively to emergencies or accidents that may occur during fitness sessions, including administering first aid and contacting emergency medical services if necessary.
- Performs other duties of a comparable level or type, as required.

Essential Knowledge, Skills, & Abilities to Perform the Essential Functions of the Job:

Knowledge and ability to express directions, demonstrate skills, and provide participants with assistance in the use of equipment and facilities. The ability to perform the following work tasks with or without reasonable accommodation.

- Ability to promote a positive atmosphere.
- Ability to promote, organize, and direct exercise/fitness classes.
- Ability to establish and maintain effective and professional working relationships with those contacted in the course of work.
- Ability to be flexible with work hours, work independently, meet deadlines, complete tasks and routines as assigned.
- Ability to communicate clearly and concisely.

Minimum Qualifications:

Age 18 or older; prior personal training or group exercise/fitness instructor experience desired; First Aid and CPR certification desired; Health and Fitness certification desired.

Work Environment/Physical Job Requirements:

Employee is required to frequently to talk, hear, stand, walk, use hands and fingers dexterously, reach with hands and arms; intermittently sits, stoops, kneels and/or crouches. Exerting up to 25 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. The majority of exposure will be inside environmental conditions.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change. The City of South St. Paul is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City of South St. Paul will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



CITY COUNCIL AGENDA REPORT
DATE: June 17, 2024
DEPARTMENT: ADMINISTRATION - HR
Prepared by: S. Anderson
ADMINISTRATOR: RG

8-G

AGENDA ITEM: Approve Conditional Job Offer for HRA Caretaker – Buildings/Grounds

ACTION TO BE CONSIDERED:

Approve conditional job offer to Mayra Zuniga as a Caretaker – Buildings/Grounds for South St. Paul HRA’s Public Housing High-Rises, contingent upon successful completion of background and pre-employment work physical.

OVERVIEW:

Following the departure of Caretaker M. Kurth in March 2024, the position was reopened and advertised on the League of MN Cities and City of South St. Paul website. HRA Property Manager Jennifer Xiong, Alma Pena, Housing Programs Administrator Tiffany Greene, and HR Specialist/Admin. Coord. Sandy Haima interviewed candidates and recommended applicant Mayra Zuniga for the position of Caretaker – Buildings/Grounds.

Ms. Zuniga is currently working in the Caretaker position through a temporary staffing agency, which has allowed her to gain experience and knowledge regarding the high-rise buildings and job duties. A conditional offer of employment was extended to Ms. Zuniga, and she has accepted the conditional offer, which is contingent upon successful completion of the background check, pre-employment work physical, and City Council approval.

Staff recommends approval of the conditional job offer to Mayra Zuniga as a Caretaker Buildings/Grounds for the SSP HRA Public Housing High-Rises, with a starting pay at Step 1 - \$23.09 hourly. The Grounds/Building Caretaker position falls within the AFSCME bargaining unit and all other benefits are in accordance with the bargaining contract.

SOURCE OF FUNDS:

Business Unit 20260 – Housing, as supported by HUD’s Annual Operating Subsidy.

EMPLOYMENT APPLICATION

CITY OF SOUTH ST. PAUL
 125 3rd Ave N
 South St. Paul, Minnesota 55075
 651-554-3203
<http://www.southstpaul.org>
Zuniga, Mayra Azucena Escamilla
24-00015 CARETAKER BUILDINGS/GROUNDS

Received: 4/23/24 7:35 PM

For Official Use Only:

QUAL: _____

DNQ: _____

Experience

Training

Other: _____

PERSONAL INFORMATION

POSITION TITLE: CARETAKER BUILDINGS/GROUNDS	EXAM ID#: 24-00015
NAME: (Last, First, Middle) Zuniga, Mayra Azucena Escamilla	SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code)	EMAIL ADDRESS:
HOME PHONE:	NOTIFICATION PREFERENCE: Email
LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
What is your highest level of education? Some High School	

PREFERENCES

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

EDUCATION

DATES:	SCHOOL NAME: Josefa ortiz de dominguez	DEGREE RECEIVED: High School Diploma
LOCATION: (City, State/Province) Torreon ,	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

WORK EXPERIENCE

Nothing Entered For This Section

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Personal	NAME: Dori Hernandez	POSITION: Friend
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS:	PHONE NUMBER:	

Mayra Azucena Escamilla Zuniga

I have had the opportunity to excel in roles in various industries including housekeeping, and I take pride in my ability to efficiently complete projects with attention to detail and in a timely manner.

Work History:

Atlas Staffing | Housekeeper | October 2023 – Present

- Clean and sanitize units based on vacancies and turns.
- Dust and polish furniture, fixtures, and decorative items in community rooms and public areas.
- Clean and maintain common areas such as offices, hallways, lobbies, and stairwells.
- Perform deep cleaning tasks on a regular basis, such as vacuuming, removing trash, mopping, and sweeping.
- Follow established procedures for cleaning and disinfecting high-touch surfaces and frequently used items.
- Adhere to safety guidelines and use personal protective equipment (PPE) as required.
- Report any maintenance issues or safety hazards to management.
- Maintain a professional and courteous demeanor when interacting with tenants and coworkers.
- Follow company policies and procedures, including attendance and punctuality requirements.

The Little Oven | Food prep | April 2022 - August 2023

- Assist with food preparation tasks such as chopping, slicing, dicing, and marinating.
- Follow proper food handling and sanitation procedures to maintain a clean and safe work environment.
- Set up and organize workstations with necessary ingredients, tools, and equipment.
- Monitor inventory levels and notify supervisors of any shortages or discrepancies.
- Maintain cleanliness and organization of kitchen areas, including washing dishes, utensils, and equipment.
- Always adhere to food safety regulations and guidelines.

Hy-Vee | Dishwasher | April 2021 - April 2022

- Ensure that all dishes and utensils are thoroughly cleaned and sanitized before returning them to their designated storage areas.

- Sort and stack clean dishes, glassware, and utensils in an organized manner.
- Empty and clean trash receptacles as needed.
- Assist with kitchen cleaning tasks, such as sweeping and mopping floors, wiping down countertops, and sanitizing surfaces.
- Handle and store cleaning products and chemicals according to safety guidelines.

The Little Oven | Dishwasher/Buser | January 2020 - March 2021

- Clear tables of dirty dishes, utensils, and glassware promptly and efficiently.
- Wipe down tables and chairs to remove crumbs, spills, and debris.
- Reset tables with clean linens, utensils, and condiments in preparation for the next guests.
- Assist servers with delivering food and beverages to tables as needed.
- Assist with the cleaning and organization of the dining room, including sweeping, mopping, and maintaining cleanliness of service stations.
- Collaborate with the kitchen and serving staff to ensure smooth and efficient operations during peak dining hours.

Education:

High School: Jose Ortiz de Dominguez (Torreon, Mexico)



CITY COUNCIL AGENDA REPORT

DATE: JUNE 17, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: _____

8H

AGENDA ITEM: Approve Changes to Wakota on Fourth Common Interest Community Declaration

ACTION TO BE CONSIDERED:

Authorize the City Administrator to write a letter approving the proposed changes to the Wakota on Fourth Common Interest Community declaration.

OVERVIEW:

Background

In 2003, the City's Housing and Redevelopment Authority (HRA) worked with a private developer to redevelop several properties behind City Hall into a new 36-unit multifamily condominium building named "Wakota on Fourth." The project required a conditional use permit and several variances. It was very important to the City Council that the building be owner-occupied and that individual unit owners not turn their individual condo units into rental dwelling units. Consequently, the City Council placed the following condition in Resolution 2003-202 which approved the conditional use permit and variances:

Condition #10: "No building permit will be issued until a Condominium Plat, with associated Articles, By-Laws, and Declarations, have been reviewed and approved by the City Attorney and recorded at the Office of Dakota County Recorder. All by-laws must clearly restrict use to "owner occupied" units in the Condominium, no rental will be allowed."

To satisfy this condition of approval, the developer had the association bylaws written to include the following provisions:

13.3 The City of South Saint Paul has conditioned its approval of the Common Interest Community on the Community Interest Community being used for owner occupied housing. It is the City's and Declarant's intent that the Units not be sold to investors for use as rental property. Declarant may not lease Units. Owners may not lease Units for a period of more than 24 months out of any 60 consecutive month period. Owner leasing is allowed for up to 24 months out of any 60 month period to avoid imposing hardships upon Owners who need to rent their Units on a short term basis to accommodate temporary absences from the state for work or other reason or for Owners who wish to rent their Unit on a short term basis to "ride out" an unfavorable market for the sale of a Unit or until a buyer for a Unit can be found. If an Owner rents the Owner's Unit, the Owner and the tenant must have a written lease agreement; the lease agreement must obligate the tenant to observe each of the restrictions and perform each of the covenants the Project Documents impose upon an Owner; the lease agreement must expressly state that the Association is an intended third party beneficiary of tenant's obligation to observe the terms of the Project Documents; the Owner must deliver a copy of the lease to the Association before

commencement of the lease term; and the Owner must also lease any Stalls assigned to the Owner's Unit but only to another Owner or other Person in possession of or residing in a Unit.

“Section 24-Amendment” contains the following language:

Notwithstanding anything else in this Declaration, the provisions of Section 13.3 may not be modified or amended without the written consent of the City of South St. Paul which consent the City of South St. Paul may grant or withhold in its sole and absolute discretion.

Association's Request

The Association has identified two issues that the existing bylaw language is causing, and they have hired a law firm to assist them with an amendment. The Association is requesting that the City Council authorize the City Administrator to provide them with a letter granting them written permission to modify the provisions of Section 13.3 to address the two problems.

Issue #1:

Historically, some units in the building have been purchased for an immediate family member who then leases the unit from the Owner and lives in the unit. This is technically a violation of the bylaws since the Owner is not living in the unit.

Association's Proposed Solution to Problem #1:

The bylaws would be amended to make it legal for an immediate family member of the title owner of record to have a lease and live in a unit that they do not own. “Immediate family member” will be defined as a sibling, parent, child, grandchild, or grandparent of the unit owner.

Issue #2:

The existing bylaws are not clear about whether the owner of an owner-occupied unit is allowed to have a roommate, such as a cohabitating romantic partner, who pays them rent.

Proposed Solution to Problem #2:

The bylaws would be amended to articulate that a Unit Owner is allowed to have another person live with them in their unit and pay them rent. *Any roommate situation would still be subject to the City Code which prohibits more than 3 unrelated adults from living together in a dwelling unit.*

Proposed Bylaw Language

The Association is proposing to eliminate the existing language in Section 13.3 and replace it with this new language:

13.3. Leasing Restriction. Commencing upon the date of the recording of this Amendment (“Effective Date”), all Units must be occupied by the title owner of record

and Owners may not lease Units within the Association. Notwithstanding the foregoing, the following circumstances shall not be a violation of this section:

(i) the Unit is occupied by the Immediate Family Members of the title Owner of record; and

(ii) the Owner resides in their Unit as his/her primary residence, and such Owner has a person who also lives in the Unit and contributes money to the Owner, such arrangement shall not be considered a rental.

For the purposes of this section, Immediate Family Members shall be defined as the following: a sibling, parent, child, grandchild, and grandparent of the Owner (collectively, “Immediate Family Members”).

Discussion

There is no roadmap for handling this type of request because it is unusual for a municipality to be involved in the administration of private association bylaws and it is unusual for a municipality to require all units in a multifamily building to be owner-occupied. In 2003 when the development was approved, the City Council clearly felt a strong sense of ownership over the development project because the HRA was very involved in bringing “Wakota on Fourth” to fruition. The City Council discussed the request at their June 10th Worksession and there was a consensus that the Applicant’s request is reasonable and should be approved.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Administrator to write a letter approving the proposed changes to the Wakota on Fourth Common Interest Community declaration.

Attachments

A- Site Location Map

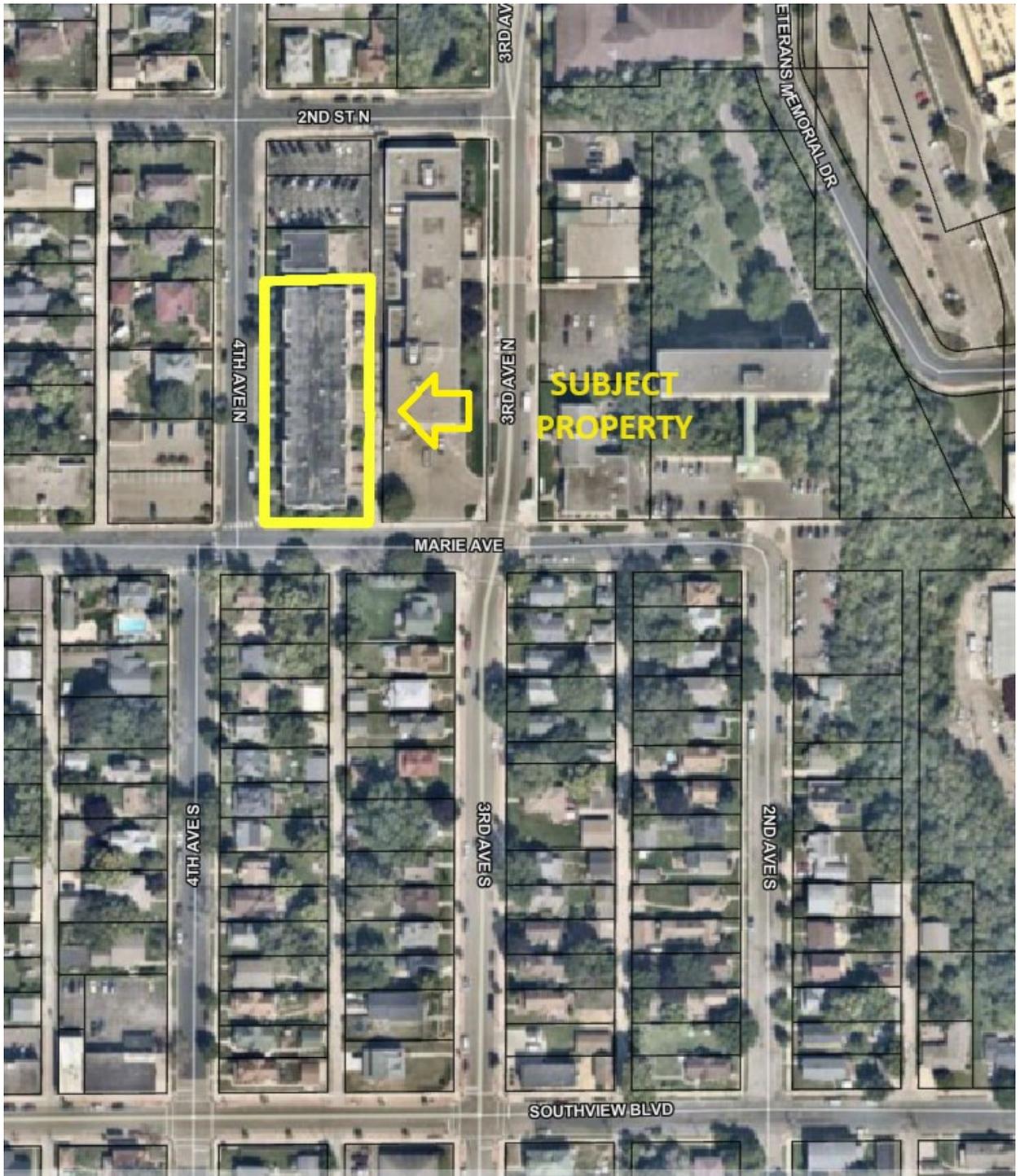
B- Pictures of “Wakota on Fourth”

C- Resolution 2003-202 Approving “Wakota on Fourth” Development

D- Letter from Association’s Attorney With Proposed Amendment

E- ATTACHMENT A
SITE LOCATION MAP

F-
G-



H-

I- ATTACHMENT B
PICTURES OF "WAKOTA ON FOURTH"

J-
K-



SITE CONCEPT

South Saint Paul, Minnesota



L-

M-
N-



O-

P-

**Q- ATTACHMENT C
RESOLUTION #2002-202 APPROVING “WAKOTA ON FOURTH”
DEVELOPMENT**

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2003-202

**RESOLUTION RELATED TO ZONING: APPROVING A
CONDOMINIUM PLAT/CONDITIONAL USE PERMIT AND
RELATED VARIANCES FOR A 36 UNIT CONDOMINIUM PROJECT
TO BE KNOWN AS THE FOURTH AVENUE VILLAGE CONDOMINIUMS**

WHEREAS, an application from Frauenschuh/Sweeney, for a condominium plat, conditional use permit, and related variances for the development of a 36-unit, market rate, owner occupied, residential condominium to be known as the “Fourth Avenue Village Condominiums”, City of South St. Paul, Dakota County, Minnesota legally described as follows:

Lots 12 thru 18, Block 12, Stockyards Re-Arrangement

WHEREAS, the Planning Commission held a public hearing on the application, preceded by notice as required by law; and

WHEREAS, the Planning Commission were deadlocked in their recommendation (3 aye and 3 nay), so no formal recommendation was forwarded to the City Council; 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 in the City Staff Report, City Staff Recommendation, and the public hearing before the Planning Commission, regarding this matter are hereby adopted and included herein by reference.
2. Determination. The City Council determines that the proposed condominium plat, conditional use permit, and related variance will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code.
3. Condominium Plat/Conditional Use Permit/ and related Variances. The approval is for the development of a 36 unit, market rate, owner occupied, condominium project to be known as the “Fourth Avenue Village Condominiums”, South St. Paul, Dakota County, Minnesota, with the following findings of fact:

City Council Resolution 2003-202
Page 2 of 4

1. The proposed condominium development is of superior architectural design, consistent with adjacent structures in placement and architectural design.
2. The development of market rate, owner occupied, condominiums generally has a target market of senior citizens, "empty nesters", and single professionals, thus, not triggering the parking demand and parking density of a typical rental apartment of 2 stalls per unit.
3. The proposed development will have a parking ratio of 1.83 stalls per unit, which is common for similar types of facilities within the Twin Cities, and should easily meet the off-street parking needs of the proposed condominiums.
4. A variance of 6 parking stalls will have minimal additional impact to on-street parking within the vicinity of the project area. Further, the availability of available public parking lot area adjacent to the condominium during evening and weekend hours should mitigate any short term guest and tenant parking issues that may arise for events at the condominium.
5. The City is replacing the loss of 22 permanent and 9 temporary parking stalls with a 25 new stalls on the north end of the property, and entering into a parking lot maintenance agreement with the County Historical Society, which will designate 16 additional parking stalls for exclusive City staff use during normal business hours. Therefore, showing an actual increase in available off-street parking for City Hall.
6. The availability on evenings and weekends of City parking facilities adjacent to the proposed condominiums will minimize any adverse parking impacts due to the lack of required spaces.
7. Without building setback variances, the petitioner would have to design a taller structure, thus, altering the essential character of the neighborhood.
8. The building setback of the proposed condominiums is consistent in placement and design to previous and existing buildings along the east side of this section 4th Avenue North.
9. The height of the proposed condominium is consistent with the height of the previous structure (Northwestern Bell Warehouse), which occupied much of the site.
10. Addressing the lack of a diverse, market rate, "life-cycle" housing opportunities for senior citizens and professionals, is vital to the long term health of South St. Paul and the Twin Cities urban core.
11. To provide the appropriate size, and satisfy the housing needs of potential buyers, and to be compatible with adjacent uses in the neighborhood, it is necessary to have a building that exceeds building coverage on the lot.
12. The lot size is inadequate to permit reasonable "commercial" and "R-3" uses

City Council Resolution 2003-202

Page 3 of 4

under the current restrictions. The site cannot be used under its current zoning classification, and satisfy the literal application of the restrictions of the two zones.

13. While commonly such a project would be handled under a “planned unit development”(PUD), the City Code is written in such a way to prohibit PUD’s consisting of a single structure. Due to space constraints, and the lack of available bare land, the current City PUD Code, as written, is impractical and should address single structure developments for South St. Paul.
14. The expected increase in pedestrian traffic and commerce to the adjacent Southview/Marie commercial corridor, due to this development, will have a positive impact to the existing and future retail and hospitality establishments within the Southview/Marie business district.

and the following conditions:

1. The developer is required to make development improvements consistent with the building plans, site plans, and narrative dated August 18, 2003.
2. All building plans and specifications are subject to the review and approval of the City Building Official and the City Fire Marshal.
3. All grading, drainage and utility plans and specifications are subject to the review and approval of the City Engineer and City staff. This includes a landscape plan governing boulevard and foundation plantings for the entire perimeter of the site.
4. All proposed off-street parking must be hard-surfaced and perimetered with integral concrete curbing.
5. The City shall withhold the formal publishing of the rezoning until such time that a Condominium Plat, and related Articles, By-Laws, and Declarations, have been approved and recorded at the Dakota County Recorders Office.
6. The interior and exterior off-street parking as shown on the site plan dated August 18, 2003 shall be for the use of condominium tenants only.
7. All designated off-street parking shall be for the parking of condominium unit owner’s automobiles, only. There shall be no parking or storage of boats, trailers, recreational equipment, etc..., within these dedicated spaces.
8. The rezoning, conditional use permit, and variances are for the construction of a market rate, owner occupied condominium development, only.
9. The Comprehensive Plan Amendment is subject to Metropolitan Council review and approval.
10. No building permit will be issued until a Condominium Plat, with associated Articles, By-Laws, and Declarations, have been reviewed and approved by the



**ATTACHMENT D
LETTER FROM ASSOCIATION'S ATTORNEY
WITH PROPOSED AMENDMENT**

Matthew S. Greenstein, Esq.
(612) 259-7573
matt@greensteinsellers.com

SENT VIA EMAIL & U.S. MAIL

May 22, 2024

City of South St. Paul
City Council
125 3rd Avenue N.
South Saint Paul, Minnesota 55075

Re: Wakota on Fourth – Amendment to Declaration
Our File No. 15430

Dear Sir or Madam,

This firm represents the Wakota on Fourth Association (the “Association”). We are writing regarding a proposed amendment to the Association’s Declaration which requires permission from the City of South Saint Paul (the “City”) before it can be amended. We have previously been in communication with Michael Healy from the City Planner’s Office and he advised that we provide this letter prior to the next City Council Worksession Meeting in June.

As background, the Association’s property is located at 100 4th Avenue North, South Saint Paul, Minnesota 55075. This property is on the same city block and is west of the City’s municipal buildings. The property is subject to its governing documents, including its Declaration for Common Interest Community No. 492 filed for record in Office of the County Recorder for Dakota County on September 27, 2005, as Document Number 2364414 (the “Declaration”). Section 13.3 of the Declaration provides that the City had conditioned its approval of the Common Interest Community on the property being used as owner-occupied housing, with some limited exceptions. Section 24 requires that an amendment to Section 13.3 may not be modified or amended without the written consent of the City. Copies of these provisions are enclosed with this letter.

Over the years, some Units have been purchased for family members of Owners and leased to them. The Association desires to permit this common situation where an Owner purchases a Unit for immediate family members to live in, including those who may not be able to afford to purchase a Unit on their own. The Association is seeking to amend Section 13.3 to provide an exception for Owners to lease to immediate family members. Allowing Owners to lease Units to immediate family members will be consistent with the spirit and intent of Declaration, which requires the Property remain owner-occupied. The proposed amendment would provide an exception for immediate family members defined as siblings, parents, children, grandchildren, and grandparents of Owners. These familial relationships would retain close ties to the Unit Owner of record. The proposed amendment would also restrict rentals for third parties who are not family members and prevent investor-backed purchasers from transforming the property into a nonowner-occupied building.

As discussed above, we have begun coordinating with the City's Planning and Zoning Manager. Mr. Healy has reviewed the proposal in coordination with the City Attorney, City Engineer, and City Administrator in their regularly scheduled meeting. Their consensus is that this proposed amendment makes sense and is not controversial. They also determined this proposed amendment would require the City Council's approval. For the City Council's consideration as part of the upcoming Worksession meeting, enclosed with this letter is the proposed Second Amendment to the Declaration for Wakota on Fourth. If the Council will approve the Amendment, then we anticipate that the City Planner and City Administrator will coordinate with the Council to make a motion at the next regularly scheduled City Council meeting as part of the Consent Agenda. This motion would then authorize the City Administrator to write a letter consenting to the proposed amendment.

Thank you for considering this request.

Very truly yours,

GREENSTEIN SELLERS PLLC



Charles Crawford
Attorney at law

cc: Michael Healy
Board of Directors

purported conveyance, assignment, encumbrance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements, rights in a Limited Common Element or rights in a Stall made without the Unit to which that interest is allocated or appurtenant and any purported conveyance, assignment, encumbrance, judicial sale or other voluntary or involuntary transfer of a Unit without the undivided interest in the Common Elements allocated to the Unit, the interest in any assigned Limited Common Element and any Stalls assigned to the Unit, is void. Each Unit and its allocated interest in the Common Elements and assigned interest in any Limited Common Elements constitutes a separate parcel of real estate.

13.3 The City of South Saint Paul has conditioned its approval of the Common Interest Community on the Community Interest Community being used for owner occupied housing. It is the City's and Declarant's intent that the Units not be sold to investors for use as rental property. Declarant may not lease Units. Owners may not lease Units for a period of more than 24 months out of any 60 consecutive month period. Owner leasing is allowed for up to 24 months out of any 60 month period to avoid imposing hardships upon Owners who need to rent their Units on a short term basis to accommodate temporary absences from the state for work or other reason or for Owners who wish to rent their Unit on a short term basis to "ride-out" an unfavorable market for the sale of a Unit or until a buyer for a Unit can be found. If an Owner rents the Owner's Unit, the Owner and the tenant must have a written lease agreement; the lease agreement must obligate the tenant to observe each of the restrictions and perform each of the covenants the Project Documents impose upon an Owner; the lease agreement must expressly state that the Association is an intended third party beneficiary of tenant's obligation to observe the terms of the Project Documents; the Owner must deliver a copy of the lease to the Association before commencement of the lease term; and the Owner must also lease any Stalls assigned to the Owner's Unit but only to another Owner or other Person in possession of or residing in a Unit.

13.4 Except for the parking of vehicles on portions of the Common Elements that the Project Documents or the Board designate as Stalls, no Owner, tenant or occupant of a Unit may obstruct the Common Elements or store anything in or on the Common Elements without the Board's prior, written consent. No Owner, tenant, occupant or other Person may keep or store any trailers or major recreational equipment, including, but not limited to, camper trailers, pick-up campers, motorized self-propelled motor homes, boats or boat trailers or snowmobiles or snowmobile trailers, on any portion of the Common Interest Community including, but not limited to, the Stalls.

13.5 The occupation and use of Units and the Common Elements is subject to rules and regulations the Board establishes pursuant to Article III of the Bylaws.

13.6 No one may do or keep anything in any Unit or in the Common Elements that will increase the rate of insurance on the Common Interest Community without the Board's prior written consent. No Owner may permit anything to be done or kept in his or her Unit or in or on the Common Elements that will result in the cancellation of insurance on the buildings or contents thereof.

mortgagee having one vote per Unit financed). All procedures, appraisals and disposition of proceeds following any termination of the Common Interest Community are governed by the applicable provisions of the Act.

22. Eminent Domain. The provisions of the Act shall apply to and govern any taking by eminent domain of any portion of the Common Interest Community.

23. Rights of First Mortgagees and Insurers and Guarantors of First Mortgages.

23.1 A holder, insurer or guarantor of a first mortgage, upon written request to the Association (which request must state the name and address of the holder, insurer or guarantor and the Unit number subject to the mortgage held, insured or guaranteed) shall be entitled to receive timely written notice from the Association of:

23.1.1 Any proposed amendment of this Declaration, Articles of Incorporation or Bylaws resulting in a change in the boundaries of a Unit or a Limited Common Element; the fractional undivided interest in the Common Elements appurtenant to any Unit; any Unit's Common Expense Allocation; any change in the Limited Common Elements assigned to a Unit; number of votes in the Association allocated to any Unit; or any change in the use or uses to which a Unit or Common Element is restricted;

23.1.2 Any proposed termination of the Common Interest Community;

23.1.3 Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or which affects the Unit subject to the holder's, insurer's or guarantor's mortgage;

23.1.4 Any delinquency in the payment of annual or special assessments by an owner of the Unit subject to the holder's insurer's or guarantor's mortgage where the delinquency is continued for a period of 60 days;

23.1.5 Any lapse, cancellation or material modification of the insurance provided for in Section 18.2; and

23.1.6 Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

23.2 Each first mortgagee of a Unit or an insurer or guarantor of such first mortgagee may examine the Project Documents, and the books, records and financial statements of the Association during normal business hours and may receive from the Association an audited annual financial statement of the Association within 120 days following the end of the Association's fiscal year.

24. Amendment. Except for amendments Owners may execute to relocate the boundaries between adjoining Units pursuant to Minn. Stat. §515B.2-114 or to terminate the Common Interest Community pursuant to Minn. Stat. §515B.2-119 and amendments Unit Owners and the Association may execute pursuant to Minn. Stat. §515B.2-109(c), this

Declaration, including the CIC Plat, may be amended only with the approval of the Owners holding at least 67% of the membership votes in the Association and mortgagees holding 51% of the Eligible Mortgages (each holder having one vote for each Unit subject to an Eligible Mortgage); provided, however, an amendment that creates or increases Special Declarant Rights, increases the number Units, changes the boundaries of any Unit, changes the Fractional Allocation of a Unit, changes Common Elements to Limited Common Elements or changes the authorized use of a Unit from residential to non-residential, requires the approval of all Owners and 51% of the holders of Eligible Mortgages (each holder having one vote for each Unit subject to an Eligible Mortgage). The Owners and Mortgagees need not execute an amendment to evidence their approval. A certificate of the Association's secretary certifying that an amendment has received the approval of the required number of Owners and Mortgagees at a duly called meeting of the Members is prima facie evidence of that fact. Notwithstanding anything else in this Declaration, the provisions of Section 13.3 may not be modified or amended without the written consent of the City of the South St. Paul which consent the City of South St. Paul may grant or withhold in its sole and absolute discretion.

25. Compliance with Provisions. The Association and each Owner or tenant must comply with the provisions of the Project Documents as the same may be amended from time to time. If the Association, and Owner or an Owner's tenant fails to comply with the provisions of the Project Documents, as the same may be amended from time to time, the Association or any Owner may bring an action to recover damages or for injunctive relief. In any such action, the prevailing party may recover its costs and attorneys' fees.

26. General Provisions.

26.1 Notices. Notices provided for in this Declaration and in the Act must be in writing and must be addressed to the Board or Association, at the address of the Association's registered office, or to any Owner, at the address of the Owner's Unit. Any Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Board. Notices addressed as above shall be effective upon hand delivery or upon mailing properly addressed with postage prepaid and deposited in the United States mail.

26.2 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class Common Interest Community.

26.3 Number, Gender. In construing the Common Interest Community Documents, the singular shall be taken to include the plural, and masculine to denote the feminine wherever appropriate.

26.4 Covenants Running With the Land. All covenants described herein are covenants running with the land, and so long as the Common Interest Community is subject to the provisions of this Declaration, shall remain in full force and effect.

26.5 Conflicts. In the event of any conflict between this Declaration and one or more of the other Project Documents, the terms of this Declaration shall control.

**COMMON INTEREST COMMUNITY NUMBER 492
A CONDOMINIUM
WAKOTA ON FOURTH
SECOND AMENDMENT TO THE DECLARATION**

KNOW ALL PEOPLE BY THESE PRESENTS that this Second Amendment to the Declaration of Wakota on Fourth (the "Amendment") is made by Wakota on Fourth Association, a Minnesota nonprofit corporation (hereinafter referred to as the "Association"), this ____ day of _____, 2024.

WHEREAS, the Declaration for Wakota on Fourth, dated September 14, 2005 was filed in the Office of the County Recorder for Dakota County, Minnesota on September 27, 2005 as Document Number 2364414 subjecting the real property thereunder to the terms and conditions of such Declaration (the "Original Declaration"); and

WHEREAS, the First Amendment to the Declaration for Wakota on Fourth, dated January 25, 2006, was filed in the Office of the County Recorder for Dakota County, Minnesota on March 28, 2006 as Document 2416192 (the "First Amendment"); and

WHEREAS, the Original Declaration and First Amendment are collectively referred to herein as the "Declaration"; and

WHEREAS, in accordance with the provisions of the Declaration, the Association now seeks to amend the Declaration; and

WHEREAS, the Association has complied with all requirements necessary for this Amendment, including obtaining approval by the City of South St. Paul pursuant to Section 24 of the Declaration, and it has been approved in accordance with the Association's Declaration and Bylaws; and

WHEREAS, the real property subject to this Amendment, is legally described on Exhibit A attached hereto, and all of which constitutes and is hereinafter referred to as the "Property."

NOW THEREFORE, the Association hereby amends the Declaration as follows:

I. Section 13.3 of the Declaration is hereby deleted in its entirety and shall be replaced with the following:

13.3 Leasing Restriction. Commencing upon the date of the recording of this Amendment ("Effective Date"), all Units must be occupied by the title owner of record and Owners may not lease Units within the Association. Notwithstanding the foregoing, the following circumstances shall not be a violation of this section:

- (i) the Unit is occupied by the Immediate Family Members of the title Owner of record; and

- (ii) the Owner resides in their Unit as his/her primary residence, and such Owner has a person who also lives in the Unit and contributes money to the Owner, such arrangement shall not be considered a rental.

For the purposes of this section, Immediate Family Members shall be defined as the following: a sibling, parent, child, grandchild, and grandparent of the Owner (collectively, "Immediate Family Members").

II. Except as set forth herein all other provisions of the Original Declaration and First Amendment shall remain unchanged and in full force and effect.

(signature page to follow)

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth.

WAKOTA ON FOURTH ASSOCIATION

By: _____
Title: President

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ the President of Wakota on Fourth Association, a Minnesota non-profit corporation, on behalf of the Association.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Greenstein Sellers, PLLC
825 Nicollet Mall, Suite 1648
Minneapolis, Minnesota 55402
File No. 15430

EXHIBIT A

Legal Description of the Property

Lot 12, 13, 14, 15, 16, 17 and 18, Block 12 STOCKYARDS REARRANGEMENT OF BLOCKS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN, EIGHT, NINE, TEN, ELEVEN AND TWELVE OF SOUTH ST. PAUL, according to the recorded plat thereof, Dakota County, Minnesota.



AGENDA ITEM: Wakota Trailhead Improvements – Change Orders #10 & 11

ACTION TO BE CONSIDERED:

Motion to approve Change Orders No. 10 and 11 for the Wakota Trailhead Improvements with Ebert Construction, totaling \$26,848.68.

OVERVIEW:

On April 17, 2023, the City Council awarded the bid for the Wakota Trailhead Improvements to Ebert Construction in the amount of \$1,580,152.47. The project is now substantially complete, but a final compensating change order for various items is necessary.

Change Order No. 10 is for additional mobilization required to complete the curb and bituminous patching at the Metropolitan Council due to delays caused by an unforeseen buried sanitary pipe.

Change Order No. 11 includes additional materials for the toilet valves and electrical access panel, addition of gutter on the west side of the building to mitigate potential flooding issues, additional quantity of wear course asphalt to complete the parking lot and trail paving, and additional costs for contractor insurance and project management due to unforeseen conditions that extended the original completion date from November 30, 2023 to May 24, 2024.

The net change to the contract amount from Change Orders No. 10 and 11 is \$1,960.00 and \$24,889.68, respectively. The table below summarizes the contract changes:

Original Contract Amount	\$1,580,152.47
Change Orders No. 1, 2, 3, and 5* (formerly No. 4)	\$38, 148.34
Change Order No. 4	\$8,131.20
Change Order No. 6	\$8,817.17
Change Order No. 7	-
Change Order No. 8	\$11,941.89
Change Order No. 9	\$7,782.93
Change Order No. 10	\$1,960.00
Change Order No. 11	\$24,889.68
Proposed Contract Amount	\$1,681,823.68

RECOMMENDATIONS:

Staff recommends that the City Council consider approving Change Orders No. 10 and 11, totaling \$26,848.68, resulting in a new contract amount of \$1,681,823.68.

SOURCE OF FUNDS:

The funding for the project includes DNR Local Trail Grant funds, National Park Service Grant funds, Federal Land Access Program, Capital Program Funds, and Dakota County Matching Funds.



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)	168-090-004	MN Project No.:	FLAP 1922 (125)	Change Order No.	10
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Project Location	675 Verderosa Avenue, South St. Paul, MN 55075				
Local Agency	City of South St. Paul	Local Project No.			
Contractor	Ebert Construction	Contract No.			
Address/City/State/Zip	23350 County Road 10, Loretto, MN 55357				
Total Change Order Amount \$	\$1,960.00				

Whereas delays caused by unforeseen buried sanitary pipe caused a change to the schedule for patching the concrete curb and bituminous at the sanitary connection point near the Metropolitan Council Environmental Services building, additional mobilization is required for crews to come back to the site to complete the patch work.

Therefore, the Engineer has determined that the contract needs to be revised in accordance with Specification 1402.5 to add one additional mobilization to complete the curb and bituminous patching. Payment will be made at the lump sum unit price as listed below.

Estimate Of Cost: <i>(Include any increases or decreases in contract items, any negotiated or force account items.)</i>						
**Group/funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
	2021.501	Mobilization	LS	\$1,960.00	+1	+\$1,960.00
Net Change this Change Order						+\$1,960.00

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

Due to this change, the contract time: <i>(check one)</i>	
<input checked="" type="checkbox"/> (X) Is NOT changed	<input type="checkbox"/> () May be revised as provided in MnDOT Specification 1806
<input type="checkbox"/> () Is Increased by _____ Working Days	<input type="checkbox"/> () Is Increased by _____ Calendar Days
<input type="checkbox"/> () Is Decreased by _____ Working Days	<input type="checkbox"/> () Is Decreased by _____ Calendar Days

Approved by Project Engineer: Stewart Crosby Date: 3/26/2024
 Print Name: Stewart Crosby, SRF Phone: 763-452-4780

Approved by Contractor: Randy Pavey Date: 4/12/24
 Print Name: Randy Pavey, Ebert Construction Phone: 763-498-7844

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: _____



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)	168-090-004	MN Project No.:	FLAP 1922 (125)	Change Order No.	11
-----------	-------------	-----------------	-----------------	------------------	----

Project Location	675 Verderosa Avenue, South St. Paul, MN 55075				
Local Agency	City of South St. Paul	Local Project No.			
Contractor	Ebert Construction	Contract No.			
Address/City/State/Zip	23350 County Road 10, Loretto, MN 55357				
Total Change Order Amount \$	\$24,889.68				

Whereas additional information for the toilet valves and electrical access panel was needed resulting in additional materials for these elements.

Whereas the City determined a gutter is required on the west side of the building to mitigate potential flooding issues.

Whereas the final quantity of wear course asphalt was over the estimated amount by 15.29 tons to complete the parking lot and trail paving.

Whereas, the contract was extended from the original completion date of November 30, 2023, to May 24, 2024, requiring additional costs for contractor insurance, and project management.

Therefore, the Engineer has determined that the contract needs to be revised in accordance with Specification 1402.5 to include the additional elements for the toilet valves and electrical access panel, the addition of a west side gutter, the additional 15.29 tons of wear course mix, and costs associated with the time extension. Payment will be made at the contract price, listed below.

Estimate Of Cost: <i>(Include any increases or decreases in contract items, any negotiated or force account items.)</i>						
**Group/ funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
		ACCESS ELECTRICAL PANEL	LS	\$4,980.81	+1	+\$4,980.81
		TOILET VALVES	LS	\$672.00	+1	+\$672.00
		BUILDING WEST SIDE GUTTER	LS	\$2,665.60	+1	+\$2,665.60
	2360.509	TYPE SP WEAR COURSE MIXTURE (2,C)	TON	\$120.75	+15.29	+\$1,846.27
		TIME EXTENSION	LS	\$14,725	+1	+\$14,725.00
Net Change this Change Order						+\$24,889.68

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

Due to this change, the contract time: <i>(check one)</i>	
<input checked="" type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806
<input type="checkbox"/> Is Increased by _____ Working Days	<input type="checkbox"/> Is Increased by _____ Calendar Days
<input type="checkbox"/> Is Decreased by _____ Working Days	<input type="checkbox"/> Is Decreased by _____ Calendar Days

Approved by Project Engineer: Stewart Crosby Date: 6/11/24
 Print Name: Stewart Crosby, SRE Phone: 763-452-4780

Approved by Contractor: Randy Pavey Date: 6/10/24
 Print Name: Randy Pavey, Ebert Construction Phone: 763-498-7844

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 REPORT
DATE: June 17, 2024
DEPARTMENT: EDA/ADMINISTRATION
Prepared by: Ryan Garcia
ADMINISTRATOR: _____

8-J
&
8-K

AGENDA ITEM:

8-J: Approve Amendment #2 to a Preliminary Development Agreement with Capital Partners Development, LLC

8-K: Approve License Agreement

ACTION TO BE CONSIDERED:

Through Consent, motion to approve agreements with Capital Partners Development, LLC., subject to any minor modifications approved by the City Attorney.

OVERVIEW:

Since late 2022, Staff has been working with Capital Partners Development, LLC (<https://capitalpartnersmn.com/investment-platform/development/>) towards the strategic redevelopment of approximately 15 acres south of I-494 for light industrial land uses. This proposed redevelopment area is located immediately south and west of a complex of public outdoor uses including the new “Wakota Trailhead”, the City’s compost facility, the City’s community gardens, and the DNR boat launch. This property, which has been publicly owned for decades, was first identified as a potential infill development site for light industrial development through a 2018 study for the “Wakota Crossing” development area, a 50-acre .

Significant progress has been made in recent months towards advancing redevelopment of this site, including securing more than \$3 million in contamination cleanup and redevelopment funding through the State (DEED) and Met Council, execution of a grant agreement with the US Department of Housing and Economic Development for \$3 million through HUD’s Economic Development Initiative to assist in bringing public infrastructure to the site, and obtaining fee simple ownership of the property through a deed conveyance from the Met Council to the City. Since early 2024, the US Army Corps of Engineers has been formally reviewing a request by the City for the release of a flowage easement covering the property, which we expect to be resolved sometime in the 3rd Quarter of 2024. With these hurdles mostly cleared, the development project is slowly coming more clearly into view.

In February 2023, the City and Capital Partners Development entered a preliminary development agreement in order to frame our public-private partnership through its early stages, and the agreement was extended in November 2023 to run through June 30, 2024. This agreement defines each party’s roles and expectations as we work towards a definitive development plan and ultimately the formal, legally binding agreements needed to deliver that development. While we have made remarkable progress in recent months, we are still a few months away from being in a position to formalize a purchase and development agreement for the site’s development as

we continue to work with the Army Corps of Engineers on a release of flowage easement encumbering the property and look to start work on site preparation work – including excavation of environmentally and geotechnically substandard soils as well as filing and grading of the site. To this end, Staff is presenting for approval two Agreements with Capital Partners Development:

- Second Amendment to Preliminary Development Agreement – this Amendment extends the term date on the Preliminary Development Agreement to 12/31/2024.
- License Agreement – this Agreement establishes a right for the Developer to occupy the property for the specific purposes of excavation, grading and filling of the site prior to taking title to the property. It is essential that we begin work on the contamination cleanup and site preparation work at this site as soon as practical, as the DEED and Met Council grants are all “time sensitive” and also because the developer is targeting construction of their development beginning in spring/summer 2025.

Staff is recommending approval of the Second Amendment to Preliminary Development Agreement, and of the License Agreement, subject to minor/clerical modifications meeting the approval of the City Attorney. The Developer will be required to obtain any relevant and required permits related to the grading and filling operation prior to commencing the work. In the event that the developer “walks” from the project, the agreement establishes an escrow of \$20,000 that the City would use to stabilize the site.

ATTACHMENTS:

Orientation Map

Updated Site/Context Maps

Amendment #2 to Preliminary Development Agreement

License Agreement

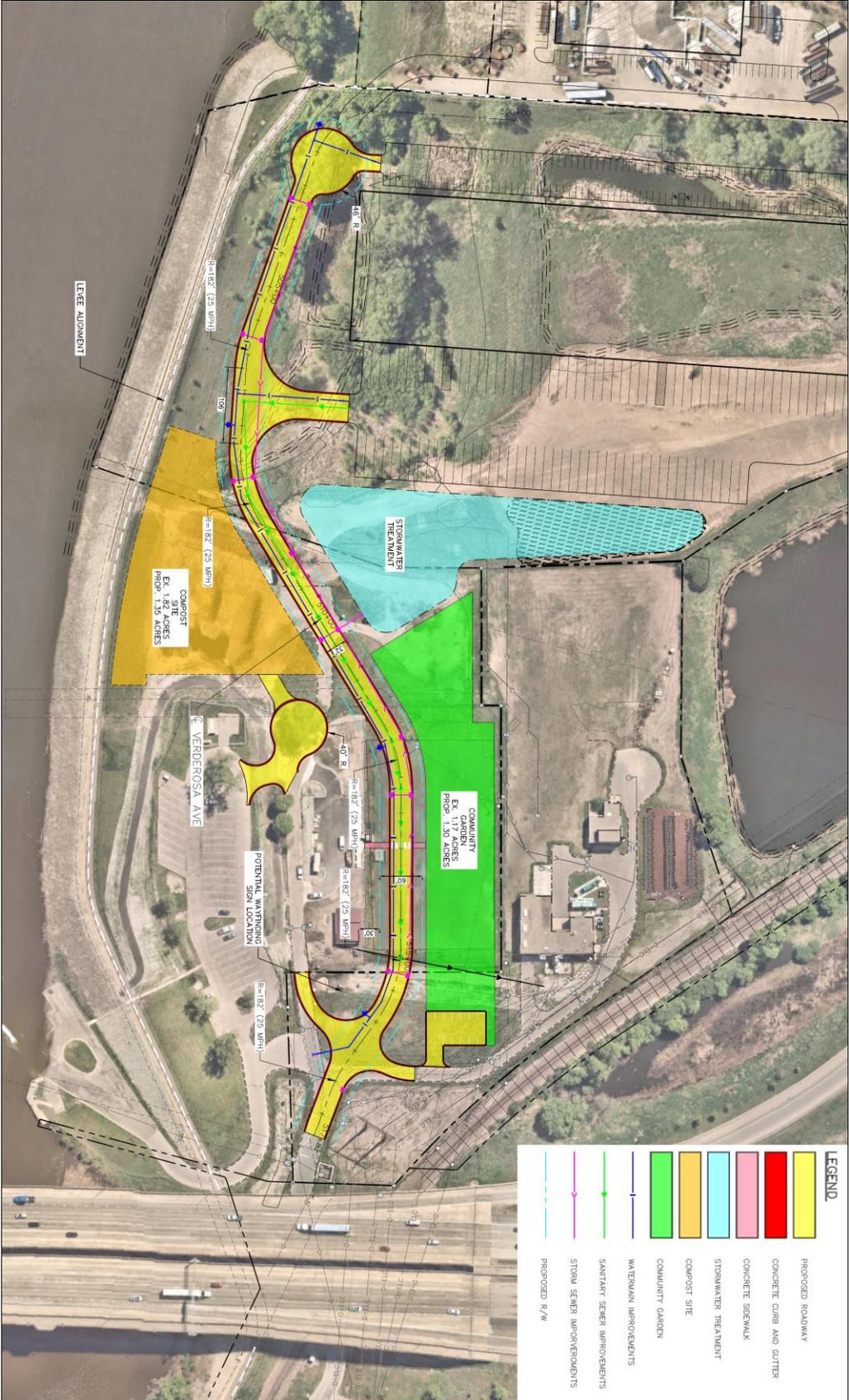
ATTACHMENT 1 – ORIENTATION MAP



ATTACHMENT 2A – UPDATED SITE/CONTEXT PLAN



VERDEROSA AVENUE EXTENSION
SOUTH ST. PAUL, MN



LEGEND	
	PROPOSED ROADWAY
	CONCRETE CURB AND GUTTER
	CONCRETE SIDEWALK
	STORMWATER TREATMENT
	COMPOST SITE
	COMMUNITY GARDEN
	WATERMAN IMPROVEMENTS
	SANITARY SEWER IMPROVEMENTS
	STORM SEWER IMPROVEMENTS
	PROPOSED R/W

ATTACHMENT 2B – UPDATED SITE/CONTEXT PLAN

Kimley»Horn

VERDEROSA AVENUE EXTENSION
SOUTH ST. PAUL, MN



0 120 240
SCALE: HORIZONTAL FEET

SECOND AMENDMENT TO PRELIMINARY DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO PRELIMINARY DEVELOPMENT AGREEMENT (this “Second Amendment”) is entered into as of June 17, 2024 (the “Effective Date”), by and between the City of South St. Paul, a public body corporate and politic organized under the laws of Minnesota (“City”), and Capital Partners Development LLC, a Minnesota limited liability company (“Developer”), collectively, the “Parties”.

RECITALS

Recital No. 1. City and Developer entered into a Preliminary Development Agreement dated February 8, 2023, as amended by that certain First Amendment to Preliminary Development Agreement dated November 6, 2023 (collectively, “Preliminary Agreement”) and related to mutual agreement by the Parties to undertake certain pre-development activities and actions for the Property identified in the Preliminary Agreement and establish a framework for future negotiations towards the purchase and development of the Property by the Developer.

Recital No. 2. Developer has requested the Preliminary Agreement be amended to extend the Expiration Date of the Preliminary Agreement.

Recital No. 3. City does not object to the extension.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this First Amendment and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Article 8 of the Preliminary Agreement shall be removed and replaced in its entirety as follows:
 - I. This Agreement is effective from the date hereof through December 31, 2024. After such date, neither party shall have any obligation hereunder except as expressly set forth to the contrary herein.

2. Except as provided for above, the terms and provisions of the Preliminary Agreement shall remain in full force and effect.
3. This Second Amendment and all disputes or controversies arising out of or relating to this Second Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.
4. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise, or of the maximum liability limits provided by Minnesota Statutes, Chapter 466.
5. This Second Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
6. This Second Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

[remainder of page intentionally blank]

IN AGREEMENT, the parties hereto have hereunto set their hands as of the Effective Date.

CITY OF SOUTH ST. PAUL

By _____
James P. Francis
Its Mayor

By _____
Deanna Werner
Its Clerk

DEVELOPER:
CAPITAL PARTNERS DEVELOPMENT LLC

By: ARL

Its: Managing Partner

**LICENSE AGREEMENT RELATING TO
PRE-DEVELOPMENT ACTIVITIES ON PROPERTY
IN THE CITY OF SOUTH ST. PAUL, DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT (“Agreement”) is made, entered into and effective this ____ day of June, 2024, (“Effective Date”) by and among the City of South St. Paul, a public body corporate and politic organized under the laws of Minnesota (“City”), and Capital Partners Development LLC, a Minnesota limited liability company (“Licensee”).

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

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

1.2 Licensed Property. “Licensed Property” means the following real property located in the City of South St. Paul, Dakota County, Minnesota:

Located adjacent to 480 Verderosa Avenue, South St. Paul, Minnesota, identified as Lot 2, Block 1 Wakota North and with Dakota County Parcel ID Number 36-83210-01-020, as generally depicted in Exhibit A attached hereto.

1.3 Licensee. “Licensee” means Capital Partners Development LLC, a Minnesota limited liability company and its assigns and successors in interest.

1.4 Pre-Development Activities. “Pre-Development Activities” means earthwork to reconfigure the topography of the Licensed Property, including the excavation, or removing of soil, rock, etc., filling in portions of the Licensed Property, and compacting the soil on the Licensed Property.

1.5 Preliminary Development Agreement. The “Preliminary Development Agreement” means the agreement entered into by City and Licensee dated February 8, 2023, and the First Amendment dated November 6, 2023, and Second Amendment dated June 17, 2024, related to the mutual agreement by the Parties to undertake certain pre-development activities and actions for the Property and establish a framework for future negotiations towards the purchase and development of the Property by the Licensee.

1.6 Site Plan. “Site Plan” means the site plan relating to Licensee’s Development of the Property attached as Exhibit B.

1.7 Stabilization Costs. “Stabilization Costs” means a costs incurred by the City to stabilize the Property in the event the Licensee terminates this Agreement or fails to complete the Pre-Development Activities.

ARTICLE 2
RECITALS

2.1 The Licensed Property has previously been used for the purposes of wastewater treatment and is known or suspected to be impacted by adverse conditions in the soil and/or groundwater which inhibit the ability to develop the Licensed Property without mitigation and/or remediation.

2.2 The City has determined that it is in the best interest of the City that the Licensee be designated as the sole Licensee and sole developer of the Licensed Property during the term of this Agreement.

2.3 The City intends that the site design for the Licensed Property be generally consistent with the Site Plan as depicted in Exhibit B attached hereto.

2.4 Licensee desires to acquire and develop all or a portion of the Licensed Property for the purposes of constructing thereon a light industrial development project consisting of not less than 175,000 square feet of gross floor area.

2.5 Licensee has requested the early access/use of the Licensed Property to begin development through the Pre-Development Activities.

2.6 Subject to the terms of this Agreement, the City is willing to allow the Licensee to use the Licensed Property for purposes described herein if the conditions of this Agreement are met.

2.7 Licensee is required to obtain any necessary permits required by the City or other governmental authorities to perform the Pre-Development Activities on the Licensed Property.

ARTICLE 3
CONDITIONS

3.1 Term of Agreement. This Agreement shall begin on the Effective Date and Terminate May 31, 2025 or when Licensee acquires fee title to the Licensed Property, whichever occurs first (“Termination Date”). In the event the Preliminary Development Agreement is terminated, this Agreement shall be automatically terminated.

3.2 Purpose and Use. The purpose and use of the License Agreement is to allow Licensee to begin the necessary Pre-Development Activities on the Licensed Property prior to closing date as established by the Pre-Development Agreement and related Amendments. This

License gives permission for Licensee and its agent to enter onto the Licensed Property for the sole purpose of carrying out the duties and obligations of this License.

3.3 Removal of Equipment. All of Licensee's equipment, tools, material, etc. must be removed from the Licensed Property by the Termination Date. If not removed, the City shall remove the Licensee's equipment, tools, material, etc. and all costs associated with removal and storage of Licensee's equipment, tools, etc., as well as any damage to the Licensed Property, shall be the responsibility of Licensee.

3.4 Maintenance of Licensed Property and Nuisance Activity. Licensee agrees to maintain the Licensed Property and keep it free and clear of trash and debris, except as placed in proper receptacles. Licensee agrees that each will not create a nuisance with excessive noise, trash, smoking or other nuisance activity and will cooperate with all City Staff to address any complaints.

3.5 Inspection. City shall have the right to enter upon the Licensed Property at all times to inspect the same for compliance by Licensee with the terms and conditions of this License.

3.6 Costs; Escrow. Licensee shall be solely responsible for all costs incurred by Licensee. Within five business days of full execution of this Agreement, the Licensee agrees to submit to the City \$20,000 ("Escrow Funds") to cover the City's Stabilization Costs. Any remaining Escrow Funds shall be returned to Licensee upon completion of the Pre-Development Activities or upon the execution and closing of a Purchase Agreement.

3.7 Construction Of Pre-Development Activities. Under the terms and conditions stated herein, Licensee, at its own cost, is hereby authorized by the City to conduct the Pre-Development Activities on the Licensed Property. The Pre-Development Activities shall only occur on the Licensed Property.

3.8 City Not Responsible For Licensee's Pre-Development Activities. Nothing contained herein shall be deemed an assumption by the City of any responsibility for aiding in the completion of the Pre-Development Activities by Licensee.

3.9 Remedies. If the Licensee fails to perform its obligations under this Agreement, and such failure continues for a period of thirty (30) days following written notice from the City, then the City may terminate this Agreement or avail itself of any remedy afforded by law or in equity. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.10 Indemnification. The Licensee shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses,

obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- (a) The Licensee's performance of the Pre-Development Activities;
- (b) Failure by the Licensee to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- (c) Use of the Licensed Property for Licensee's performance of the Pre-Development Activities;

unless caused by the City's gross negligence.

3.11 Indemnification. The City shall indemnify Licensee, defend and hold its agents, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that Licensee incurs or suffers, which arise out of, result from or relate to the City's use of the Licensed Property, unless caused by Licensee's gross negligence.

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

4.1 Continuing Right To Licensed Property. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the Licensed Property.

4.2 Risk of Loss. Licensee understands and agrees that the Licensed Property may be adversely affected by damage arising out of the City's use of the Licensed Property or by members of the public because it is located on City property. The parties agree that the City is not responsible for any damage, vandalism, or destruction of the Licensed Property.

4.3 No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

4.4 Assignment. This Agreement is not assignable without mutual written consent of the parties. Licensee may sublicense a portion of the Licensed Property upon written acknowledgement from the sublicensee that they will comply this Agreement. Licensee shall retain responsibility for the activity of any sublicensee and shall terminate any sublicense for violations of this Agreement, at the request of the City.

4.5 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Licensed Property and shall be binding upon the heirs, successors, administrators and assigns of the parties.

4.6 Notices. Notices shall be deemed effective upon delivery to the following:

If to City: City of South St. Paul
Attn: City Administrator
125 3rd Avenue North
South St. Paul, MN 55075

If to Licensee: Capital Partners Development LLC
Attn: Joe Radach
5201 Eden Avenue, Suite 50
Edina, MN 55436

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

4.8 Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

4.9 Headings. The subject headings of the sections this Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

4.10 Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY OF SOUTH ST. PAUL

Mayor James Francis

City Clerk Deanna Werner

CAPITAL PARTNERS DEVELOPMENT LLC

By: D.A.V

Its: Managing Partner

EXHIBIT A
DEPICTION OF PROPERTY

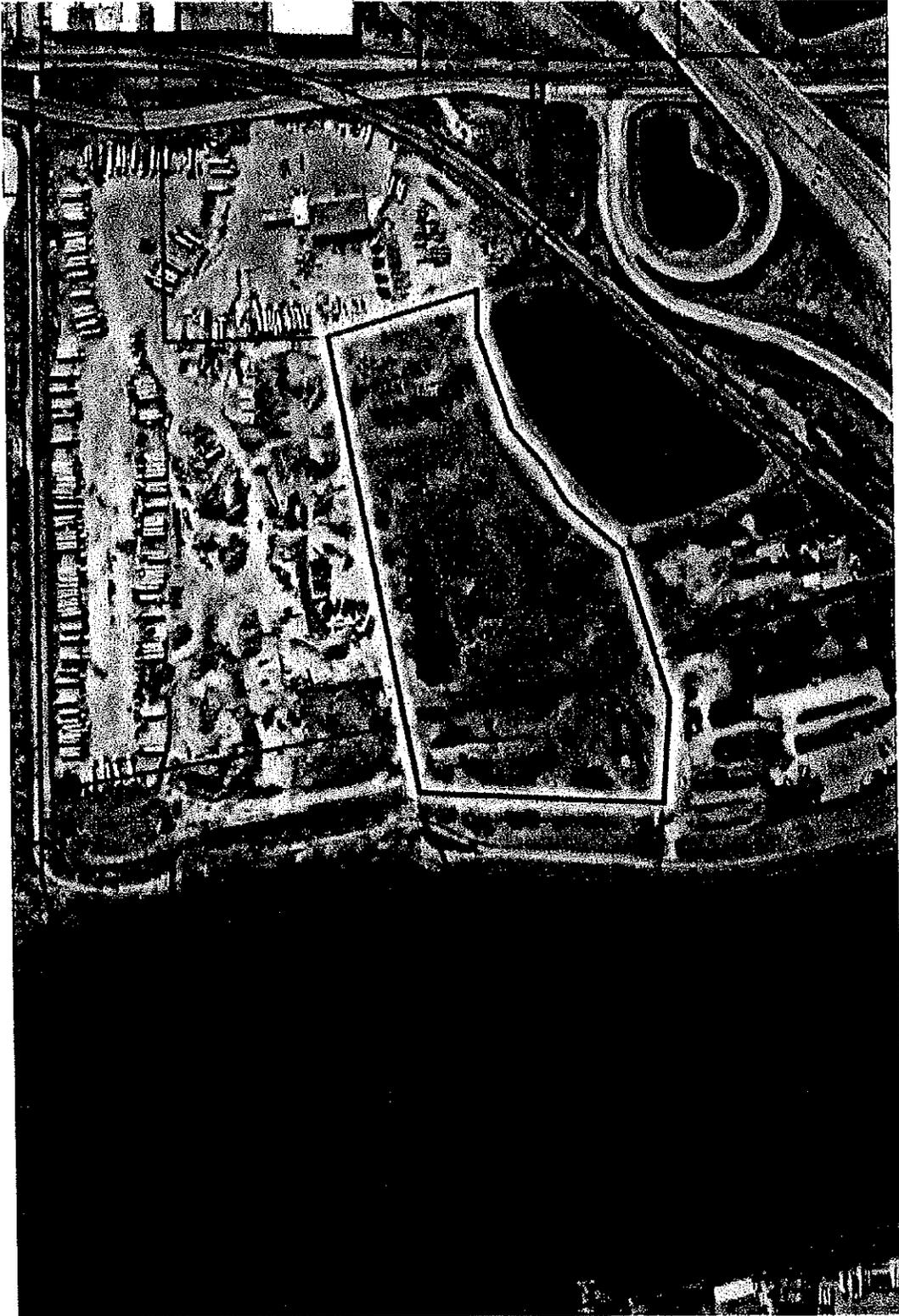
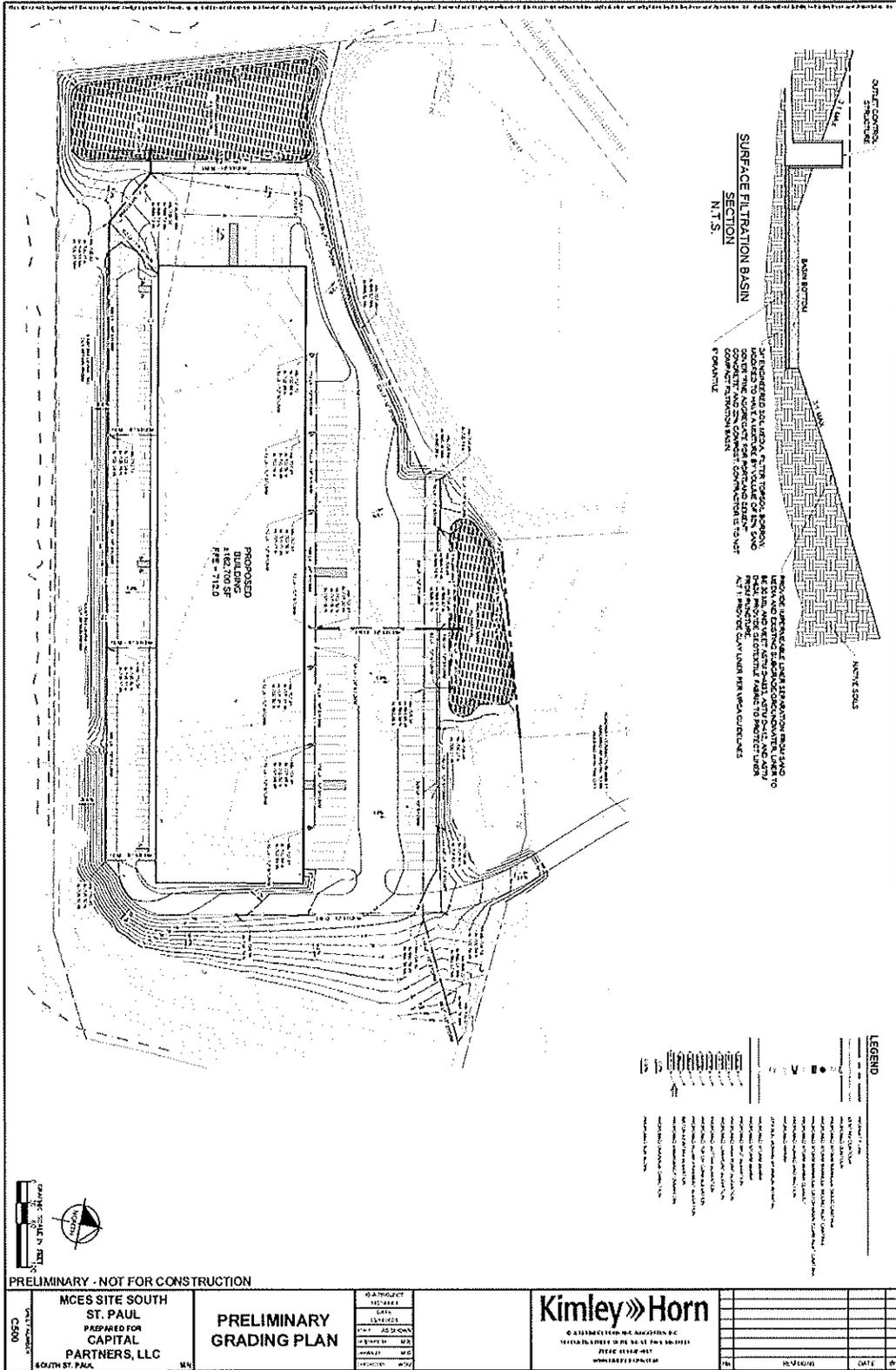


EXHIBIT B SITE DEVELOPMENT PLAN





CITY COUNCIL AGENDA REPORT
DATE: June 17th, 2024
DEPARTMENT: POLICE
Prepared by: Brian Wicke
ADMINISTRATOR: _____

8-L

AGENDA ITEM: Amendment to Joint Powers Agreement Establishing the Criminal Justice Network

ACTION TO BE CONSIDERED:

Motion to approve the First Amendment to the Joint Powers Agreement Establishing the Criminal Justice Network.

OVERVIEW:

Effective on January 1st, 2022, the County of Dakota, the City of Burnsville, the City of Farmington, the City of Hastings, the City of Inver Grove Heights, the City of Mendota Heights, the City of Rosemount, the City of South St. Paul, and the City of West St. Paul entered into a five-year joint powers agreement forming the Criminal Justice Network.

The Agreement provides that the Agreement may be amended at any time by agreement of all members.

The members of this JPA desire to amend this Agreement to add the City of Plymouth as a party to the Agreement, correct a scrivener's error defining the initial term, and to update the budget and financing section to reflect current, as well as future anticipated operational practices.

The Amendment has been reviewed by the City Attorney and no concerns were noted.

The First Amendment is attached, along with the original Joint Powers Agreement for reference.

The amended agreement will be executed later via DocuSign upon approval by all members.

SOURCE OF FUNDS:

N/A

**First Amendment to the Joint Powers Agreement
Establishing the Criminal Justice Network**

WHEREAS, effective on January 1, 2022, the County of Dakota, the City of Burnsville, the City of Farmington, the City of Hastings, the City of Inver Grove Heights, the City of Mendota Heights, the City of Rosemount, the City of South St. Paul, and the City of West St. Paul ("Initial Members") entered into a five-year joint powers agreement ("Agreement") forming the Criminal Justice Network, a MN joint powers organization, ("CJN" or "CJN Board"); and

WHEREAS, the Initial Members desire to amend the Agreement to amend the CJN annual budget funding structure in fiscal year 2026 and correct a scrivener's error in the Agreement to correctly reflect an Initial Term of five years; and

WHEREAS, the Initial Members desire to amend the Agreement to add the City of Plymouth as a party to the Agreement and Member of the CJN Board, subject to the conditions contained herein; and

WHEREAS, the Agreement provides that the Agreement may be amended at any time by agreement of all Members.

ACCORDINGLY, in consideration of the mutual promises contained herein, the Initial Members and City of Plymouth agree to amend the Agreement ("First Amendment") as follows:

1. Effective upon the last required signature to this First Amendment, the City of Plymouth is a Member of the CJN Board and a party to the Agreement, as amended herein, and accepts the terms and conditions thereof, including any conditions specific to the City of Plymouth.

2. Article 3 (Term and Effective Date) of the Agreement is deleted in its entirety and replaced with the following:

"This Agreement is effective, and the joint powers entity is established, on January 1, 2022, referred to herein as the Effective Date, and shall continue until December 31, 2026, or until terminated as provided in Article 10 or as required by law or court order ("Initial Term")."

3. Article 8 (Budget and Financing) of the Agreement is amended as follows:

3.1. Section 8.3 paragraph B. of the Agreement is deleted in its entirety and replaced with the following:

"B. From the Date of Execution through the end of fiscal year 2025, the CJN annual budget (Total Membership Fees) will be comprised of a minimum of two funding components: Operations and Records Management System (RMS). Section 8.3. paragraphs C. and D. are only applicable through the end of fiscal year 2025 for the Initial Members. Beginning in fiscal year 2026, the CJN annual budget (Total Membership Fees) will be comprised of a minimum of two funding components: Operations and Future Development, as described in Section 8.3 paragraph G. Section 8.3 paragraphs C. and D. shall not apply to any Member after the beginning of fiscal year 2026. During the Initial Term, the County will contribute a fixed annual subsidy in the amount of \$472,642.00, which shall constitute the County's annual Total Membership Fees, except for Membership Fees assessed to the Dakota County Sheriff's Office pursuant to this section. There will be no annual adjustment of the subsidy amount."

3.2. New paragraph G. is added to Section 8.3 of the Agreement, as follows:

"G. Beginning in fiscal year 2026, the Members shall contribute to the Operations fund and the Future Development fund as described herein.

1. The Members will contribute to the Operations fund as follows: (a) 50% of the budgetary formula will be based on the population of the geographical areas for which it provides law enforcement services. For fiscal year 2026, the population will be determined as of January 1, 2025. For purposes of this paragraph, the geographical area for which the Sheriff's Office provides law enforcement services means that area

outside the boundaries of all cities located within Dakota County, but includes the areas within certain city boundaries that are patrolled by the Sheriff's Office; and (a) the other 50% of the budgetary formula will be based upon the proportional total number of the users determined as of January 1 of the previous fiscal year.

- 2. The Members will contribute a fixed annual amount of \$3,500 for the Future Development Fund."

3.4 New Section 8.9 is added to Article 8 of the Agreement, as follows:

"8.9 City of Plymouth RMS Project Contribution. The City of Plymouth shall contribute Four Hundred Thousand Dollars (\$400,000) to the CJN Board toward the design and build of a new law enforcement records management system ("RMS Project"), which does not include any costs the City of Plymouth may incur for data conversion. The City of Plymouth will be responsible for this contribution as follows:

- A. The City of Plymouth will contribute 50% of the total invoices due from CJN for any contract related to the RMS Project, except for CJN Contract # DCA21380 with GTEL Advisors, LLC for database design and user interfaces.
- B. CJN commits to the City of Plymouth that the first contract related to the RMS Project for which the City of Plymouth will be required to contribute such funds will be entered into between CJN and GTEL Advisors LLC ("First Contract"), and that the RMS Project will include integration of computer aided dispatch and citation information for Hennepin County law enforcement agencies into the records management system.
- C. After the First Contract, the City of Plymouth will be required to contribute its 50% contribution for any CJN contract related to the RMS Project.
- D. Notwithstanding anything to the contrary in the Agreement or this First Amendment, the City of Plymouth is not obligated to contribute Membership Fees until January 1, 2026, or the go-live date of the records management system, whichever date is later."

- 4. All other terms of the Agreement shall remain in force and effect unless otherwise amended in accordance with the terms of the Agreement.

In Witness Whereof, the Initial Members and City of Plymouth have executed this First Amendment to the Agreement on the dates indicated below.

COUNTY OF DAKOTA, MINNESOTA

By _____
Its _____

Date _____

Approved as to form

Assistant County Attorney Date
File No. KS-24-75

CITY OF BURNSVILLE, MINNESOTA

By: _____

Its: _____

Date: _____

DRAFT

CITY OF FARMINGTON, MINNESOTA

By: _____

Its: _____

Date: _____

DRAFT

CITY OF HASTINGS, MINNESOTA

By: _____

Its: _____

Date: _____

DRAFT

CITY OF INVER GROVE HEIGHTS, MINNESOTA

By: _____

Its: _____

Date: _____

DRAFT

CITY OF MENDOTA HEIGHTS, MINNESOTA

By: _____

Its: _____

Date: _____

DRAFT

CITY OF PLYMOUTH, MINNESOTA

By: _____

Its: _____

Date: _____

DRAFT

CITY OF ROSEMOUNT, MINNESOTA

By: _____

Its: _____

Date: _____

DRAFT

CITY OF SOUTH ST. PAUL, MINNESOTA

By: _____

Its: _____

Date: _____

DRAFT

CITY OF WEST ST. PAUL, MINNESOTA

By: _____

Its: _____

Date: _____

DRAFT

Joint Powers Agreement
Establishing the
Criminal Justice Network Board

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This Joint Powers Agreement (as amended from time to time, this "Agreement") is entered into between the undersigned parties (also referred to herein as "Members"), all being political subdivisions of the State of Minnesota, by and through their respective governing bodies.

RECITALS

WHEREAS, pursuant to Minn. Stat § 471.59, political subdivisions in the State of Minnesota are empowered to provide assistance to, and act in coordination with, other political subdivisions as deemed necessary to benefit the public; and

WHEREAS, the parties to this Agreement wish to jointly and cooperatively provide for the establishment, operation and maintenance of technology systems and services to support criminal justice agencies and information management systems for the use and benefit of the parties and others; and

WHEREAS, the parties to this Agreement wish to create and establish a joint powers entity and joint powers board referred to as the Criminal Justice Network to collaboratively accomplish their mutual goals of improving and supporting criminal justice agency information management systems and capabilities.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each Party shall derive here from, the parties agree as follows:

ARTICLE 1 Statement of Purpose and Powers to be Exercised

The purpose of this Agreement is: (1) to establish CJN, a joint powers entity to provide information management systems and technology services to support criminal justice agencies for the use and benefit of the Members and others; (2) to provide personnel benefits for the employees of CJN; (3) to define the rights and obligations of the Members with respect to the establishment, operation and maintenance of CJN; and (4) to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding criminal justice processes, information systems and integration of criminal justice information systems.

ARTICLE 2 Definitions

- 2.1 **"Board"** means the Criminal Justice (CJN) joint powers board formed by this Agreement.
- 2.2 **"Criminal Justice Network" or "CJN"** means the joint powers entity formed by this Agreement.
- 2.3 **"Initial Member"** is a governmental unit that executed this Agreement as of the Effective Date and created the Criminal Justice Network (CJN) Board.
- 2.4 **"Law Enforcement Agency"** means a unit of state, local government, or federally-recognized tribe that is authorized by law to grant full powers of arrest and to charge a person with the duties of preventing and detecting crime and enforcing the general criminal laws of any state, and/or incarcerating individuals. This includes, without limitation: municipal police departments,

county sheriff departments (both patrol and jail functions), the Minnesota Department of Corrections, the Minnesota Bureau of Criminal Apprehension, and the Minnesota State Patrol.

- 2.5 **“Member”** means an Initial Member and each additional governmental unit satisfying the requirements of Section 5.2 after the Effective Date of this Agreement but excluding any governmental unit that has withdrawn from the Agreement pursuant to Article 11 hereof.
- 2.6 **“Membership Fee”** means the amount of the operating and capital costs of CJN that is charged to an individual Member for a fiscal year.
- 2.7 **“Supermajority”** means two-thirds (66.7%) of the Board representatives.
- 2.8 **“System Fees”** means the amount of money a Member or non-Member pays to access and use the systems and applications developed or purchased by CJN or services provided by CJN. CJN shall not charge System Fees to the County for its non-Law Enforcement Agency users during the Initial Term of this Agreement. A Member’s System Fee is in addition to the Member’s annual Membership Fee.
- 2.9 **“Total Membership Fees”** means the total amount of the operating and capital costs of CJN that is approved by the Board and charged to all Members for each fiscal year to assist in funding the total costs of CJN.
- 2.10 **“Withdrawing Member”** means a Member that has given notice of its intent to withdraw from the Agreement pursuant to Section 11.1.

ARTICLE 3 Term and Effective Date

This Agreement is effective, and the joint powers entity is established, on January 1, 2022, referred to herein as the Effective Date, and shall continue until December 31, 2027, or until terminated as provided in Article 10 or as required by law or court order (“Initial Term”).

ARTICLE 4 Manner of Exercising Powers

The joint powers of the Members will be exercised through the Board having the powers and duties described herein. The Board is authorized to exercise the joint powers on behalf of and in cooperation with the Members as provided herein.

ARTICLE 5 Membership

- 5.1 **Initial Members.** The Initial Members are the County of Dakota (“County”), the City of Burnsville, the City of Farmington, the City of Hastings, the City of Inver Grove Heights, the City of Mendota Heights, the City of Rosemount, the City of South St. Paul, and the City of West St. Paul.
- 5.2 **Additional Members.** In addition to the Initial Members, any governmental unit as defined in Minn. Stat. § 471.59 that maintains a Law Enforcement Agency is eligible to become a Member, subject to the prior approval of the Board, by:

- A. Executing and delivering to the Board a counterpart signature page to this Agreement, indicating its acceptance of the terms and conditions hereof; and
- B. Satisfying such other conditions mandated by the Board at the time as a condition to becoming a Member, and payment of a Membership Fee.

5.3 Requirement of Good Standing. Continued membership in CJN is contingent upon the payment by each Member of the annual Membership Fees as determined by the Board. After being given notice and 30 calendar days to cure any default for non-payment of fees, Members who are not in good standing may be terminated from this Agreement by a Supermajority vote of the Board. Members who are involuntarily terminated by the Board shall not act to discharge any liability incurred or chargeable to the Members before the effective date of termination, and the terminated Member is not entitled to any distribution of assets or fees paid, all as stated in Section 11.2.

ARTICLE 6 Joint Powers Board

6.1 Establishment of the Board. The parties hereby establish the Board as a joint powers board, which shall jointly exercise such powers and authorities as are necessary to achieve its purposes as provided in Article 1. The Board shall be an entity separate from the parties and shall not be deemed to be an agent or partner of the parties to this Agreement.

6.2 Powers of the Board. The Board shall have the following powers and duties:

- A. To take actions necessary and convenient to discharge the duty to implement, maintain and operate the systems and applications necessary for the continuation of CJN and its integration of information systems for criminal justice agencies;
- B. To adopt bylaws and rules or policies consistent with this Agreement that are required to effectively exercise the powers or accomplish the objective of CJN;
- C. To adopt an annual operating and capital budget, including a statement of sources of funding and allocation of costs to the Members;
- D. To enter into contracts in its own name, including contracts to purchase materials, goods, or services and contracts to provide its Members and non-Members with access and use of systems and applications developed or purchased by CJN and other services provided by CJN;
- E. To establish processes for setting and charging System Fees;
- F. To acquire, lease, hold and dispose of property, both real and personal including transfer of property from a Member to CJN;
- G. To arrange with one or more of the Members to incur debt or issue bonds for the benefit of CJN, as permitted by law;
- H. To develop, acquire, operate and maintain applications and systems for criminal justice agencies to improve operational efficiencies, integrate information between criminal justice agencies, including those systems acquired jointly and cooperatively for the benefit of the Members;
- I. To hire, discipline, or discharge employees required to accomplish the purposes of this Agreement, including employing an Executive Director and delegating personnel authority to the Executive Director;

- J. To purchase any insurance or indemnity or surety bonds as necessary to carry out this Agreement and purpose of CJN;
- K. To seek, apply for, and accept appropriations, grants, gifts, loans of money, or other assistance as permitted by law from any person or entity, whether public or private;
- L. To commence any type of legal action or proceeding permitted by law to protect CJN's property and interests;
- M. To exercise all powers necessary and incidental to carrying out the purposes set forth in Article 1 of this Agreement;
- N. To contract with a Member or third party for auditing, financial, human resources, information technology, risk management, legal, and other services as needed for CJN; and
- O. To approve contracting and purchasing policies for CJN.

6.3 Board Representatives and Vacancies.

- A. Board Creation and Composition. The Board shall consist of one Board representative from each of the Members who is appointed by the respective head of the Member's Law Enforcement Agency. Each Member shall also be entitled to appoint an alternate Board representative, who shall act for the Board representative during that individual's absence. In addition, for the Initial Term of this Agreement, the County's Board of Commissioners is entitled to appoint one Board representative and one alternate. This Agreement at times uses the term "Board representative" to refer to both a Board representative and that representative's alternate.
- B. Board Compensation. Board representatives shall serve without compensation from CJN, but this shall not prevent a Member from providing compensation for a Board representative if such compensation is authorized by the Member and by law.
- C. Representative Terms. The terms of each Board representative will be established in the Board's bylaws. Any Board representative shall be subject to removal by the appointing Member at any time, with or without cause. If any Board representative is removed by the appointing Member, the vacancy shall be filled by that appointing Member. A Board representative's term terminates at such time as the individual ceases to be a member of the governing body of the applicable Member or an employee of the applicable Member.

6.4 Board Governance – Officers. At its first meeting, and its first regular meeting of each subsequent year, the Board shall elect a Chair and Vice Chair from among the Board representatives. The Chair and Vice Chair shall be elected by the Board for one-year terms. The Chair shall preside at all meetings of the Board and shall perform other duties and functions as may be determined by the Board. The Vice Chair shall preside over and act for the Board during the absence of the Chair.

6.5 Board Governance – Voting.

- A. Actions of the Board will be taken by vote of the Board in which each Board representative shall have one equal vote. Proxy voting is not permitted. The Board shall function by a majority of the Board representatives present at the time of the vote.
- B. Decisions of the Board will be made by a majority of the votes cast except where a Supermajority is required.

- C. A Board representative shall not be entitled to vote on behalf of the Member during the time that such Member is in default on any contribution to CJN or on any contract with CJN. During the existence of such default, the vote or votes of such Member shall not be counted as eligible votes.

6.6 Board Committees. The Board may appoint standing committees, ad hoc committees and workgroups, with the powers described in the Board’s bylaws or in resolutions adopted to establish the committee or workgroup.

6.7 Board Meetings. The Board shall meet as set forth in the bylaws adopted by the Board or upon a call of the Board Chair. All meetings of the Board shall comply with Minnesota Statutes Ch. 13D, the Minnesota Open Meeting Law.

ARTICLE 7 Executive Director

CJN shall have a chief operating officer with the title Executive Director. The Executive Director shall be the administrative head of CJN and shall report to the Board and the Executive Committee, if the Board creates one, for the administration and operation of CJN. The Executive Director shall be an employee of CJN. Any vacancy in the office of the Executive Director shall be filled as soon as possible after the effective date of such vacancy. In the case of absence or disability of the Executive Director, the Board may designate any other qualified person to carry out the duties of the Executive Director during such absence or disability.

ARTICLE 8 Budget and Funding

8.1 Fiscal Year. The fiscal year for CJN shall be the calendar year.

8.2 Recommended Annual Budget. The annual budget of CJN must be adopted in the following manner:

- A. The Executive Director shall prepare a proposed annual operating and capital budget for the following fiscal year for consideration by the Board no later than April 1st of each year;
- B. Annually, prior to April 1st the Executive Director shall deliver to each Board representative a copy of the proposed budget;
- C. Annually prior to May 1st, the Board will supply each Member with a proposed budget for the following fiscal year; and
- D. The annual budget for the following fiscal year shall be adopted at a meeting of the Board in June.

If the Board fails to adopt a budget by July 1st, the budget from the current fiscal year shall be deemed approved for the next fiscal year. This requirement to adopt a budget at a regular meeting of the Board by July 1st does not apply to the calendar year in which this Agreement is first executed; however, the Board shall adopt a budget for the first fiscal year of this Agreement at its first Board meeting in 2022.

8.3 Member Contributions to Adopted Budget.

- A. The Board shall have the authority to fix cost sharing charges for all Members in an amount sufficient to provide the funds required for CJN's operational and capital costs in the budget.
- B. The CJN annual budget (Total Membership Fees) will be comprised of a minimum of two funding components: Operations and Records Management System (RMS). During the Initial Term, the County will contribute a fixed annual subsidy in the amount of \$472,642.00, which shall constitute the County's annual Total Membership Fees, except for Membership Fees assessed to the Dakota County Sheriff's Office pursuant to this section. There will be no annual adjustment of the subsidy amount.
- C. City Members and the Dakota County Sheriff's Office shall contribute to the Operations fund in proportional share based on the population of the geographical areas for which it provides law enforcement services determined as of July 1 of the previous fiscal year, except for fiscal year 2022. For purposes of this section, the geographical area for which the Sheriff's Office provides law enforcement services means that area outside the boundaries of all cities located within Dakota County, but includes the area within the boundaries of the cities of Coates, Hampton, Miesville, New Trier, Randolph and Vermillion. For fiscal year 2022, the contribution from each of those Members for the Operations fund shall be:

City of Burnsville	20.0%
City of Farmington	6.0%
City of Hastings	7.6%
City of Inver Grove Heights	8.9%
City of Mendota Heights	6.2%
City of South St Paul	7.0%
City of West St Paul	12.4%
Dakota County Sheriff's Office	25.6%
City of Rosemount	6.2%
County of Dakota	0.0%

- D. The RMS funding component of the CJN annual budget is to be utilized to pay for costs associated with the following items: (1) RMS maintenance and support of ProPhoenix; (2) the development fund; (3) escrow to maintain ProPhoenix RMS code in a secure location; and (4) staff support. The City Members and the Dakota County Sheriff's Office shall contribute equally to the RMS fund for the costs associated with items (1) through (3). For costs associated with staff support, the City Members and the Dakota County Sheriff's Office shall contribute to the RMS fund based on their proportional total number of users determined as of July 1 of the previous fiscal year, except for fiscal year 2022. For fiscal year 2022, the contribution from each of those Members for the RMS fund shall be as follows:

City of Burnsville	29%
City of Farmington	10%
City of Hastings	10%
City of Inver Grove Heights	16%
City of Mendota Heights	5%
City of South St Paul	10%
City of West St Paul	10%

Dakota County Sheriff's Office	10%
City of Rosemount	9%
County of Dakota	0%

- E. The Board may authorize an additional funding component as necessary to generate reserve funds in the event the Members amend the term of this Agreement beyond the Initial Term.
- F. Upon adoption of the budget by the Board, each Member is obligated to make payments to CJN for the Member's Membership Fees for the following fiscal year in accordance with this Article, except as adjusted to account for withdrawal of a Member consistent with Article 11.

8.4 Expenditure of the Annual Budget.

- A. The Board may establish procedures and limitations as may be necessary to preserve the integrity and purpose of the approved operating and capital budget (Total Membership Fees). After adoption of the annual operating and capital budget by the Board, the Executive Director shall make all expenditures in accordance with such budget. Purchases and letting contracts shall be done in accordance with procedural guidelines established by resolution of the Board, consistent with Minnesota law.
- B. The Executive Director shall have the power to transfer funds within the total annual operating budget in order to meet unanticipated needs or changed situations. The Executive Director shall not transfer funds within the total annual capital budget or between the operating budget and capital budget. The Executive Director shall report any transfer of funds within the annual operating budget to the Board in the next report.

8.5 Criminal Justice Network Fund Balance Transfer. The County will transfer to CJN all funds in the County's CJN Operations (CJN-OPS) account and in the County's CJN Records Management System (CJN-RMS) account.

8.6 In-Kind Contributions. The Board may accept in-kind contributions from any Member. The County will provide CJN with certain in-kind contributions, which will be subject to, and governed by, the terms of one or more contracts with CJN.

8.7 Legal Services. The Dakota County Attorney's Office ("DCAO") will provide CJN with general legal advice on issues such as JPA governance, data practices, and contract and policy review at no cost during the Initial Term, except that during the Initial Term, CJN shall pay the DCAO for the costs of litigation at the DCAO's current hourly rate for paralegals and attorneys, and for actual costs incurred associated with litigation. The DCAO's provision of legal services to CJN will be subject to the terms of a separate legal services agreement.

8.8 Credit or Payment to Members for Services. The Board may approve annual fee payment or cost allocation credits to any Member that provides in-kind contributions to CJN.

ARTICLE 9 Audit

The Board shall call for an annual audit of the financial affairs of CJN, to be performed by an independent Certified Public Accountant and completed in accordance with generally accepted auditing

principles. The Board shall provide a copy of the audit report to the Members. CJN's books, reports and records shall be available for and open to inspection by the Members at all reasonable times.

ARTICLE 10 Termination and Dissolution

10.1 Termination. This Agreement shall terminate upon the occurrence of any one of the following events:

- A. When Members withdraw pursuant to Article 11 so that in the judgment of the Board it becomes impractical or uneconomical to continue to operate under this Agreement;
- B. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
- C. When a Supermajority agrees, pursuant to a resolution of the governing bodies of the Members, to terminate this Agreement.

10.2 Effect of Termination. Termination shall not discharge any liability incurred by the Board or by the Members during the term of this Agreement. Each Member shall be liable for its own acts and for the acts of the Board to the extent provided by law. Property or surplus money acquired by the Board shall be distributed to the Members in proportion to their contributions. The Board shall approve a final report of its activities and affairs.

10.3 Distribution of Assets. Prior to termination of this Agreement or if CJN is otherwise disbanded, the Board shall first adopt a plan providing for the orderly disposition of assets and unwinding of agreements of the Board. Such plan shall provide that following the disposition of any assets owned by the Board and the payment of all obligations of the Board, any funds remaining shall be distributed to the remaining Members who have not previously withdrawn consistent with the approved plan.

ARTICLE 11 Withdrawal of a Member

11.1 Unilateral Withdrawal.

- A. No Member may withdraw from this Agreement during the Initial Term. If the term of the Agreement is extended, a Member may withdraw by providing notice to withdraw to the Board Chair at least eighteen (18) months prior to the withdrawal date, with a copy of a resolution of its governing body indicating its intent to withdraw from this Agreement.
- B. Upon receipt of the notice to withdraw and the resolution of the governing body of a Member authorizing withdrawal, the Board Chair shall forward a copy of the resolution to all other Members.
- C. The notice to withdraw shall be made by Registered or Certified Mail to CJN's primary office, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit. The Board Chair may accept notice of withdrawal by more informal means, only if authorized in writing signed by the Board Chair.

11.2 Effect of Withdrawal. Withdrawal of any Member shall not terminate this Agreement except as provided in Section 10.1. Withdrawal shall not act to discharge any liability incurred or

chargeable to any withdrawing Member before the effective date of withdrawal. Such liability shall continue until appropriately discharged by law or agreement. No withdrawing Member shall be entitled to a refund or distribution of Membership Fees, administrative or operating fees or funds paid, reimbursement or repayment of in-kind contributions, or forgiveness of fees owed to the Board.

ARTICLE 12 Insurance and Indemnification

- 12.1 Responsibility for Own Acts and Omissions. No Member shall be liable for the acts or omissions of another Member, unless it has specifically agreed in writing to be responsible for the same. Each Member acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota State Statutes. Each Member agrees to promptly notify all Members if it becomes aware of any potential Board-related claims or facts that are likely to give rise to such claims. Neither the Board nor any Member shall have the power to do any act or thing the effect of which is to create a charge or lien against the property or revenues of the Board or another Member, except as expressly provided herein or in any of the documents authorized herein.
- 12.2 No Waiver. Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a Member's statutory or common law immunities or limitations on liability, including but not limited to, Minnesota Statutes Chapter 466. Further, the Members' obligations set forth in this Agreement are expressly limited by the provisions of Minnesota Statutes Chapter 466 and Minnesota Statutes section 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the Members and the Board. For purposes of determining total liability for tort damages, each Member and the Board are considered a single governmental unit and the total liability for all of the Members and the Board shall not exceed the limits on governmental liability for a single governmental unit as specified under Minnesota Statutes Section 466.04, Subd. 1, or as waived or extended by the Board or all Members under Minnesota Statutes Sections 466.06 or 471.981.
- 12.3 Indemnification. The Board shall be considered a separate and distinct government joint powers entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466. Without limiting the application of Section 12.1, to the extent of any liability insurance carried by the Board and available for such purpose, and any tail coverage carried by the Board, the Board shall defend, indemnify and hold harmless each Member from any and all liability arising from or as a result of: (i) any accident, injury to or death of any person or loss or damage to tangible or intangible property that may be directly or indirectly caused by the acts or omissions of the Board; (ii) any act of the Board in the observation or performance of any of its responsibilities, or any failure by the Board to perform any such responsibilities; and/or (iii) any actions or inactions of Members taken as a result of their membership on the Board. Nothing in this Agreement shall be construed to provide liability coverage or indemnification to an officer, employee, or volunteer of any Member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

12.4 Insurance. The Board shall provide for worker's compensation benefits for all CJN employees in the amount consistent with state statutes. The Board may also carry additional policies of insurance as it deems appropriate.

12.5 Uninsured Liability. If the Board incurs liability that is in excess of the insurance obtained by the Board, or incurs liability that is outside the coverage of such insurance, the liability shall be distributed among the Members on the basis of each Member's proportional Membership Fee in the year in which the action or inaction giving rise to the liability occurred.

ARTICLE 13 Intellectual Property

A. The County, through its existing Criminal Justice Network Department, has developed and owns all right, title and interest to software (hereafter "Software") enabling web-based information sharing and tracking between authorized criminal justice agencies. These criminal justice agencies include law enforcement agencies, the Dakota County Attorney's Office, Dakota County Community Corrections, Dakota Communications Center, judicial organizations and related agencies as well as their authorized users. The Software is accessed and implemented through a number of applications including, but not limited to:

- Administration
- Case Management
- eBriefing
- eForms
- Gun Permits
- Integration Services
- Jail Transportation Management System
- Scheduling
- Search
- Subscription

B. Concurrent with the execution of the Agreement and formation of the new CJN, the County, acknowledging that it has received sufficient consideration from CJN, agrees to assign all rights, title and interest in the Software to CJN. This assignment specifically includes all intellectual property (hereafter "IP") related to the Software including, but not limited to, any copyrights, source code, proprietary databases, online forms, user interfaces, user lists, fee sheets, trade secrets and trademarks, presently owned by the County that are related to and exclusive to implementation and use of the Software. This IP includes any registered or unregistered IP and includes IP arising out of state or federal law. The assignment specifically excludes any third-party databases and non-transferrable licenses to which the County lacks sole ownership or the ability to transfer ownership. The assignment also excludes any County owned databases that are non-exclusive to the implementation and use of the Software.

C. Following execution of the Agreement, CJN shall be responsible for entering into any third-party agreements including licensing or other related agreements related to third-party databases and related third-party tools necessary for full implementation and use of the Software.

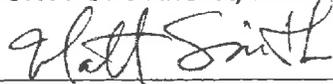
- D. CJN acknowledges its familiarity with the Software and that as of the execution of the Agreement, the Software is in usable condition, satisfies all operational conditions and accomplishes its intended purpose.
- E. Upon assignment of the Software to CJN, CJN will assume responsibility for all future costs and expenses related to maintenance, revisions, updates and future developments of the Software as well as any on-going support of third-party users of the Software.
- F. Upon assignment of the Software, CJN will assume responsibility for any and all costs related to ensuring and monitoring compliance and proper use of the Software by the Members, authorized third parties and their designated users.
- G. CJN agrees to establish and implement policies and procedures so as to ensure that use of the Software by the Members, third-party users and their authorized users complies with all applicable Federal, State and Local laws.
- H. Upon assignment of the Software to CJN, CJN will assume all liabilities and responsibilities, both criminal and civil, regarding use of the Software by the Members, third-party users and all of their authorized users.
- I. CJN agrees to utilize best industry practices in maintaining the on-going confidentiality and security of the Software so as to prevent unreasonable access to all portions of the Software by non-authorized users.
- J. In the event that CJN is otherwise disbanded or terminated during the Initial Term, CJN agrees, absent any other agreement, to reassign all rights, title and interest in the Software to the County.

ARTICLE 14 Miscellaneous Provisions

- 14.1 Amendments. This Agreement may be amended at any time and from time to time by agreement of all Members that have not previously withdrawn pursuant to Article 11.
- 14.2 Governing Law and Venue. The laws of the State of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 14.3 Counterparts. This Agreement may be executed by the Members in any number of counterparts.

IN WITNESS WHEREOF, each of the Members has caused this agreement to be executed on its behalf as of the date(s) written below.

COUNTY OF DAKOTA, MINNESOTA

By 
 Its County Manager

Approved as to form

 12/14/21
 Assistant County Attorney Date

File No. KS-21-16
 Contract No. C0034292
 CJN JPA

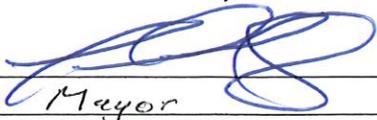
CITY OF BURNSVILLE, MINNESOTA

DocuSigned by:
By: _____
Its: 87F692077A7D428...
May 01

Date: 1/14/2022

DocuSigned by:
By: _____
9EC7DA33FAA14B8...
City Manager
1/12/2022

CITY OF FARMINGTON, MINNESOTA

By: 
Its: Mayor

Date: Dec 6, 2021

CITY OF HASTINGS, MINNESOTA

By: Mary D. Fasbender

Its: Mayor

Date: 12/21/2021

CITY OF INVER GROVE HEIGHTS, MINNESOTA

By: 

Title: Mayor

Date: December 13, 2021

Approved by Inver Grove Heights City Council:

Resolution #: 2021-308

Approved as to form:

 12-14-2021
City Attorney / Date

[additional signature pages to follow]

CITY OF MENDOTA HEIGHTS, MINNESOTA

By: Stephanie Blum

Its: Mayor

Date: 1-4-2022

CITY OF ROSEMOUNT, MINNESOTA

By: William R. Kuntz

Its: Mayor

Date: 1-4-22

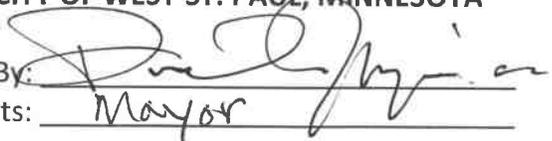
CITY OF SOUTH ST. PAUL, MINNESOTA

By: 

Its: City Administrator

Date: 1/21/22

CITY OF WEST ST. PAUL, MINNESOTA

By: 
Its: Mayor

Date: January 10, 2022



City Council Agenda
Date: 6/17/2024
Department: Airport
Prepared by: Andrew Wall
Administrator: _____

8-M

AGENDA ITEM: Approving Assignment of Lease (1811 Hinz) at the Fleming Field Airport.

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2024-82 Approving Assignment of Lease at the Fleming Field to Scott Newgaard

Overview:

The City Council is required to approve the transfer of leases at the airport. Boyd Johnson on behalf of Nomadama LLC entered into a lease with the City of South St. Paul on December 29, 2017, for Block 3, Lot 7 Airport Rearrangement 4th Addition, also known as 1811 Hinz at the South St. Paul Municipal Airport. On May 21, 2018, Nomadama LLC sold the property to Big Sky Dreams, LLC.

Nomadama, LLC assigned the tenant's interest in the Lease to Big Sky Dreams, LLC in May of 2018. Now Big Sky Dreams LLC wishes to assign the tenants interest in the lease to Scott Newgaard.

The assignee will assume the rights and obligations of the Lessee. Scott Newgaard intends to use the hangar for aviation related activities.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-82

**RESOLUTION RELATING TO AIRPORT:
APPROVING ASSIGNMENT OF LEASE (1811 HINZ LANE) AT THE FLEMING FIELD
AIRPORT.**

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

Lot 7, Block 3 of Airport Rearrangement 4th Addition, also known as 1811 Hinz Lane

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

Adopted this 17th day of June 2024.

City Clerk

ASSIGNMENT OF LEASE

AGREEMENT Made as of June 17, 2024 between Big Sky Dreams, LLC (“Assignor”) and the Scott Newgaard (“Assignee”)

RECITALS

1. Assignor, Nomadama, LLC, as “Tenant”, entered into a ground lease with a commencement date of December 29, 2017 with the City of South St. Paul as “Lessor” for Lot 7, Block 3, Airport Rearrangement 4th Addition at South St. Paul Municipal Airport (the Lease);
2. Assignor Big Sky Dreams, LLC desires to assign the lease to Scott Newgaard.
3. Assignor desires to assign, and Assignee desires to assume the rights, duties, and liabilities of lessee under the Lease, subject to the consent of the Lessor.

ASSIGNMENT

In consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns the Tenant’s interest in the Lease to the Assignees effective June 17, 2024 for the balance of the term of the Lease, subject to the consent of the Lessor.

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

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

CONSENT OF LESSOR

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

CITY OF SOUTH ST. PAUL

By: _____
Jimmy P. Francis
Its Mayor, and

By: _____
Deanna Werner
Its City Clerk



CITY COUNCIL AGENDA REPORT
DATE: June 17, 2024
DEPARTMENT: EDA/ADMINISTRATION
Prepared by: Ryan Garcia
ADMINISTRATOR: _____

8-N

AGENDA ITEM: Rescind Resolution 2022 – 139 (Vaquero Tax Increment Financing District)

ACTION TO BE CONSIDERED:

Through Consent, motion to approve Resolution 2024 - 80.

OVERVIEW:

On October 17, 2022, the City Council adopted Resolution 2022 – 139 to effectuate the creation of a Housing TIF District in support of the Vaquero housing project at the corner of Veterans Memorial Lane and Concord Exchange. Ultimately, the Vaquero project failed to materialize. For completeness and clarity of record, Staff and our TIF Counsel has determined that a Resolution to Rescind the Council’s original Resolution to Approve the Creation of the District (2022-139) should be rescinded.

ATTACHMENTS:

Resolution 2022 - 139

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-80

**RESOLUTION RESCINDING APPROVAL OF MODIFICATION OF
REDEVELOPMENT PLAN FOR CONCORD STREET REDEVELOPMENT
PROJECT AREA AND TAX INCREMENT FINANCING PLAN FOR
VAQUERO TAX INCREMENT FINANCING DISTRICT**

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

Section 1. Recitals.

1.01. The South St. Paul Economic Development Authority (the “EDA”) and the City of South St. Paul (the “City”) previously considered a modification of the Redevelopment Plan for the Concord Street Redevelopment Project Area and establishment of Vaquero Tax Increment Financing District (the “TIF District”) to assist a proposed housing project.

1.02. In connection with the same, on October 17, 2022 the City adopted Resolution No. 2022-139 – Resolution Approving Modification to the Redevelopment Plan for the Concord Street Redevelopment Project Area and Tax Increment Financing Plan for Vaquero Tax Increment Financing District.

1.03. The housing project proposed to be supported by the TIF District did not come to fruition and the City wishes to rescind its previous approval related to the project.

Section 2. Rescission of Previous Approval.

2.01. Resolution No. 2022-139 is hereby rescinded and declared to be of no further force and effect.

2.02. The City’s actions with regard to the TIF district are taken in coordination with similar actions by the EDA.

Section 3. Additional Actions.

The City Administrator is authorized and directed to take any and all additional actions necessary or convenient to carry out the intent of this resolution.

Adopted this 17th day of June, 2024

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: JUNE 17, 2024

DEPARTMENT: **Planning**

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: _____

9-A

AGENDA ITEM: Front Yard Setback Variance for a Porch Addition at 120 2nd Avenue South

ACTIONS TO BE CONSIDERED:

Motion to approve or deny a front yard setback variance and adopt findings which will be memorialized in a resolution that will be brought to the July 15th City Council meeting.

OVERVIEW:

Application

The Applicants, Sarah and Nick Ridgeway, are requesting a front yard setback variance to build a new enclosed porch onto the front of their home at 120 2nd Avenue South. They are proposing to demolish their existing enclosed porch which is set back 21 feet from the front property line. They would like to replace it with a new larger enclosed porch that extends out an additional 5' 2" and will only be set back 15' 10" from the front property line:

- The property is zoned R-2 Single- and Two-Family Residence. The front yard setback requirement is that no addition can be built onto the front of a house that brings the house closer to the front property line than the average setback of all houses that are on the same block and that face the same street. On streets with no existing houses, the front setback requirement is 25 feet.
- There are 13 other houses on the Applicant's block which face 2nd Avenue South. The Applicant has not hired a surveyor to determine the block average setback, but their proposed addition clearly will not meet the setback requirement. The block average front yard setback appears to be somewhere in the 18–20-foot range.
- Because the Applicant's proposed porch addition will bring the front of the house closer to the street than the block average, the porch addition can only be built if the City Council approves a front yard setback variance.

Background

The Applicants own and reside in the single-family home at the subject property located at 120 2nd Avenue South. They have owned the home for roughly 22 years and are planning to renovate it with a project that would include a new roof, new siding, and a new enclosed porch. They have indicated that they would like a larger enclosed porch to give their family additional living space. They have explored the idea of a basement finish, but they feel that their basement is poorly configured to be turned into living space.

Zoning

The subject property is located in the R-2 Single- and Two-Family Residence district and guided as “Low-Medium Density Residential” in the comprehensive plan’s future land use map. The front yard setback requirement is:

“No building shall be erected, reconstructed, altered or moved nearer to the front lot line than the average setback observed by residential buildings on the same side of the street and fronting thereon within the same block. Further, no part of the structure shall be closer than 25 feet to the street line on which it faces, except when the average setback is less than 25 feet.”

Property Characteristics

The subject property is “Lot 25, Block 13” of the HEPBURN PARK plat which was recorded in 1886. The lot has the same dimensions as the majority of SSP’s platted single family home lots and is 40 feet wide, 125 feet deep, and has 5,000 square feet of total lot area. The Applicant’s house was built in 1910, which is before the City adopted its first zoning code. The property is relatively flat and does not have any unique topographical features.

Characteristics of Proposed Porch Addition

The proposed 3-season enclosed porch would be styled as a home addition and would have the same shingled roof and vinyl siding as the house. The Applicants would like to build a covered stoop on the front of the porch which would extend an additional 4 feet towards the front property line. Here are the overall proposed setbacks and their relationship with the City Code:

- The proposed enclosed porch will be set back 15’ 10” from the front property line. *This requires a variance because it will bring the house closer to the front property line than the block average setback.*
- The proposed covered stoop will be set back 11’ 10” from the front property line. *Covered stoops are considered a “permitted encroachment” and can encroach up to 8 feet into a front yard if they are set back at least 10 feet from the front property line.*
- There will be steps coming off the covered stoop that will extend an extra 2’ 6” towards the front property line and will have a roughly 9-foot setback. *Uncovered steps have no setback requirement.*

Findings of Fact and Discussion

Staff believes the following findings of fact are relevant to the variance request:

1. All 14 houses on the Applicant’s block which face 2nd Avenue South were constructed prior to the City adopting its first zoning code in 1948. The houses were built at a time that the City did not have a front setback requirement and there is an eclectic mix of front yard sizes. The houses on the south end of the block have small front yards and two of these properties have front yards that are only about 10 feet deep. The houses on the north end of the block, including the Applicant’s property, have larger front yards that are at least 20 feet deep.

2. The Applicant's house currently has a 21-foot setback from the front property line. The houses on either side of the subject property at 118 2nd Avenue South and 122 2nd Avenue South appear to also be set back roughly 21 feet from the front property line. If the variance is approved, the front of the Applicant's house will be about 5 feet closer to the street than the houses on either side of it (not including the covered stoop which will extend 4 feet further).
3. The Applicant's property is zoned R-2 Single- and Two-Family Residence. The R-2 district does not have a "fixed" front yard setback requirement. The setback requirement is that no addition can be built onto the front of a house that brings the house closer to the front property line than the average setback of all houses that are on the same block and that face the same street. The Applicant has not hired a surveyor to calculate the block average setback, but it appears that the average front yard setback for the block is somewhere in the 18–20-foot range.
4. The Applicant is proposing a building addition with a 15' 10" setback from the front property line. A variance is required because the proposed addition will bring the house closer to the street than the block average setback.
5. The proposed addition complies with all relevant zoning standards other than the front yard setback requirement.
6. The City Code provides the owners of residential buildings options for making improvements to the front of their building, even if they cannot construct a full building addition due to front yard setback requirements. Porches, decks, and porticos can be built onto the front of an existing house as a "permitted encroachment" if they do not have walls and if a 10-foot setback is maintained from the front property line.

STAFF RECOMMENDATION

City Staff did not provide a recommendation. The proposed addition is attractive and arguably is consistent with the character of the neighborhood since the Applicant's block does have an eclectic mix of front yard sizes. City Staff is not able to recommend approval, however, because there does not appear to be a unique practical difficulty that prevents the Applicant from complying with the ordinance. The subject property is the same size as most platted lots in South St. Paul, does not have any topographical challenges, and is subject to a block average front yard setback requirement of 18-20 feet which is very common in SSP neighborhoods.

Some home designs and floorplans are not feasible on a 5,000 square foot lot when a large front yard setback requirement is enforced. Some other communities that previously enforced strict front setback rules based on "block averages" have amended their zoning ordinances to have more flexible front setback requirements. This is something that the City could explore if the Planning Commission and City Council want to provide more flexibility for this type of project.

PLANNING COMMISSION PUBLIC HEARING

The Planning Commission held a public hearing for the variance request at their meeting on Wednesday, June 5th. No members of the public attended the public hearing or provided comments. The Planning Commission voted 7-0 to recommend approval of the variance and stated that they believe the City Code's variance criteria have been met, but they declined to identify a unique practical difficulty to support their recommendation.

RECOMMENDED ACTION:

If the City Council agrees with the Planning Commission's recommendation and wishes to approve the variance, it is recommended that the City Council adopt specific findings and identify a unique practical difficulty to justify approval of the variance. This will be helpful in the future if other property owners seek a similar variance and Staff is trying to determine whether there is precedent to support the request. City Staff will bring a resolution to the July 15th City Council meeting to memorialize the City Council's decision.

The variance should only be approved if the City Council has found that there are "practical difficulties" in complying with the ordinance and the following criteria have been met:

- a. That the variance is in harmony with the general purpose and intent of the ordinance
- b. That the terms of the variance are consistent with the Comprehensive Plan.
- c. That economic considerations are not the reasoning for the variance.
- d. That the Property Owner proposes to utilize the property in a reasonable manner.
- e. That the plight of the property is due to a unique circumstance not created by the property owner.
- f. That the variance will not alter the essential character of the neighborhood.

60 DAY REVIEW DEADLINE: JUNE 21, 2024



AGENDA ITEM 4.A

South St. Paul Planning Commission

Prepared By: Michael Healy, Planning Manager	Meeting Date: 6/5/2024
Item Description: Public Hearing for a Front Yard Setback Variance for an Enclosed Porch Addition at 120 2 nd Avenue South	

ACTION REQUESTED

A motion recommending approval or denial of a front yard setback variance for a porch addition at 120 2nd Avenue South.

BACKGROUND/ DISCUSSION

Application

The Applicants, Sarah and Nick Ridgeway, are requesting a front yard setback variance to build a new enclosed porch onto the front of their home at 120 2nd Avenue South. They are proposing to demolish their existing enclosed porch which is set back 21 feet from the front property line. They would like to replace it with a new larger enclosed porch that extends out an additional 5' 2" and will only be set back 15' 10" from the front property line:

- The property is zoned R-2 Single- and Two-Family Residence. The R-2 district does not have a "fixed" front yard setback requirement. The setback requirement is that no addition can be built onto the front of a house that brings the house closer to the front property line than the average setback of all houses that are on the same block and that face the same street. On streets with no existing houses, the front setback requirement is 25 feet.
- There are 13 other houses on the Applicant's block which face 2nd Avenue South. The Applicant has not hired a surveyor to determine the block average setback, but their proposed addition clearly will not meet the setback requirement. There are some existing houses on the block with a 10-foot front yard setback while other houses appear to have as much as a 24-foot front yard setback. The block average front yard setback appears to be somewhere in the 18–20-foot range.
- Because the Applicant's proposed porch addition will bring the front of the house closer to the street than the block average, the porch addition can only be built if the City Council approves a front yard setback variance.

Review Timeline

Application Submittal: April 23, 2024

Planning Commission: June 5, 2024

Tentative City Council Meeting: June 17, 2024

60-Day Review Deadline: June 21, 2024

Background

The Applicants own and reside in the single-family home at the subject property located at 120 2nd Avenue South. They have owned the home for roughly 22 years and are planning to renovate it with a project that would include a new roof, new siding, and a new enclosed porch. They have indicated that they would like a larger enclosed porch to give their family additional living space. They have explored the idea of a basement finish, but they feel that their basement is poorly configured to be turned into living space.

Zoning

The subject property is located in the R-2 Single- and Two-Family Residence district and guided as “Low-Medium Density Residential” in the comprehensive plan’s future land use map. The subject property is subject to the following setback requirements:

- The front yard setback requirement is:

“No building shall be erected, reconstructed, altered or moved nearer to the front lot line than the average setback observed by residential buildings on the same side of the street and fronting thereon within the same block. Further, no part of the structure shall be closer than 25 feet to the street line on which it faces, except when the average setback is less than 25 feet.”

Existing houses are allowed to have building additions that match the front setback of the existing house. The front setback requirement only comes into play if an addition is bringing the house closer to the front property line than it already is.

- There is a 25-foot rear yard setback requirement.
- There is a 5-foot side yard setback requirement.
- Some improvements are allowed to be built in required setback areas as “permitted encroachments.”
 - Stairs, stoops, and landings are allowed to encroach any setback area and can be built with a 0-foot setback from any property line.
 - Covered but open porches (no walls) are allowed to encroach up to 8 feet into a front yard setback area if they are at least 10 feet from the front property line.

Relevant City Code

The following code sections are relevant to this review:

- Section 118-39 of the City Code governs variances.
- Section 118-122 of the City Code governs the R-2 Single- and Two-Family Residence District.
- Section 118-273 of the City Code governs “Exceptions to the Minimum Requirements for All Districts” and lays out a set of permitted encroachments that are allowed to be built in setback areas.

Relevant Comprehensive Plan Policies

Policy 4.8.2 of the 2040 Comprehensive Plan (Page 4-100 of the Land Use Chapter) is:

“Use regulations and incentives to produce new infill neighborhoods that are attractive, diverse and have lasting value. Require infill and redevelopment buildings to be designed with sensitivity to their context, including features such as land use type, building height, bulk and placement, architectural details, parking, landscaping and lighting.”

Property Characteristics

The subject property is “Lot 25, Block 13” of the HEPBURN PARK plat which was recorded in 1886. The lot has the same dimensions as the majority of SSP’s platted single family home lots and is 40 feet wide, 125 feet deep, and has 5,000 square feet of total lot area. The Applicant’s house was built in 1910, which is before the City adopted its first zoning code. The property is relatively flat and does not have any unique topographical features.

Characteristics of Proposed Porch Addition

The proposed enclosed porch would be styled as a home addition and would have the same shingled roof and vinyl siding as the house. There would be windows on the front and south side of the new porch. The Applicants are planning to use it as a 3-season porch and will not be extending their radiator heating system to heat it year-round but may install some other type of heating system in the future. The Applicants would like to build a covered stoop on the front of the porch which would extend an additional 4 feet towards the front property line. Here are the overall proposed setbacks and their relationship with the City Code:

- The proposed enclosed porch will be set back 15’ 10” from the front property line. *This requires a variance because it will bring the house closer to the front property line than the block average setback which appears to be somewhere in the 18–20-foot range.*
- The proposed covered stoop will be set back 11’ 10” from the front property line. *Covered stoops are considered a “permitted encroachment” and can encroach up to 8 feet into a front yard as long as they are set back at least 10 feet from the front property line. If the Applicant’s variance is granted to build the enclosed porch as they are proposing, the covered stoop will also be acceptable.*
- There will be steps coming off the covered stoop that will extend an extra 2’ 6” towards the front property line and will have a roughly 9-foot setback. *Uncovered steps have no setback requirement.*

Lot Coverage

Properties in the R-2 zoning district are allowed to have up to 35% lot coverage by buildings. The subject property is 5,000 square feet in size and is allowed to have up to 1,750 square feet of lot coverage by buildings. Per the Dakota County Tax Assessor, the house currently has a 1,064 square foot footprint, the garage has a 400 square foot footprint, and the property also has a 120 square foot gazebo and a 24 square foot shed which totals 1,608 square feet. The proposed porch addition will add roughly another 116 square feet of building coverage which will bring the property up to 1,724 square feet of coverage by buildings. The property will be almost “maxed out” for lot coverage if the project moves forward. The Applicant will need to verify that the Tax Assessor’s records are accurate and demonstrate compliance with lot coverage requirements as part of getting their building permit.

Findings of Fact

Staff believes the following facts are relevant to the variance request:

1. All 14 houses on the Applicant's block which face 2nd Avenue South were constructed prior to the City adopting its first zoning code in 1948. The houses were all built at a time that the City did not have a front setback requirement and there is an eclectic mix of front yard sizes. The houses on the south end of the block have small front yards and two of these properties have front yards that are only about 10 feet deep. The houses on the north end of the block, including the Applicant's property, have larger front yards that are at least 20 feet deep.
2. The Applicant's house currently has a 21-foot setback from the front property line. The houses on either side of the subject property at 118 2nd Avenue South and 122 2nd Avenue South appear to also be set back roughly 21 feet from the front property line. If the variance is approved, the front of the Applicant's house will be about 5 feet closer to the street than the houses on either side of it (not including the covered stoop which will extend 4 feet further).
3. The Applicant's property is zoned R-2 Single- and Two-Family Residence. The R-2 district does not have a "fixed" front yard setback requirement. The setback requirement is that no addition can be built onto the front of a house that brings the house closer to the front property line than the average setback of all houses that are on the same block and that face the same street. The Applicant has not hired a surveyor to calculate the block average setback, but it appears that the average front yard setback for the block is somewhere in the 18–20-foot range.
4. The Applicant is proposing a building addition with a 15' 10" setback from the front property line. A variance is required because the proposed addition will bring the house closer to the street than the block average setback.
5. The proposed addition complies with all relevant zoning standards other than the front yard setback requirement.
6. The City Code provides the owners of residential buildings options for making improvements to the front of their building, even if they cannot construct a full building addition due to front yard setback requirements. Porches, decks, and porticos can be built onto the front of an existing house without a variance if they do not have walls and if a 10-foot setback is maintained from the front property line.

Discussion

In some American suburbs, many residential front yards are almost purely ornamental and serve as landscaping that enhances the curb appeal of the house. In traditional walkable neighborhoods, however, many front yards have a functional/social aspect and include design elements such as porches, stoops, and patios that provide a space for residents to watch the street and interact with their neighbors. These spontaneous interactions lead to a stronger and more connected community and having extra eyes on the street results in improved public safety. The City of South St. Paul has historically tried to strike a balance and has written its ordinances with the goal of ensuring that front yards support good curb appeal while also serving a social role. The rules for "permitted encroachments" were developed in 2010 and updated in 2024 to make it possible for residents to build porches, stoops, and patios in their front yards if they follow specific design requirements that ensure good curb appeal.

Staff has some observations that may help frame the Planning Commission’s discussion around front yard regulations:

- It is common for older cities that have many neighborhoods which pre-date zoning regulation to adopt a front yard setback requirement for residential development that is based on existing houses that are already built on the block. The goal is to encourage context-sensitive infill development where new homes and home additions do not stick out and disrupt the urban fabric of an established neighborhood in a jarring and unpleasant way.
 - Until 2023, Saint Paul regulated front yard setbacks roughly the same way SSP regulates front yard setbacks by using the “block average.”
 - Minneapolis takes a stricter approach. In addition to meeting the block average, a new building or addition cannot bring the house closer to the front property line than the existing houses on either side of it.
- South St. Paul was primarily laid out with small urban lots that are 40 feet wide and 125 feet deep with 5,000 square feet of total area. When small lots are subjected to large front yard setback requirements, it does reduce the amount of living space that can be built on each property and makes certain floor plans and home designs unfeasible.
- Some communities have begun to reexamine their front yard setback requirements with the understanding that small lots become more “buildable” if front yard setback requirements can be relaxed. Saint Paul changed its regulations in 2023 and now only requires a 10-foot-deep front yard for new residential neighborhoods. For infill development in existing neighborhoods, Saint Paul now requires that the builder take the average of the 10-foot setback requirement and the setback of the house next door which has the smallest front yard. For instance, if a new house is being built on a vacant lot next door to an existing house with a 20-foot-deep front yard, the new house needs to have at least a 15-foot deep front yard.

For the purposes of reviewing the variance request, the Planning Commission will need to decide whether the project meets the variance criteria outlined in the City Code. However, the Planning Commission may also want to reflect upon what SSP’s goals are when it comes to its front yard regulations. The Planning Commission may want to discuss whether the proposed project is consistent with those goals.

Variance Criteria

The Planning Commission is asked to review the proposed variance using the criteria laid out in City Code Section 118-39. The variance should only be recommended for approval if the Applicant applying for a variance establishes that there are “practical difficulties” in complying with the ordinance. The following criteria must be met:

- a. That the variance is in harmony with the general purpose and intent of the ordinance
- b. That the terms of the variance are consistent with the Comprehensive Plan.
- c. That economic considerations are not the reasoning for the variance.
- d. That the Property Owner proposes to utilize the property in a reasonable manner.
- e. That the plight of the property is due to a unique circumstance not created by the property owner.
- f. That the variance will not alter the essential character of the neighborhood.

Staff Recommendation

The Applicant's proposed addition is aesthetically pleasing. Additionally, the block does have existing houses on it with front yard setbacks as small as 10 feet, so the proposed addition will not alter the essential character of the neighborhood. Still, Staff is unable to recommend approval of this variance because there does not appear to be a unique practical difficulty in complying with the ordinance. The Applicant owns a standard 40' x 125' platted lot with no topographical challenges and the block average front yard setback is roughly 18-20 feet which is very common in South St. Paul. The houses on either side of the Applicant's house have roughly the same setback as the Applicant's existing house so the Applicant's house will stick out somewhat if it is brought closer to the front property line with the proposed addition. It is possible that most people will not notice since the overall block has an eclectic mix of front yard sizes.

If the Planning Commission finds that the application meets the variance criteria and does want to recommend approval of the variance, Staff would recommend that it be with the following conditions:

1. **Compliance with Plans/Submittals.** The site shall be utilized in substantial conformance with the following plans on file with the Community Development Department.
 - a. **Application (Sarah and Nick Ridgeway)** **dated 4/20/2024**
 - b. **Site Plan (Sarah Ridgeway)** **Undated**
 - c. **Building Plans (Nick and Sarah Ridgeway)** **Undated**
2. **Building Permit Required.** The Applicant shall obtain a building permit prior to constructing the porch addition. The Applicant shall provide sufficient documentation about the footprint of existing buildings on the property to ensure that the property will not exceed 35% lot coverage by buildings.
3. **Compliance with Design Standards for a Permitted Encroachment.** If the Applicant moves forward with constructing a covered but open porch or portico off the front of the new enclosed porch, the improvement shall be subject to the design standards for permitted encroachments that are articulated in Section 118-273.
4. **Variance Termination.** The variance will expire and automatically terminate if the improvement is not substantially begun within one year of the date of approval. The violation of any condition in the grant of the variance may terminate the variance, following a hearing by the City Council.

Required Action

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

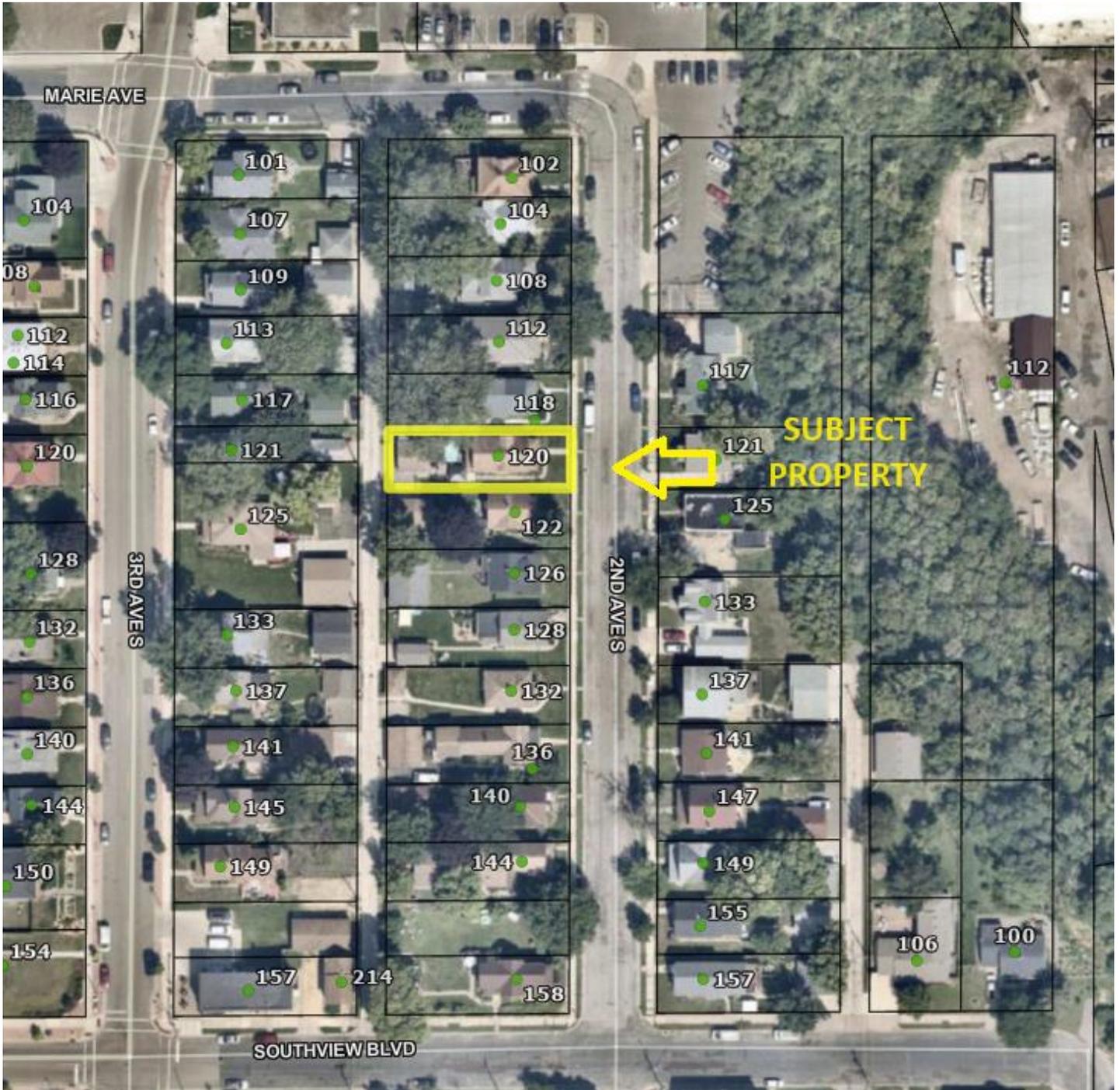
- A. Approval. If the Planning Commission wishes to recommend approval of the proposed variance, the following action should be taken:
- Motion to recommend approval of the setback variance to allow the enclosed porch addition at 120 2nd Avenue South with a finding that the Variance Criteria have been satisfied, subject to the conditions outlined in the staff report.
- B. Denial. If the Planning Commission wishes to recommend denial of the proposed variance, the following action should be taken:
- Motion to recommend denial of the setback variance to allow the enclosed porch addition at 120 2nd Avenue with a finding that the Variance Criteria have not been satisfied.

The Planning Commission should adopt a finding that the project either meets or fails to meet the variance criteria.

ATTACHMENTS

- A. Site Location Map
- B. Aerial Photograph of Subject Property with Porch Addition Outlined
- C. Oblique Angle Photograph Showing Front Yards on Subject Property's Block
- D. Photographs of Subject Property and Neighboring Properties
- E. Applicant's Narrative
- F. Site Plan
- G. Building Plan and Floor Plan
- H. Public Hearing Notice

ATTACHMENT A
SITE LOCATION MAP



ATTACHMENT B
AERIAL PHOTOGRAPH OF SUBJECT PROPERTY WITH PORCH ADDITION OUTLINED



ATTACHMENT C
OBLIQUE ANGLE PHOTOGRAPH SHOWING FRONT YARDS ON SUBJECT PROPERTY'S BLOCK



NOTE: Block Average Setback Appears to be in the 18-20 Foot Range

**ATTACHMENT D
PHOTOGRAPHS OF SUBJECT PROPERTY AND NEIGHBORING PROPERTIES**



Subject Property at 120 2nd Avenue South



Subject Property and the House Next Door at 122 2nd Avenue South



Subject Property and the House Next Door at 118 2nd Avenue South



**View of Front Yards Looking South Towards Subject Property
*Subject Property is Marked With a Red Arrow***



Existing House at 144 2nd Avenue South Which Has a 10-Foot Deep Front Yard



Existing House at 158 2nd Avenue South Which Has a 10-Foot Deep Front Yard

ATTACHMENT E
APPLICANT'S NARRATIVE

We are the Ridgeways. We have lived in South St. Paul for almost 22 years. As our family has grown, we have become more involved in our community. My husband is a Lions member and I am a teacher here. We love SSP and are here to stay! We have had ideas of revamping our front porch for years but have waited until the right time to combo the job with a new roof and siding. After a year and a half of planning, we are ready and so excited to fix up our "okie but goodie". Our home is 116 years old. We do not have a basement that lends itself to finishing into a livable space. Enlarging our porch will give more space for our family to spread out.

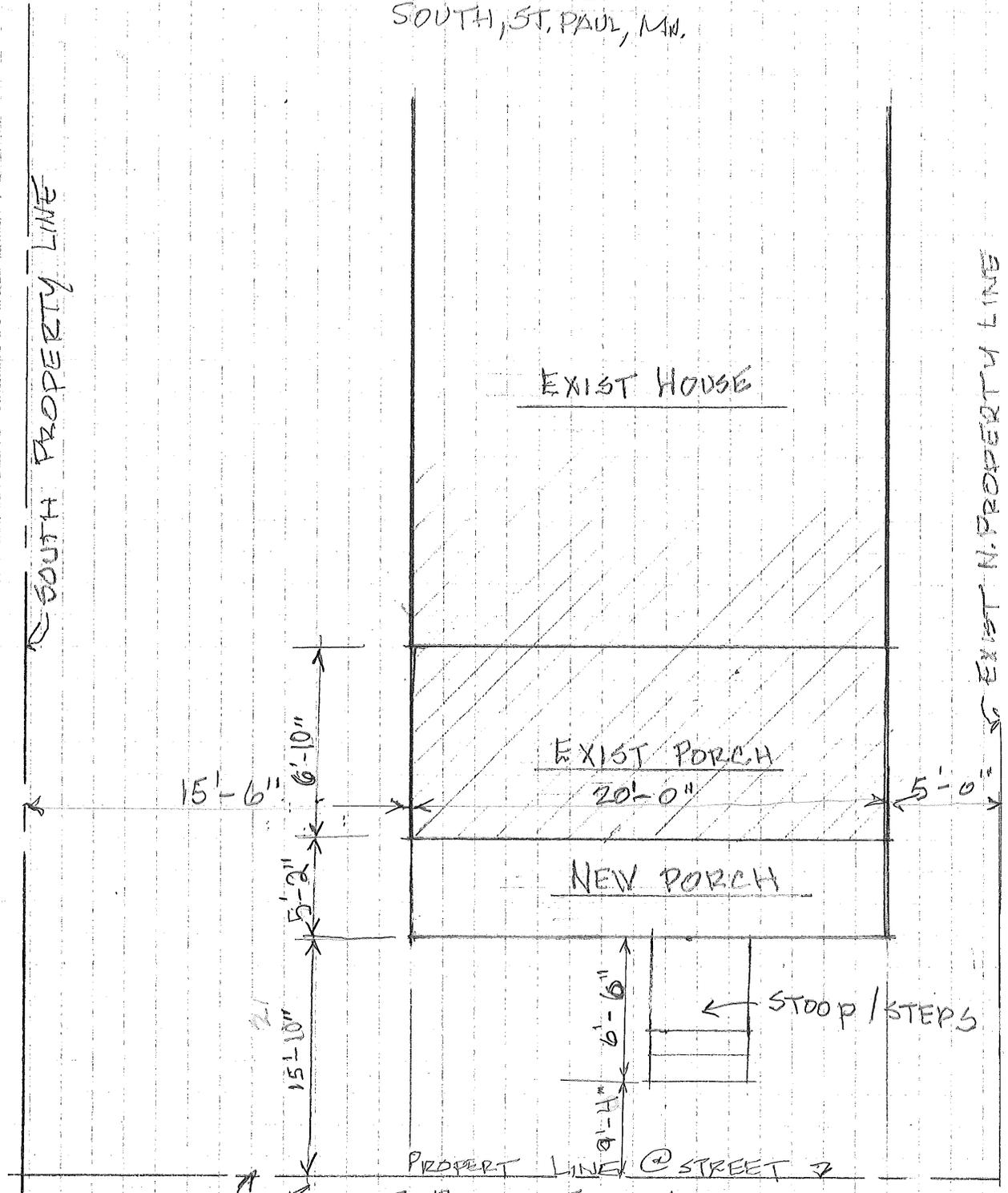
There are houses on our block that are closer to the front sidewalk than what we are proposing, so ours should blend in nicely. The new look will add appeal but not outshine or take away from the character of our block. We are excited for this project!

Thank you for your time,
Sarah Ridgeway

ATTACHMENT F
SITE PLAN

Nick and Sarah Ridgeway

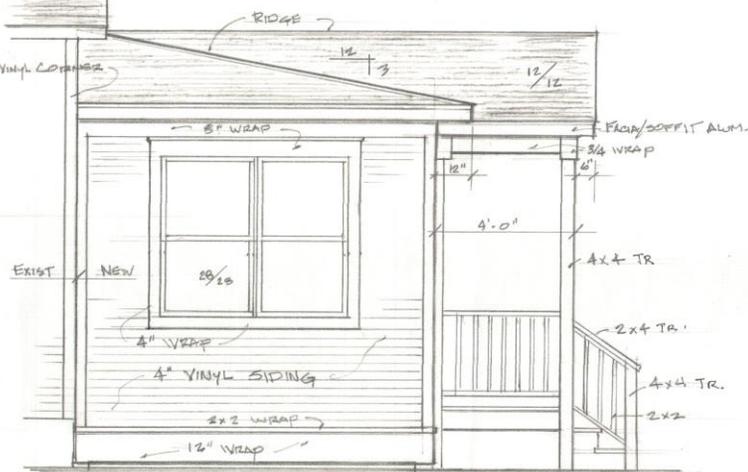
PROPERTY ADDRESS
130 2ND AVE S
SOUTH, ST. PAUL, MN.



**ATTACHMENT G
BUILDING PLAN AND FLOOR PLAN**



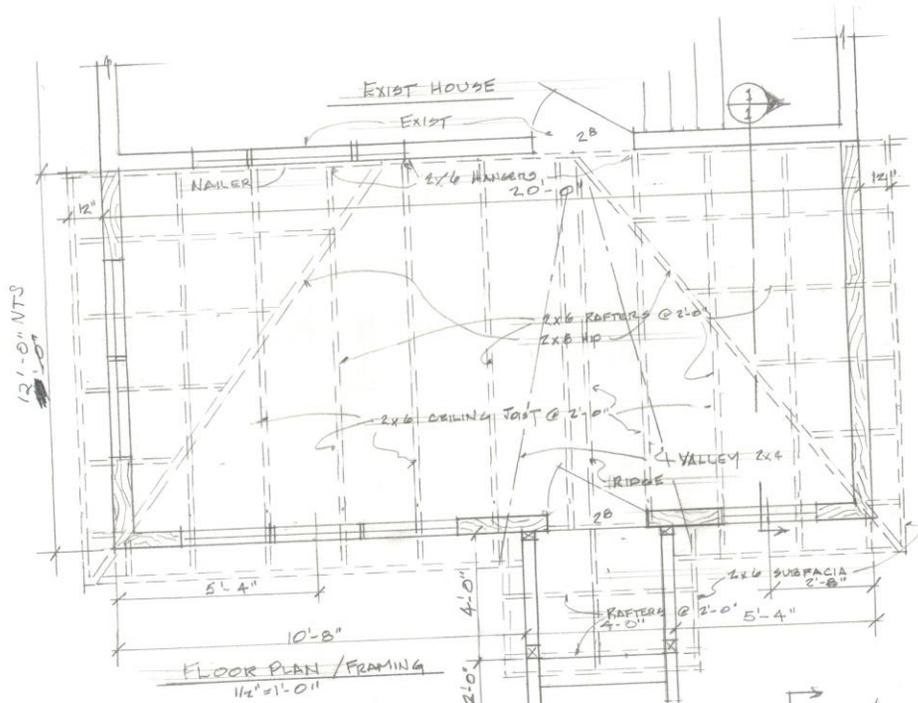
FRONT ELEV. 1/2" = 1'-0"



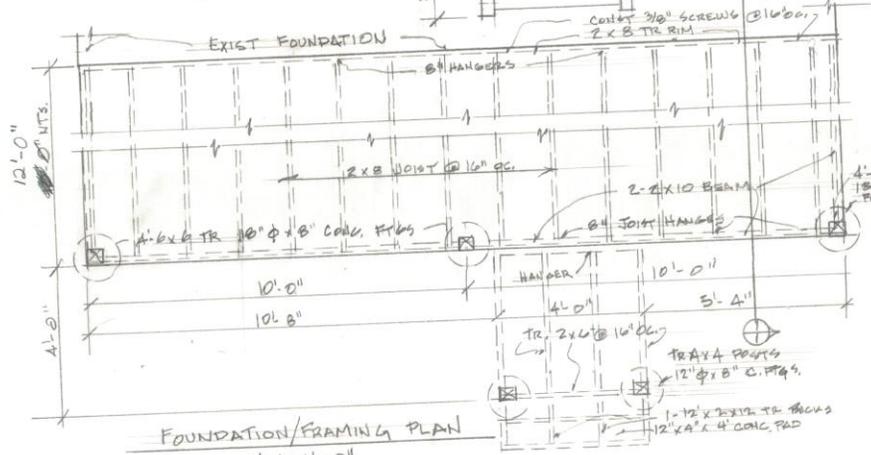
SOUTH ELEV. 1/2" = 1'-0"

NICK & SARAH RIDGWAY
120 2ND AVE. S.O. ST. PAUL

SH-2

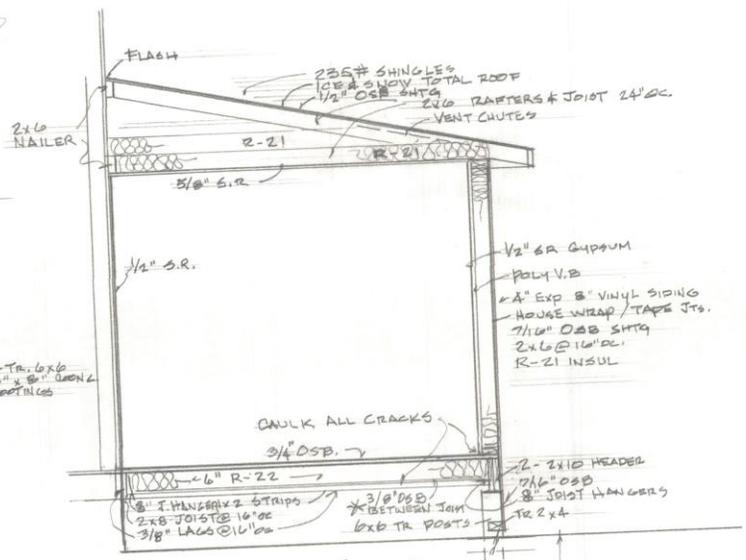
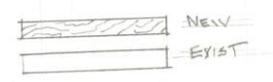


FLOOR PLAN / FRAMING
1/2" = 1'-0"



FOUNDATION / FRAMING PLAN
1/2" = 1'-0"

ESTIMATE: *
 ROOFING SEPERATE
 SIDING " "
 WINDOWS / DOORS " "
 * IN CLUDE / KEEP SEPERAB



SECTION 1/2" = 1'-0" (SAURETS)
18" x 8" C.F.

NICK & SARAH RIDGEWAY
 120 2ND AVE SOUTH, ST. PAUL

SHEET #1

ATTACHMENT H
PUBLIC HEARING NOTICE



**City of South
St. Paul**

125 Third Avenue North
South St. Paul, MN 55075

www.southstpaul.org

**Notice of Public
Hearing**

Applicant(s):	Sarah and Nick Ridgeway
Request:	<p>The Applicants own the single-family home at 120 2nd Avenue South. They are proposing to demolish their existing enclosed porch which is set back 21 feet from the front property line and replace it with a new larger enclosed porch that extends out another 5 feet and is only set back roughly 15 feet and 10 inches from the front property line. They are requesting a front yard setback variance to complete this project:</p> <ul style="list-style-type: none">• In the R-2 zoning district, no addition can be constructed that brings a house closer to the front property line than the average setback of all the other existing houses on the block that face the same street.• The average front yard setback for the houses on the subject property's block appears to be in the 18–20-foot range. The proposed addition will bring the Applicants' house closer to the front property line than the block average so it can only be constructed if a variance is granted.
Subject Property	120 2 nd Avenue South
Public Hearing Time and Location:	<p>City Hall, Council Chambers, 125 Third Avenue North, South St. Paul Wednesday, June 5th, 2024 at 7:00 P.M. Or as soon thereafter as the matter can be heard.</p> <p>All those interested are encouraged to attend and will be given an opportunity to be heard.</p>
Questions or Comments, Please Contact:	<p>The Planning Commission will also consider oral and written comments that are received prior to the meeting. You can submit your comments:</p> <p>By mail: City of South St. Paul, Attn: City Planner 125 Third Avenue North South St. Paul, MN 55075</p> <p>By phone: (651) 554-3217 By fax: (651) 554-3271 By e-mail: mhealy@southstpaul.org</p> <p><u>All written, faxed, or e-mailed comments must be received by the City Planner no later than Noon on Wednesday, June 5th to be considered by the Planning Commission as part of the public hearing*.</u></p> <p><i>*Please include your name and address as well as the project address</i></p>

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

<https://www.southstpaul.org/agendacenter>



Map Showing Location of 120 2nd Avenue South



CITY COUNCIL AGENDA REPORT

DATE: JUNE 17, 2024

DEPARTMENT: **Planning**

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: _____

9-B

AGENDA ITEM: Conditional Use Permit for On-Sale Liquor at Black Sheep Coffee

ACTIONS TO BE CONSIDERED:

Motion to approve Resolution 2024-78 approving a conditional use permit for on-sale liquor at Black Sheep Coffee.

OVERVIEW:

Application

The Applicant, Black Sheep Coffee, is a café located at 705 Southview Boulevard. They are seeking a conditional use permit (CUP) for on-sale liquor which would allow them to qualify for a liquor license and sell alcohol to their customers.

Background

Black Sheep Coffee, the Applicant, has been located at 705 Southview Boulevard since 2006. The café was closed for much of 2023 and reopened recently under new ownership. The new owner, Jason Frankot, is seeking the ability to sell alcohol at Black Sheep Coffee to create a new revenue stream for the business and provide a wider variety of customer experiences. He wants to be able to sell alcohol to customers during normal business hours and he wants to rent out the space for private events outside of normal business hours. He believes the space will be more attractive for private event rentals if the events are able to include alcoholic beverage service.

Details of Proposed Business Model

Per the Applicant, the current plans for the business are as follows:

- Black Sheep Coffee is not looking to obtain a full liquor license. They only want to sell beer and wine.
- They want to be open to the public from at least 7 AM to 3:00 PM seven days a week with later hours on Fridays and Saturdays. They would sell beer and wine to the public between noon and close.
- Private events will take place when the café is closed. Private events may start as early as 3 PM and most will conclude by 9 PM.
- Per the Applicant, the maximum occupancy for the building under the State Fire Code is only 46 people so the building cannot accommodate large events.

- Black Sheep Coffee currently has an approved patio area that is set up each summer by arranging tables and planters to block off a small portion of the parking lot. This patio area can seat about 20 people. The Applicant is exploring options to significantly upgrade the patio and make it a more permanent feature with a nicer surface and some type of permanent shade structure like a gazebo or pergola.

Zoning and Comprehensive Plan Guidance

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

- “Cafés, cafeterias, and restaurants” are a permitted use. They do not need any special City zoning approvals.
- 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. 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. Black Sheep Coffee will also need to obtain a liquor license and keep it in good standing to sell alcohol. The liquor license is issued by the City Council and can be revoked for license violations.

State Statute lays out base requirements for liquor licenses. State Statute allows bars to sell alcohol until 1 AM with a standard liquor license. The City Code is allowed to be stricter than State Statute but cannot be less strict. Most businesses that are located “up the hill” in South St. Paul are subject to a local ordinance that requires alcohol sales to be cut off at 11 PM:

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.

Businesses can remain open past 11 PM only if they stop serving alcohol and close off access to their bar. The City recently reviewed an on-sale liquor conditional use permit amendment for Honduras Kitchen, another SSP restaurant that sells alcohol and is located “up the hill.” The City Council did approve their request to hold large events that run until 1 AM on Fridays and Saturdays but it was noted in the approval that they must abide by any timing restrictions on alcohol sales that are in their liquor license. Unless the liquor licensing ordinance is amended in the future, both Honduras Kitchen and Black Sheep Coffee will need to cut off alcohol sales at 11 PM even if they sometimes hold events that go later. Unlike Honduras Kitchen, which operates in a large space with a 360-person capacity, Black Sheep Coffee is in a small building and is physically unable to host large events.

If Black Sheep Coffee wants to serve alcohol and have live music, they will also need to secure an entertainment license. This type of license is issued by the City Council and can be revoked for license violations.

Site and Building Plan Review

The Applicant is not proposing to make any changes to the exterior of the building or the overall site. The Applicant may upgrade the patio area in the future which will require a site plan review.

Parking

In the C-1 Retail Business district, non-residential buildings with 7,500 square feet of floor area or less are not subject to a fixed off-street parking requirement. Each small business owner is allowed to make their own decisions about right-sizing their parking lot to meet their customers’ needs. Black Sheep Coffee operates out of a 2,450 square foot space and currently has twelve striped parking stalls in their parking lot. There is also striped on-street parking on Southview Boulevard.

The Applicant may want to consider adding some amount of on-site bicycle parking to supplement the small public bike racks on Southview Boulevard. A local independent coffee shop is likely to attract the type of clientele that may want to reach the business by bicycle (i.e. teenagers and young professionals).

Cleaning Up Previous Zoning Approvals at Subject Property

Black Sheep Coffee has been granted conditional use permits in the past, but those conditional use permits are no longer completely applicable because of changes to the business’s operation and changes to the City Code. It would be beneficial to “clean up” the property’s approvals with this current application so that the property owner knows exactly what the City expects of him:

- In 2006, Black Sheep Coffee obtained a conditional use permit and site plan approval to operate a makeshift drive-thru lane. Their setup was unusual and involved placing cones in their parking lot each morning and directing traffic so that cars could utilize the walk-up window as a drive-thru window. The business discontinued the drive-thru lane many years ago and this CUP was formally terminated in 2021.

- In 2021, Black Sheep Coffee obtained a site plan approval and a conditional use permit for outdoor dining to operate a seasonal patio. They create the patio area each summer by moving planters to block off a small part of their parking lot.

In March of 2024, the City Council approved Ordinance 1422 which eliminated the conditional use permit requirement for outdoor dining. Outdoor dining areas are now able to be approved via a site plan review. Most outdoor dining areas can be approved administratively by City Staff and do not require Planning Commission or City Council review. All new outdoor dining areas approved via this administrative review process must close by 10 PM unless special permission for a later closing time is granted by conditional use permit.

The status of Black Sheep Coffee’s 2021 conditional use permit & site plan approval is somewhat fuzzy since the outdoor dining use no longer requires a conditional use permit but does still require a site plan approval. Staff would recommend that the 2021 conditional use permit be formally terminated and that the new on-sale liquor conditional use permit be the document that governs the property and establishes any site plan requirements. Some site plan approval conditions from the 2021 conditional use permit should be moved to the new conditional use permit, such as conditions relating to screening and barriers to protect the patio from vehicular traffic.

Surrounding Land Uses

Direction	Existing Use	Existing Zoning	Comp Plan Guidance
West	Southview 66 Service Station	C-1 Retail Business	Mixed-Use
North (across Southview Blvd.)	Ground floor retail with 2 nd floor apartments	C-1 Retail Business	Mixed-Use
East (across 7th Avenue South)	Professional offices	C-1 Retail Business	Mixed-Use
South	Duplex	C-1 Retail Business	Mixed-Use

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

Fire Department

“No comment.”

Police Department

“No comment.”

Building Department

Future changes to the patio area that involve the construction of shade structures may require a building permit.

DISCUSSION

Conditional Use Permit review is “case by case” and Black Sheep Coffee is next to a residential neighborhood, so it is appropriate to place conditions of approval on the business to ensure that it peacefully coexists with nearby residences. In addition to adhering to any conditions that are placed on their conditional use permit, the Applicant will need to abide by the terms of their liquor license which will require them to stop selling alcohol at 11 PM because they are further than 750 feet from Concord Street and closer than 500 feet to a residential property.

Black Sheep Coffee has indicated that they plan to close at 9 PM every night and end all private events by that time but it is possible that their plans will change, and they will want to offer expanded hours in the future. This should be fine if they abide by the terms of their liquor license which requires all alcohol sales to end at 11 PM and the terms of the City Code which requires the outdoor dining area to close at 10 PM unless special permission for a later closing time is granted by conditional use permit. If they do adjust their hours and want to operate later into the evening, they will still need to comply with the City’s noise ordinance or they could face revocation of their liquor license, entertainment license, and/or conditional use permit. It is generally unlawful to play music that is audible at a property line past 10 PM and that is one reason why 10 PM was selected as the citywide “default” closing time for outdoor dining areas.

PLANNING COMMISSION PUBLIC HEARING

The Planning Commission held a public hearing for the conditional use permit at their meeting on June 5, 2024. City Staff provided an overview of the application and explained to the Planning Commission that the liquor licensing ordinance was overhauled in 2014 and that it is because of the ordinance update that alcohol sales are now allowed at the subject property. Prior to the ordinance update, all venues serving alcohol for on-site consumption that were not near Concord Street needed to be at least 750 feet from churches, schools, and any other venue serving alcohol. Because the ordinance has changed, businesses “up the hill” (more than 750 feet from Concord Street) are now allowed to sell alcohol if they obtain a conditional use permit and liquor license and stop all alcohol sales at 11 PM.

The Planning Commission received one email in support of the request which is included as an attachment. Additionally, two members of the public spoke during the public hearing:

Steve Mankowski, owner of the Southview 66 Service Station at 725 Southview Boulevard, asked what types of beer would be available at Black Sheep Coffee. He stated that he is fine with the application and not opposed to the conditional use permit, but he would like additional clarification on what the rules are for percentage of sales that must be made up of food, what the rules are for liquor licenses “up the hill,” and what the rules are for outdoor dining areas in the right-of-way of Dakota County roads.

Dennis Hosford, owner of 702, 706, 708, and 710 Southview Boulevard, stated that he is not opposed to Black Sheep obtaining a beer and wine license but would like the City to consider placing strict approval conditions on the conditional use permit because it “runs with the land.” He mentioned that Big John’s caused trouble on Southview Boulevard because it started as a restaurant and later became a bar. Mr. Hosford asked that the City require the Black Sheep Coffee outdoor dining area to close at 9 PM, require the indoor dining area to close by 10 PM, and require all customers to vacate the premises by 10:30 PM. Mr. Hosford stated that he believes it is unenforceable to require alcohol sales to end at 11 PM but technically allow the business to remain open later as long as they are not selling alcohol. He also expressed that he does not believe the City has sufficient means to enforce the noise ordinance. He stated that he agrees with Dakota County’s policy of not allowing sidewalk cafes on county roads.

The Applicant stated that the plan is primarily to sell wine and there may be some beer, but it will likely be craft beer. They have hired a sommelier to assist with creating wine pairings for the foods that they plan to serve. City Staff addressed the remaining questions from the public hearing comments:

- Black Sheep Coffee does not want to have a sidewalk café in Dakota County road right-of-way so it is a moot point whether Dakota County will allow it or not.
- It is a condition of any on-sale liquor license that the venue must derive at least 50% of its gross sales from the serving of food. They must supply proof in a form acceptable to the City.

- The City Council made a policy decision earlier this year to set 10 PM as the time that outdoor dining areas must close citywide unless they get special permission to keep the outdoor dining area open later via a conditional use permit. This policy decision was added to the City Code as part of the outdoor dining ordinance that was approved in March. It does not seem reasonable to require Black Sheep Coffee to close their outdoor dining area at 9 PM when the citywide ordinance sets 10 PM as the closing time.
- Repeated liquor license violations and repeated conditional use permit violations can be handled through the revocation of the conditional use permit and/or the revocation of the liquor license. If the property changes hands and the new owner does not adhere to the conditional use permit terms and causes a nuisance for the neighborhood, the conditional use permit can be revoked for noncompliance.

The Planning Commission discussed Staff's presentation and the public hearing comments. They unanimously recommended approval of the conditional use permit "as presented" with Staff's recommended conditions of approval with a 7-0 vote.

STAFF AND PLANNING COMMISSION RECOMMENDATION:

Staff recommends approval of Resolution #2024-78 approving a conditional use permit for On-Sale Liquor at Black Sheep Coffee.

60-DAY REVIEW DEADLINE: July 7, 2024

ATTACHMENTS

- A. Site Location Map
- B. Photograph of Subject Property
- C. Applicant's Narrative
- D. Tax Assessor Sketch
- E. Approved Site Plan for Outdoor Dining (2021)
- F. Public Hearing Notice
- G. Public Comments

**ATTACHMENT A
SITE LOCATION MAP**



ATTACHMENT B
PHOTOGRAPH OF SUBJECT PROPERTY



ATTACHMENT C
APPLICANT'S NARRATIVE

To whom it may concern,

As a growing business, we're eager to expand revenue and enhance customer experiences. Securing a liquor license is projected to boost monthly revenue by \$900, while also enabling us to host exclusive private events tailored to our clients' needs. This entails hiring additional staff such as event coordinators for exceptional service and a memorable experience. We'll adjust our operating hours to accommodate these events and offer customized experiences that exceed expectations, prioritizing guest safety and satisfaction. Ultimately, our goal is to solidify our position as a premier destination for bespoke gatherings, driving revenue growth through innovative offerings and exceptional service.

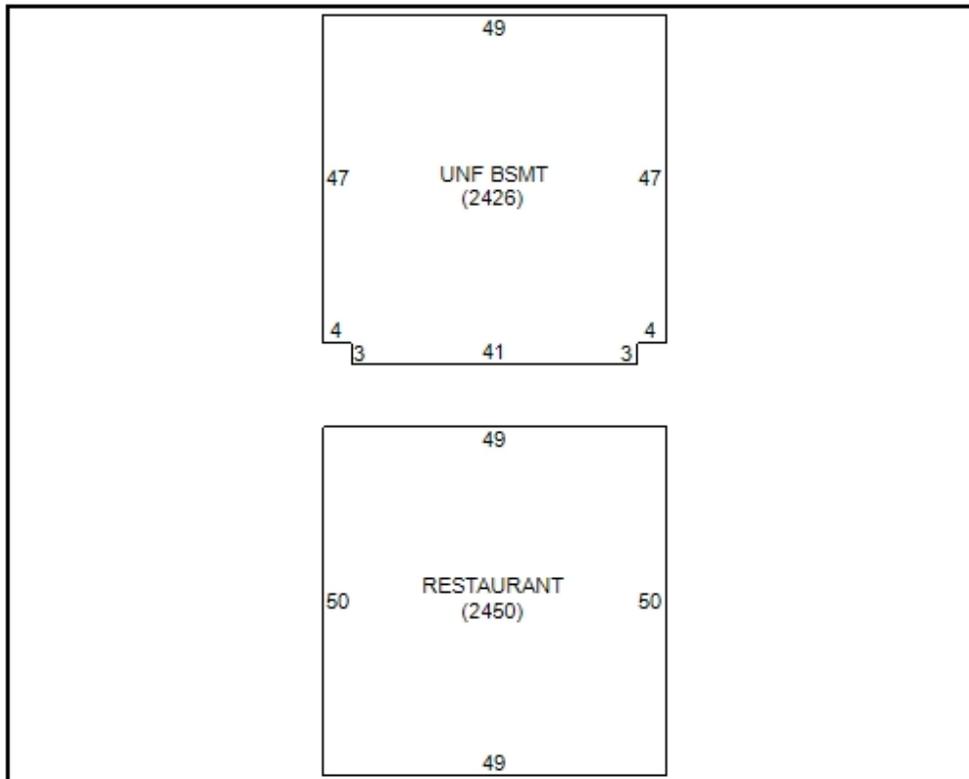
Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Frankot', written in a cursive style.

Jason Frankot

**ATTACHMENT D
TAX ASSESSOR SKETCH**

Parcel ID: 36-32550-03-300

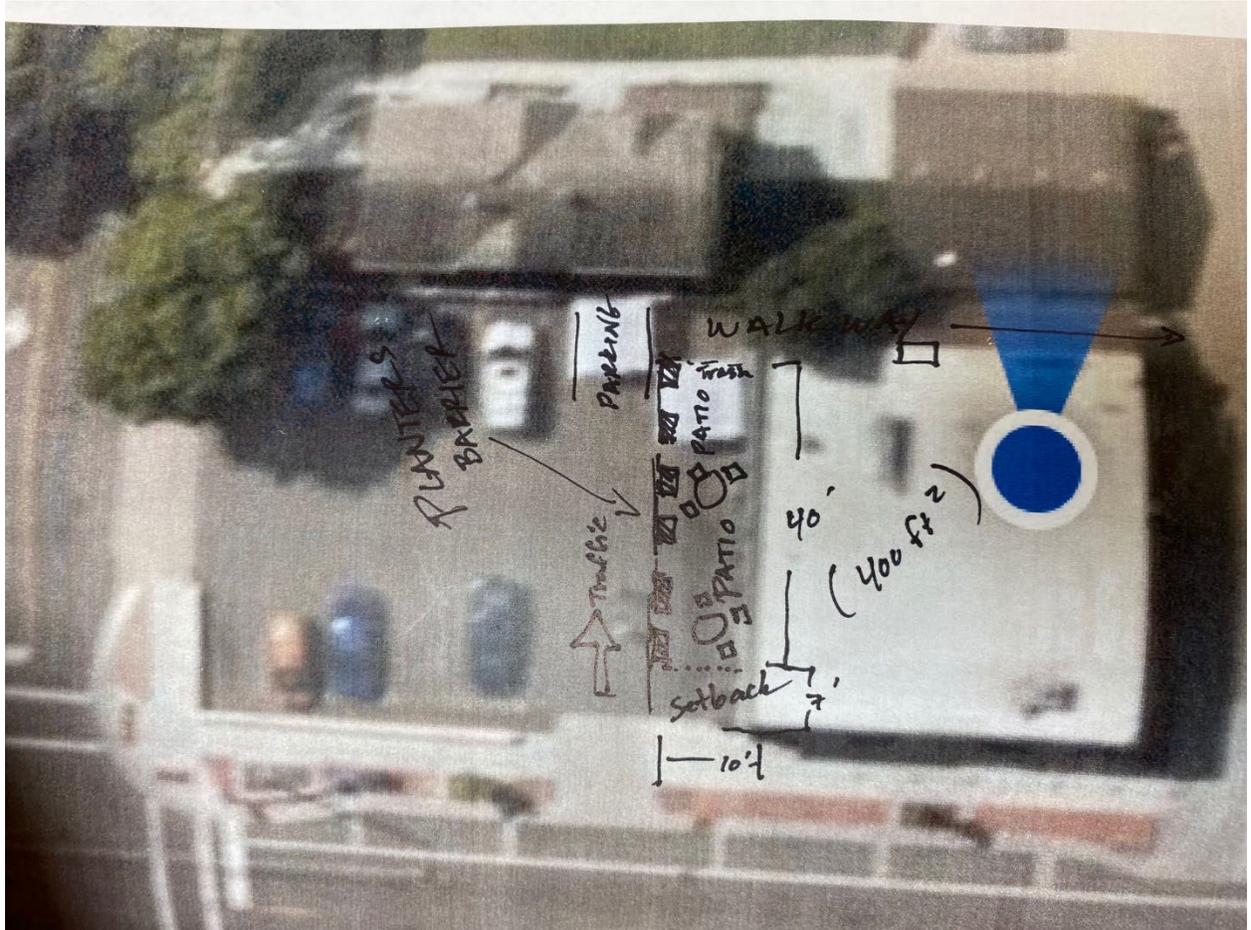


Card 1 of 1 Cards

Code	Description	Area	Living Area
442	RESTAURANT	2450.00	0.00
UBM	UNF BASMT	2426.00	0.00

Disclaimer: This information is believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

ATTACHMENT E
APPROVED SITE PLAN FOR OUTDOOR DINING (2021)

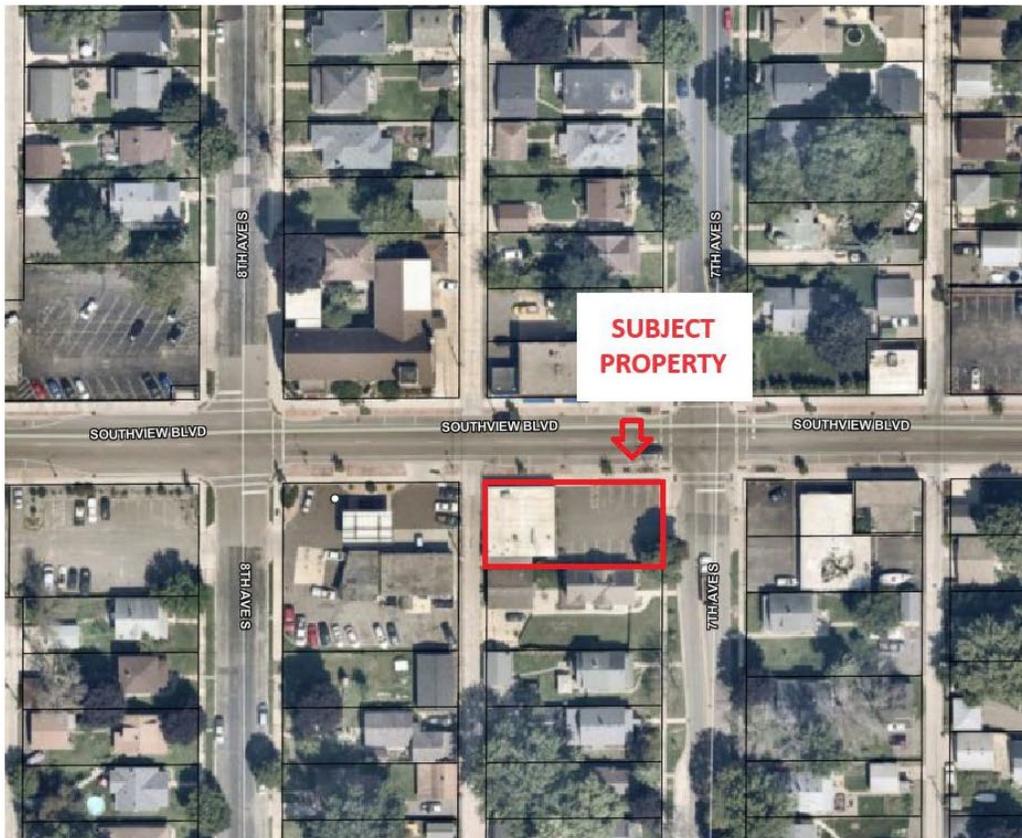


**ATTACHMENT F
PUBLIC HEARING NOTICE**

 <p>City of South St. Paul 125 Third Avenue North South St. Paul, MN 55075 www.southstpaul.org</p>		<p><u>Notice of Public Hearing</u></p>
Applicant(s):	Black Sheep Coffee	
Request:	Black Sheep Coffee is seeking a conditional use permit for on-sale liquor. A conditional use permit is required before a business in the C-1 Retail Business zoning district can qualify for a liquor license.	
Subject Property	705 Southview Boulevard	
Public Hearing Time and Location:	City Hall, Council Chambers, 125 Third Avenue North, South St. Paul Wednesday, June 5th, 2024 at 7:00 P.M. Or as soon thereafter as the matter can be heard. All those interested are encouraged to attend and will be given an opportunity to be heard.	
Questions or Comments, Please Contact:	The Planning Commission will also consider oral and written comments that are received prior to the meeting. You can submit your comments: By mail: City of South St. Paul, Attn: City Planner 125 Third Avenue North South St. Paul, MN 55075 By phone: (651) 554-3217 By fax: (651) 554-3271 By e-mail: mhealy@southstpaul.org <u>All written, faxed, or e-mailed comments must be received by the City Planner no later than Noon on Wednesday, June 5th to be considered by the Planning Commission as part of the public hearing*.</u> <i>*Please include your name and address as well as the project address</i>	

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

<https://www.southstpaul.org/agendacenter>



Map Showing Location of Black Sheep Coffee at 705 Southview Boulevard

**ATTACHMENT G
PUBLIC COMMENTS**

Black sheep coffee



rhiphi-
To Michael Healy



Reply

Reply All

Forward



Sat 5/25/2024 1:01 PM

705 southview
Philip Rhinehart
my address 229 7th ave south

i'm in favor of giving it to them if it brings more tax money into our city the better services we can provide
Tax base is always a better thing
so if it increases their business well done
better for us all

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-78

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR ON-SALE
LIQUOR AT BLACK SHEEP COFFEE**

WHEREAS, the City received an application from Black Sheep Coffee requesting the following approvals:

- A Conditional Use Permit for on-sale liquor.

WHEREAS, the subject property is located at 705 Southview Boulevard (“the Property”); and legally described as follows:

All of Lot Thirty (30) and the south
half of Lot Twenty Nine (29), Block Three (3) HEPBURN PARK

WHEREAS, the Planning Commission held a public hearing on the application at their June 5, 2024 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission recommended approval (7-0) of the application at their June 5, 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 City Council as stated in the Planner’s report dated June 17, 2024 regarding this matter is hereby adopted and included herein by reference including the following attachments:
 - a. Site Location Map
 - b. Photograph of Subject Property
 - c. Applicant’s Narrative
 - d. Tax Assessor Sketch
 - e. Approved Site Plan for Outdoor Dining (2021)
 - f. Public Hearing Notice
 - g. Public Comments

2. Findings.

A. The City Council determines that the proposed Conditional Use Permit is 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 subject to the following conditions:

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

- | | |
|--|----------------------------------|
| a. Application (Black Sheep Coffee) | dated 5/8/2024 |
| b. Narrative (Jason Frankot) | Undated |
| c. Site Plan Showing Outdoor Dining | part of 2021 CUP approval |

2. **Status of Previous Conditional Use Permits.** All previous conditional use permits applying to the subject property are hereby terminated as part of this approval and any conditions that are still relevant will be incorporated into this approval document. The Applicant and property owner acknowledge and agree that the previous conditional use permits are terminated, and they hereby waive any rights related to the previous conditional use permits.

3. **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.

4. **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.

5. **Compliance with Entertainment Licensing Requirements.** The Applicant shall obtain an entertainment license prior to providing any entertainment that requires a license.
6. **Required Screening.** The Applicant shall continue to honor the condition that was placed in their original 2006 approval which governs required screening. The Applicant shall be required to maintain a minimum 4-foot tall privacy fence along the south property line from the east edge of the parking lot to a point even with the front of the house at 206 7th Avenue South (approximately 25 feet) and said privacy fence shall continue to the west of this point at 6-feet in height and then may terminate at the east wall of the building at 705 Southview Boulevard.
7. **Outdoor Dining Area.** The 400 square foot outdoor dining area was initially approved in 2021 and shall be subject to the following requirements:
 - a. The existing Site Plan Approval requires the Applicant to use moveable planters or other barriers that offer an equivalent amount of protection to separate the outdoor dining area from motor vehicle traffic in the parking lot. Any future changes to the site plan for the outdoor dining area will be reviewed in accordance with the process outlined in the City Code.
 - b. The outdoor dining area must be closed by 10 PM.
 - c. The Applicant shall provide the City with a Sewer Access Charge (SAC) determination letter from the Metropolitan Council for the outdoor dining area. If the Applicant does not already have a SAC determination letter, they must submit a request for a SAC determination letter to the Metropolitan Council by no later than August 1st, 2024. The Applicant shall pay any required SAC fees.
8. **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.
9. **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 17th day of June, 2024

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: June 17, 2024

DEPARTMENT: City Attorney

ADMINISTRATOR: _____

9-C

AGENDA ITEM: Proposed Settlement Agreement and 463 Action for Hazardous Building at 1579 Stickney Avenue

ACTIONS TO BE CONSIDERED:

1. Motion to approve Minnesota Statute 463 Action Agreement for Hazardous Building at 1579 Stickney Avenue.
2. Motion to approve Resolution No. 2024-79 to Raze and Remove the Hazardous Structure Located at 1579 Stickney Avenue, South St. Paul, Minnesota.

OVERVIEW:

The property at 1579 Stickney Avenue is a vacant residential property located in South St. Paul (“Property”), owned by Veingsavanh Paborriboon (“Owner”). On June 4, 2024, the Building Official declared the Residence to be a hazardous building/structure pursuant to Minn. Stat. Chapter 463. City Staff been working with the Owner and understands that they would like the opportunity to save the building’s foundation so that they can qualify for a specific loan to build a new residence.

Due to the Owner’s request and the time and expense of pursuing a legal action where the City would obtain court authority to demolish the building and assess the costs to the Property (“463 Action”), City Staff drafted the attached Agreement to allow the Owner time to demolish the building excluding the foundation, pursuant to the following demolition timeline:

1. The Property Owner shall demolish the Residence, excluding the foundation, on or before August 17, 2024.
2. The Property Owner shall provide detailed construction drawings with the corresponding calculations signed by a Minnesota Licensed Structural Engineer for any and all repairs and modifications necessary to the Residence’s current foundation for use as the foundation, or any part thereof, of a new residence, on or before October 17, 2024.
3. The Property Owner shall obtain a building permit for a new residence on or before February 17, 2025. In the event the Property Owner fails to obtain a new building permit by February 17, 2025, the Property Owner acknowledges and agrees that they lose their legal non-conforming status for the Residence and must comply with any and all current code requirements including, but not limited to, setbacks.

In the event the Owner fails to follow the demolition timeline, the City has the authority to file a 463 Action with the court and issue administrative citations. Importantly, the Owner waives their right to object to a 463 Action.

Staff is asking Council to approve two items. First, the Agreement with the Owner and second, the Resolution and Order for a 463 Action. If Council approves the Resolution and Order tonight, and the Owner does not complete the required demolition, City Staff will be able to file the Resolution and Order with the court immediately and obtain court authority to raze the building without requiring further Council action or delay.

RECOMMENDATION:

1. Motion to approve Minnesota Statute 463 Action Agreement for Hazardous Building at 1579 Stickney Avenue.
2. Motion to approve Resolution No. 2024-79 to Raze and Remove the Hazardous Structure Located at 1579 Stickney Avenue, South St. Paul, Minnesota.

SOURCE OF FUNDS:

N/A

ATTACHMENTS

- Minnesota Statute 463 Action Agreement for Hazardous Building at 1579 Stickney Avenue
- Resolution and Order

MINNESOTA STATUTE 463 ACTION AGREEMENT

THIS MINNESOTA STATUTE 463 ACTION AGREEMENT (“Agreement”) is entered into and effective as of the ____ day of _____, 2024 (“Agreement Date), by and between the City of South St. Paul, a Minnesota municipal corporation (the “City”) and Veingsavanh Paborriboon (“Property Owner”).

WHEREAS, the Property Owner owns the real property in the City of South St. Paul, Dakota County, Minnesota located at 1579 Stickney Avenue, with a legal description as described on the attached **Exhibit A** (“Property”); and

WHEREAS, the Property Owner acknowledges and agrees that they have failed to maintain the residential structure located on the Property (“Residence”) pursuant to City Code and have received multiple warnings, compliance requests and an administrative citation for violating City Code Sections 106-56 (work without a building permit), 118-244 (failing to be reasonably maintained), 118-126 (illicit discharges), 118-249 (home occupations and home offices), and 118-122 (R-2 Single-and-Two Family Residence district) (collectively “Code Violations”); and

WHEREAS, on June 4, 2024, the City Building Official declared the Residence to be a hazardous building/structure pursuant to Minn. Stat. Chapter 463 as described in the report and depicted in the photos taken during the City Building Official inspection on June 3, 2024, both attached hereto as **Exhibit B**; and

WHEREAS, the City intends to undertake the necessary court action to deem the Residence a hazardous building under Minn. Stat. Chapter 463 and require the Property Owner to demolish and remove it within 60 days, and authorize the City to demolish and remove the Residence and assess all costs to the Property in the event the Property Owner fails to complete the demolition within 60 days (collectively a “463 Action”); and

WHEREAS, the Property Owner acknowledges and agrees that the Residence is a hazardous building and the City has the basis and authority to seek a 463 Action for the Property; and

WHEREAS, the Property Owner has requested the time to do the following:

1. Demolish the Residence, but keep the existing foundation.
2. Engage a Minnesota Licensed Structural Engineer to design all necessary repairs and modifications to the existing foundation that would allow a new residence to be built on top of the existing foundation.
3. Obtain a new building permit and begin construction on a new residence.

Collectively, the “Demolition Schedule.”

WHEREAS, the Property Owner has requested the City enter into this Agreement to allow the Property Owner the time to complete the Demolition Schedule; and

WHEREAS, the City has agreed to the enter into this Agreement subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I **THE AGREEMENT**

Section 1.01. Purpose. The purpose of this Agreement is to memorialize the terms and conditions between the City and the Property Owner regarding the Demolition Schedule for the Property and establish the City’s authority to move to an uncontested 463 Action in the event the Property Owner fails to complete the Demolition Schedule pursuant to the terms of this Agreement.

Section 1.02. Cooperation. The City and Property Owner shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the Agreement.

Section 1.03. Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II **TERMS AND CONDITIONS**

Section 2.01. Demolition Schedule Timeline. The Property Owner acknowledges and agrees that they shall complete the following activities within the following timelines:

1. The Property Owner shall demolish the Residence, excluding the foundation, on or before August 17, 2024.
2. The Property Owner shall provide detailed construction drawings with the corresponding calculations signed by a Minnesota Licensed Structural Engineer for any and all repairs and modifications necessary to the Residence’s current foundation for use as the foundation, or any part thereof, of a new residence, on or before October 17, 2024.
3. The Property Owner shall obtain a building permit for a new residence on or before February 17, 2025. In the event the Property Owner fails to obtain a new building permit by February 17, 2025, the Property Owner acknowledges and agrees that they lose their legal non-conforming status for the Residence and must comply with any and all current code requirements including, but not limited to, setbacks.

(collectively the “Demolition Schedule Timeline”)

Section 2.02. Failure to Comply with the Demolition Schedule Timeline. Property Owner acknowledges and agrees to complete all work identified in the Demolition Schedule Timeline on or before the dates described in Section 2.01. A failure by Property Owner to meet **any** of the deadlines described in the Demolition Schedule Timeline shall result in the City taking any or all of the following actions:

1. Filing a 463 Action against the Property; and
2. Issuing administrative citations for violations of City Code, including but not limited to, City Code Sections 118-244 (failing to be reasonably maintained), 118-126 (illicit discharges), 118-249 (home occupations and home offices), and 118-122 (R-2 Single-and-Two Family Residence district), pursuant to the procedures described in City Code.

Section 2.03. Waiver of Objections to a 463 Action. Property Owner acknowledges and agrees that the Property is currently a hazardous building as defined in Minnesota Statute Chapter 463 and the City does not have any obligation to provide the Property Owner with the additional time provided for in this Agreement. Further, the Property Owner acknowledges and agrees that the City could pursue a 463 Action immediately and obtain a court order to enter the Property and demolish the entire Residence, including the current foundation. The Property Owner acknowledges that under Minnesota Statute Chapter 463, they have the right to contest a 463 Action, however, the Property Owner does hereby intentionally waive those rights.

ARTICLE III **GENERAL PROVISIONS**

Section 3.01. Binding Effect. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, executors, personal representatives, tenants, residents of the Property and permitted assigns.

Section 3.02. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 3.03. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the parties hereto.

Section 3.04. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3.05. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 3.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 3.07. Captions. The captions and the heading in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 3.08. Recording. The parties hereto agree that this Agreement shall not be recorded with the County Recorder and/or Register of Titles.

IN WITNESS WHEREOF, the City and the Property Owner have caused this Agreement to be executed by its duly authorized representatives.

(The remainder of this page is intentionally left blank)

PROPERTY OWNER:

Veingsavanh Paborriboon

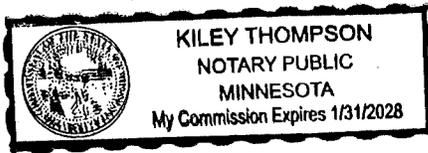
[Handwritten signature]

STATE OF MINNESOTA)

) ss.

COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me on this 12 day of June, 2024, by Veingsavanh Paborriboon, the Property Owner of the property legally described in Exhibit A.



Kiley Thompson

Notary Public

EXHIBIT A
Legal Description

Parcel A: Lands which before the vacation of the plat thereof were known as Lots 1 to 11 both inclusive and Lot 18 all in Block 1 and Lot 1 in Block 2 of Linse's Subdivision of Lot 20 of Albrecht's Outlots to Dakota County, together with any portion of any street, avenue or alley which accrued to said lots by virtue of said vacation, Dakota County, Minnesota.

Parcel B: Lots 12 through 17, Block 1, Linse's Subdivision of Lot 20 Albrechts Out Lots to Dakota County, Dakota County, Minnesota

Abstract Property

EXHIBIT B
Building Official Report and Photos



City of South St. Paul

125 Third Avenue North
South St. Paul, MN 55075
www.southstpaul.org

Building Department

June 4, 2024

1579 Stickney Avenue
South St. Paul, MN 55075

To whom it may concern,

On Monday June 3rd I did a walk through of the property at 1579 Stickney Avenue. Based on my observation, this structure is no longer safe for human occupation. I deem this structure unfit for human occupation under the code section 1300.0180 of the 2020 Minnesota State Building Code. The house has structural deficiencies, has become dilapidated, unsanitary, a fire hazard, and is a hazard to public safety. All unsafe buildings must be abated by repair, rehabilitation, demolition or removal according to Minnesota State Statutes, sections 463.15 to 463.26.

Joe Heimkes
Chief Building Official
City of South St. Paul, MN
651-554-3222



6.3.2024



6.3.2024



6.3.2024



6.3.2024



6.3.2024

PUSH
DON'T
PULL



6.3.2024



6.3.2024



6.3.2024



6.3.2024

JENNY
MORRIS



6.3.2024



6.3.2024

SHOES
OFF

6.3.2024





6.3.2024



6.3.2024



6.3.2024



6.3.2024



6.3.2024

**CITY OF SOUTH ST. PAUL
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 2024-79

**RESOLUTION AND ORDER TO RAZE AND REMOVE THE HAZARDOUS
STRUCTURE LOCATED AT 1579 STICKNEY AVENUE, SOUTH ST. PAUL,
MINNESOTA**

WHEREAS, the following Findings of Fact support the Order to Raze and Remove the hazardous structures located at 1579 Stickney Avenue, South St. Paul, Minnesota:

1. The Property located at 1579 Stickney Avenue, South St. Paul, Dakota County, Minnesota, is legally described as:

Parcel A: Lands which before the vacation of the plat thereof were known as Lots 1 to 11 both inclusive and Lot 18 all in Block 1 and Lot 1 in Block 2 of Linse’s Subdivision of Lot 20 of Albrecht’s Outlots to Dakota County, together with any portion of any street, avenue or alley which accrued to said lots by virtue of said vacation, Dakota County, Minnesota.

Parcel B: Lots 12 through 17, Block 1, Linse’s Subdivision of Lot 20 Albrechts Out Lots to Dakota County, Dakota County, Minnesota

(“Property”)

2. The Property is owned by Veingsavanh Paborriboon (“Owner”) as conveyed by Warranty Deed on August 30, 2012 (See Warranty Deed at **Exhibit A**).
3. On or about June 4, 2024, the City Building Official declared the Residence to be a hazardous building/structure pursuant to Minn. Stat. Chapter 463 as described in the report and depicted in the photos taken during the City Building Official inspection on June 3, 2024, both attached hereto as **Exhibit B**;
4. Owner executed the Minnesota Statute 463 Action Agreement with the City (“Agreement”) attached hereto as **Exhibit C** on _____, 2024, in which the Property Owner acknowledges and agrees that they have failed to maintain the residential structure located on the Property (“Residence”) pursuant to City Code and have received multiple warnings, compliance requests and an administrative citation for violating City Code Sections 106-56 (work without a building permit), 118-244 (failing to be reasonably maintained), 118-126 (illicit discharges), 118-249 (home occupations and home offices), and 118-122 (R-2 Single-and-Two Family Residence district) (collectively “Code Violations”).
5. As part of the Agreement, the Owner has agreed to the following Demolition Schedule Timeline:

- a. The Property Owner shall demolish the Residence, excluding the foundation, on or before August 17, 2024.
- b. The Property Owner shall provide detailed construction drawings with the corresponding calculations signed by a Minnesota Licensed Structural Engineer for any and all repairs and modifications necessary to the Residence's current foundation for use as the foundation, or any part thereof, of a new residence, on or before October 17, 2024.
- c. The Property Owner shall obtain a building permit for a new residence on or before February 17, 2025. In the event the Property Owner fails to obtain a new building permit by February 17, 2025, the Property Owner acknowledges and agrees that they lose their legal non-conforming status for the Residence and must comply with any and all current code requirements including, but not limited to, setbacks.

WHEREAS, on June 17, 2024, at the regular meeting of the South St. Paul City Council, the City Council held a public hearing on this matter and considered the evidence presented.

NOW, THEREFORE, BE IT RESOLVED that based on the hearing and the information and evidence presented, the South St. Paul City Council adopts the aforementioned Findings of Fact and finds that due to the significant damage and deterioration of the remaining portion of the structure, they create a hazardous condition that constitutes a hazard to the public safety, health and welfare, as defined in Minnesota Statutes, Chapter 463, and therefore, the structure must be razed and removed.

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

1. Veingsavanh Paborriboon, Owner of the Property at 1579 Stickney Avenue, South St. Paul, Minnesota, must raze and remove the remaining portions of the structure, as well as any remaining debris by August 17, 2024.
2. Unless corrective action is taken or an Answer is filed within twenty (20) days of service, as provided in Minnesota Statutes, Section 463.18, a motion for summary enforcement of this Order will be made to the District Court of Dakota County. If there is no compliance, the City will be authorized to enter the Property and immediately raze and remove the structure, including the foundation, located on the Property. All costs associated with this action and of razing and removing structure may be a lien against the real estate, which may be levied and collected as a special assessment, as provided by Minnesota Statutes, Chapter 463.

Adopted by the City Council of South St. Paul, Minnesota this 17th day of June, 2024.

James Francis, Mayor

ATTEST:

Deanna Werner, City Clerk

No delinquent taxes and transfer entered: Certificate of Real Estate Value (X) filed () not required
 Certificate of Real Estate Value No. 9-24 2012

Joe T. Beckman
 DAKOTA COUNTY TREASURER-AUDITOR

by *Zach McBroom*

Receipt#: 226830

2896198

ABSTRACT FEE \$46.00
 CONSERVATION \$5.00
 STATE DEED TAX \$470.25



Recorded on: 9/24/2012 01:37:10PM
 By: STG, Deputy

Return to:
 TITLE RECORDING SERVICES
 79 WESTERN AVE N #C
 ST. PAUL, MN 55102

Joel T. Beckman County Recorder
 Dakota County, MN

✓ ECR# 112133

36-45400-6-110

LIMITED WARRANTY DEED Form No. 21 M Minnesota Uniform
 Corporation, Partnership or Conveyancing Blanks (1/15/97)
 Limited Liability Company to Individual(s) (Top 3 inches Reserved for Recording Data)

DEED TAX DUE: \$ 470.25

Date: 08/31/2012

FOR VALUABLE CONSIDERATION, Central Bank

a corporation under the laws of Minnesota
 Grantor, hereby conveys and quitclaims to Viengsavanh Paborriboon

Grantee, real property in Dakota County, Minnesota, described as follows:

See attached Exhibit A

36-45400-01-120
 36-45400-01-130
 36-45400-01-140
 36-45400-01-150
 36-45400-01-160
 36-45400-01-170

together with all hereditaments and appurtenances.
 This Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property, EXCEPT:

Covenants, Conditions, Restrictions and Easements of record, if any

Check box if applicable:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Central Bank

Affix Deed Tax Stamp Here

By *Zach McBroom*
 Zach McBroom
 Its Vice President

STATE OF MINNESOTA } ss
 COUNTY OF WASHINGTON }

By _____
 Its _____

This instrument was acknowledged before me on 9/30/12
 by Zach McBroom and _____
 the Vice President and _____
 of Central Bank

a corporation under the laws of Minnesota
 on behalf of the corporation

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



Maria L. Rodlund
 SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Viengsavanh Paborriboon

Check here if all or part of the land is Registered (Torrrens)

Tax statements for the real property described in this instrument should be sent to (include name and address of Grantee):

VIENGSAVANH PABORRIBOON
 1571 Stickney Avenue
 South St. Paul, MN 55075

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS):

Custom Home Builders Title, LLC
 10850 Old County Road 15
 Plymouth, MN 55441
 (763)489-3240

File No: HB-23874

RECEIVED

SEP 11 2012

DAKOTA COUNTY TAXATION & RECORDS

660214
 2012083524
 AFFIN TITLE BASIC
 WD
 Title Recording Services, Inc.
 79 Western Ave N
 St. Paul, MN 55102
 DAKOTA U

"Exhibit A"

Legal Description

Parcel A: Lands which before the vacation of the plat thereof were known as Lots 1 to 11 both inclusive and Lot 18 all in Block 1 and Lot 1 in Block 2 of Linse's Subdivision of Lot 20 of Albrecht's Outlots to Dakota County, together with any portion of any street, avenue or alley which accrued to said lots by virtue of said vacation, Dakota County, Minnesota.

Parcel B: Lots 12 through 17, Block 1, Linse's Subdivision of Lot 20 Albrechts Out Lots to Dakota County, Dakota County, Minnesota.

1-18/1
Linse's Sub.

(A)



City of South St. Paul

125 Third Avenue North
South St. Paul, MN 55075
www.southstpaul.org

EXHIBIT B

Building Department

June 4, 2024

1571 Stickney Avenue
South St. Paul, MN 55075

To whom it may concern,

On Monday June 3rd I did a walk through of the property at 1571 Stickney Avenue. Based on my observation, this structure is no longer safe for human occupation. I deem this structure unfit for human occupation under the code section 1300.0180 of the 2020 Minnesota State Building Code. The house has structural deficiencies, has become dilapidated, unsanitary, a fire hazard, and is a hazard to public safety. All unsafe buildings must be abated by repair, rehabilitation, demolition or removal according to Minnesota State Statutes, sections 463.15 to 463.26.

Joe Heimkes
Chief Building Official
City of South St. Paul, MN
651-554-3222



6.3.2024



6.3.2024



6.3.2024



6.3.2024



6.3.2024

PUSH
DONT
PULL



6.3.2024



6.3.2024



6.3.2024



6.3.2024

JENNY MORRIS



6.3.2024



NO ELECTRIC
ELECTRICAL CONTRACT

Panel label with illegible text and a logo.

6.3.2024

SHOES
OFF

6.3.2024





6.3.2024



6.3.2024



6.3.2024



6.3.2024



6.3.2024

MINNESOTA STATUTE 463 ACTION AGREEMENT

THIS MINNESOTA STATUTE 463 ACTION AGREEMENT (“Agreement”) is entered into and effective as of the ____ day of _____, 2024 (“Agreement Date), by and between the City of South St. Paul, a Minnesota municipal corporation (the “City”) and Veingsavanh Paborriboon (“Property Owner”).

WHEREAS, the Property Owner owns the real property in the City of South St. Paul, Dakota County, Minnesota located at 1579 Stickney Avenue, with a legal description as described on the attached **Exhibit A** (“Property”); and

WHEREAS, the Property Owner acknowledges and agrees that they have failed to maintain the residential structure located on the Property (“Residence”) pursuant to City Code and have received multiple warnings, compliance requests and an administrative citation for violating City Code Sections 106-56 (work without a building permit), 118-244 (failing to be reasonably maintained), 118-126 (illicit discharges), 118-249 (home occupations and home offices), and 118-122 (R-2 Single-and-Two Family Residence district) (collectively “Code Violations”); and

WHEREAS, on June 4, 2024, the City Building Official declared the Residence to be a hazardous building/structure pursuant to Minn. Stat. Chapter 463 as described in the report and depicted in the photos taken during the City Building Official inspection on June 3, 2024, both attached hereto as **Exhibit B**; and

WHEREAS, the City intends to undertake the necessary court action to deem the Residence a hazardous building under Minn. Stat. Chapter 463 and require the Property Owner to demolish and remove it within 60 days, and authorize the City to demolish and remove the Residence and assess all costs to the Property in the event the Property Owner fails to complete the demolition within 60 days (collectively a “463 Action”); and

WHEREAS, the Property Owner acknowledges and agrees that the Residence is a hazardous building and the City has the basis and authority to seek a 463 Action for the Property; and

WHEREAS, the Property Owner has requested the time to do the following:

1. Demolish the Residence, but keep the existing foundation.
2. Engage a Minnesota Licensed Structural Engineer to design all necessary repairs and modifications to the existing foundation that would allow a new residence to be built on top of the existing foundation.
3. Obtain a new building permit and begin construction on a new residence.

Collectively, the “Demolition Schedule.”

WHEREAS, the Property Owner has requested the City enter into this Agreement to allow the Property Owner the time to complete the Demolition Schedule; and

WHEREAS, the City has agreed to the enter into this Agreement subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I **THE AGREEMENT**

Section 1.01. Purpose. The purpose of this Agreement is to memorialize the terms and conditions between the City and the Property Owner regarding the Demolition Schedule for the Property and establish the City’s authority to move to an uncontested 463 Action in the event the Property Owner fails to complete the Demolition Schedule pursuant to the terms of this Agreement.

Section 1.02. Cooperation. The City and Property Owner shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the Agreement.

Section 1.03. Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II **TERMS AND CONDITIONS**

Section 2.01. Demolition Schedule Timeline. The Property Owner acknowledges and agrees that they shall complete the following activities within the following timelines:

1. The Property Owner shall demolish the Residence, excluding the foundation, on or before August 17, 2024.
2. The Property Owner shall provide detailed construction drawings with the corresponding calculations signed by a Minnesota Licensed Structural Engineer for any and all repairs and modifications necessary to the Residence’s current foundation for use as the foundation, or any part thereof, of a new residence, on or before October 17, 2024.
3. The Property Owner shall obtain a building permit for a new residence on or before February 17, 2025. In the event the Property Owner fails to obtain a new building permit by February 17, 2025, the Property Owner acknowledges and agrees that they lose their legal non-conforming status for the Residence and must comply with any and all current code requirements including, but not limited to, setbacks.

(collectively the “Demolition Schedule Timeline”)

Section 2.02. Failure to Comply with the Demolition Schedule Timeline. Property Owner acknowledges and agrees to complete all work identified in the Demolition Schedule Timeline on or before the dates described in Section 2.01. A failure by Property Owner to meet **any** of the deadlines described in the Demolition Schedule Timeline shall result in the City taking any or all of the following actions:

1. Filing a 463 Action against the Property; and
2. Issuing administrative citations for violations of City Code, including but not limited to, City Code Sections 118-244 (failing to be reasonably maintained), 118-126 (illicit discharges), 118-249 (home occupations and home offices), and 118-122 (R-2 Single-and-Two Family Residence district), pursuant to the procedures described in City Code.

Section 2.03. Waiver of Objections to a 463 Action. Property Owner acknowledges and agrees that the Property is currently a hazardous building as defined in Minnesota Statute Chapter 463 and the City does not have any obligation to provide the Property Owner with the additional time provided for in this Agreement. Further, the Property Owner acknowledges and agrees that the City could pursue a 463 Action immediately and obtain a court order to enter the Property and demolish the entire Residence, including the current foundation. The Property Owner acknowledges that under Minnesota Statute Chapter 463, they have the right to contest a 463 Action, however, the Property Owner does hereby intentionally waive those rights.

ARTICLE III **GENERAL PROVISIONS**

Section 3.01. Binding Effect. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, executors, personal representatives, tenants, residents of the Property and permitted assigns.

Section 3.02. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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Section 3.07. Captions. The captions and the heading in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

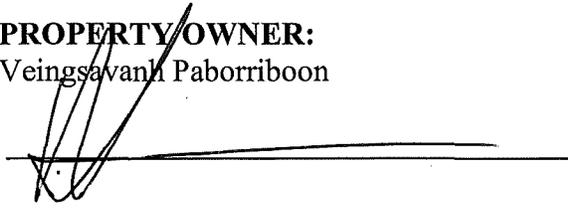
Section 3.08. Recording. The parties hereto agree that this Agreement shall not be recorded with the County Recorder and/or Register of Titles.

IN WITNESS WHEREOF, the City and the Property Owner have caused this Agreement to be executed by its duly authorized representatives.

(The remainder of this page is intentionally left blank)

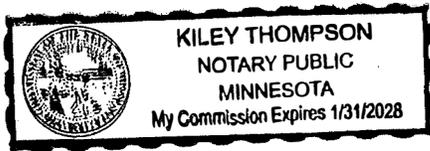
PROPERTY OWNER:

Veingsavanh Paborriboon



STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me on this 12 day of June, 2024, by Veingsavanh Paborriboon, the Property Owner of the property legally described in Exhibit A.




Notary Public

EXHIBIT A
Legal Description

Parcel A: Lands which before the vacation of the plat thereof were known as Lots 1 to 11 both inclusive and Lot 18 all in Block 1 and Lot 1 in Block 2 of Linse's Subdivision of Lot 20 of Albrecht's Outlots to Dakota County, together with any portion of any street, avenue or alley which accrued to said lots by virtue of said vacation, Dakota County, Minnesota.

Parcel B: Lots 12 through 17, Block 1, Linse's Subdivision of Lot 20 Albrechts Out Lots to Dakota County, Dakota County, Minnesota

Abstract Property

EXHIBIT B
Building Official Report and Photos



City of South St. Paul

125 Third Avenue North
South St. Paul, MN 55075
www.southstpaul.org

Building Department

June 4, 2024

1579 Stickney Avenue
South St. Paul, MN 55075

To whom it may concern,

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Joe Heimkes
Chief Building Official
City of South St. Paul, MN
651-554-3222



6.3.2024



6.3.2024



6.3.2024



6.3.2024

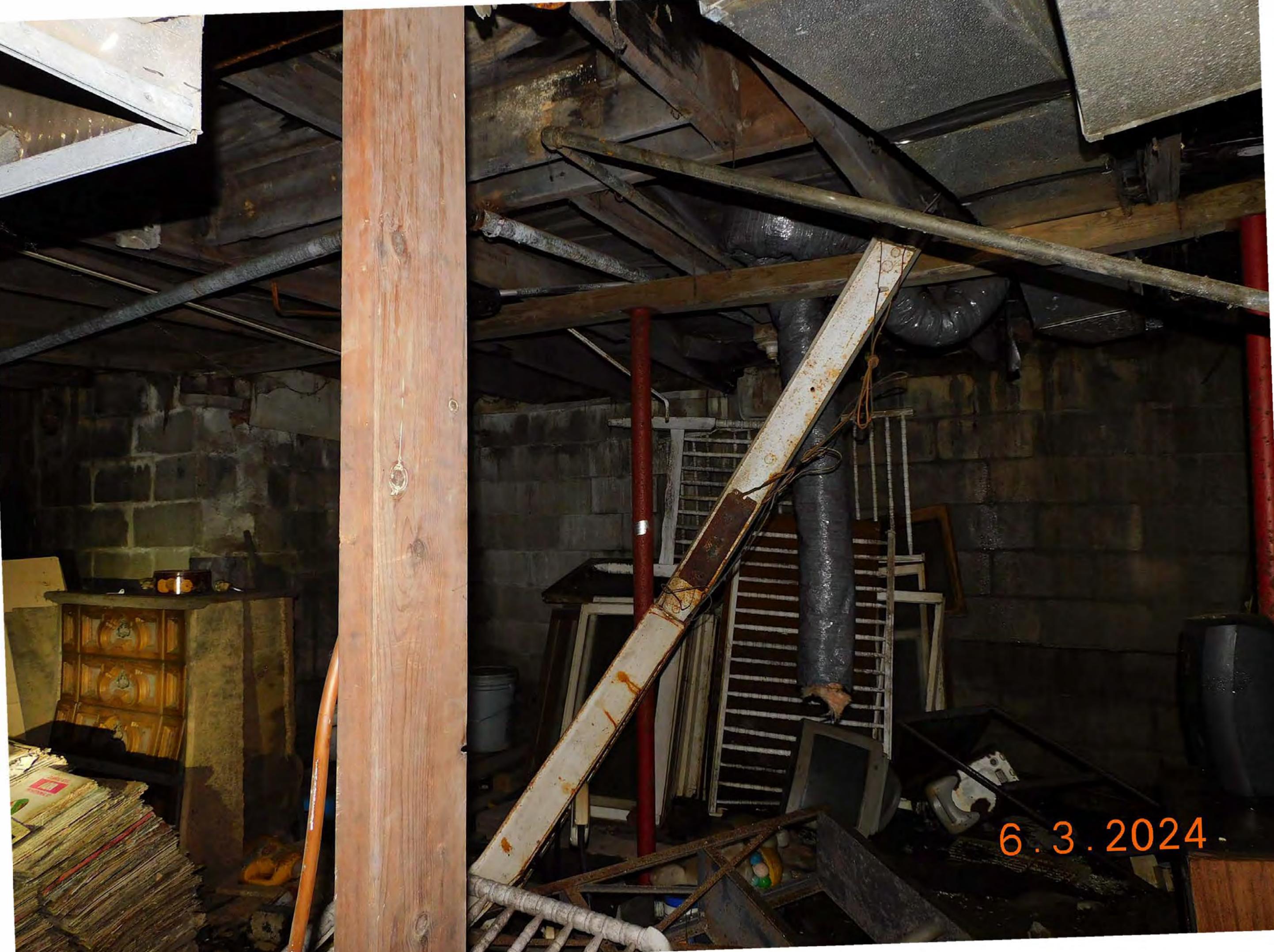


6.3.2024

PUSH
DON'T
PULL



6.3.2024



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6.3.2024

JENNI
MORRIS



6.3.2024



NO ELECTRIC
WORKERS
ADVISORY

Panel label with illegible text and a logo.

6.3.2024

SHOES
OFF

6.3.2024

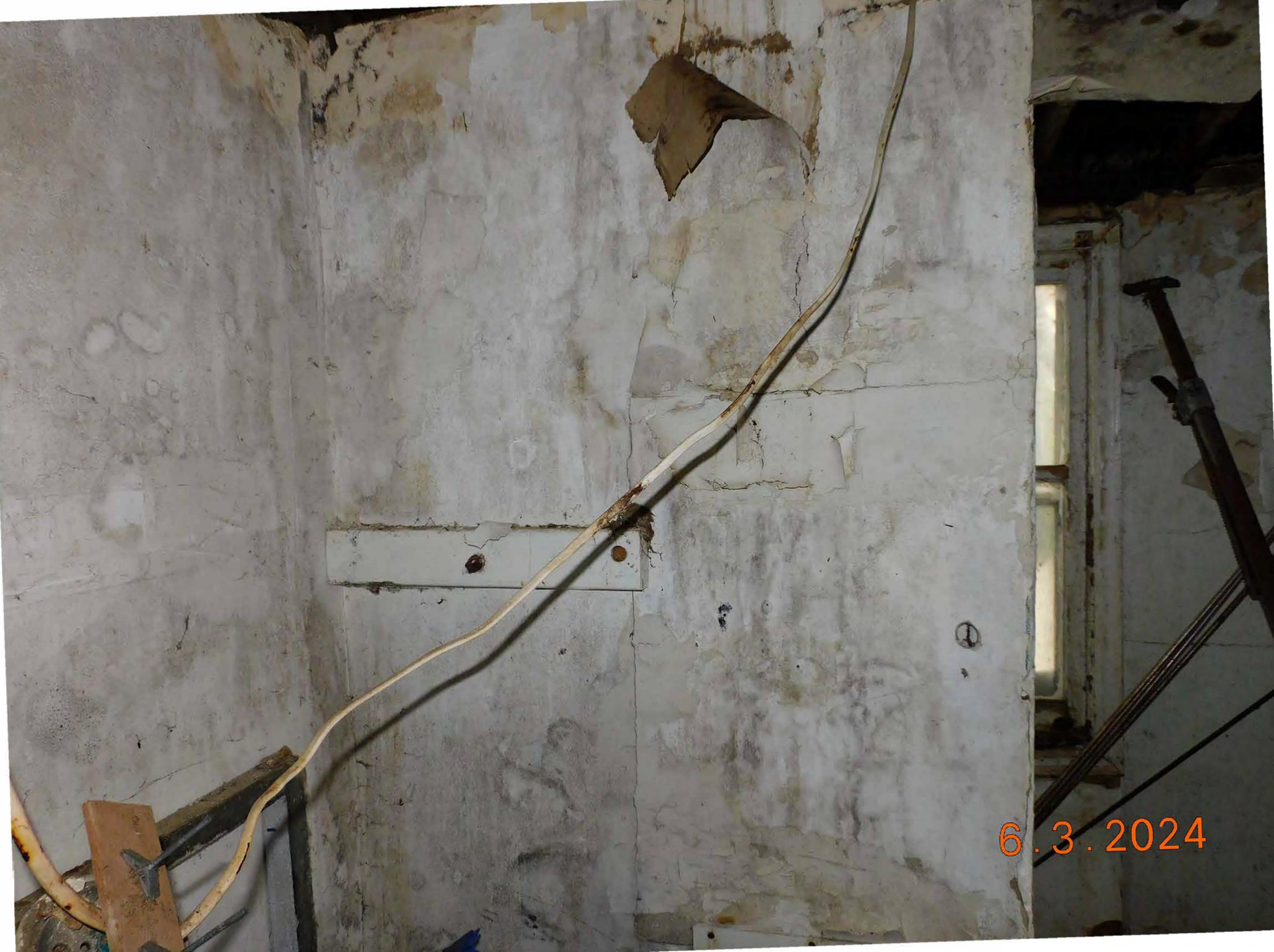




6.3.2024



6.3.2024



6.3.2024



6.3.2024



6.3.2024



City Council Agenda Report

Date: June 17, 2024

Department: Finance

Prepared by: Clara Hilger

Administrator: RG

10-A

Agenda Item: Certifying Unpaid Charges to the County Auditor

Action to be considered:

Motion to adopt Resolution No. 2024-077, certifying delinquent charges to the Dakota County Auditor for collection with the property taxes payable in 2025.

Overview:

Chapter IX of the City of South St. Paul Municipal Code stipulates that invoices for City services to specific properties which are delinquent may be certified to the County for collection with the coming year's property taxes. The Code specifies that such charges be certified as a special assessment under Minnesota Statutes §429.101 and other pertinent statutes.

The owners of the properties described on the attached list received various services from the City or were cited for violation of City code enforcement regulations this past year. They were sent invoices at the time of the service or violation by the Finance Department. The Finance Department subsequently sent delinquent statements after the original billing. Recently, both published and mailed notice was given pursuant to Minnesota Statute §429.061 stating that the hearing is to be held thereon the 17th day of June 2024 at which time all persons desiring to be heard will be given an opportunity to be heard. The attached report details the nature of each of the delinquent invoices.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-077

RESOLUTION CERTIFYING UNPAID CHARGES TO THE COUNTY AUDITOR

WHEREAS, Chapter IX of the Municipal Code of the City of South St. Paul authorizes the certification of unpaid charges to the County Auditor for collection with real estate taxes; and;

WHEREAS, invoices to 1 property remain unpaid; and both published and mailed notice was given pursuant to Minnesota Statue §429.061 stating that the hearing is to be held thereon the 17th day of June 2024 at which time all persons desiring to be heard were given an opportunity to be heard; and

WHEREAS, the City has sent a letter to the property address of each delinquent account notifying them of the details of the pending certification and allowing payment to be made before certification; and

NOW, THEREFORE, BE IT RESOLVED: that an interest charge of 8% be added to the amount of each account to be certified; and

BE IT FURTHER RESOLVED that city staff be directed to certify to the County Auditor the unpaid charges listed in Attachment A.

Adopted this 17th day of June, 2024.

Deanna Werner, City Clerk

Resolution 2024-077

Attachment A

SA# 360556

	ADDRESS	CERTIFICATION AMOUNT	For	Property ID #
	119 10TH AVE S	\$7,992.00	CODE VIOLATIONS/ADMIN CITATIONS	364880001261
TOTAL ASSESSMENT		\$7,992.00		



CITY COUNCIL AGENDA
REPORT DATE: 6/17/2024
DEPARTMENT: CITY CLERK
Prepared by: Deanna Werner
ADMINISTRATOR:RG

10-B

AGENDA ITEM:

Public Hearing on an Application for a Wine/Strong Beer Liquor License/Sunday Liquor License at Black Sheep, LLC, 705 Southview Blvd, South St. Paul.

ACTION TO BE CONSIDERED:

Conduct a public hearing to consider the application for a Wine & Strong Beer/Sunday Liquor License by Black Sheep, LLC located at 705 Southview Blvd., South St. Paul.

OVERVIEW:

The City has received an application for a Wine & Strong Beer/Sunday Liquor License by Black Sheep, LLC, located at 705 Southview Blvd, in South St. Paul. The applicants are currently located in the space and operating as a coffee shop. They would like to expand the business to be open until 9:00 PM and be able to serve wine and strong beer during the afternoon to early evening operating hours.

The applicant has provided all the required documents. A background investigation has been conducted and there are no concerns.

Staff is recommending approval of the Wine & Strong Beer/Sunday Liquor License.

SOURCE OF FUNDS: N/A



CITY COUNCIL AGENDA REPORT
DATE: June 17, 2024
DEPARTMENT: CITY CLERK
Prepared by: Deanna Werner
ADMINISTRATOR:RG

10-C

AGENDA ITEM: Call for Public Hearings – Liquor Violations

ACTION TO BE CONSIDERED:

Motion to call for public hearings to be held on Monday, July 15, 2024, to consider the imposition of a sanction for liquor violations which occurred at Hat Trick Liquor and El Hornito Wood Fire Pizza on March 29, 2024.

OVERVIEW:

Each year the Police Department conducts alcohol and tobacco compliance checks on City-licensed establishments. In performing compliance checks, the Police Department utilizes age appropriate individuals who are under police supervision. These individuals will enter an establishment and either request to be served alcohol or attempt to purchase a tobacco product. Alcohol compliance checks are performed separately from tobacco compliance checks. On March 29, 2024, the Police Department conducted liquor compliance checks on all South St. Paul liquor license holders. Hat Trick Liquor and El Hornito Wood Fire Pizza were found to be in violation of liquor laws by selling to a minor. Attached are the South St. Paul Police Incident Reports, Resolution adopting penalties for liquor law violations and a listing of past liquor violations.

State law authorizes the City Council to impose sanctions on a liquor holder for liquor law violations and requires that no suspension or revocation take effect until the licensee or permit holder has been given the opportunity for a hearing. At this hearing, the applicant is allowed to present evidence and argument with respect to said violation. Staff is recommending this hearing be held on July 15, 2024.

SOURCE OF FUNDS:

n/a

**LIQUOR LICENSE VIOLATIONS PAST SANCTIONS IMPOSED
2010 to Present**

Liquor License Holder	Sanction (Civil Penalty)	Month/Year of Violation
2024		
Hat Trick Liquor	TBD	3/29/2024
El Hornito Wood Fire Pizza	TBD	3/29/2024
2023		
No Violations		
2022		
No Violations		
2021		
Bugg's Place	\$500.00 Penalty, \$200 suspended, \$300 due by 8/23/21	4/1/2021
Croatian Hall	\$500.00 Penalty, \$200 suspended, \$300 due by 8/23/21	4/1/2021
2020		
Bugg's Place	2020 (No Sanction Imposed – Due to COVID 19)	3/10/2020
2019		
Croatian Hall	\$300.00 \$200.00 penalty if another violation within 1 year of 3/12/19	3/12/2019
Big Discount Liquor	\$300.00 penalty if another violation with 1 year of 3/12/19	3/12/2019
2018		
EnVision Hotel	\$300.00 \$200.00 penalty if another violation within 1 Year of 3/15/18	3/15/2018
Hat Trick Liquors	\$300.00 \$200.00 penalty if another violation within 1 year of 3/15/18	3/15/2018
2017		
El Neuvo 7 Mares	\$300.00 \$200.00 penalty if another violation within 1 year of 6/6/2017	6/6/2017
2016		
The Garden Bar	\$300.00 \$200.00 penalty if another violation within 1 year of 3/25/2016	3/25/2016
2015		
Super Mercado La Merced	\$300.00 \$200.00 penalty if another violation within 1 year of 4/3/2015	4/3/2015

2014		
Concord Bar & Grill (New Owner)	\$300.00 \$200.00 penalty if another violation within 1 year of 4/2/2014	4/2/2014
2013		
No Violations		
2012		
Al's Corral	\$500.00 (Licensee did not attend hearing)	4/6/2012
Concord Bar & Grill	\$300.00 \$200.00 penalty if another violation within 1 year of 4/6/2012	4/6/2012
So. St. Paul Rod & Gun Club	\$200.00 from previous violation \$300.00 for 4/6/2012 violation and \$200.00 penalty if another violation within 1 year of 4/6/2012	
Concord E-Z Stop	\$500.00 (Licensee did not attend hearing)	4/6/2012
2011		
Mattie's Lanes	\$300.00 \$200.00 penalty if another violation within 1 year of 4/1/2011	4/1/2011
Concord Bar & Grill	\$300.00 \$200.00 penalty if another violation within 1 year of 4/1/2011	4/1/2011
P.N.A. Club	\$300.00 \$200.00 penalty if another violation within 1 year of 4/1/2011	4/1/2011
So. St. Paul Rod & Gun Club	\$300.00 \$200.00 penalty if another violation within 1 year of 4/1/2011	4/1/2011
2010		
No Violations		



INCIDENT

South St. Paul - Investigations
125 3rd Ave. N.
South St. Paul, MN 55075
Telephone: 651-554-3300

Case Number: 24000756

Title: Alcohol Compliance Check

INCIDENT INFORMATION

Charges/Citation: 340A.503.2(1) (90G)

Address: 1150 Southview Boulevard
South St. Paul, MN 55075;
MINNESOTA US

Incident Type: Other

Parties Involved:

Start Date: 2024-03-29 14:15

Cline, Alisscia Samone 1993-06-26 Suspect

End Date: 2024-03-29 14:30

Hurrle, Tonya Mary 1991-12-16 Owner

Reported Date: 2024-03-29 15:24



CASE #: 24000756

CASE INFORMATION

Body Cam:

Yes

Surveillance Video:

No

Narcans:

No

Mental Health/Substance
Related:

No

Refer to Juvenile Social
Services:

No

INCIDENT REPORT

OFFICER INFORMATION

Name

Mellissa Cavalier
Lacey Radosevich

Agency

South St. Paul
South St. Paul

Badge

2141
2134

Role

Primary
Assisting

SYNOPSIS OF EVENTS

Female sold alcohol to a juvenile

NARRATIVE

On 03/29/24 Investigator Radosevich and I conducted alcohol compliance checks with the assistance of two people who are under the age of 21 years old. At approximately 1422 hours, D.M. entered Hat Trick Liquor Store located at 1150 Southview Blvd. Investigator Radosevich and I were able to listen and audio record using our work issued cellphones. D.M. went to the register with a 6 pack of Coors Light beer. The cashier (later identified as Alisscia Cline) asked for D.M.'s ID. D.M. handed Alisscia his instruction permit which states "under 21 until 01/06/2027." Alisscia looked at D.M.'s card, handed it back and rang up the Coors Light which was \$8.84 with tax. D.M. paid for the Coor's Light and walked out of the store with it.

I walked into Hat Trick and made contact with the manager, Tonya Hurrle, and advised her why I was there. Tonya brought Alisscia to the back so I could speak with her, and I advised her she sold alcohol to someone



INCIDENT

South St. Paul - Investigations
125 3rd Ave. N.
South St. Paul, MN 55075
Telephone: 651-554-3300

Case Number: 24000756

Title: Alcohol Compliance Check

under 21 years of age. Alisscia said she looked at the ID and thought it looked weird but thought [REDACTED] was 21. I advised Alisscia and Tonya I would be writing a report and forwarding for review of charges.

The Coors Light and receipt were placed into property as evidence.

CC: City Attorney

Officer Cavalier #2141

PARTIES INVOLVED

PERSON 1

Role(s): Suspect

Last: Cline First: Alisscia Middle: Samone Date of Birth: 1993-06-26 (30)

Sex: Female Race: Unknown Height: 503 -503 Weight: 135 -135 lbs Hair:

Eyes: Brown Is Juvenile?: No Ethnicity: Build: Complexion:

Residence: 804 County Road D; New Brighton, MN 55112-7546; US

Cell Phone: [REDACTED] Description:

CHARGES/ORDINANCES

Type: Statute Charge: 340A.503.2(1) (90G)

Level: Gross Misdemeanor UOC: Enh. Factor:

Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr

PERSON 2

Role(s): Owner

Last: Hurrle First: Tonya Middle: Mary Date of Birth: 1991-12-16 (32)

Sex: Female Race: Height: 505 -505 Weight: 200 -200 lbs Hair:

Eyes: Brown Is Juvenile?: No

Residence: 8756 Bechtel Avenue; Inver Grove Heights, MN 55076-5150; US

Cell Phone: [REDACTED] Description:

CASE #: 24000756

INCIDENT REPORT

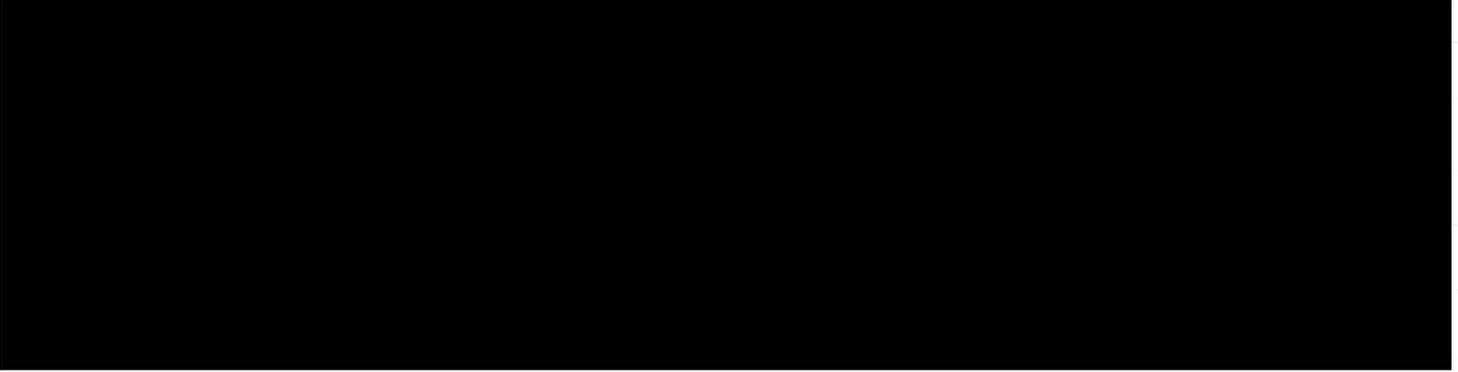


INCIDENT

South St. Paul - Investigations
125 3rd Ave. N.
South St. Paul, MN 55075
Telephone: 651-554-3300

Case Number: 24000756
Title: Alcohol Compliance Check

PERSON 3



NIBRS OFFENSE TYPE(s):

Liquor Law Violations

Location Type: Liquor Store

CASE #: 24000756

INCIDENT REPORT



INCIDENT

South St. Paul - Investigations
125 3rd Ave. N.
South St. Paul, MN 55075
Telephone: 651-554-3300

Case Number: 24000755

Title: Alcohol Compliance Check

INCIDENT INFORMATION

Charges/Citation: 340A.503.2(1) (90G)

Address: 1527 5th Avenue S
South St. Paul, MN 55075;
Dakota

Incident Type: Other

Parties Involved:

Start Date: 2024-03-29 13:00

Hetterick, Annette M Zabala De 1969-11-28

End Date: 2024-03-29 13:15

Suspect

Reported Date: 2024-03-29 15:22

[Redacted]

CASE INFORMATION

Photos: **Yes** Body Cam: **Yes** Statements: **Yes**

Surveillance Video: **No** Narcan: **No** Mental Health/Substance Related: **No** Refer to Juvenile Social Services: **No**

OFFICER INFORMATION

Name	Agency	Badge	Role
Mellissa Cavalier	South St. Paul	2141	Primary
Lacey Radosevich	South St. Paul	2134	Assisting

SYNOPSIS OF EVENTS

Female sold alcohol to a juvenile male.

NARRATIVE

On 03/29/24 Investigator Radosevich and I conducted alcohol compliance checks with the assistance of two people who are under 21 years old. At approximately 1304 hours, D.M. and B.D. entered El Hornito Wood Fired Pizza located at 1527 5th Avenue S. Investigator Radosevich and I were able to listen and record using our work issued cellphones. D.M. went to the register and ordered a Corona beer. The female server (later identified as Annette Hetterick) asked for D.M.'s ID. D.M. handed Annette his MN instruction permit card which states "under 21 until 01/06/2027." Annette looked at the card, handed it back to D.M. and served him a 12oz bottle of Corona Extra. D.M. paid for the Corona (\$4.50) and a Dr. Pepper (\$2.25) totaling \$7.32 with tax. D.M. and B.D. sat down in a booth and said code word "cheers" meaning they were served an alcoholic beverage.

CASE #: 24000755

INCIDENT REPORT

CONTAINS JUVENILE INFORMATION



INCIDENT

South St. Paul - Investigations
125 3rd Ave. N.
South St. Paul, MN 55075
Telephone: 651-554-3300

Case Number: 24000755

Title: Alcohol Compliance Check

I walked into El Hornito and observed D.M. and B.D. sitting in a booth with an open bottle of Corona Extra. I had D.M. and B.D. go back to the car and I took a photograph of the Corona. I made contact with Annette advised her why I was there. I asked Annette if she wish to provide a statement, which she replied that she was sorry. I advised Annette that I would be writing a report and sending it down for review of charges. I also advised her that the business would be reported and to inform her manager, Jose Morales, he would be contacted.

Photograph of the Corona and a copy of the receipt were uploaded to this case file.

CC: City Attorney

Officer Cavalier #2141

PARTIES INVOLVED

PERSON 1

Role(s): Suspect

Last: Hetterick	First: Annette	Middle: M Zabala De	Date of Birth: 1969-11-28 (54)
Sex: Female	Race: White	Height: 505 -505	Weight: 200 -200 lbs
Eyes: Brown	Is Juvenile?: No	Ethnicity: Hispanic/Latino	Hair:
		Build:	Complexion:

Residence: 20 Crusader Avenue; West St Paul, MN 55118-4476; Dakota US

Cell Phone: [REDACTED] **Description:**

EMPLOYMENT INFORMATION

Name: El Hornito	Type:
Occupation: Server	Shift:
Address: ; South St. Paul, MN; US	

CHARGES/ORDINANCES

Type: Statute	Charge: 340A.503.2(1) (90G)
Level: Gross Misdemeanor	UOC: Enh. Factor:
Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr	

PERSON 2

[REDACTED]

CASE #: 24000755
INCIDENT REPORT

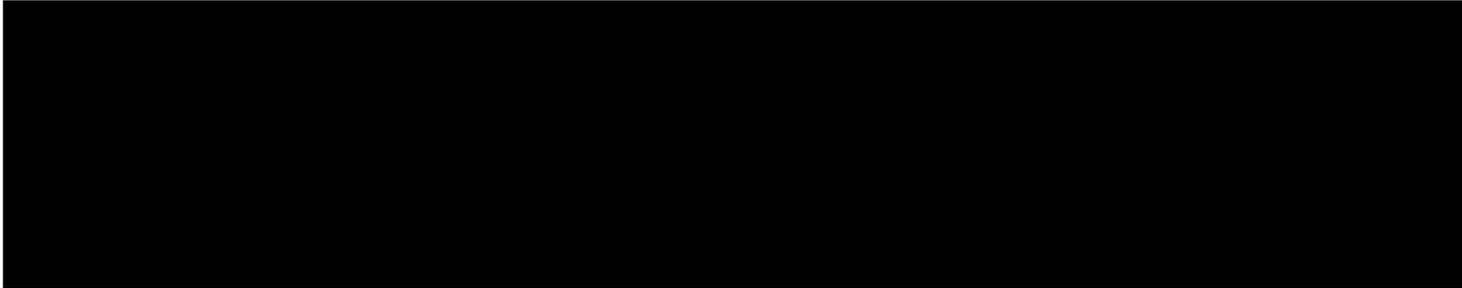
CONTAINS JUVENILE INFORMATION



INCIDENT

South St. Paul - Investigations
125 3rd Ave. N.
South St. Paul, MN 55075
Telephone: 651-554-3300

Case Number: 24000755
Title: Alcohol Compliance Check



CASE #: 24000755

PERSON 3



INCIDENT REPORT

NIBRS OFFENSE TYPE(s):

Liquor Law Violations

Location Type: Restaurant

CONTAINS JUVENILE INFORMATION

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2003-183

**RESOLUTION RELATING TO CIVIL PENALTIES FOR VIOLATION OF
LAWS RELATING TO ALCOHOLIC BEVERAGES**

WHEREAS, state law authorizes an authority issuing a retail intoxicating liquor license to impose civil penalties upon a license holder who is found to have failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages; and

WHEREAS, civil penalties authorized by state law include license suspension for up to 60 days, license revocation, imposition of a civil penalty of up to \$2,000 for each violation, or any combination of these sanctions; and

WHEREAS, the City Council adopted Resolution No. 98-144 providing guidelines which may be considered by the City Council in imposing civil penalties; and

WHEREAS, the City Council desires to modify the guidelines as set forth in this Resolution.

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

1. The civil penalties to be imposed upon a holder of a retail intoxicating liquor license upon a finding of the licensee's failure to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages shall be determined on a case-by-case basis and shall be appropriate in the opinion of the City Council taking into consideration the facts and circumstances of each case.

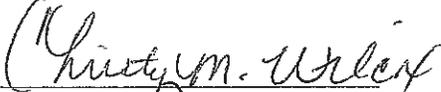
2. The following guidelines may be considered by the City Council in determining a civil penalty:

NUMBER OF VIOLATIONS IN A CALENDAR YEAR	CIVIL PENALTY
First Violation	One to three day license suspension and a \$500 civil penalty to be paid before the expiration of the suspension
Second Violation	Five to ten day license suspension and a \$750 civil penalty to be paid before the expiration of the suspension
Third Violation	License revocation

If a monetary civil penalty is not paid in full when due, the suspension imposed shall automatically extend until payment in full is made; or if a suspension of license was not imposed, and the monetary civil penalty is not paid when due, the license shall be suspended automatically, without further action of the City Council, until the civil penalty is paid in full. A license suspension shall not, however, exceed 60 days.

3. Resolution No. 98-144 is hereby rescinded and repealed.

Adopted this 2nd day of September, 2003.


City Clerk