

City of South St. Paul

CITY COUNCIL

COUNCIL CHAMBERS

125 3RD AVE NORTH

SOUTH ST. PAUL, MN 55075

Monday, August 5, 2024

7:00 p.m.

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

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. PRESENTATIONS:

- A. Presentation/Invitation: St Mary's Coptic Orthodox Church
- B. Presentation: SSP Troop 9095 Check Presentation

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

7. AGENDA:

- A. *Approval of Agenda*
Action – Motion to Approve
Action – Motion to Approve as Amended

8. CONSENT AGENDA:

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

- A. City Council Meeting Minutes of July 15, 2024
- B. Accounts Payable
- C. Business Licenses
- D. Accept Letter of Resignation – Hailey Nelson
- E. Approve Contract with Neo Electrical Solutions for the Airport Beacon Replacement Project at the South St. Paul Airport

- F. Conditional Employment Offer – Community Service Officer
- G. Award Project to New History for Library Adaptive Re-Use Feasibility Study
- H. Approve Professional Services Agreement with Swanson Haskamp Consulting, LLC for the South Concord Corridor Study
- I. Donations
- J. Approve Conditional Job Offer for Finance Support Specialist
- K. Approve Bid from WWGoetsch Assoc Inc for Replacement of Lift Pump Impellor/Volute and Wear Plate

9. PUBLIC HEARINGS:

- A. Approval of a Modification to the Redevelopment Plan for the Concord Street Redevelopment Project Area and the proposed establishment of the Wakota North Tax Increment Financing District, an economic development district
- B. Approval of On Sale/Sunday Intoxicating Liquor License for Michelandia Bar & Centro Botanero, LLC location at 600 Concord Street North, South St. Paul.

10. GENERAL BUSINESS:

- A. Termination of Preliminary Development Agreement – Wakota Crossing
- B. 2nd Reading- Ordinance Amendment Overhauling Standards for Signage

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

**SOUTH ST. PAUL CITY COUNCIL
MINUTES OF JULY 15, 2024**

8-A

1. Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on July 15, 2024.

2. **ROLL CALL:**

Present: Council Members, Bakken, Hansen, Kaliszewski, Podgorski, Seaberg, Thompson, Mayor Francis

Absent: Council Members Hansen, Kaliszewski, Podgorski

Staff Present: City Administrator, Ryan Garcia
City Attorney, Amanda Johnson
City Clerk, Deanna Werner
City Engineer, Nick Guilliams
Associate City Planner, Monica Miller

3. Deanna Werner gave the invocation.

4. Pledge of Allegiance

5. Presentations:

A. Presentation: Gallagher Hansen VFW Post 295

6. Citizen Comments: Ron Gold, Eli Gold

7. **Agenda**

Moved by: Seaberg/Thompson

Moved: To approve the agenda.

Vote: 4 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 June 17, 2024
- B. Accounts Payable
- C. Business Licenses
- D. Accept the 2024 First Quarter Financial Report and approve Resolution 2024-083 authorizing the 2024 First Quarter Budget amendments.
- E. Approve Resolution 2024-084, Accepting the Year Ended December 31, 2023, Audited Financial Report
- F. Approve Resolution Memorializing Approval of a Front Yard Setback Variance for 120 2nd Avenue South
- G. Accept Letter of Resignation – Simo Peinovich
- H. Accept Letter of Resignation – Michael Tobritzhofer
- I. Approve Stormwater Maintenance Agreement for South St. Paul Animal Hospital

- J. Approve Fiber Optic Cable Projects
- K. Approve Change Order No. 3 Well No. 3 Water Treatment Plant
- L. Approve Proposal with Kimley-Horn for Final Design for the Extension of Verderosa Avenue
- ~~M. Authorize Grant Agreement with Minnesota Pollution Control Agency for Drinking Water Planning and Design Funds for PFAS Treatment~~
- N. Acceptance of Gift Donation – Resolution 2024-089

<u>Doner</u>	<u>Amount</u>	<u>Department</u>	<u>Designation</u>
Waterous, Inc.	\$1,000	Parks & Recreation	2024 Splish, Splash
- O. Appoint Election Judges for August 13, 2024, Statewide Primary Election.
- P. Award Quote for Tree Planting in Boulevards Around Veterans Field Park to Hoffman & McNamara
- Q. Conditional Employment Offer – Enty Level Police Officer

Moved by: Thompson/Bakken
Vote: 4 ayes / 0 nays, motion carried

Item(s) Removed for further discussion:

- M. Approve Authorization of Grant Agreement with Minnesota Pollution Control for Drinking Water Planning and Design Funds for PFAS Treatment.

Moved by: Seaberg/Thompson
Vote: 4 ayes / 0 nays, motion carried.

9. Public Hearings:

A. Liquor Violations:

Resolution 2024-089, Cantor Inc., DBA: Hat Trick Liquor, at 1160 Southview Blvd imposing sanctions of \$500.00, \$200 of which is suspended upon the condition there are no similar offenses within one year of March 29th 2024 upon the holder of the retail off sale intoxicating liquor license for failing to comply with the applicable statute in that an alcoholic beverage was sold to a minor on March 29th, 2024, in the licensed establishment.

Moved by: Seaberg/Thompson
Moved:
Vote: 4 ayes / 0 nays, motion carried

Resolution 2024-090, El Hornito Wood Fire Pizza LLC imposing sanctions of \$500.00, \$200 of which is suspended upon the condition there are no similar offenses within one year of March 29th, 2024, upon the holder of the retail wine/strong beer liquor license for failing to comply with the applicable statute in that an alcoholic beverage was sold to a minor on March 29th, 2024, in the licensed establishment.

Moved by: Thompson/Bakken
Moved: Approve Resolution 20240-90.
Vote: 4 ayes / 0 nays, motion carried

- B. Call for Public Hearing – On Sale Intoxicating Liquor/Sunday Liquor at 600 Concord St. N, South St. Paul, Michelandia Bar & Centro Botanero, LLC.

Moved by: Bakken/Seaberg
Moved: Call for Public Hearing on Monday, August 5th, 2024.
Vote: 4 ayes / 0 nays, motion carried

10. General Business:

- A. Approve Conveyance of Land to the Economic Development Authority, Resolution 2024 – 085.
Moved by: Bakken/Thompson
Moved: Approval of Resolution 2024-085, Conveyance of Land to the Economic Development Authority.
Vote: 4 ayes / 0 nays, motion carried

- B. First Reading - Ordinance Amendment Overhauling Standards for Signage
Offered for a first reading by Council Member Seaberg.

11. Council Communication

12. Adjournment

Moved by: Seaberg/Bakken
Moved: Adjourn the meeting.
Vote: 4 ayes / 0 nays, motion carried

The meeting was adjourned at 8:13 PM.

Approved: August 5th, 2024

City Clerk



City Council Agenda
Date: August 5, 2024
Department: Finance
Prepared by: Jeff Hines
Administrator: RG

8-B

Agenda Item: Accounts Payable

Action to be considered:

Motion to Adopt Resolution 2024-096 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. 2024-096

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:

151062-151296	\$ 2,757,211.75
2024206-2024227	1,001,319.85
801069-801075	<u>67,795.97</u>
Total	\$ 3,826,362.57

Adopted this 5th day of August, 2024.

Deanna Werner, City Clerk

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151062	7/22/2024		11465 ARCHCRAFT EXTERIORS							
		2,500.00	GUTTER INSTALL RINK 1 EAST		115022	2581-1	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		<u>2,500.00</u>								
151063	7/22/2024		4059 ASCENT AVIATION GROUP, INC.							
		30,855.47	6500 GAL 100 LL		114876	1032920	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		<u>30,855.47</u>								
151064	7/22/2024		9021 ATLAS STAFFING, INC.							
		618.24	NM TEMP-MOUA 7/5/24		114924	1306947	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		618.24	JC TEMP-MOUA 7/5/24		114924	1306947	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>1,236.48</u>								
151065	7/22/2024		5978 BAUER SERVICES							
		3,175.00	CURB RMV/RPL-RICHMOND ST		114877	05162024-6112	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		<u>3,175.00</u>								
151066	7/22/2024		6676 BDS LAUNDRY MANAGEMENT CO							
		751.70	NM LAUNDRY RENTAL		114925	LMV430624	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		983.00	JC LAUNDRY RENTAL		114926	LMV430619	50678.6381		OTHER RENTALS	JOHN CARROLL APT BLDG
		<u>1,734.70</u>								
151067	7/22/2024		1123 BOND TRUST SERVICES CORP							
		475.00	2012A PAYING AGENT FEE		114878	89605	30318.6620		FISCAL AGENTS FEES	2012 GO LOCAL IMP BONDS
		251.75	2014A PAYING AGENT FEE		114879	89606	50605.6620		FISCAL AGENTS FEES	WATER UTILITY
		223.25	2014A PAYING AGENT FEE		114879	89606	50610.6620		FISCAL AGENTS FEES	STORM WATER UTILITY
		475.00	2015B PAYING AGENT FEE		114880	89607	30321.6620		FISCAL AGENTS FEES	2015B GO PARK BONDS
		475.00	2017B PAYING AGENT FEE		114881	89608	30323.6620		FISCAL AGENTS FEES	2017B GO BONDS
		<u>1,900.00</u>								
151068	7/22/2024		1184 CINTAS CORPORATION #754							
		77.92	UNIFORMS/SHOP TOWELS		114882	4197679091	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		73.46	SAFETY RUGS		114883	4196348599	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		24.21	SAFETY MATS-LOBBY FD		114883	4196348599	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		73.46	SAFETY RUGS		114884	4197847761	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		24.21	SAFETY MATS-LOBBY FD		114884	4197847761	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		<u>273.26</u>								
151069	7/22/2024		2884 COMCAST							
		109.85	FOR WATER COMPUTER		114932	877210595017166 6 7/2/24	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151069	7/22/2024		2884 COMCAST						Continued...	
		109.85								
151070	7/22/2024		4182 CONTINENTAL RESEARCH CORPORATION							
		964.00	JC CLN SUP/CLING/ALL CLEAR		114885	0055101	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		964.00								
151071	7/22/2024		10850 CONTROLOGIX SERVICES, LLC							
		1,565.00	RPR/SVC HEATING COOLING		114886	24-104	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		1,565.00								
151072	7/22/2024		1219 CRAWFORD DOOR SALES COMPANY							
		543.00	RPR GARAGE DOOR E		114887	53859	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		543.00								
151073	7/22/2024		1226 CULLIGAN WATER							
		708.95	SOFTNER SALT/WATER		115023	157-01458058-1 6/30/24	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		708.95								
151074	7/22/2024		6407 DARTS							
		6,625.00	NM SVC COORDINATOR JUN24		114888	10515-104	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		6,625.00	JC SVC COORDINATOR JUN24		114888	10515-104	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		1,375.00	DARTS TRANSPORT MAY24		114933	10636-148	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		731.00	MOVING/CLEANING (6 UNITS)		114934	10310-272	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		15,356.00								
151075	7/22/2024		6755 DAVEY TREE EXPERT COMPANY							
		1,000.00	FEE-BRSH/STMP/TREE 7/7-8/7/24		114889	918699338	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		1,000.00								
151076	7/22/2024		1326 EARL F. ANDERSEN, INC							
		572.29	BARRICADES		114929	0136687-IN	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		572.29	BARRICADES		114929	0136687-IN	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		572.29	BARRICADES		114929	0136687-IN	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		572.28	BARRICADES		114929	0136687-IN	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		2,289.15								
151077	7/22/2024		10567 EDWARDS PLUMBING INC.							
		2,450.00	REBUILD WATTS 1" & 4"		114890	07082024	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		525.00	ANNUAL TESTING		114891	05132024	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151077	7/22/2024		10567 EDWARDS PLUMBING INC.						Continued...	
		2,975.00								
151078	7/22/2024		1350 EMERGENCY AUTOMOTIVE TECHNOLOGIES INC							
		2,949.58	SQUAD EQUIPMENT 54, 57		114930	JP06032444C	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		2,949.58								
151079	7/22/2024		14488 ESA MANAGEMENT L.L.C.							
		10,722.76	RELOCATE 7/7-7/13/24		114935	1554906278	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		477.75	RELOCATE PH 4 RM 122		114936	1554906279	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		11,200.51								
151080	7/22/2024		1380 FACTORY MOTOR PARTS							
		223.83	BATTERIES		114892	1-Z35908	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		223.83								
151081	7/22/2024		1400 FERGUSON WATERWORKS #2518							
		1,049.86	ECODERS		114894	0529877	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		1,049.86								
151082	7/22/2024		4725 FIRST SUPPLY LLC - TWIN CITIES							
		4.98	TEFLON TAPE BLUE		114931	3621735-00	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		129.97	TOOL BACKPACK		114931	3621735-00	10330.6240		MINOR EQUIPMENT AND FURNITURE	BUILDINGS
		134.95								
151083	7/22/2024		4662 FLEETPRIDE							
		76.00	RATCHET STRAPS W/HOOKS		114895	118043385	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		76.00								
151084	7/22/2024		14184 FLOCK, HEATHER							
		16.57	TRAVEL 6/3-6/12/24		114916	07/12/2024	10529.6331		CONFERENCES, TRAINING, TRAVEL	RECREATIONAL PROGRAMS
		19.46	TRAVEL 6/17-6/23/24		114916	07/12/2024	10529.6331		CONFERENCES, TRAINING, TRAVEL	RECREATIONAL PROGRAMS
		26.67	TRAVEL 6/24-7/11/24		114916	07/12/2024	10529.6331		CONFERENCES, TRAINING, TRAVEL	RECREATIONAL PROGRAMS
		62.70								
151085	7/22/2024		14541 GARED, MALAK							
		500.00	PLUMB PRJ PH 8 STIPEND		114918	PH8JCAPT302	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		500.00								
151086	7/22/2024		14540 GILSRUD, DEBBIE							
		500.00	PLUMB PRJ PH 8 STIPEND		114917	PH8JCAPT402	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151086	7/22/2024		14540 GILSRUD, DEBBIE						Continued...	
		500.00								
151087	7/22/2024		1485 GLOBE PRINTING & OFFICE SUPPLIES INC							
		239.00	ENVELOPES		114896	81914J	10315.6201		OFFICE SUPPLIES	ENGINEERING
		239.00								
151088	7/22/2024		5590 GOODYEAR TIRE & RUBBER CO.							
		1,264.00	TIRES		115002	124-1111775	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,264.00								
151089	7/22/2024		1497 GOPHER STATE ONE-CALL							
		161.32	LOCATES		114897	4060751	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		161.33	LOCATES		114897	4060751	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		322.65								
151090	7/22/2024		1505 GRAINGER							
		419.22	ALUM DOOR CLOSER		114937	9165388092	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		326.57	CEILING TILES		114938	9165388076	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		129.33	CEILING TILES		114939	9165388084	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		7.88	VINYL SAFETY SIGN		114940	9169501690	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		883.00								
151091	7/22/2024		11834 GUARDIAN SUPPLY LLC							
		169.98	40-PANTS		114898	18518	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		244.97	09-SHIRT/PANTS		114899	18531	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		84.99	C2-PANTS		114900	18534	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		209.98	HOLSTER/BOOTS		114901	18566	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		709.92								
151092	7/22/2024		14549 H AND G DRYWALL							
		26,050.00	DWN PYMT NM PAINTING		114942	DWNPAY0001	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		26,050.00								
151093	7/22/2024		1556 HAWKINS, INC.							
		97.89	METER TUBE		114902	6789269	10527.6220		REPAIR & MAINTENANCE SUPPLIES	SPLASH POOL
		97.89	METER TUBE		114902	6789269	10528.6220		REPAIR & MAINTENANCE SUPPLIES	NORTHVIEW POOL
		195.78								
151094	7/22/2024		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		484.20	NM MAINT/KCK-DWN DOOR HLDR		114903	9227373320	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151102	7/22/2024		14545 LODER, KATIE						Continued...	
151103	7/22/2024		14543 LOR, CALVIN							
		500.00	PLUMB PRJ PH 8 STIPEND		114920	PH8JCAPT1203	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
151104	7/22/2024		4092 MAGNA-MATIC CORPORATION							
		133.87	NORTON GRINDING WHEELS		114912	82180	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>133.87</u>								
151105	7/22/2024		14544 MARTINEZ, PILAR							
		500.00	PLUMB PRJ PH 4 STIPEND		114921	PH4JCAPT905	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
151106	7/22/2024		13330 MEDICA							
		124,599.04	HEALTH PREMIUM AUG 2024		115014	563204097232	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,983.70	RETRO ADJ: JULY 2024		115014	563204097232	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		<u>126,582.74</u>								
151107	7/22/2024		1913 MERIT ELECTRIC COMPANY							
		82,916.88	CITY HALL LIGHTING		115021	77680	40402.6530		IMPR OTHER THAN BUILDING	CAPITAL PROGRAMS FUND
		<u>82,916.88</u>								
151108	7/22/2024		1923 METRO SALES INC.							
		293.17	BASE CHARGE + COPIES		114913	INV2557773	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		10.00	BASE CHARGE		114947	INV2555922	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		<u>303.17</u>								
151109	7/22/2024		6712 MIDWEST LIGHTING PRODUCTS							
		119.15	NM MAINT SUP/LIGHT BULBS		114948	00073416	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		<u>119.15</u>								
151110	7/22/2024		1444 MIDWEST MACHINERY CO							
		202.35	FILTERS #3046R		114914	10100938	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>202.35</u>								
151111	7/22/2024		1953 MIKE McPHILLIPS INC							
		355.30	FILTER/CLAMP/DEFLCTR #305		114963	4918	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>355.30</u>								
151112	7/22/2024		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151112	7/22/2024		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY						Continued...	
		405.81	SURCHARGE JUN24		114968	JUNE0371552024	10101.2083		SURCHARGES	GENERAL FUND
		<u>405.81</u>								
151113	7/22/2024		1991 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		30.00	NM ANNL BOILER INSPECT		114964	ABR0330135X	50677.6430		MISCELLANEOUS	NAN MCKAY APT BLDG
		30.00	JC ANNL BOILER INSPECT		114965	ABR0329731X	50678.6430		MISCELLANEOUS	JOHN CARROLL APT BLDG
		200.00	NM ANNL ELEVATOR INSPECT		114966	ALR0163093X	50677.6430		MISCELLANEOUS	NAN MCKAY APT BLDG
		200.00	JC ANNL ELEVATOR INSPECT		114967	ALR0163154X	50678.6430		MISCELLANEOUS	JOHN CARROLL APT BLDG
		30.00	BOILERS/PRESSURE VALVE		114969	ABR0329693X	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		100.00	ELEVATOR ANNL OPER		114970	ALR0162973X	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		<u>590.00</u>								
151114	7/22/2024		2023 MINNESOTA UNEMPLOYMENT INSURANCE							
		15.85	RECREATIONAL PROGRAMS		114958	QTR 2 2024 SSP	10529.6140		UNEMPLOYMENT COMP INS.	RECREATIONAL PROGRAMS
		<u>15.85</u>								
151115	7/22/2024		14259 MUNICIPAL BUILDERS, INC							
		419,442.10	WELL#3 WTR TRTMNT 6/4-7/3/24		114971	PMT 9	50605.6520	202311	BUILDINGS AND STRUCTURE	WATER UTILITY
		<u>419,442.10</u>								
151116	7/22/2024		9298 NAPA NEWPORT							
		252.62	VIRTUAL KITS/BRAKE-PAD-ROTOR		114959	2514-112508	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		78.02	FLUID/GREASE		114960	2514-112707	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>330.64</u>								
151117	7/22/2024		14547 NELSON, SYDNEE							
		15.02	TRAVEL 6/3-6/11/24		114915	7/12/2024	10529.6331		CONFERENCES, TRAINING, TRAVEL	RECREATIONAL PROGRAMS
		14.61	TRAVEL 6/12-6/23/24		114915	7/12/2024	10529.6331		CONFERENCES, TRAINING, TRAVEL	RECREATIONAL PROGRAMS
		22.15	TRAVEL 6/24-7/9/24		114915	7/12/2024	10529.6331		CONFERENCES, TRAINING, TRAVEL	RECREATIONAL PROGRAMS
		<u>51.78</u>								
151118	7/22/2024		14383 NFI, INC.							
		35.95	BUNGEE-STRETCH CORDS		114961	550301/D	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		60.93	JC MAINT/BRSH/RLR/TAPE/TAGS		114962	550290/D	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>96.88</u>								
151119	7/22/2024		5682 NITTI SANITATION							
		263.97	TRASH SVC-CITY HALL		114972	627155	10330.6379		CONT SERV/REFUSE & SANITATION	BUILDINGS
		36.84	TRASH SVC-LIBRARY		114973	627156	10330.6379		CONT SERV/REFUSE & SANITATION	BUILDINGS
		87.04	TRASH SVC-AIRPORT		114974	627157	20245.6379		CONT SERV/REFUSE & SANITATION	AIRPORT

Council Check Register by GL
Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151119	7/22/2024		5682 NITTI SANITATION						Continued...	
		402.33	TRASH SVC- KAPOSIA PARK		114975	627158	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		215.11	TRASH SVC-LORRAINE		114976	627159	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		215.11	TRASH SVC-NORTHVIEW		114977	627160	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		215.11	TRASH SVC-MCMORROW		114978	627161	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		34.11	TRASH SVC-COMM GARDENS		114979	627162	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		215.11	TRASH SVC-KAPOSIA LANDG		114980	627163	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		<u>1,684.73</u>								
151120	7/22/2024		4749 NORTHWESTERN POWER EQUIP. CO., INC.							
		8,252.79	WELL #3 REPAIR		114981	240189TE	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		<u>8,252.79</u>								
151121	7/22/2024		7411 NUSS TRUCK & EQUIPMENT							
		159.36	WIRES #330		114982	PSO118197-1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		178.01	CYLINDER #330		114983	PSO118207-1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>337.37</u>								
151122	7/22/2024		2166 O'REILLY AUTO PARTS							
		28.06	TUB O TOWELS/RETD CBN FILTER		114984	1767-369186	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		8.99	TOGGLE SWITCH		114985	1767-369387	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>37.05</u>								
151123	7/22/2024		2176 OXYGEN SERVICES COMPANY							
		283.58	RECYCLED CYLINDERS		114986	0003589757	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>283.58</u>								
151124	7/22/2024		2231 PIONEER PRESS							
		22.36	MISC ASSMT		114987	0624572442	10150.6341		ADVERTISING	FINANCE
		21.84	LIQUOR HEARING-BLACK SHEEP		114987	0624572442	10140.6341		ADVERTISING	CITY CLERK
		33.28	LIQOUR VIOLATIONS HEARING		114987	0624572442	10140.6341		ADVERTISING	CITY CLERK
		<u>77.48</u>								
151125	7/22/2024		2240 PLUNKETT'S PEST CONTROL, INC.							
		31.16	PEST CONTROL-MCMORROW		114988	8649732	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		30.09	PEST CONTROL-WELL#4		114989	8650381	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		89.88	PEST CONTROL-SPLASH POOL		114990	8649634	10527.6371		REPAIRS & MAINT CONTRACTUAL	SPLASH POOL
		<u>151.13</u>								
151126	7/22/2024		14546 PONCE PLAMA, REYES							
		500.00	PLUMB PRJ PH 8 STIPEND		114923	PH8JCAPT803	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151136	7/22/2024		2560 STATE OF MINNESOTA						Continued...	
		98.00	ADMIN CITATION FILING FEE		114999	526492	10420.6302		PROFESSIONAL SERVICES	CODE ENFORCEMENT
		<u>98.00</u>								
151137	7/22/2024		14542 TILLMAN, ROSEMARY							
		500.00	PLUMB PRJ PH 8 STIPEND		114919	PH8JCAPT502	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
151138	7/22/2024		5754 TOTAL MECHANICAL SERVICES, INC							
		3,691.00	BRINE PUMP MTR REPAIR		115026	S10627	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		<u>3,691.00</u>								
151139	7/22/2024		2664 TRACTOR SUPPLY CREDIT PLAN							
		23.69	PROPANE		115003	200626953	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		53.98	TREE STAKES		115004	2103751407	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>77.67</u>								
151140	7/22/2024		2665 TRANS UNION LLC							
		95.10	BASIC SVC & REPORTS		115005	06430326	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		<u>95.10</u>								
151141	7/22/2024		2677 TRI STATE BOBCAT INC							
		209.16	MULCH BLADES		115006	A34942	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>209.16</u>								
151142	7/22/2024		2692 TWIN CITY HARDWARE							
		620.00	GATE CARDS		115007	PSI2272725	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		<u>620.00</u>								
151143	7/22/2024		6854 VALLEY IMAGES PHOTOGRAPHY							
		50.00	09-DEPT PHOTO		115008	3087	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		<u>50.00</u>								
151144	7/22/2024		14369 WELLNESS THAT FITS LLC							
		3,052.50	WELLNESS CHECKIN/PEER SUPP		115009	SSPPD-07082024	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		<u>3,052.50</u>								
151145	7/22/2024		8540 WINDSCAPES							
		1,472.00	MULCH INSTALL@CH&MUSEUM		115010	23-1247	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		100.00	MULCH INSTALL @ PW		115010	23-1247	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		448.00	MULCH INSTALL @ WOOG		115010	23-1247	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151152	7/29/2024		3910 ASTLEFORD INTERNATIONAL MINNEAPOLIS						Continued...	
		383.77	PUMP/GASKET/STR FLUID#333		115032	01P115921	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>383.77</u>								
151153	7/29/2024		9021 ATLAS STAFFING, INC.							
		772.80	NM TEMP-MOUA 7/12/24		115079	1306990	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		772.80	JC TEMP-MOUA 7/12/24		115079	1306990	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>1,545.60</u>								
151154	7/29/2024		5978 BAUER SERVICES							
		1,700.00	SIDEWALK PANELS-109 5TH A S		115033	07032024-6128	40440.6302	202407	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		2,345.00	TRENCH ELEC SVC-SPLASH POOL		115034	06262024-6129	10527.6220		REPAIR & MAINTENANCE SUPPLIES	SPLASH POOL
		6,550.00	CONCRETE(7)PANELS-SPLASH		115074	07032024-6131	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		<u>10,595.00</u>								
151155	7/29/2024		14555 BIOTEC EMERGENCY SERVICES, LLC							
		100.00	SQD 56 BIOHAZARD DETAIL CLN		115130	133754	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		100.00	SQD 59 BIOHAZARD DETAIL CLN		115130	133754	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		150.00	SQD 52 BIOHAZARD DETAIL CLN		115131	133776	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		150.00	SQD 51 BIOHAZARD DETAIL CLN		115132	133777	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		150.00	SQD 62 BIOHAZARD DETAIL CLN		115133	133780	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		<u>650.00</u>								
151156	7/29/2024		2287 CENTURYLINK							
		80.52	WIRELEASE		115035	333785049	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		101.00	WIRELEASE		115036	333606706	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		101.00	WIRELEASE		115037	333952345	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		<u>282.52</u>								
151157	7/29/2024		1181 CHEMSEARCH							
		1,218.00	WTR TREATMENT MO CONTRACT		115103	8698990	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		<u>1,218.00</u>								
151158	7/29/2024		1184 CINTAS CORPORATION #754							
		77.92	UNIFORMS/SHOP TOWELS		115038	4199042201	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		73.46	SAFETY RUGS		115039	4199187467	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		24.21	SAFETY MATS-LOBBY, FD		115039	4199187467	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		77.92	UNIFORMS/SHOP TOWELS		115040	4198317086	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		<u>253.51</u>								
151159	7/29/2024		1192 CITY OF ST. PAUL							

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151159	7/29/2024		1192 CITY OF ST. PAUL						Continued...	
		202.80	ASPHALT FOR STREETS		115041	IN58979	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>202.80</u>								
151160	7/29/2024		10710 CURBSIDE LANDSCAPE & IRRIGATION							
		3,536.00	KAP LANDING SPR/SUM HERBICIDE		115042	292441	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		1,773.00	KAPOSIA LANDG-SUMMER FERT		115043	292408	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		3,089.00	MCMORROW SUMMER FERT		115044	292409	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		688.00	MCGUIRE SUMMER FERT		115045	292410	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		1,146.00	KAPOSIA PK-SUM FERTILIZER		115046	292411	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		451.00	CONCORD BLVD SUM FERTILIZER		115047	292442	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		108.00	LAWSHE-SUM FERTILIZER		115048	292443	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		108.00	PUBLIC WORKS SUM FERTILIZER		115049	292444	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		1,197.00	JEFFERSON PK SUM FERTILIZER		115050	292412	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		108.00	CITY HALL/LIBRARY SUM FERT		115051	292413	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		458.00	HARMON PK SUM FERTILIZER		115052	292414	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		1,513.00	VETS FIELD SUM FERTILIZER		115053	292415	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		589.00	NORTHVIEW SUM FERTILIZER		115054	292416	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		<u>14,764.00</u>								
151161	7/29/2024		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		29,192.73	2024 FIBER USE		115055	211001	40402.6580		OTHER EQUIPMENT	CAPITAL PROGRAMS FUND
		1,477.97	JUNE 2024 SUBSCRIBER FEE		115134	5502276	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		<u>30,670.70</u>								
151162	7/29/2024		1265 DANNER INC.							
		251,840.44	CONCORD COORIDOR IMPR PRJ		115056	PMT 3	40440.6530	202401	IMPR OTHER THAN BUILDING	2024 LOCAL IMPROVEMENTS
		<u>251,840.44</u>								
151163	7/29/2024		11708 DRS INVESTMENT VI LLC							
		100,000.00	TIF PYMT PER NOTE SRS2019B		115175	RESOLUTION 2019-21	40490.6530		IMPR OTHER THAN BUILDING	CONCORD TIF
		<u>100,000.00</u>								
151164	7/29/2024		1341 EHLERS & ASSOCIATES, INC							
		5,000.00	ARBITRAGE 2019A		115075	98335	30324.6620		FISCAL AGENTS FEES	2019A GO BONDS
		800.00	GNRATE MAP-TIF DIST MCES SITE		115176	98336	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		<u>5,800.00</u>								
151165	7/29/2024		14488 ESA MANAGEMENT L.L.C.							
		477.75	RELOCATE 4 RM 122-7/14-7/20		115080	1554910959	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151180	7/29/2024		7271 INTERSTATE PARTNERS, LLC						Continued...	
		43,319.94	PAYGO NOTE - PRINCIPAL NOTE 1		115090	8/24 NOTE 1	40491.6530		IMPR OTHER THAN BUILDING	STOCKYARDS TIF
		16,953.39	PAYGO NOTE - INTEREST NOTE 1		115091	8/24 NOTE 1	40491.6612		INTEREST EXPENSE	STOCKYARDS TIF
		61,040.32	PAYGO NOTE - PRINCIPAL NOTE 2		115092	8/24 NOTE 2	40491.6530		IMPR OTHER THAN BUILDING	STOCKYARDS TIF
		29,369.68	PAYGO NOTE - INTEREST NOTE 2		115093	8/24 NOTE 2	40491.6612		INTEREST EXPENSE	STOCKYARDS TIF
		<u>150,683.33</u>								
151181	7/29/2024		1667 INVER GROVE FORD							
		179.64	BRAKE ROTOR ASY #2152		115087	5346065	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		716.23	BRAKE ROTORS/KITS#2152		115088	5346062	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		52.89	TPMS SENSOR #2152		115089	5346069	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>948.76</u>								
151182	7/29/2024		12520 INVER GROVE HEIGHTS PARKS AND RECREATION							
		75.00	LEBANON HILLS FIELD TRIP	00000001	115096	R492	10529.6452		TRIPS AND TOURS	RECREATIONAL PROGRAMS
		<u>75.00</u>								
151183	7/29/2024		6642 JOHNSON CONTROLS, INC							
		2,498.80	NM SVC AGR 8/1-10/31/24		115094	1-133751966319	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		3,748.20	JC SVC AGR 8/1-10/31/24		115094	1-133751966319	50678.6560		BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		<u>6,247.00</u>								
151184	7/29/2024		1719 KAPOSIA TREE SERVICE							
		9,000.00	(3)LRG COTTONWOOD/725 15TH		115097	07162024	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		<u>9,000.00</u>								
151185	7/29/2024		11377 KATH FUEL OIL SERVICE CO.							
		1,111.28	DYED DIESEL		115098	802117	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		<u>1,111.28</u>								
151186	7/29/2024		14554 KEBIR, KUSLUMA							
		500.00	PLUMB PRJ PH 8 STIPEND		115099	PH8JCAPT1002	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
151187	7/29/2024		1803 LANGUAGE LINE SERVICES							
		789.09	OTP TRANSLATION		115136	11339136	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		<u>789.09</u>								
151188	7/29/2024		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		22.50	QUARTERLY WC PREMIUM		115100	10002446-07/05/2024	10110.6150		WORKERS COMPENSATION	MAYOR AND COUNCIL

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151188	7/29/2024		1813 LEAGUE OF MN CITIES INSURANCE TRUST						Continued...	
		663.50	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10120.6150		WORKERS COMPENSATION	CITY ADMINISTRATION
		302.25	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10125.6150		WORKERS COMPENSATION	HUMAN RESOURCES
		322.00	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10140.6150		WORKERS COMPENSATION	CITY CLERK
		458.00	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10150.6150		WORKERS COMPENSATION	FINANCE
		391.50	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10160.6150		WORKERS COMPENSATION	INFORMATION TECHNOLOGY
		17.50	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10170.6150		WORKERS COMPENSATION	RECYCLING PROGRAM
		90,478.50	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10210.6150		WORKERS COMPENSATION	POLICE PROTECTION
		1,049.00	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10315.6150		WORKERS COMPENSATION	ENGINEERING
		12,695.75	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10320.6150		WORKERS COMPENSATION	PUBLIC WORKS
		1,386.25	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10330.6150		WORKERS COMPENSATION	BUILDINGS
		10,351.50	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10340.6150		WORKERS COMPENSATION	PARKS FACILITIES AND MTNCE
		639.50	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10410.6150		WORKERS COMPENSATION	DEVELOPMENT SERVICES
		202.25	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10420.6150		WORKERS COMPENSATION	CODE ENFORCEMENT
		324.75	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10520.6150		WORKERS COMPENSATION	PARKS ADMINISTRATION
		618.75	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10527.6150		WORKERS COMPENSATION	SPLASH POOL
		618.75	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10528.6150		WORKERS COMPENSATION	NORTHVIEW POOL
		318.25	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10529.6150		WORKERS COMPENSATION	RECREATIONAL PROGRAMS
		159.25	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	10530.6150		WORKERS COMPENSATION	COMMUNITY AFFAIRS
		4,709.50	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	20243.6150		WORKERS COMPENSATION	DOUG WOOG ARENA
		4,543.75	QUARTERLY WC PREMIUM		115100	10002446-07/05/ 2024	20245.6150		WORKERS COMPENSATION	AIRPORT

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151188	7/29/2024		1813 LEAGUE OF MN CITIES INSURANCE TRUST						Continued...	
						2024				
		68.25	QUARTERLY WC PREMIUM		115100	10002446-07/05/2024	20260.6150		WORKERS COMPENSATION	HOUSING GENERAL
		491.50	QUARTERLY WC PREMIUM		115100	10002446-07/05/2024	20261.6150		WORKERS COMPENSATION	HOUSING-ADMIN SAL&BENEFITS
		257.75	QUARTERLY WC PREMIUM		115100	10002446-07/05/2024	20267.6150		WORKERS COMPENSATION	HOUSING-NM SAL&BENEFITS
		264.00	QUARTERLY WC PREMIUM		115100	10002446-07/05/2024	20268.6150		WORKERS COMPENSATION	HOUSING-JC SAL&BENEFITS
		96.00	QUARTERLY WC PREMIUM		115100	10002446-07/05/2024	20280.6150		WORKERS COMPENSATION	ECON DEV GENERAL
		222.50	QUARTERLY WC PREMIUM		115100	10002446-07/05/2024	50600.6150		WORKERS COMPENSATION	UTILITY ADMINISTRATION
		1,944.00	QUARTERLY WC PREMIUM		115100	10002446-07/05/2024	50605.6150		WORKERS COMPENSATION	WATER UTILITY
		1,969.00	QUARTERLY WC PREMIUM		115100	10002446-07/05/2024	50606.6150		WORKERS COMPENSATION	SEWER UTILITY
		1,769.00	QUARTERLY WC PREMIUM		115100	10002446-07/05/2024	60703.6150		WORKERS COMPENSATION	CENTRAL GARAGE FUND
		<u>137,355.00</u>								
151189	7/29/2024		6281 LIGHTNING DISPOSAL, INC.							
		589.60	TRASH SVC-PUBLIC WORKS		115101	0000637843	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		804.59	TRASH SVC-PUBLIC WORKS		115102	0000637505	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		<u>1,394.19</u>								
151190	7/29/2024		1878 MARK'S AERIAL SERVICE							
		1,500.00	MAPLE RMV&DEBRIS-827 14TH		115104	005183	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		<u>1,500.00</u>								
151191	7/29/2024		1926 METROPOLITAN COUNCIL ENVIRONMENT SVCS							
		306,219.53	AUG 2024 SEWER SERVICE		115105	0001175450	50606.6376		METRO WASTE CONTROL COMMISSIONS	SEWER UTILITY
		<u>306,219.53</u>								
151192	7/29/2024		1999 MINNESOTA GLOVE & SAFETY, INC							
		48.99	NITRILE GLOVES		115106	347588	50610.6220		REPAIR & MAINTENANCE SUPPLIES	STORM WATER UTILITY
		<u>48.99</u>								
151193	7/29/2024		2010 MINNESOTA POLLUTION CONTROL AGENCY							
		150.00	240 CONCORD ST N AQUISITION		115178	10000193312	40490.6302		PROFESSIONAL SERVICES	CONCORD TIF

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151193	7/29/2024		2010 MINNESOTA POLLUTION CONTROL AGENCY						Continued...	
		150.00	110 BRIDGEPOINT COURT		115179	10000193361	40490.6302		PROFESSIONAL SERVICES	CONCORD TIF
		<u>300.00</u>								
151194	7/29/2024		9298 NAPA NEWPORT							
		376.56	LIP SEALS/FILTERS/CLIP		115107	2514-113521	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		81.50	OIL FILTERS		115108	2514-113307	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>458.06</u>								
151195	7/29/2024		6627 NEO ELECTRICAL SOLUTIONS, LLC							
		717.11	TAXIWAY LIGHT RPR/REPLACE		115180	8251A	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		<u>717.11</u>								
151196	7/29/2024		14383 NFI, INC.							
		8.99	CAMO SPRAY PAINT		115109	550374/D	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		16.97	FASTENERS/ROD THREAD		115110	550355/D	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		4.16	FASTENERS		115111	550353/D	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>30.12</u>								
151197	7/29/2024		9671 NIEBUR TRACTOR & EQUIPMENT, INC							
		383.97	LIGHT KIT #LP1		115112	01-198930	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>383.97</u>								
151198	7/29/2024		10685 NYSTROM PUBLISHING CO.							
		4,990.92	CITY NEWSLETTER Q3		115113	47925	10120.6344		NEWSLETTER/BROCHURE	CITY ADMINISTRATION
		1,765.88	POSTAGE		115113	47925	10120.6344		NEWSLETTER/BROCHURE	CITY ADMINISTRATION
		<u>6,756.80</u>								
151199	7/29/2024		13393 OPTUM FINANCIAL INC.							
		43.00	FSA & HRA FEE JUNE 2024		115114	0001621926	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		<u>43.00</u>								
151200	7/29/2024		2245 POMP'S TIRE SERVICE, INC.							
		80.56	TIRE REPAIR #T315		115115	980120999	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>80.56</u>								
151201	7/29/2024		2098 RENT N SAVE PORTABLE SERVICES							
		1,461.30	MAY24 PORTABLE TOILETS		115118	78341	10520.6381		OTHER RENTALS	PARKS ADMINISTRATION
		65.00	MAY24 PORTABLE TOILETS		115118	78341	10170.6379		CONT SERV/REFUSE & SANITATION	RECYCLING PROGRAM
		1,540.00	JUNE24 PORTABLE TOILETS		115119	78342	10170.6381		OTHER RENTALS	RECYCLING PROGRAM
		65.00	JUNE24 PORTABLE TOILETS		115119	78342	10170.6379		CONT SERV/REFUSE & SANITATION	RECYCLING PROGRAM

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151210	7/29/2024		4210 SUMMIT FIRE PROTECTION						Continued...	
		1,900.00	MONITOR/INSTALL FIRE SYST		115141	130100089	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		463.00	FIRE EXT REPLACEMENTS		115142	130109637	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		<u>2,363.00</u>								
151211	7/29/2024		13599 THE APPAREL LAB							
		718.00	SWEATSHIRTS/JACKETS/SHIRTS		115143	248376	10315.6245		CLOTHING ALLOWANCE	ENGINEERING
		397.00	JACKETS FOR ENG		115144	248377	10315.6210		OPERATING SUPPLIES	ENGINEERING
		<u>1,115.00</u>								
151212	7/29/2024		2655 TOTAL CONTROL SYSTEMS, INC.							
		1,192.90	WELL#4 VFD FAULT-WKEND RPR		115145	11302	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		<u>1,192.90</u>								
151213	7/29/2024		4658 TOTAL TOOL SUPPLY, INC.							
		225.00	RATCHET STRAPS		115146	01636440	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>225.00</u>								
151214	7/29/2024		14557 TOURVILLE, GARY							
		115.00	CAMP CANCEL-PETER		115147	7/17/2024	10520.4461		SUMMER PROGRAMS	PARKS ADMINISTRATION
		65.00-	PRORATED REFUND		115147	7/17/2024	10520.4461		SUMMER PROGRAMS	PARKS ADMINISTRATION
		<u>50.00</u>								
151215	7/29/2024		11670 TRENCHERS PLUS, INC							
		487.50	CARBIDE BITS #355		115148	IT10030	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		243.75	CARBIDE BITS #355		115149	IT10031	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>731.25</u>								
151216	7/29/2024		2677 TRI STATE BOBCAT INC							
		1,400.00	TORO PUSHMOWER/CITY HALL		115163	A37476	60703.6240		MINOR EQUIPMENT AND FURNITURE	CENTRAL GARAGE FUND
		<u>1,400.00</u>								
151217	7/29/2024		4304 TRI-TECH FORENSICS, INC							
		177.66	EVIDENCE RIFLE GUN BOXES		115164	01035309	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		<u>177.66</u>								
151218	7/29/2024		14287 TRUDGEON, COLIN							
		138.62	TRAVEL REIMBURSEMENT		115165	7/23/2024	10529.6331		CONFERENCES, TRAINING, TRAVEL	RECREATIONAL PROGRAMS
		<u>138.62</u>								
151219	7/29/2024		2693 TWIN CITY JANITOR SUPPLY, INC.							

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151219	7/29/2024		2693 TWIN CITY JANITOR SUPPLY, INC.						Continued...	
		917.72	ROLL TOWELS/LINERS		115166	182776	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		917.72								
151220	7/29/2024		14336 VALLE CARPET CORP							
		469.54	NM #811 PLANK FLOORING		115183	1017	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		469.54								
151221	7/29/2024		2744 VAN PAPER COMPANY							
		176.44	PAPER TOWELS		115172	076851	10330.6210		OPERATING SUPPLIES	BUILDINGS
		176.44								
151222	7/29/2024		5864 VERIZON WIRELESS							
		255.38	CONNECT PH#3/IPADS/SCADA		115169	9967937783	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		255.38								
151223	7/29/2024		6765 VER-TECH, INC							
		822.78	NM COMPACTOR SVC/PARTS		115170	INV723632	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		822.78								
151224	7/29/2024		14020 WHITE CAP LP							
		5,000.00	MELTER RENT-CRACKSEALING		115171	10020168952	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		5,000.00								
151225	7/29/2024		2785 WM CORPORATE SERVICES, INC.							
		239.71	JC 30 YRD DUMPSTER		115173	9103687-2282-3	50678.6371.010	229901	MTNCE-GARBAGE/TRASH/RECYCLING	JOHN CARROLL APT BLDG
		239.71								
151226	7/29/2024		2863 ZARNOTH BRUSH WORKS							
		608.00	H/D POLY W/END PLATE#305		115174	0198710-IN	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		608.00								
151227	7/30/2024		14565 BOESE, DAVE							
		305.00	FOOD TRUCK-EMPLOYEE EVENT		115433	7/30/2024	20211.6430	227670	MISCELLANEOUS	GRANTS/DONATIONS GEN GVMT
		305.00								
151228	8/5/2024		14221 ALL AMERICAN ARENA PRODUCTS							
		1,800.00	GOAL FRAMES & NETS		115353	5394	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		1,800.00								
151229	8/5/2024		2767 ALLSTATE PETERBILT OF SOUTH ST. PAUL							

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151253	8/5/2024		5927 GUILLIAMS, NICHOLAS						Continued...	
151254	8/5/2024		1546 HANCO CORPORATION							
		351.96	TIRES		115403	133546-00	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>351.96</u>								
151255	8/5/2024		1556 HAWKINS, INC.							
		2,027.25	POOL CHEMICALS		115396	6803017	10527.6220		REPAIR & MAINTENANCE SUPPLIES	SPLASH POOL
		2,027.25	POOL CHEMICALS		115396	6803017	10528.6220		REPAIR & MAINTENANCE SUPPLIES	NORTHVIEW POOL
		<u>4,054.50</u>								
151256	8/5/2024		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		522.66	JC MAINT SUP/TRASH BAGS		115397	9228118378	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		1,003.23	NM/SMK ALM/THERMO/BLIND		115398	9227992003	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		<u>1,525.89</u>								
151257	8/5/2024		4159 HELENA AGRI-ENTERPRISES LLC							
		148.00	HERBICIDE		115399	381563141	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>148.00</u>								
151258	8/5/2024		14561 HIPKINS, BARBARA							
		500.00	PLUMB PRJ PH 9 STIPEND		115368	PH9JCAPT307	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
151259	8/5/2024		14551 INNOVATIVE BASEMENT AUTHORITY							
		160.00	RFD BLDG PERM-1717 SOUTHVIEW		115400	SS043207	10420.4266		ELECTRICAL	CODE ENFORCEMENT
		1.00	STATE SURCHARGE		115400	SS043207	10101.2083		SURCHARGES	GENERAL FUND
		5.00-	ADMIN SVC FEE		115400	SS043207	10420.4493		OTHER CHARGE FOR SERVICE - COM	CODE ENFORCEMENT
		<u>156.00</u>								
151260	8/5/2024		1667 INVER GROVE FORD							
		262.56	CROSS MEMBER ASSY #306		115401	5346330	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>262.56</u>								
151261	8/5/2024		7453 J. G. SERVICES							
		817.50	NM DOOR ACCESS CARDS		115483	47791	50677.6375		OTHER CONTRACTED SERVICES	NAN MCKAY APT BLDG
		817.50	JC DOOR ACCESS CARDS		115483	47791	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		<u>1,635.00</u>								
151262	8/5/2024		6642 JOHNSON CONTROLS, INC							
		530.20	NM SVC BOILER 7/1/24		115404	1-133778125460	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151262	8/5/2024		6642 JOHNSON CONTROLS, INC						Continued...	
		1,204.10	NM UNIT RPR & MINISPLIT RPR		115405	1-133787661174	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		7,934.46	JC AHU #3 SVC JUN/JUL24		115484	1-133796821307	50678.6560		BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		9,668.76								
151263	8/5/2024		11377 KATH FUEL OIL SERVICE CO.							
		1,013.86	DYED DIESEL, FUEL		115406	802708	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		1,013.86								
151264	8/5/2024		6281 LIGHTNING DISPOSAL, INC.							
		671.50	TRASH SVC-PUBLIC WORKS		115408	0000638523	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		671.50								
151265	8/5/2024		14328 LINN INVESTMENT PROPERTIES, LLC							
		81,803.75	PUBLIC IMP ESCROW RELEASE		115407	EMAIL REQUEST	10101.2205	100251	DEPOSITS	GENERAL FUND
		81,803.75								
151266	8/5/2024		13985 MARTIN MARIETTA MATERIALS							
		3,946.51	ASPHALT FOR AIRPORT		115409	43049241	40404.6530		IMPR OTHER THAN BUILDING	AIRPORT CAPITAL FUND
		90.15	ASPHALT FOR STREETS		115410	42999332	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		4,036.66								
151267	8/5/2024		1911 MENARDS, INC-WEST ST PAUL							
		6.63	TOGGLE SWTCHBOX COVER		115411	96173	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		105.40	UTILITY PUMPS		115412	95993	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		79.98	SAFETY /SNOW FENCE		115413	95942	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		64.96	ROOF CEMENT/VENTS		115414	95850	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		24.05	PVC ELBOWS/HANDY PACK		115416	95793	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		71.92	MURIATIC ACID		115417	95792	10528.6220		REPAIR & MAINTENANCE SUPPLIES	NORTHVIEW POOL
		30.23	FLEX JBEND/ FAUCET LINE/TUBE		115418	95689	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		126.32	DOOR SEALS/TRAPS/BAIT		115419	95651	20215.6520	227673	BUILDINGS AND STRUCTURE	GRANTS/DONATIONS PARK AND REC
		53.94	MURIATIC ACID		115420	95654	10528.6220		REPAIR & MAINTENANCE SUPPLIES	NORTHVIEW POOL
		9.79	UTILITY KNIVES		115421	97055	10528.6220		REPAIR & MAINTENANCE SUPPLIES	NORTHVIEW POOL
		133.70	SOCKET SETS/CARBIDE/KIT		115422	97053	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		243.50	FOAM BOARD INSULATION		115423	96963	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		76.64	T-POSTS		115424	96899	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		5.99	TORCH SAFE #306		115425	96766	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		11.96	SNAP SPRING-SPLISH SPLASH		115426	96595	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		7.99	AIR FILTER		115427	96593	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		8.76	GAP/CRACK FILLER @ PD		115428	96551	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		52.81	CONCRETE MIX		115429	96542	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE

Council Check Register by GL
Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151267	8/5/2024		1911 MENARDS, INC-WEST ST PAUL						Continued...	
		32.40	SEALANT @ PD		115430	96428	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		42.89	BROOM/AC OIL/CLNR&TOOL		115431	96227	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		20.97	ADDR #S @ TRAILHEAD		115432	96180	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		28.77	WATER/SUNSCREEN/GATORADE		115487	95842	50610.6220		REPAIR & MAINTENANCE SUPPLIES	STORM WATER UTILITY
		<u>1,239.60</u>								
151268	8/5/2024		1444 MIDWEST MACHINERY CO							
		408.23	BOLT/WSHRS/FILTERS #AP-04		115434	10130956	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		1,101.52	CLUTCH/TIRES/RIMS/VBELT		115435	10130952	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		442.03	UPDATED ECU SOFTWARE		115436	10120797	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>1,951.78</u>								
151269	8/5/2024		1999 MINNESOTA GLOVE & SAFETY, INC							
		22.75	RED NYLON GLOVES		115437	347651	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>22.75</u>								
151270	8/5/2024		5506 MMKR							
		2,619.00	2023 FINANCIAL AUDIT-PYMT 5		115438	56600	10150.6302		PROFESSIONAL SERVICES	FINANCE
		576.00	2023 FINANCIAL AUDIT-PYMT 5		115438	56600	20243.6302		PROFESSIONAL SERVICES	DOUG WOOG ARENA
		1,572.00	2023 FINANCIAL AUDIT-PYMT 5		115438	56600	20245.6302		PROFESSIONAL SERVICES	AIRPORT
		262.00	2023 FINANCIAL AUDIT-PYMT 5		115438	56600	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		262.00	2023 FINANCIAL AUDIT-PYMT 5		115438	56600	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		1,572.00	2023 FINANCIAL AUDIT-PYMT 5		115438	56600	40402.6302		PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		2,620.00	2023 FINANCIAL AUDIT-PYMT 5		115438	56600	50600.6302		PROFESSIONAL SERVICES	UTILITY ADMINISTRATION
		3,000.00	2023 SINGLE AUDIT & HRA FS		115438	56600	50677.6375.4		OTHER CONTR SVCS-AUDIT FEES	NAN MCKAY APT BLDG
		3,000.00	2023 SINGLE AUDIT & HRA FS		115438	56600	50678.6375.4		OTHER CONTR SVCS-AUDIT FEES	JOHN CARROLL APT BLDG
		1,572.00	2023 FINANCIAL AUDIT-PYMT 5		115438	56600	60703.6302		PROFESSIONAL SERVICES	CENTRAL GARAGE FUND
		<u>17,055.00</u>								
151271	8/5/2024		14568 MOUA, SOPHIE							
		47.44	JC HOTEL MILES MAY/JUN/JUL24		115480	HOTELMILES010	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>47.44</u>								
151272	8/5/2024		7391 NAN MCKAY AND ASSOCIATES, INC.							
		119.50	NM ACP DIGITAL REVISION		115439	INV291904	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		119.50	JC ACP DIGITAL REVISION		115439	INV291904	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>239.00</u>								
151273	8/5/2024		9298 NAPA NEWPORT							
		12.34	TOGGLE SWITCH #AP01		115440	2514-113751	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151280	8/5/2024		2245 POMP'S TIRE SERVICE, INC.						Continued...	
151281	8/5/2024		14567 ROTO ROOTER SERVICE COMPANY							
		6,483.00	RFD ELEC PERMITS-2323 BURMA		115479	SS043461,62,63	10420.4270		PLUMBING	CODE ENFORCEMENT
		1.00	STATE SURCHARGE		115479	SS043461,62,63	10101.2083		SURCHARGES	GENERAL FUND
		5.00	ADMIN SVC FEE		115479	SS043461,62,63	10420.4493		OTHER CHARGE FOR SERVICE - COM	CODE ENFORCEMENT
		<u>6,479.00</u>								
151282	8/5/2024		2408 SCHINDLER ELEVATOR CORPORATION							
		1,374.87	JC LG ELEVATOR SVC 7/19/24		115456	7153974540	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		5,986.38	NM SEMI-YR-8/1/24-1/31/25		115481	8106667918	50677.6371.040		MTNCE-ELEVATOR MTNCE	NAN MCKAY APT BLDG
		5,673.36	JC SEMI-YRLY 8/1/24-1/31/25		115482	8106666928	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		<u>13,034.61</u>								
151283	8/5/2024		2464 SHORT ELLIOTT HENDRICKSON INC							
		50,760.00	EX A PROPERTY MAP UPDATE		115457	470715	40404.6371	AIR077	REPAIRS & MAINT CONTRACTUAL	AIRPORT CAPITAL FUND
		94,230.00	TWY A CONSTRUCTION ADMIN		115458	470725	40404.6371	AIR080	REPAIRS & MAINT CONTRACTUAL	AIRPORT CAPITAL FUND
		<u>144,990.00</u>								
151284	8/5/2024		13871 ST. CROIX COLLISION & RESTORATION LLC							
		7,939.60	SQUAD 62 ACCIDENT RPR		115460	6264	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>7,939.60</u>								
151285	8/5/2024		2558 STATE INDUSTRIAL PRODUCTS							
		433.80	JC FRAGRANCE BURST		115459	903433706	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		291.62	DRAIN MAINT PRGM		115486	903438144	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>725.42</u>								
151286	8/5/2024		11588 STEENBERG, HOWIE							
		261.30	MILEAGE ROUNDTRIP MWOA		115461	7/23/24-7/26/24	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		<u>261.30</u>								
151287	8/5/2024		6504 SUSSEL CORPORATION							
		1,000.00	ESCROW RFD GAR-850 7TH		115462	SS042854	40410.2205		DEPOSITS	LOCAL IMPROVEMENT CONST
		<u>1,000.00</u>								
151288	8/5/2024		11670 TRENCHERS PLUS, INC							
		131.82	BOLT-POCKET #SG1		115463	IT10043	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>131.82</u>								
151289	8/5/2024		13362 TURNER, COLLIN							

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151289	8/5/2024		13362 TURNER, COLLIN						Continued...	
		354.98	BOOT REIMBURSEMENT		115465	07/19/2024	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		<u>354.98</u>								
151290	8/5/2024		2693 TWIN CITY JANITOR SUPPLY, INC.							
		406.68	SIMPLE GREEN CLEANER		115464	182842	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>406.68</u>								
151291	8/5/2024		3646 U.S. BANK EQUIPMENT FINANCE							
		112.00	COPIER LEASE		115466	534053343	10160.6210		OPERATING SUPPLIES	INFORMATION TECHNOLOGY
		<u>112.00</u>								
151292	8/5/2024		14559 VANG, PANG							
		500.00	PLUMB PRJ PH 9 STIPEND		115366	PH9JCAPT606	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
151293	8/5/2024		14562 WILLIAMS, MARY							
		500.00	PLUMB PRJ PH 9 STIPEND		115369	PH9JCAPT1207	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
151294	8/5/2024		2785 WM CORPORATE SERVICES, INC.							
		239.71	JC 30 YRD DUMPSTER		115467	9118883-2282-1	50678.6371.010	229901	MTNCE-GARBAGE/TRASH/RECYCLING	JOHN CARROLL APT BLDG
		902.55	JC 30YRD DUMPSTER7/1-7/15/24		115485	9118884-2282-9	50678.6371.010	229901	MTNCE-GARBAGE/TRASH/RECYCLING	JOHN CARROLL APT BLDG
		<u>1,142.26</u>								
151295	8/5/2024		2844 WSB & ASSOC INC							
		14,951.00	SEIDLs TR/SHORE/HABIT JUN24		115468	R-022116-000-18	50610.6530	202115	IMPR OTHER THAN BUILDING	STORM WATER UTILITY
		48,349.00	CONCORD EX IMPR PRJ JUN24		115469	R-023128-000-13	40440.6302	202401	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		283.50	7TH/I-494 WTRMN IMP JUN24		115470	R-025471-000-1	40440.6302	202312	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		1,518.00	FORESTRY ASSIST JUNE24		115471	R-025193-000-3	10320.6302		PROFESSIONAL SERVICES	PUBLIC WORKS
		340.00	MSR SVCS 2023&2024 JUN24		115472	R-022386-000-9	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		<u>65,441.50</u>								
151296	8/5/2024		2849 XCEL ENERGY							
		55.46	LGTS@LORRAINE		115473	887003886	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		147.90	ST LGTS @ 535 5TH A S		115474	887439620	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		2,178.84	KAP LANDING/800 BRYANT		115475	887415297	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		8.59	SPEED UNIT @ 203 14TH A		115476	887434095	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		<u>2,390.79</u>								
801069	7/22/2024		3615 CAMPBELL KNUTSON, P.A.							

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
801069	7/22/2024		3615 CAMPBELL KNUTSON, P.A.						Continued...	
		16,365.24	JUN24 PROSECUTION FEE&SVC		114927	3168G 6/30/24	10130.6304		PROFESSIONAL SVCS-CRIMINAL	CITY ATTORNEY
		<u>16,365.24</u>								
801070	7/22/2024		1240 DAKOTA COMMUNICATIONS CENTER							
		50,679.00	AUG24 DISPATCH DUES		114928	S02024-08	10210.6305		DISPATCH SERVICES	POLICE PROTECTION
		<u>50,679.00</u>								
801071	7/22/2024		2289 R&R SPECIALTIES OF WISCONSIN, INC.							
		65.00	ZAMBONI BLADE SHARPEN		115024	0082383-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		<u>65.00</u>								
801072	7/22/2024		2585 STREICHER'S - MINNEAPOLIS							
		49.98	39-EAR PIECE		115000	11704353	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		164.97	21-UNDER VEST SHIRT		115001	11706100	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>214.95</u>								
801073	7/26/2024		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		21.00			115156	0723241526153	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>21.00</u>								
801074	7/29/2024		6458 NELSON, MITCHELL							
		320.00	PER DIEM FOR TRAINING		115137	7/14/2024	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		40.78	REIMBURSE SQD FUEL		115137	7/14/2024	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		<u>360.78</u>								
801075	7/29/2024		2289 R&R SPECIALTIES OF WISCONSIN, INC.							
		90.00	ZAMBONI BLADE SHARPEN		115116	0082474-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		<u>90.00</u>								
2024206	7/8/2024		10755 OPTUM							
		35.00	FSA REIMB-HEALTH-2024		115027	533557492	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		<u>35.00</u>								
2024207	7/15/2024		6037 HEALTHPARTNERS-DENTAL							
		1,228.84	DENTAL CLAIMS PAID		115028	07/04/24-07/10/24	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>1,228.84</u>								
2024208	7/15/2024		10755 OPTUM							
		81.60	FSA REIMB-HEALTH-2024		115029	534517754	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024216	7/26/2024		10755 OPTUM						Continued...	
2024217	7/26/2024		1338 EFTPS							
		41,970.78			115150	0723241526151	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		47,883.70			115155	0723241526152	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		<u>89,854.48</u>								
2024218	7/26/2024		2013 MINNESOTA REVENUE (C)							
		20,237.96			115161	0723241526158	10101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>20,237.96</u>								
2024219	7/24/2024		4432 LAND TITLE INC							
		500,000.00	EARNEST MONEY 240 CONCORD		115352	240 CONCORD PURCH	40490.6510		LAND	CONCORD TIF
		<u>500,000.00</u>								
2024220	7/8/2024		6860 WELLS FARGO PURCHASING CARDS							
		295.80	EYEMED_JUNE PREMIUM		115186	719302195494.1	10101.2181		EYE MED INSURANCE	GENERAL FUND
		1,564.77	SAMS CLUB_PARADE CANDY		115187	370105220763.1	10110.6430		MISCELLANEOUS	MAYOR AND COUNCIL
		32.21	AMAZON_FILE LABELS		115188	107202134237.1	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		28.34	AMAZON-SCREWS FOR FLOODWALL		115189	102356820788.1	50610.6220		REPAIR & MAINTENANCE SUPPLIES	STORM WATER UTILITY
		21.38	AMAZON-IPAD CORD		115190	101950076573.1	10320.6201		OFFICE SUPPLIES	PUBLIC WORKS
		83.40	AMAZON-TRIMMER LINE		115191	102167268615.1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		5.99	HYVEE-SAFEASSURE-SEASONAL TRAI		115192	001482274400.1	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		20.58	AMAZON-MAGNETS		115193	103714799041.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		104.95	AMAZON-FIRST AID BUCKET TRUCK		115194	106437270478.1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		14.39	AMAZON-RETD USB-C CORD		115195	106701544959.1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		43.95	AMAZON-TREE TIE STRAPS		115196	107381218553.1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		23.97	AMAZON-CARBURETOR KIT		115197	107386303871.1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		23.79	AMAON-IPAD CHARGERS		115198	1074771111142.1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		14.87	AMAZON-B/U CAMERA MOUNT BRACKT		115199	103219101922.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		93.09	AMAZON-GAS CAN FLEX HOSES		115200	000009935751.1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		5.95	AMAZON-TREE TAGS		115201	105958319034.1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		449.70	AMAZON-SCOREBOARD BULBS		115202	105967314208.1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		1,000.00	WALMART PH6 JC GIFT CARDS UNIT		115203	200148303669.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		96.27	8X8 PHONE SYSTEM NM&JC		115204	109428106552.1	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		96.27	8X8 PHONE SYSTEM NM&JC		115205	109428106552.2	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		1,000.00	WALMART JC PH5 GIFT CARDS FOR		115206	200168469495.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		51.78	PREMIUM WATER JC&NM		115207	892013503069.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		51.78	PREMIUM WATER JC&NM		115208	892013503069.2	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		200.00	WALMART GIFT CARDS JC PH 7 PLU		115209	300702838895.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG

Council Check Register by GL
Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024220	7/8/2024		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		600.00	WALMART GIFT CARDS JC PH 6 PLU		115210	103262745555.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		448.07	COMCAST BUSINESS NM PHONE & IN		115211	106091999768.1	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		1,000.00	WALMART GIFT CARDS 10 @\$100 PH		115212	200153885707.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		200.00	WALMART GIFT CARDS (2)@\$100.00		115213	200151952805.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		700.00	WALMART GIFT CARDS (7)@\$10.00		115214	083203601734.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		100.00	WALMART GIFT CARDS (1) @\$100.0		115215	083207327096.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		1,000.00	WALMART GIFT CARDS (10)@ \$100.		115216	108078919916.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		443.94	QUILL JC OFFICE SUPPLIES STORA		115217	105441441379.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		443.94	QUILL NM OFFICE SUPPLIES STORA		115218	105441441361.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		1,000.00	WALMART GIFT CARDS (10) @\$100.		115219	004988042097.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		450.00	WALMART GIFT CARDS (3) \$150.00		115220	300624638618.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		697.48	QUILL NM JC ENVELOPES MO FILES		115221	105441357405.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		697.47	QUILL NM JC ENVELOPES MO FILES		115222	105441357405.2	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		185.79	QUILL JC OFFICE SUPPLIES		115223	105441357397.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		302.49	COMCAST JC INTERNET AND PHONE		115224	102737099592.1	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		60.13	EXTENDED STAY 8088 CHARGE 60.1		115225	103060643824.1	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		319.98	QUILL JC OFFICE SUPPLIES		115226	105441424576.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		2,670.75-	EXTENDED STAY 8088 CREDIT 2670		115227	103060643894.1	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		2,670.75	EXTENDED STAY 8088 CHARGE FOR		115228	103060643816.1	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		50.36	QUILL JC OFFICE SUPPLIES		115229	105441392251.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		60.13-	EXTENDED STAY 8088 CREDIT 60.1		115230	105170542773.1	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		1,000.00	WALMART.COM 10 GIFT CARDS @\$10		115231	107590157549.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		1,000.00	WALMART.COM 10 GIFT CARDS @\$10		115232	012809202707.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		556.34	MENARDS JC MAINTENANCE SUPPLIES		115233	100343336739.1	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		55.93	HOME DEPOT MAINTENANCE SUPPLIE		115234	010200282203.1	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		49.65	HOME DEPOT JV MAINT SUPPLIES		115235	010200513626.1	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		65.90	KT-OIS INCIDENT MEAL		115236	972008903110.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		61.62	COSTCO-RILEY TICK PREVENTION		115237	898000920844.1	20212.6210	227589	OPERATING SUPPLIES	GRANTS/DONATIONS POLICE
		63.93	FLUEGEL-K9 RILEY FOOD		115238	105914498561.1	20212.6210	227589	OPERATING SUPPLIES	GRANTS/DONATIONS POLICE
		207.00	LG Training		115239	100750878131.1	10527.6331		CONFERENCES, TRAINING, TRAVEL	SPLASH POOL
		207.00	LG Training		115240	100750878131.2	10528.6331		CONFERENCES, TRAINING, TRAVEL	NORTHVIEW POOL
		161.00	LG Training		115241	100750878180.1	10527.6331		CONFERENCES, TRAINING, TRAVEL	SPLASH POOL
		161.00	LG Training		115242	100750878180.2	10528.6331		CONFERENCES, TRAINING, TRAVEL	NORTHVIEW POOL
		48.27	Cleaning Supplies Pools		115243	370851421919.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		48.26	Cleaning Supplies Pools		115244	370851421919.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		19.78	Squeegee, bleach, liquid plumb		115245	001130701633.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		39.00	DVD for Video Screen Park and		115246	109034924528.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		31.50	POS System		115247	000002216049.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		31.50	POS System		115248	000002216049.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL

Council Check Register by GL
Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024220	7/8/2024		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		10.50	HOle puncher for punch card		115249	109048697508.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		10.50	HOle puncher for punch card		115250	109048697508.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		21.98	Pool Brushes		115251	102476910901.1	10527.6240		MINOR EQUIPMENT AND FURNITURE	SPLASH POOL
		21.98	Pool Brushes		115252	102476910901.2	10528.6240		MINOR EQUIPMENT AND FURNITURE	NORTHVIEW POOL
		51.91	Swim Pole		115253	102161691717.1	10528.6240		MINOR EQUIPMENT AND FURNITURE	NORTHVIEW POOL
		42.71	Pool Supoplies		115254	105787117088.1	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		94.98	Pool Bouys		115255	108301850728.1	10528.6240		MINOR EQUIPMENT AND FURNITURE	NORTHVIEW POOL
		76.52	Gatorade and Water Pools		115256	000381068180.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		76.52	Gatorade and Water Pools		115257	000381068180.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		36.94	App Communication Pools		115258	000045860298.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		36.93	App Communication Pools		115259	000045860298.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		291.87	Tshirts for Parade and Lifegua		115260	000018806542.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		97.29	Tshirts for Parade and Lifegua		115261	000018806542.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		97.30	FLTFRM-FOOD-K9DOUG		115262	838001045783.1	20212.6210	227589	OPERATING SUPPLIES	GRANTS/DONATIONS POLICE
		60.00	NPCA-MEMSHPPTRLCERT-K9DOUG		115263	291705417697.1	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		20.00	NPCA-DETECTIONCERT-K9DOUG		115264	291724210840.1	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		50.00	USPCA-MEMBERSHIP-K9DOUG		115265	165901475742.1	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		37.97	AMAZON BELLS FARMERS MARKET		115266	108040444237.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		6.78	WALGREENS BLOOMING PROGRAMING		115267	001066190912.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		190.81	VISTAPRINTS KAPOSIA DAYS ACTIV		115268	717093347655.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		37.74	ACE BLOOMING STREETS		115269	740274266997.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		10.49	KNOWLANS BIRTHDAY TREATS		115270	720203508200.1	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		10.48	KNOWLANS BIRTHDAY TREATS		115271	720203508200.2	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		48.28	OFFICE DEPOT LABELS PENS		115272	100313041231.1	10530.6201		OFFICE SUPPLIES	COMMUNITY AFFAIRS
		96.14	SAMS COFFEENET KAPOSIA DAYS		115273	000161907062.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		26.33	KNOWLANS COFFEENET JC BBQ		115274	720203416084.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		20.31	KNOWLANS COFFEENET JC BBQ		115275	720203416084.2	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		25.00	DOLLAR TREE COFFENET		115276	001010524541.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		67.59	AMAZON JUNETEENTH COMPOSTABLES		115277	102044887011.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		43.21	KWIK TRIP COFFEENET		115278	972000782511.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		52.30	PIONEER PRESS GARAGE SALE AD		115279	002059010137.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		39.95	AMAZON KIDDIE PARADE		115280	104797584008.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		16.16	KNOWLANS KIDDIE PARADE		115281	720203592612.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		98.88	TARGET KAPOSIA DAYS ACTIVITYI		115282	091008150791.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		122.50	AELSLAGID - PE RENEWAL - KG		115283	151634459023.1	10315.6471		DUES & SUBSCRIPTIONS	ENGINEERING
		558.95	DELTA - FLIGHT TO APWA CONF		115284	871671025645.1	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		858.00	APWA CONF - NGUILLIAMS		115285	002996716619.1	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		36.00	CROWNTROPHY COUNCIL NAME PINS		115286	030048238330.1	10110.6430		MISCELLANEOUS	MAYOR AND COUNCIL
		512.00	VERIFIED CREDENTIALS BACKGRND		115287	900018700502.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES

Council Check Register by GL
Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024220	7/8/2024		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		39.19	AMAZON RIBBON CUTTING SCISORS		115288	106398351770.1	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		23.06	AMAZON BADGE HOLDERS, LANYARD		115289	107187244712.1	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		47.75	AMAZON BADGE REELS, BINDERS		115290	100069598625.1	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		52.01	LOWES PARADE CANDY BUCKETS		115291	105012030792.1	10110.6430		MISCELLANEOUS	MAYOR AND COUNCIL
		138.07	COMCAST-VETS INTERNET		115292	100182932464.1	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		799.00	AMAZON-REPLACEMENT TV		115293	102274173633.1	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		131.96	Code Enf. Officer Gear		115294	102476758540.1	10420.6245		CLOTHING ALLOWANCE	CODE ENFORCEMENT
		213.00	MNCPA WEBINAR HINES		115295	690492078747.1	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		89.00	MNCPA WEBINAR HINES		115296	690492204061.1	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		30.00	DELTA GFOA NATL CONF HILGER		115297	871600607866.1	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		53.46	T&C TAXI GFOA NATL CONF HILGER		115298	103519016450.1	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		1,589.95	HYATT GFAO NATL CONF HILGER		115299	970977465761.1	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		30.00	DELTA GFOA NATL CONF HILGER		115300	871650505692.1	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		53.07	MEARS GFOA NATL CONF HILGER		115301	090230901000.1	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		225.00	GFOA ANNUAL DUES HILGER		115302	300745559021.1	10150.6471		DUES & SUBSCRIPTIONS	FINANCE
		45.61	HOME DEPOT-TRAPS,DISHWASHER KI		115303	010180811598.1	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		25.76	HOME DEPOT-DRAIN KIT		115304	010200436464.1	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		339.94	HOME DEPOT MAINTENANCE SUPPIES		115305	106482982019.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		42.36	HOME DEPOT MAINTENANCE SUPPLIE		115306	010200418954.1	50677.6220	229901	REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		104.17	HOME DEPOT MAINTENANCE SUPPLIE		115307	010199263469.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		39.96	HOME DEPOT NM MAINT SUPPLIES		115308	010199282947.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		359.88	MENARDS NM MAINT SUPPLIES		115309	100305523754.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		199.88-	HOME DEPOT CREDIT RETURNED MAI		115310	010200432260.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		343.71	HOME DEPOT NM MAINT SUP		115311	108253770684.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		44.56	MENARDS NM MAINT SUPPLIES 44.5		115312	100282186664.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		120.89	MNRDS PAINT SUPPLIES		115313	100319078261.1	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		26.66	HD REPAIR SUPPLIES		115314	010199263873.1	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		70.94	HOME DEPOT-STRETCH WRAP		115315	010199256801.1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		119.91	HOME DEPOT-BLADES, NAILS		115316	010199260142.1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		35.01	VRZN-APRIL DATA		115317	106801805910.1	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		32.99	AMZN-COMPRESSED AIR		115318	102295013925.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		21.59	WLMRT-THUMB DRIVE		115319	400267504022.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		75.00	BCA-47 FORENSIC DNA COURSE		115320	121594922977.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		2.16	FAMDOLLR-RETIREMENT CARD		115321	001058413083.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		83.67	AMAZON BASKETBALL NETS		115322	109440613155.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		275.30	WALMART CAMP SUPPLIES		115323	400254685841.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		34.00	MN LOCKS KAPOSIA PAVILION KEYS		115324	001331063701.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		238.77	WALMART CAMP SUPPLIES		115325	320801300451.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		69.52	WALMART CAMP SUPPLIES		115326	400246499114.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024224	8/1/2024		2013 MINNESOTA REVENUE (C)						Continued...	
		156.04			115363	0729241144553	10101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>156.04</u>								
2024225	7/29/2024		6037 HEALTHPARTNERS-DENTAL							
		1,466.96	DENTAL CLAIMS PAID		115489	07/18/24-07/24/ 24	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>1,466.96</u>								
2024226	7/29/2024		10755 OPTUM							
		384.60	FSA REIMB		115490	535671553	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		124.00	HRA REIMBURSEMENT 2024		115490	535671553	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>508.60</u>								
2024227	7/31/2024		8517 BOND TRUST SERVICES CORPORATION							
		13,262.50	2012A P&I PAYMENTS		115491	88627	30318.6611		BOND INTEREST	2012 GO LOCAL IMP BONDS
		10,050.00	2014A P&I PAYMENTS		115492	88628	50605.6611		BOND INTEREST	WATER UTILITY
		9,075.00	2014A P&I PAYMENTS		115492	88628	50610.6611		BOND INTEREST	STORM WATER UTILITY
		67,075.00	2014B P&I PAYMENTS		115493	88629	30320.6611		BOND INTEREST	2014B GO PARK BONDS
		31,131.25	2015B P&I PAYMENTS		115494	88630	30320.6611		BOND INTEREST	2014B GO PARK BONDS
		29,575.00	2017B P&I PAYMENTS		115497	88631	30323.6611		BOND INTEREST	2017B GO BONDS
		87,225.00	2019A P&I PAYMENTS		115498	88632	30324.6611		BOND INTEREST	2019A GO BONDS
		<u>247,393.75</u>								
		<u>3,826,362.57</u>	Grand Total							

Payment Instrument Totals

Checks	3,257,211.75
EFT Payments	501,354.85
A/P ACH Payment	<u>67,795.97</u>
Total Payments	3,826,362.57



CITY COUNCIL AGENDA REPORT
DATE: AUGUST 5, 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>
14264	LaTarsha Bronaugh	00014434	Rental Housing	A	06/12/2024	05/31/2025	345 12th Ave S		08/05/2024
13385	Jaymes P. Bezdicek	00015110	Rental Housing	A	07/24/2024	05/31/2025	258 13th Ave S		08/05/2024
14446	Nathan Herschbach	00014469	Rental Housing	A		05/31/2025	432 1st Ave S		08/05/2024
15356	Hanh B. Nguyen	00014967	Rental Housing	A	05/30/2024	05/31/2025	233 7th Ave S		08/05/2024
14945	Anthony Yates	00014767	Rental Housing	A	05/13/2024	05/31/2025	1144 8th Ave S		08/05/2024
15363	Dat Vu	00014971	Rental Housing	A	05/30/2024	05/31/2025	1209-1211 8th Ave S		08/05/2024
15128	Shannon Leona Kearney	00014836	Rental Housing	A		05/31/2025	203 Ash St W		08/05/2024
15307	Keria Abdo Abbadulla	00014934	Rental Housing	A	07/30/2024	05/31/2025	120 Frost St E	Housing with Services - Grandfathered to 6	08/05/2024
15297	Lang Lang Guo	00014378	Rental Housing Multi Family Dwelling (4+)	A	06/06/2024	05/31/2025	1560 Willis Ave		08/05/2024



CITY COUNCIL AGENDA REPORT
DATE: August 5th, 2024
DEPARTMENT: POLICE
Prepared by: Brian Wicke
ADMINISTRATOR: RG

8-D

AGENDA ITEM: Accept Letter of Resignation

ACTION TO BE CONSIDERED:

Motion to Accept Letter of Resignation from Community Service Officer Hailey Nelson.

OVERVIEW:

Attached you will find a letter from Community Service Officer Hailey Nelson giving notice of her intent to resign from her part-time position with the South St. Paul Police Department upon completion of her shift July 27th, 2024. Community Service Officer Nelson has recently accepted a full-time position in corrections with another agency.

Members of the Department wish Community Service Officer Nelson the best as she moves into the next chapter of her life and thank her for her dedicated service to the City of South St. Paul. A copy of her letter of resignation is attached.

SOURCE OF FUNDS:

N/A

07/12/2024

Chief Wicke,

I am writing to notify you of my resignation from my position as Community Service Officer at South St. Paul Police Department. My last working day will be on Saturday July 27th.

Throughout my year and a half tenure as a Community Service Officer, I have learned many valuable and unforgettable lessons, skills, and tips that I will use and cherish for the rest of my law enforcement career. I have greatly enjoyed working at South St. Paul Police Department, and I would be lying if I said I wasn't sad to go. While I have loved serving the City of South St. Paul as a Community Service Officer, I have accepted a position with the Washington County Sheriff's Office that will allow me to work full time and will better align with my long term career goals.

I would like to thank you for welcoming me into this department back in January of 2023, and for being a supportive and strong leader. It has been an honor to work for you.

Sincerely,
Hailey Nelson



City Council Agenda
Date: 8/5/2024
Department: Airport
Prepared by: Andrew Wall
Administrator: RG

8-E

AGENDA ITEM: ADOPT RESOLUTION 2024-94 APPROVING CONTRACT WITH NEO ELECTRICAL SOLUTIONS FOR THE AIRPORT BEACON REPLACEMENT PROJECT AT FLEMING FIELD

ACTION TO BE CONSIDERED:

Approve Contract with Neo Electrical Solutions for the Airport Beacon Replacement Project at Fleming Field

Overview:

On May 6th, 2024, the City of South St. Paul City Council approved a bid from Neo Electrical Solutions for the Airport Beacon Replacement project. Neo Electrical Solutions has drafted a contract between them and the City of South St. Paul for the project. The contract and associated documents have been reviewed by Airport Staff

This project will follow the normal funding rates of 90% FAA, 5% MNDOT, and 5% City of South St. Paul. The local share for this project will be \$6,195.65

Source of Funds:

Airport Capital Fund

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-94
RESOLUTION RELATING TO AIRPORT:
APPROVE AGREEMENT WITH NEO ELECTRICAL SOLUTIONS FOR THE AIRPORT
BEACON REPLACEMENT PROJECT

WHEREAS, The City Council has reviewed and considered an Agreement with Neo Electrical Solutions for the Airport Beacon Replacement Project (the “Agreement”);

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

1. That the forms, terms and provisions of the Agreement and the transactions contemplated thereby are hereby approved, subject to minor modification by the City Attorney.
2. That the Mayor and the City Clerk are hereby authorized and directed to sign the Agreement in the name and on behalf of the City in the form approved by the City Attorney.

Adopted this 5th day of August 2024.

City Clerk

CONTRACT
2024 Beacon Replacement

THIS AGREEMENT, made this 18 day of July, 2024, by and between the **City of South Saint Paul** (hereinafter called Owner) and Neo Electrical Solutions (hereinafter called Contractor) to complete 2024 Beacon Replacement (hereinafter called Project).

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as: 2024 Beacon Replacement

The Owner shall pay the Contractor for completion of the Work in accordance with the Contract Documents and subject to conditions and deductions, as found in *EJCDC C-700 Standard General Conditions of the Construction Contracts*. The Owner agrees substantially to the sum of \$81,113. Work includes all extra work in connection therewith, under the terms as stated in the Requirements for Quotation and specifications, and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment tools, superintendence, labor, insurance, and other accessories and services necessary to complete the PROJECT. The Contract Documents, as prepared by Short Elliott Hendrickson, Inc., hereinafter called ENGINEER, all of which are made a part hereof and collectively evidence and constitute the CONTRACT. The Contract Documents consist of the entire quote package including all referenced documents and drawings.

The CONTRACTOR hereby agrees to commence the Work under this CONTRACT on or before the date specified in the Schedule submitted with the Quotation and to fully complete the PROJECT by the date specified for completion or the days specified for completion. If work is not completed in the specified time, liquidated damages will apply as specified below:

Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$2,000 for each day** that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$250.00 for each day** that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

In order to induce OWNER to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

IN WITNESS WHEREOF, the parties to these presents have executed this CONTRACT in three counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER: **City of South Saint Paul**

CONTRACTOR: Neo Electrical Solutions

By: _____

By: Jon Reger

Title: _____

Title: Jon Reger, Vice President

Attest: _____

Attest: Greta Rogge, Office Manager



AGENDA ITEM: Conditional Employment Offer - Community Service Officer

ACTION TO BE CONSIDERED:

Motion to make a conditional job offer to Payton Powell for a part time Community Service Officer position, effective on or after August 6th, 2024, at the starting salary as outlined in the current AFSCME contract, contingent on the successful completion of a background investigation.

OVERVIEW:

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

The 2024 Police Protection Budget includes funding for the Community Service Officer position, and we currently have vacancies resulting from staff movement. The CSO position is an AFSCME Union position requiring an internal job posting which was previously waived by the union as no internal candidates were identified. External applications were taken in July, interviews have been conducted with eligible applicants and a candidate has been identified.

Payton Powell is a graduate of Minneapolis South High School, has been a Community Service Officer with the Cottage Grove Police Department, and is currently enrolled in law enforcement skills training at Hennepin Technical College, pursuing a career in law enforcement.

Police Department staff feel that Payton Powell will be an excellent addition to the Police Department and recommend his appointment to the position of part-time Community Service Officer.

A redacted copy of her application is attached.

SOURCE OF FUNDS:

2024 Police Protection Budget

EMPLOYMENT APPLICATION



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

Powell, Payton A
 24-00016 COMMUNITY SERVICE OFFICER (CSO)

Received: 7/11/24 3:03 PM

For Official Use Only:

QUAL: _____

DNQ: _____

Experience

Training

Other: _____

PERSONAL INFORMATION

POSITION TITLE: COMMUNITY SERVICE OFFICER (CSO)	EXAM ID#: 24-00016
NAME: (Last, First, Middle) Powell, Payton A	SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code)	EMAIL ADDRESS: payton.a.powell@gmail.com
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 College	

PREFERENCES

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

EDUCATION

DATES:	SCHOOL NAME: Minneapolis South High School	DEGREE RECEIVED: High School Diploma
LOCATION: (City, State/Province) Minneapolis, Minnesota	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DATES:	SCHOOL NAME: Inver Hills Community College	DEGREE RECEIVED: Associate's
LOCATION: (City, State/Province) Inver Grove Heights, Minnesota	DID YOU GRADUATE? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MAJOR: Culturally Responsive Professional Peace Officer		

WORK EXPERIENCE

DATES: From: 5/2024 To: Present	EMPLOYER: Cottage Grove Police Department	POSITION TITLE: Community Service Officer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 12800 Ravine Parkway S, Cottage Grove, Minnesota, 55016		
PHONE NUMBER: 651-458-2850	SUPERVISOR: Nils - Torning	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DUTIES: As a CSO for Cottage Grove police department, my primary responsibility is to serve the city by responding to calls for service, assisting sworn officers with their duties, patrolling the city and parks, and writing reports based on the actions I take throughout the day. Some of these calls include, but are not limited to: dog bites, loose animals, responding to vehicle lockouts, motorist assists, noise complaints, collecting or delivering evidence to sworn officers or administration and more.		
REASON FOR LEAVING: I am currently still employed part-time; I chose to Cottage Grove as they offered a CSO position that I felt would prepare me for a sworn position once I was POST eligible. I am planning on transitioning to South Saint Paul PD because I believe it will aid me in learning more about the department as I hope to work there as a sworn officer.		
DATES: From: 4/2015 To: Present	EMPLOYER: Lakewood Media Group	POSITION TITLE: Sales Executive
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 5353 Knox Ave S, Minneapolis, Minnesota, 55419		
PHONE NUMBER: 6123840733	SUPERVISOR: Bryan Powell - CFO/Owner	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DUTIES: To work with clients to connect them to our numerous media and conference resources. Help them increase brand awareness among our audience and help them utilize our lead generation products. Work with clients to make sure all their needs are met at our conferences.		

REASON FOR LEAVING:

I still work at this job.

CERTIFICATES AND LICENSES**TYPE:**
Emergency Medical Responder**LICENSE NUMBER:**
1026694**ISSUING AGENCY:**
Minnesota Emergency Medical Services Regulatory Board**TYPE:**
Basic Life Support**LICENSE NUMBER:**
245416254793**ISSUING AGENCY:**
American Heart Association**Skills****OFFICE SKILLS:**Typing:
Data Entry:**OTHER SKILLS:****LANGUAGE(S):**
Spanish - Speak Read Write**ADDITIONAL INFORMATION**

Nothing Entered For This Section

REFERENCES**REFERENCE TYPE:**
Professional**NAME:**
Leah Nelson**POSITION:**
Conference Operations Director - Lakewood
Media Group**ADDRESS:** (Street, City, State/Province, Zip/Postal Code)**EMAIL ADDRESS:**
leah@trainingmag.com**PHONE NUMBER:****REFERENCE TYPE:**
Professional**NAME:**
Wayne Wegener**POSITION:**
Captain - Mendota Heights Police
Department**ADDRESS:** (Street, City, State/Province, Zip/Postal Code)**EMAIL ADDRESS:**
wwegener@mendotaheightsmn.gov**PHONE NUMBER:****REFERENCE TYPE:**
Personal**NAME:**
Peter Karns**POSITION:****ADDRESS:** (Street, City, State/Province, Zip/Postal Code)**EMAIL ADDRESS:****PHONE NUMBER:****REFERENCE TYPE:**
Professional**NAME:**
Trevor Lunn**POSITION:****ADDRESS:** (Street, City, State/Province, Zip/Postal Code)
645 Stewart Ave N, South Saint Paul, Minnesota 55075**EMAIL ADDRESS:****PHONE NUMBER:****REFERENCE TYPE:**
Personal**NAME:**
Matthew Schmidt**POSITION:****ADDRESS:** (Street, City, State/Province, Zip/Postal Code)
651 Stewart Ave N, South Saint Paul, Minnesota 55075**EMAIL ADDRESS:****PHONE NUMBER:****REFERENCE TYPE:**
Personal**NAME:**
Matthew Miranda**POSITION:**
Investigator - St. Louis County Sherrif's
Department**ADDRESS:** (Street, City, State/Province, Zip/Postal Code)**EMAIL ADDRESS:**
mirandam@stlouiscounty.mn.gov**PHONE NUMBER:**



AGENDA ITEM: Award Project to New History for Library Adaptive Re-Use Feasibility Study

ACTION TO BE CONSIDERED:

Award project to New History for the Adaptive Re-Use Feasibility Study for the Former South St. Paul Library.

OVERVIEW:

In 2023, the City learned it would be receiving funding through a grant from the Minnesota Department of Employment and Economic Development (DEED) in the amount of \$175,000 to help study options for repurposing the former South St. Paul Library. After a minor setback related to the wording of how the funding could be used, the language was cleaned up earlier this year which prompted the City to release a request for proposals (RFP) inviting qualified firms to submit proposals to conduct an adaptive re-use feasibility study of the former Library building.

The City received proposals from two qualified firms: Bolton & Menk and New History. A review team consisting of 4 staff members (Seth Anderson, Ryan Garcia, Deb Griffith, and Monika Miller) reviewed the two proposals and unanimously came to the decision to select New History for the project. New History is a Minneapolis-based firm that specializes in historic building reuse projects. New History has a strong record of completing and implementing building reuse studies. New History anticipates dedicating almost 1,000 hours of work to the study with a heavy emphasis on understanding site conditions, market feasibility analysis, and community engagement. The estimated project cost of \$150,000 will be covered entirely by the grant from DEED. Staff is confident that New History's background and project team will allow them to create the best possible study to help the City consider options for the adaptive reuse of the historic South St. Paul Library.

The end result of the study will be three or more adaptive re-use options with information demonstrating the financial viability of each option. To be clear, the study is not intended to decide for the City what will happen to the former South St. Paul Library building. Rather, the study is intended to inform and guide local decision makers about feasible options for the former library using market data and input from residents, local business organizations, and private developers. These options will be presented to the City Council in late Spring 2025.

RECOMMENDATION:

Staff recommend awarding the project to New History.

SOURCE OF FUNDS:

DEED Grant (\$175,000)

ATTACHMENTS:

- A- New History Proposal for Adaptive Re-Use Feasibility Study
- B- Draft Professional Services Agreement with New History

ATTACHMENT A
NEW HISTORY PROPOSAL FOR ADAPTIVE RE-USE FEASIBILITY STUDY



NEW HISTORY

PROPOSAL FOR
CITY OF SOUTH ST. PAUL
Adaptive Re-Use Feasibility Study

July 12, 2024



TABLE OF CONTENTS

1. Cover Letter	3
2. Company Overview	4
3. Project Understanding and Approach	10
4. Proposed Work Plan	12
5. Project Team	18
6. Previous Experience	24

NEW HISTORY

July 12, 2024

City of South St. Paul
125 Third Avenue North
South St. Paul, MN 55075
Submitted To: Monika Miller, Associate Planner, mmiller@southstpaul.org

Dear Ms. Miller:

New History is pleased to respond to the City of South St. Paul's Request for Proposals (RFP) for an Adaptive Re-Use Feasibility Study of the Former South St. Paul Public Library. Our tailored approach to this project combines three important aspects of our business practice and experience:

1. **RELEVANT EXPERTISE.** New History is excited to lead this highly experienced project team. We bring expertise and practical experience in licensed architecture and engineering, historic preservation, project funding, and project strategies for building reuse. As your primary consultant, we will be managing a team that includes additional expertise in community engagement and urban planning (HKGi), building systems (Windsor Engineers), environmental conditions and funding (Braun Intertec), and constructability and cost estimating (Rockwise Strategies).
2. **REUSE OPTIONS.** We have completed **and implemented** reuse studies for a wide variety of building vintages, uses, and locations: our approach creates viable and actionable pathways for building redevelopment. We are exclusively dedicated to increasing the use of existing and historic buildings and sites. We recently facilitated the redevelopment of projects ranging from the historic H Alden Smith House (now Abbey Apartments) in Minneapolis to the Lester Golf Course in Duluth.
3. **LOCAL EXPERIENCE AND MUNICIPAL CLIENTS.** We have worked with many cities and counties throughout the Upper Midwest. From our Minneapolis-based location, we exclusively focus on serving communities in our regional geography, such as Red Wing, Winona, Duluth, and Litchfield, among others. We have consulted on more than 300 historic preservation and building reuse projects in over 50 Minnesota communities since Meghan Elliott started New History in 2011.

On behalf of our extended team, thank you for considering our proposal. I can be reached at the contact information below for questions and discussion, and I am authorized to bind New History to meet the commitments of this proposal.

Sincerely,



Kirk Davis, Managing Partner
davis@newhistory.com (612) 843-4142

575 9TH STREET SE, SUITE 215 | MINNEAPOLIS, MN 55414 | 612.843.4140





2. COMPANY OVERVIEW: NEW HISTORY AND PROJECT TEAM

New History will be your primary consultant and consulting team manager for this Re-Use Feasibility Study. We leverage history to unlock the economic, community and cultural value of the built environment. Based in Minneapolis, Minnesota, New History works with clients throughout the Upper Midwest, including cities, counties, regional and national real estate developers, architecture firms, and educational institutions, among others. Our integrated team includes historians, licensed design professionals, and project planners for historic building redevelopment – all with a depth of experience in the regulatory, financial, and physical framework of historic preservation. We believe that our buildings embody the stories that tell us where we came from and who we are, and inform where we are going. Our team is committed to increasing the viability and use of historic buildings and sites.

New History



History and Profile

- Founded 2011 by Meghan Elliott
- Size: 7
- Principals: Meghan Elliott, Kirk Davis
- Certifications: Targeted Group/Economically Disadvantaged (TG/ED) and Woman-Owned Business (WBE)

Services

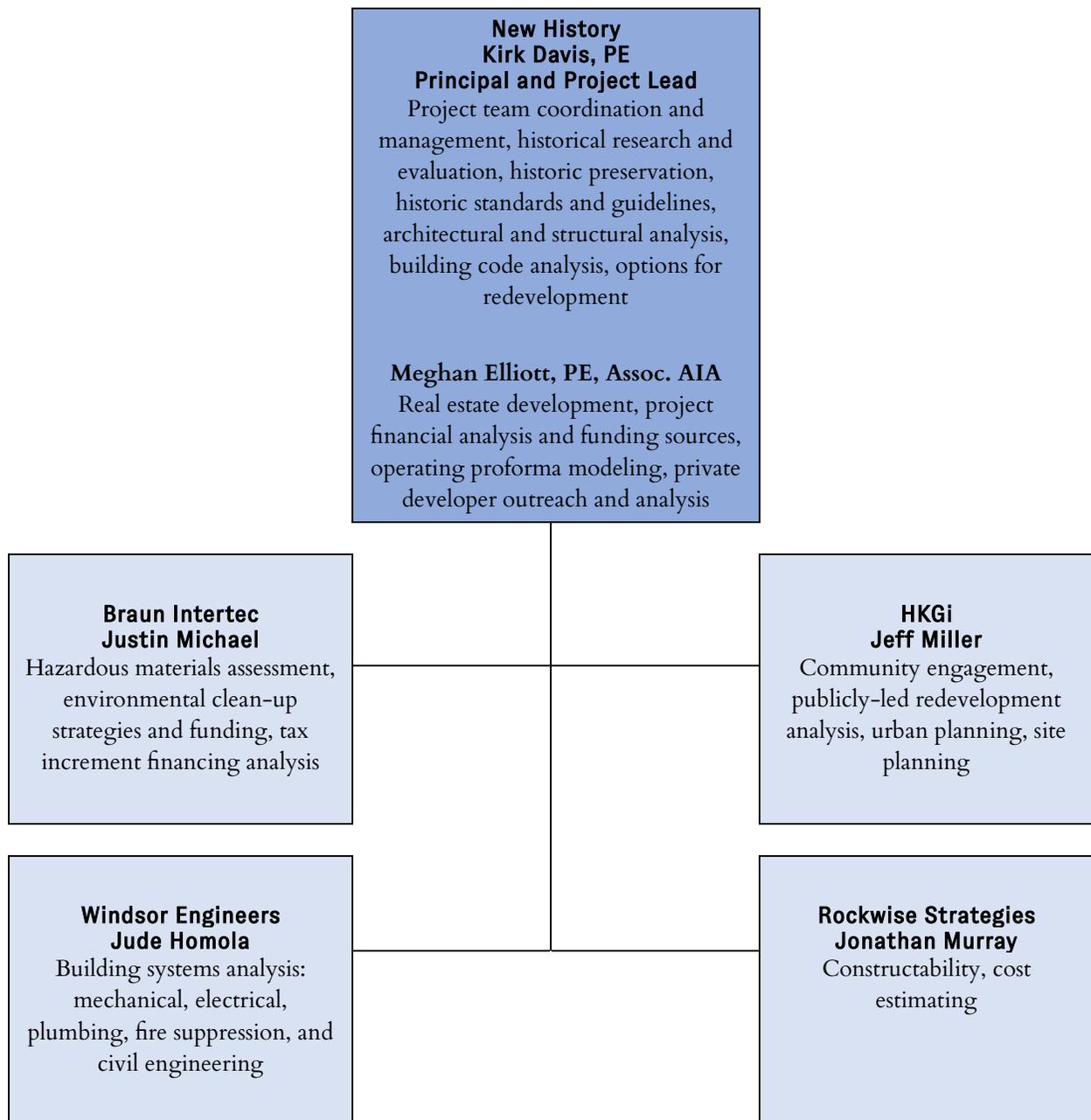
- Historic Building Reuse Consulting: Development and implementation of strategies for building reuse
- Historic Architecture and Engineering: condition assessments, building analysis, design guidance, and concept design solutions for reuse
- Historic Tax Credits and Project Funding Sources: state and federal historic tax credit certification, grant assistance, project funding source identification
- Historical Consulting, including: historical research, National Register of Historic Places nominations, and historic preservation reviews and approvals

Municipal Clients

We routinely work with municipal clients through all phases of feasibility, design, and construction, including: Albert Lea, Anoka, Brainerd, Cottage Grove, Duluth, Excelsior, Minneapolis, Rochester, and Wayzata among others

New History will lead this project, and provide many of the consulting services with our in-house team. Our additional subconsultant team members bring specific areas of experience needed for the library re-use. Our project organizational structure is shown below with the principal staff for each company, and their specific expertise for this Adaptive Re-Use Feasibility Study. A company overview of each of the subconsultant companies follows.

Project Organizational Structure



FIRM PROFILE

For more than forty years **HKGi** has helped communities throughout the Upper Midwest create great places for people to live, work and play. We bring a **collaborative** spirit to all of our work and establish an atmosphere in which **listening** to the insight provided by stakeholders is a critical ingredient in successful community planning. Local knowledge about the community's goals and needs provides a foundation for the **exploration** of potential planning directions. From this process we leverage our skills and experience to **create** concepts and strategies that will best position the community to achieve its development vision.

Our approach to site planning and design builds on the four key principles that have defined HKGi's practice since the firm's beginning: collaborate, listen, explore, create. We bring a collaborative spirit to all of our work and establish an atmosphere in which listening to the knowledge and insight provided by clients and stakeholders is a critical ingredient in successful community planning. Local input and knowledge about the community and its goals, needs, and values provides a foundation for the exploration of potential ideas and design directions. Together with clients and stakeholders, we generate ideas, evaluate and test them, and identify those that best position the community to achieve its future development vision.

The end result are plans and improvement initiatives that have been tested for potential feasibility and vetted and supported by the community.



800 Washington Ave. N., #103
Minneapolis, MN 55401
hkgi.com | 612-338-0800

PRINCIPALS

- Paul Paige, President
- Brad Scheib, Vice President
- Bryan Harjes, Vice President
- Gabrielle Grinde, Vice President
- Rita Trapp, Vice President

ASSOCIATES

- Jeff Miller

STAFF

- 6 Certified Planners
- 8 Licensed Landscape Architects
- 7 Planners/Urban Designers
- 2 Marketing Communications



Planning. Landscape Architecture. Urban Design.



Windsor Engineers is a Minnesota-based engineering firm specializing in Mechanical, Electrical, and Plumbing (MEP) services, with a particular focus on historical renovation and adaptive reuse projects. Our expertise in breathing new life into historic structures while meeting modern building standards makes us uniquely qualified for projects like the South St. Paul Library reuse study.

SERVICES RELEVANT TO HISTORICAL RENOVATION AND ADAPTIVE REUSE

MECHANICAL/ELECTRICAL/PLUMBING

- Historic Building Systems Assessment
- Sustainable MEP Design for Older Structures
- Energy Modeling for Adaptive Reuse
- Value Engineering in Renovation Contexts
- Building Information Modeling for Existing Structures

MECHANICAL

- Period-Appropriate HVAC Solutions
- Energy Recovery in Historic Buildings
- Integrating Modern Controls with Existing Systems

ELECTRICAL

- Historic Lighting Preservation and Upgrades
- Power Systems Modernization
- Integrating Technology in Heritage Buildings

PLUMBING

- Updating Historic Plumbing Systems
- Water Conservation in Older Structures
- Code Compliance for Adaptive Reuse

ADDITIONAL EXPERTISE

- Preservation-Sensitive MEP Design
- Balancing Historic Integrity with Modern Efficiency
- Accessibility Improvements in Heritage Buildings

Our team of 55 employees brings extensive experience in revitalizing historic structures across various sectors. Established in 2018 and SBE-certified, Windsor Engineers is committed to preserving architectural heritage while creating functional, efficient spaces for new uses.

With offices in Minneapolis and Duluth, MN, we offer local expertise in regional building practices and a deep understanding of the challenges and opportunities presented by adaptive reuse projects in the area.

Company Overview

OUR SCIENCE. YOUR SOLUTIONS.

At Braun Intertec our science happens because of our people. We're collaborators with the passion to provide quality solutions and recommendations for your engineering, environmental, design and testing challenges. Since 1957, we've built a trusted reputation by delivering innovative thinking on scope, on schedule, and on budget.

Our People

Our team of more than 1,000 engineers, scientists, managers and field personnel specialize in more than 100 technical services. With rigorous quality assurance/quality control programs and numerous national accreditations, you'll find reliable and cost-effective solutions regardless of your project scope. We match that expertise and commitment to quality with a collaborative mindset to deliver the science you need to be successful.

Our Values

Founder Jack Braun was committed to providing quality service to our clients and opportunity to our employees. This commitment has stood the test of time and is reflected in our core values: safety, service, recognition, ownership and opportunity. Each core value is supported by expected behaviors.

- **Safety.** We are committed to a safe work environment and look out for one another.
- **Service.** We are reliable, responsive and lead through service to our employee owners, clients, and communities.
- **Recognition.** We celebrate together, recognize each other, and have fun.
- **Ownership.** We are committed to employee ownership, delivering on our commitments, and following through on our responsibilities.
- **Opportunity.** We create opportunities to grow and develop while being supportive and flexible.



Our Approach

We use our interdisciplinary approach, our experience, and commitment to excellence delivers results. Each day our employee-owned company strives to become your Consultant of Choice, the one you trust to get the job done. By providing reliable, cost-effective, and innovative solutions, approximately 80% of our current workload represents repeat clients. Few firms can bring you this scope of expertise, level of accountability and personal attention.

YOUR VISION, OUR MISSION.

FIRM OVERVIEW

ESTABLISHED
2010

COMPANY SIZE
12 Employees

BUSINESS TYPE
LLC

OFFICE
9202 202nd St. W., Suite 101
Lakeville, MN 55044

ACCREDITATIONS
LEED AP
Associate Constructors

- **COMPOSED OF FLEXIBLE TEAMS OF COMMITTED** professionals, Rockwise Strategies leverages our deep experience to navigate the ins and outs of construction projects. We join our clients right where they need us in their project, getting ahead of potential issues and offering thoughtful guidance to ensure their build gets done on time, on budget and to their exact specification.

Our job is to make yours easier. To get ahead of the challenges—especially those no one else could predict. To be on your side before the timelines get longer and budgets get tighter. Allowing you to define the goals while we fill in the gaps to make sure those goals are met or exceeded.

Rockwise's team provides masterful cost consulting and proactive owner's representation. With a full, future focused picture of the construction landscape, we quily delivevr detailed and accurate estimates that help you understand what it will take to build your vision.





3. PROJECT UNDERSTANDING AND APPROACH

Project Understanding

The City of South Saint Paul has owned and maintained the library building for almost 100 years, providing stewardship to this community mainstay from its dedication in late 1927 to its closure in 2023. After studies to adapt as a library with modern needs, it was replaced by a new facility. This previous work, including a commissioned assessment by LSE Architects, provides a working baseline of information about the building. We also understand that a 2023 citywide space needs study was conducted, and suggests there is not an evident or obvious governmental reuse of the building. In early 2024 the city requested proposals directly from the development market, along with an incentive of a DEED Grant to be applied to reuse, and received no response. Now, it is our understanding that the grant is being redirected to support this request for proposals to evaluate the feasibility of adaptive reuse options.

This site provides a unique opportunity for redevelopment, and New History is motivated to build upon the previous work and leverage our team’s skills to unlock the future of this historic property. We recognize that not many buildings receive adequate resources for such a study, and not many buildings are in such good condition when such a study occurs. This project is an opportunity to leverage the resources while they are most impactful, and the building has not been let to deteriorate and lose value.

New History was founded with a simple mission: “To increase the use of historic buildings and sites”. This mission continues, and our office includes expertise in History, Architecture, Structural Engineering, Historic Preservation, Real Estate Development, and Consulting, informed by practical construction experience. We often partner with specialists to provide additional expertise, and for this opportunity we have assembled a team of well-respected experts to round out a multi-discipline team. For this project we collectively offer expertise in historic consulting, community engagement, architecture, engineering, project funding and real estate financing, materials and testing, cost estimating, and project leadership for building reuse.

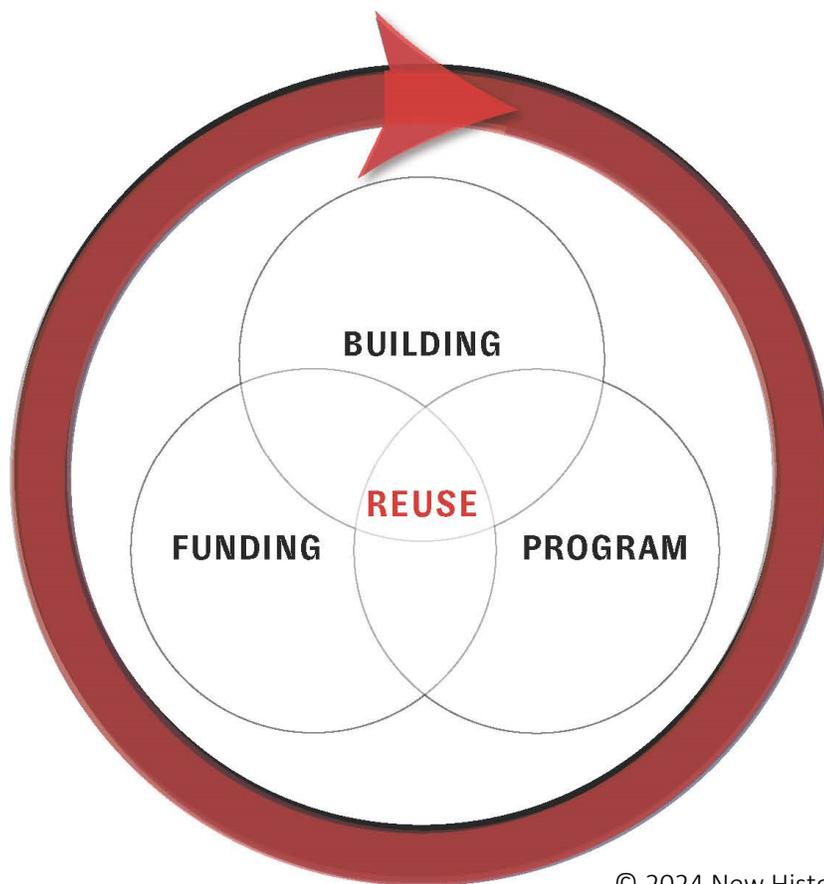


South St. Paul Library – Original 1927 Building



Reuse Study Approach

We have worked on nearly 350 historic building redevelopment and historic preservation projects in over 50 communities. Our goal is always to increase the use and viability of existing and historic buildings and sites, and our approach is always the same: 1) understand the building, 2) establish a use that fits within the physical, economic, and social context of the building, and 3) create funding pathways for reuse. Our process for achieving reuse feasibility is often circular and iterative, depending on the rapidly changing context of the market or funding availability. For this project our approach is presented more linear, in order to achieve the city's prescribed outcome of three or more distinct alternative end-uses before the study completion date of May 31, 2025.



© 2024 New History



4. PROPOSED WORK PLAN

New History will serve as primary contact, managing the project team and acting as the primary point of contact for the City of South St. Paul. New History will also manage all documents, correspondence, reporting, and deliverables. **At the start of the project, we will meet with you to review this approach and our work plan, as well as our list of scope tasks below, to make any adjustments needed to fit with your goals, existing knowledge, and budget.**

We propose a four-step project plan based on our reuse process. For each step we will utilize a combination of the team's expertise, led by New History. Following the narrative plan below, we have included a workplan table and timeline. The table outlines the tasks of each project Step, identifying involvement by each team member per task. To convey the relative effort and resources for each step, the number in each red box indicates an estimate of hours assigned to that task.

Scope of Services

Step 1: Building Definition

We will collect, review, augment and interpret the inventory of information about the building and site in order to provide a technical framework for evaluating use options. This step will include:

- **Project Kick-Off Meeting** to determine communication protocol, client meeting frequency, deliverable formats, and project goals.
- **Desktop Assessment:** Research, collection and review of existing building reports and documents (drawings, previous assessments, maintenance reports, operating expenses, etc.).
- **Physical Assessment**, including a site visit with interior access.
- **Building Assessments**, including (as needed and refined based on collected reports) structural, building systems (mechanical, electrical, plumbing, fire suppression, and civil/site), accessibility, hazardous materials, and historical evaluation (National Register of Historic Places eligibility).

At the completion of this step, we will meet with you to present our findings, deliver the completed building inventory, and discuss how the building information will be used in Step 2.

➔ ***Deliverables: Baseline Report of Conditions and Document Inventory***



Step 2: Program Development

We will collect community and private market input for potential reuse programs and functions that can be supported within the physical building and site framework. This step will also evaluate urban context, occupancy, code, building type, zoning, and ownership. Community engagement will be led by HKGi, and private market analysis will be led by New History. This step will include regular meetings with city staff for planning and coordinating community and private market engagement, analyzing feedback, and discussing reuse options.

- **Analyze the building site and urban context.** Analyze and visualize the existing site and urban context for the library building, including the surrounding parcels, buildings, parking lots, topography/natural resources, and views.
 - Site and urban context mapping. Create maps for the study area that visualize existing conditions:
 - Land uses (existing, future), zoning districts, property ownership, site grades, parking, sidewalks, lighting, street furnishings, signage, etc.
 - Site and urban context analysis diagram. Create a diagram for the site that visualizes issues and considerations:
 - Building footprints/setbacks, complementary land uses, parking, site access, views, landscaping, screening, slopes/stormwater, ADA requirements, and historic character.
 - Develop a visual and narrative understanding of the current site and urban context.
- **Facilitate Community Outreach and Input.** Lead a community engagement effort to gauge the community's perspective on potential types of building reuses within the current and potential future contexts.
 - Identify and engage stakeholders such as city staff and elected officials, Dakota County staff and elected officials, historical society, Marie Ave business /economic development organizations (e.g. Chamber of Commerce, South St. Paul Future), schools, arts organizations, non-profit organizations, and the general public.
 - Create materials for outreach activities and input opportunities, including information to explain site characteristics, viable reuse ideas, and potential concepts, including adaptive use precedents.
 - Develop a community outreach and input plan utilizing a combination of the following:
 - Meet with core city staff to review the engagement approach and check in at regular intervals throughout the project.
 - Establish a core stakeholder group.
 - Analyze and distill results from stakeholder groups and community input.
- **Private Market Analysis and Developer Outreach.** Lead outreach efforts to evaluate the private market response to the site as a financial asset and redevelopment opportunity.



- Identify local and regional developers with the capacity and experience to complete a privately-led redevelopment
- Conduct focused interviews to determine private market barriers and opportunities, and potential interest in privately-led redevelopment
- **Identify and Analyze** various categorizations of reuse, including occupancy types, ownership models, site & urban context, and results from outreach.
- **Evaluation of Opportunities & Challenges to Various Reuses.** Analyze the categorical uses for historic, physical, and code implications, as well as neighborhood context to inform three representative options for further study.
- **Options Development.** Based on the results of community and private developer engagement, combined with the technical framework of Step 1 and city staff input, three reuse options will be developed for funding and financial viability in Step 3.

➔ *Step 2 Deliverables: Engagement Outcomes and Reuse Options Table*

Step 3: Project Funding

For the three reuse options, we will develop project costs, project funding models, and conceptual operating proformas. This step will include:

- **Estimating the Cost of Reuse**, including the minimum baseline cost for any reuse, and then pricing the cost of renovation for specific program options.
- **Identify and Evaluate Funding Sources** for publicly- and privately-led redevelopment, including those specific to program, building systems, and neighborhood context, and including gap analysis (amount and gap sources)
- **Operating Financial Viability**, including conceptual operating proformas for public and private ownership

➔ *Step 3 Deliverable: Three (or more) Adaptive Re-use Options*

Step 4: Conclusion

New History will lead the project team in creating final reports and presentations.

- **Final Report:** compile and summarize the deliverables from Steps 1-3, with presentation of findings and recommendations, followed by review and discussion by the team, solicitation of feedback from City staff, and final edits.
- **Presentation** to the City Council of the results and conclusions of the study.

➔ *Step 4 Deliverables: Report and Presentation*



Consulting Fees

Our work will be provided of a fixed fee basis, and billed on a percentage of completion per step. Invoices will be sent monthly, unless requested otherwise. Please see the attached Hourly Rates for additional information. Reimbursable expenses are included in the totals below, and are not expected to exceed \$2,000 total.

Phase	Estimated Effort	Fee
Step 1: Building Definition	320 hours	\$47,500
Step 2: Program Development	440 hours	\$66,000
Step 3: Project Funding	130 hours	\$23,000
Step 4: Conclusion	90 hours	\$13,500
Total	980 hours	\$150,000

Additional services offered:

Add Alternate #1: TIF	40 hours	\$6,000
Add Alternate #2: Grant Application	24 hours	\$3,500



WORKPLAN: South Saint Paul Library Reuse Study

Team Members

	New History	HKGI	Windsor	Braun	Rockwise
OVERALL PROJECT					
August 2024 - May 2025					
Total Commitment Estimated In Hours per party (see breakout per step and task below)					
(Note: Includes general project management tasks such as notes and meetings by New History throughout)					
390 246 182 118 50					
Step 1: Building Definition					
August 2024 - September 2024					
Desktop Assessment	100	46	52	76	0
<i>Research</i>					
Historic (library history, SSP, context)	10				
Documentation	4				
Neighborhood context	4	12			
Operating expenses			4		
Cursory blight context study		4		24	
<i>Code Review</i>					
Architectural	12				
Energy	4		4		
Zoning		10			
<i>Reporting</i>					
Report narrative	4				
On-site Physical Assessment					
<i>Scanning</i>					
Matterport scanning (3rd party, included)	22				
<i>Architectural (Re-assessment)</i>					
Façade and building shell	8				
Foundation: revisit "Infiltration Issues"	8				
Accessibility					
<i>Structural</i>					
ID & evaluate structural systems	4				
Structural condition assessment	8				
<i>Civil & Site</i>					
Review site drainage, impervious area, parking			8		
<i>Building Systems (Mech, Elect, Plumbing, Fire)</i>					
ID/confirm building systems			12		
MEP, FP conditions assessment			12		
<i>Materials Assessment</i>					
Hazardous Materials Survey				20	
Non-Destructive Testing				20	
<i>Reporting</i>					
Synthesize & update condition assessment	12	20	12	12	
<i>Deliverable: Baseline Report of Conditions and Document Inventory</i>					
Step 2: Program Development					
December 2024 - April 2025					
Explore Options	170	152	88	16	0
<i>Facilitate Outreach</i>					
Community engagement (including public meeting)	12	32			
Assemble team of representative public stakeholders		12			
Private market analysis & developer outreach	8	8			
<i>Identify & Analyze</i>					
Identify categorical uses (code occupancy types)	8		4	4	
Analyze various ownership models	8				
Analyze building site and urban context		32			
Analyze & distill results from outreach		24			
<i>Reporting</i>					
Summarize exploration & catalogue options	4	12			
Meet with SSP city staff to review options	4	8			
Evaluate Opportunities & Challenges to Various Reuses					
<i>Analysis</i>					
Historic implications (historic preservation standards)	16				
Physical & code implications	12		20		
Neighborhood implications		12			
Market implications	8				
Options Development					
<i>Expand on 3 representative options</i>					
Identify 3 or more reuse alternatives	14	4			
Inform work scope needed for each option	24		24	4	
Provide concepts and narrative for each option	40	8		8	
Provide Narrative of Structural, MEP, Civil systems per option	12		40		
<i>Deliverable: Engagement Outcomes and Reuse Options Table</i>					



WORKPLAN: South Saint Paul Library Reuse Study

Team Members

	New History	HKGI	Windsor	Braun	Rockwise
Step 3: Project Funding					
December 2024 - March 2025					
Estimate Cost of Reuse	80	12	30	24	48
<i>Define Minimum Reuse Cost</i>					
Repairs & abatement needed regardless of use	4		8	2	4
Baseline utility costs	4		12		4
<i>Define Rehabilitation Cost per Option</i>					
Renovation of existing for specific uses	4		2	2	16
Partial / Targeted Demolition, Abatement	2			4	8
New Construction	2		2		8
Identify & Evaluate Sources					
<i>Identify & Inform Funding & Financing Options</i>					
Program-specific (i.e. housing)	4				
Private Ownership model (tax incentives, etc.)	4		4		
Public ownership model (bonding and city tools)	4				
Tax-increment Financing and Clean-Up Funds		4		14	
Feasibility and Reporting					
<i>Analysis</i>					
Evaluate pros & cons of options. Economical & functional merits	4	4	2	2	4
Identify and inform funding 'gap'	8				
Assess economical & functional merits of options	20				
Conceptual Pro-forma for 3 options	12				4
Provide recommendations aligned with stakeholder goals	8				
<i>Deliverable: Three (or more) Adaptive Re-use Options</i>					
Step 4: Conclusions and Presentation					
April 2025					
Reporting	40	36	12	2	2
<i>Production</i>					
Compile and compose summary and recommendations for review	12		6		
Produce visual representation of findings	4	12			
Review by all team members	4	4	4	2	2
Solicit review by city staff	2	2			
<i>Finalizing</i>					
Incorporate final feedback	4	4			
Produce & Deliver final report	12	12			
Presentation					
<i>Delivery</i>					
Conduct presentation to City Council	2	2	2		
<i>Deliverable: Report and Presentation</i>					

5. PROJECT TEAM



KIRK T. DAVIS, PE

Managing Partner

Project Role: Principal and Project Manager

davis@newhistory.com | 612.843.4142

Kirk brings a mix of design, construction, and practicality to historic buildings. He leverages over 15 years of experience in the engineering and reuse of existing and historic structures. Balanced with experience in new construction, his unique blend of skills in many materials, sectors, and project sizes brings a versatile toolset to reusing buildings and structures. Above all, he enjoys the strategic thinking and feasibility phase of exploring what's next for a building, and creating an actionable path to get there.

Kirk has extensive experience in historic redevelopment, adaptive reuse, project management, and team leadership. Some notable buildings in his career include the Pillsbury A-Mill, the Pillsbury Machine Shop, Malcolm Yards, Wycliff Industrial Suites, The Hamm Building in St. Paul, and the renovation of Northstar Center in Minneapolis.

Education

University of Minnesota
Bachelor of Civil Engineering

Norwich University, Vermont
Master of Civil Engineering

Adjunct Teaching Experience

University of Minnesota School of Architecture
Building Structures Fundamentals
Structural Building Systems

University of Minnesota Construction Management
Materials and Structures

Qualifications

Licensed Professional Engineer in the State of Minnesota

Representative Project Experience

Northstar Center Redevelopment, Minneapolis, MN

JJ Hill Center Redevelopment, St. Paul, MN

Heritage House Apartments,* St. Paul, MN

Aaron Carlson Manufacturing Site Redevelopment,
Minneapolis, MN

Hamm Building* St. Paul, MN

Lumber Exchange Redevelopment, Minneapolis, MN

Washington Manor Renovation Consulting, Virginia, MN

Sandstone School Workforce Housing, Sandstone, MN

(*while with Meyer Borgman Johnson)





MEGHAN ELLIOTT, P.E., ASSOCIATE AIA

Founding Principal

Project Role: Real Estate Finance and Project Funding
elliott@newhistory.com | 612.501.6832

As New History's founder, Meghan leverages her interdisciplinary background and over 20 years of experience to provide innovation and industry leadership in the field of historic building redevelopment. Meghan is acting President of New History, and also leads our sister company, Jillpine – a one-person real estate development company for high-potential historic properties. Meghan brings first-hand real estate development experience to New History's team and clients. Meghan's expertise has been recognized locally and nationally, and she has served on many nonprofit and industry boards.

Education

University of California, Berkeley
Master of Science, Civil Engineering
Master of Architecture
National Science Foundation Research Fellow

Rice University
Bachelor of Science, Civil Engineering
Bachelor of Arts, Studio Art and Art History

Selected Professional Recognition

Former Commissioner, Minneapolis Heritage Preservation Commission (HPC)
MN Real Estate Journal Woman of the Year 2023
Preservation Action Here of the Year 2023
American Institute of Architects – Minnesota Collaborative Achievement Award 2022
Urban Land Institute (ULI) National Council for Redevelopment and Reuse, Assistant Chair

Qualifications

Licensed Professional Engineer in MN and CA
Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61) in Historic Architecture

Representative Projects

Abbey Apartments, Minneapolis, MN
The Dayton's Project, Minneapolis, MN
Redevelopment Consultant to the Red Wing Port Authority, City of Northfield, City of Cottage Grove, and Duluth Economic Development Authority
Fort Snelling Visitor Center, Ramsey County, MN
JJ Hill Center, St Paul, MN
Leijona [historic St Louis County Jail],* Duluth, MN
Northstar Center, Minneapolis, MN
Peavey Plaza Revitalization, Minneapolis, MN
Sandstone School Workforce Housing,* Sandstone, MN
Sandvold Lakeshore Learning Center, Wayzata, MN
(* As developer)





JEFF MILLER AICP
Associate | Project Manager
jmiller@hkgi.com

Years of Experience: 25

Education

Master of Planning, University of Minnesota

B.A., Economics, St. Olaf College, Northfield, MN

Registration

American Institute of Certified Planners, Certification #025995

Awards

2019 MN APA Excellence in Community Engagement Award - Red Wing 2040 Community Plan

2017 MN APA Success Stories in Implementation Award - Chaska Downtown Master Plan

2017 MN APA Context in Planning Award - Eliot School Site Reuse Study - St. Louis Park, MN

2014 MN APA Planning in Context Award - Chaska Downtown Signage Design Guidelines

Introduction

Jeff will serve as HKGi's Project Manager and will coordinate the firm's work on the project. He will also provide expertise in the areas of land use planning, zoning and design guidelines, urban design, and stakeholder engagement.

Jeff has more than twenty years of experience and has provided planning leadership and expertise for several site and neighborhood redevelopment projects. His professional background includes work as a municipal planner as well as an urban design researcher, so he is able to consider site reuse projects such as this one from a variety of perspectives. He integrates planning principles with urban design principles to ensure the two disciplines work in tandem with one another, and he understands the types of information, recommendations and strategies city staff will need to achieve its objectives for this site and its surrounding context.

Relevant Project Experience

- City Square West Site Redevelopment Plan | Chaska, MN
- Eliot School Site Redevelopment Plan and Design Guidelines | St. Louis Park, MN
- Downtown Redevelopment Plan | Golden Valley, MN
- Historic Preservation and Mixed Use Zoning Ordinance Revisions | Stillwater, MN
- Downtown Signage Design Guidelines and Downtown Business Entry Design Guidelines | Chaska, MN
- City Square Park Renovation | Chaska, MN
- Pier D Small Area Plan | Duluth, MN
- Downtown Development Guide | Lakeville, MN
- Downtown Redevelopment Plan | Farmington, MN

Jude Homola, PE | Mechanical Engineer

Jude Homola brings extensive experience in mechanical engineering with a focus on adaptive reuse projects and historic building renovations. His background as an apprentice plumber provides him with valuable field experience and a deep respect for the trades, making him uniquely qualified to assess and reimagine the mechanical systems of the former South St. Paul Public Library.

With expertise in geothermal projects and wastewater heat recovery systems, Jude is well-positioned to explore innovative, sustainable solutions for the library building. His skills in conducting feasibility studies, energy modeling, and balancing historic preservation with modern system integration make him an ideal candidate for the adaptive reuse study. Jude's collaborative approach ensures seamless coordination with architects, owners, and other stakeholders throughout the process.



Education and Certifications:

- BS, Mechanical Engineering, Washington State University, Vancouver, WA (ABET Accredited)
- Construction Apprenticeship Training Committee (CATC) - Plumbing
- Welding and Metal Fabrication Classes, Clark College
- Licensed Professional Engineer in WA, OR, OH, MN, WI

Representative Projects with New History:

Leijona (Duluth, MN)

Like many jails, the former Saint Louis County jail in Duluth is a challenging building type to reuse as it is comprised of many small cells that make up the structural system. The building was stripped for demolition and has been vacant for over 15 years. In addition, financing a complex reuse project is challenging and generally involves multiple funding sources including historic tax credits, tax increment financing, and grants. Windsor collaborated with the design team to create 33 residential units in the former jail, explore system options, coordinate with existing building elements, and coordinate/obtain project funding and support.

Sandstone (The Rock) Assessment (Sandstone, MN)

Windsor provided schematic design and MEP system assessment for the conversion of the historic Sandstone High School. The building is currently in the development phases for converting the building to housing. Windsor also provided a geothermal assessment to verify the feasibility of electrifying the building showing a commitment to sustainability while navigating tax incentives and direct pay rebates.

EDUCATION

B.S., Geology, Chemistry Minor,
University of Minnesota

PROFESSIONAL REGISTRATIONS

Professional Geologist
License No. 57703

CERTIFICATIONS

Minnesota Department of Health
Accredited Asbestos Inspector
No. A112434

40-Hour HAZWOPER Certification and annual
refresher training

10-Hour OSHA Construction Outreach Training

OSHA 29 CFR 1910.132
Personal Protective Equipment Training

OSHA 29 CFR 1910.134
Respiratory Protection Training

Fall Protection Training

Confined Space Entry Training

PROFESSIONAL AFFILIATIONS

AIPG Professional Member
MEM-2861

Mr. Michael has worked in the environmental field since 2012 and has experience with environmental investigations, remediation, and project management. Justin is responsible for conducting Phase I Environmental Site Assessments (ESAs), Phase II ESAs, hazardous building material surveys, environmental grant cleanup applications, coordinating with Minnesota Pollution Control Agency (MPCA) staff, and administering construction oversight. Justin has been involved with projects related to remedial investigations, petroleum release sites, and hazardous waste sites. His experience also includes data evaluation and preparation of technical environmental documents.

PROJECT EXPERIENCE

- *Amber Union, Falcon Heights, Minnesota* — A modern housing project that reused a historic building, the former Grain Terminal Association headquarters, in Falcon Heights, Minnesota that required remediation of asbestos, lead-based paint, other regulated building materials, contaminated soil cleanup, and soil vapor intrusion mitigation engineering controls to facilitate building conversion. Mr. Michael was responsible for overseeing the remediation contract with the owner, implementing cleanup plans, enforcing project budgets, management of environmental cleanup grant monies, testing, and facilitating issuance of final regulatory closure letters for the project.
- *The Nordic, Minneapolis, Minnesota* — A mixed-use market rate housing and office project located in the Warehouse District of downtown Minneapolis that required remediation of a historic neighborhood dump. Mr. Michael was responsible for overseeing completion of environmental remediation services, management of environmental cleanup grant monies, testing, and closure reporting.
- Mr. Michael has assisted or overseen the cost-effective management and coordination of remedial activities for dozens of commercial brownfield redevelopments for clients, which included the installation of vapor intrusion mitigation systems, groundwater and soil remediation, and removal and disposal of other regulated materials.



JONATHAN MURRAY, LEED AP

SENIOR COST CONSULTANT

RELEVANT EXPERIENCE

SOUTH ST. PAUL LIBRARY / SOUTH ST. PAUL, MN

PROJECT COST: \$7.2 MILLION ARCHITECT: HCM ARCHITECTS

This project included a 16,146 SF interior renovation and addition to the existing space. To complete the project, it required a tear down of a 1964 addition in order to create a new addition that better suited the communities needs. The interior upgrades consisted of tearing down all the walls constructed in 1927 to add restrooms, community spaces, conference rooms, and offices.

HUNTLEY LIBRARY/ HUNTLEY, IL

PROJECT COST: \$9.9 MILLION ARCHITECT: WOLD AE

This project consisted of an interior renovation of the existing building, and an addition to provide the user group with more programming space. Utilizing a phased approach to construction, the library was able to remain open during construction. This strategy heightened awareness from Loeffler to provide critical estimating detail in the transition between the two phases.

ROCKFORD ROAD LIBRARY / CRYSTAL, MN

PROJECT COST: \$4.6 MILLION ARCHITECT: MOHAGEN HANSEN

Rockwise provided cost consulting services to Mohagen Hansen from Pre-Design through Design Development. This project will provide both interior and exterior improvements, and will split work into two phases. Upgrades will include a new parking lot, exterior finishes, and various interior improvements to better serve the communities needs.

ADDITIONAL PROJECTS

- Winona State Krueger Library
- Silver Bay Public Library
- HC Westonka Library
- Anoka County Library
- Dakota County Galaxie Library
- Metro State Student Center & Library Renovation
- Rice Recreation and Library
- Franklin Library Renovation

Jonathan is an experienced senior cost consultant who has completed hundreds of projects from the estimating phase through job completion. He has experience working in multiple market segments including multifamily, K-12, higher education, data centers, historic renovations, commercial and industrial. His strengths include strong leadership, team orientated, and a commitment to delivering projects that exceed client expectations.

EDUCATION

- University of Wisconsin - Stout
- BS - Construction

TRAINING

- LEED AP
- Associate Constructor





6. PREVIOUS EXPERIENCE

NEW HISTORY CASE STUDY: ABBEY APARTMENTS

Location: Minneapolis, Minnesota

Client(s): Minneapolis College

Project Date: 2013–2021

Project Team Members: New History (Meghan Elliott, Lauren Anderson)

Client Reference: Roger Broz, Facilities Director, (612) 659-6805, roger.broz@minneapolis.edu

Project Scope:

- Condition assessments
- Assessment of adaptive reuse feasibility
- Development of reuse options
- City of Minneapolis heritage preservation approvals for reuse
- State of Minnesota Historic Sites Act approvals (Section 138)
- Minnesota Historic Property Record completion
- Developer outreach and request for proposals
- Project Management and Owner's Representation for State of Minnesota
- Review of Construction Plans for impact on campus
- Coordination of multiple stakeholders (state, city, neighborhood, and private developer)



In 2013, the former Wells Family College Center on the Minneapolis College campus was vacant, in need of extensive repairs, and identified as surplus property by the State of Minnesota. However, the building, also called the historic H. Alden Smith House, was listed in the National Register of Historic Places in 1976, and is a designated Minneapolis local landmark. The College was gifted the historic building in 1996, but did not have a compatible use or need. MCTC retained New History to help them develop and implement a reuse strategy for the building.

New History's first phase of work included updating previous condition assessments to reflect current conditions, compiling and analyzing current operational costs, and developing cost estimates for immediate masonry and roof stabilization – which led to the decision to look at alternative uses and owners for the building. In order to develop a financially viable reuse, New History explored a variety of education and non-profit partnerships and end-users, and ultimately the transfer of the building to private ownership. New History led the process of representing the State of Minnesota as the current owner, the identification of a qualified private developer, and the transfer of the property through the City of Minneapolis to private ownership.

The historic mansion was redeveloped by a private developer in conjunction with adjacent new construction to create downtown housing at the edge of the campus. The reuse of the historic H. Alden Smith House highlights New History's cross-disciplinary approach to create economically viable solutions for long-term stewardship.



NEW HISTORY CASE STUDY: SANDVOLD LAKESHORE LEARNING CENTER

Location: Wayzata, Minnesota

Client: City of Wayzata

Project Date: 2019 - 2023

Project Team Members: New History
(Meghan Elliott, Quentin Collette)

Project Reference:

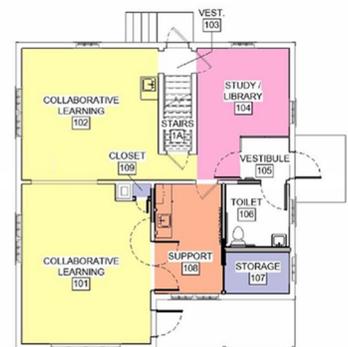
Jeffrey Dahl, City Manager

(952) 404-5309, jdahl@wayzata.org



Project Scope:

- Updated conditions assessments
- Construction documents for stabilization
- Design Guidelines and Plan for Reuse
- National Register nomination
- Donor cultivation support
- Development of reuse options



The Section Foreman House in Wayzata, Minnesota is a rare surviving example of railroad worker housing. By 2019, decades of exposure to lakeside weather and recent vandalism had compromised the condition of the 1902 city-owned house. New History worked with a team of stakeholders, including the City of Wayzata, the Wayzata Conservancy, the Wayzata Heritage Preservation Board, and the Wayzata Historical Society to develop and implement a reuse strategy. To address the immediate need for building stabilization, New History completed an updated conditions assessment and provided recommendations and construction documents for stabilization. Next, New History completed a Design Framework for Reuse that provided guidance for future reuse and design decisions based on anticipated historic preservation regulations for the project as well as best practices for heritage planning and preservation.

The Section Forman House is part of the larger Panoway on Wayzata Bay project, and will become the Sandvold Lakeshore Learning Center. New History worked closely with the city to identify a feasible publicly-led reuse of the building. New History also completed a National Register of Historic Places (NRHP) nomination for the property to support the Wayzata Conservancy’s donor cultivation efforts as well as project funding plans. Archival research for the nomination uncovered historic documentation not reviewed in past evaluations of the property, bringing additional areas of the property’s historic significance to light. The construction of the Sandvold Lakeshore Learning Center is planned for a future phase of the Panoway project.

The redevelopment of the Section Foreman House illustrates New History’s ability to work with municipalities as they contemplate a wide variety of uses and pathways for blighted and abandoned buildings that represent community heritage.



NEW HISTORY CASE STUDY: SANDSTONE SCHOOL WORKFORCE HOUSING

Location: Sandstone, Minnesota

Client: City of Sandstone and Jillpine

Project Date: 2022 – present

Project Team Members: New History (Meghan Elliott, Kirk Davis), Braun Intertec (Justin Michael)

Project Reference:

Kathy George, City Administrator
(320) 245-5241, administrator@sandstonemn.com



Project Scope:

- Historic tax credit certification
- City's representative through first phase of construction, including hazardous materials abatement, structural repairs, roof replacement, and selective demolition
- Coordination of subconsultants and general contractor
- Planning and preparation for future reuse



The historic Sandstone School was decommissioned by the local school district in 2024. The building was sold twice for \$1, and both times reverted back to City ownership through tax forfeiture after failed redevelopment attempts. In 2022, the building was vacant, blighted, and contaminated with several areas of structural collapse. Meghan Elliott, Founder of New History and Principal of Jillpine (a real estate development company) developed a plan and strategy for reuse of the building as workforce housing. Meghan assembled a project team including New History and Braun Intertec, among others, to evaluate reuse options and assemble funding sources.

This challenging project represents a significant collaboration between the City of Sandstone, Meghan Elliott with Jillpine (as private developer), and New History. With Meghan's leadership and experience as a developer, New History brings extensive experience in historic building reuse and materials, design and construction for reuse, and funding sources for historic building redevelopment – including historic tax credits, tax increment financing, contamination clean-up loans, grants, and public bonds. The 3.0-acre site will provide 31 units of much-needed workforce housing in the region. New History, in collaboration with Jillpine, has planned and led the redevelopment.

The adaptive reuse of the Sandstone School represents the significant benefit and potential that New History can bring to challenging reuse projects by leveraging Meghan Elliott's real estate development experience and sister company in real estate development (Jillpine) along with an extensive network of experienced professionals and project funding sources.



NEW HISTORY CASE STUDY: PEAVEY PLAZA REVITALIZATION

Location: Minneapolis, Minnesota

Client: City of Minneapolis and Coen + Partners

Project Date: 2017–2020

Project Team Members: New History (Meghan Elliott, Lauren Anderson, Quentin Collette)

Project Reference:

Jennifer Swanson, Interagency Coordinator,
612-673-2529, jennifer.swanson@minneapolismn.gov

Project Scope:

- Assessment of historic materials
- Community stakeholder engagement
- Minnesota historic preservation approvals
- Design guidance for historic preservation
- Construction oversight for historic preservation



Since 2011 the City of Minneapolis had explored options to repair and revitalize the iconic civic plaza located on the prominent Nicollet Mall in downtown. The Modernist landscape designed by renowned American landscape architect M Paul Freidberg + Partners was ahead of its time when it opened in 1975: the water features relied on new technology in their operation, some of the materials used for the Plaza had not been tested in such a harsh urban environment, and the vegetation required constant but hard-to-access maintenance. The site was listed in the National Register of Historic Places in 2013 for its representation of American Modernist landscape design, but the stepped terraces, water features, and areas of turf made most of the area inaccessible. By 2017, the Plaza was in disrepair, the water features were inoperable, and the Plaza sat generally unused.

The City's goals for the revitalization project included reactivating the Plaza, providing permanent accessibility, and improving safety, maintenance, and sustainability – all while honoring the historic character of the site. The challenging design project required consultation with the State Historic Preservation Office (SHPO). New History was retained by the lead designer, Coen+Partners, to advise on the design with respect to preservation standards, lead the preservation regulatory review approval process, assess historic materials, and collaborate across stakeholders. During the construction phase of the project, New History was retained by the City to provide oversight to ensure that preservation standards were met throughout the construction duration, including review of construction techniques, review of contractor submittals and requests for information, and weekly walk-throughs.

The revitalization of this central civic space is critical to an active and safe downtown environment. The key interventions, including restoration of the historic water features, integration of accessibility, and creation of spaces to support a variety of programs will reactivate and restore the historic use of this space, and support new uses for the next generation.

Eliot Community Center Site Reuse Study & Design Guidelines

ST. LOUIS PARK, MINNESOTA



Design guidelines diagram illustrating building massing and siting preferences.



HKGi developed several site concepts to illustrate the community's design preferences. Final development featured several elements in this concept, including the new connecting street, open space along Cedar Lake Road (without additional parking), and general building siting.

Following the closure of the Eliot Community Center, the City of St. Louis Park and St. Louis Park Public Schools District commissioned a site reuse study to identify the community's preferences for the future reuse of this building and 4.3-acre site. In addition to facilitating the study's community involvement process, HKGi developed several alternative site reuse concepts that explored redevelopment issues, identified community preferences, evaluated economic feasibility, and built consensus for the concepts and the design guidelines.

Redevelopment of the site followed several study recommendations and followed the general site reuse principles. These elements include a new pedestrian-friendly street in the middle of the block; 3-story, medium-density residential buildings that front the neighborhood streets to the east and west; green open space fronting Cedar Lake Road and matching the setback of the community center; underground parking for residents; and step backs for the topmost floor of the buildings.

AWARDS

2017 MN APA Planning in Context Award

REFERENCE

Sean Walther
Planning/Zoning Supervisor
952-924-2574
swalther@stlouispark.org

City Square West Site Redevelopment Plan

CHASKA, MINNESOTA



HKGi provided planning and design leadership for a multidisciplinary team charged with exploring redevelopment concepts for a key parcel in downtown Chaska. The team assembled by HKGi included an architect and a real estate developer who could provide commercial and residential market conditions and feasibility expertise.

The team, including representatives from the City, key stakeholders, and current property owners, explored a variety of redevelopment scenarios and assessed each scenario for its economic feasibility and for its ability to contribute to the vision established in Chaska's Downtown Master Plan. A key element emphasized in the redevelopment concepts is the Paseo Connection, an attractive, safe, north-south mid-block connection that uses alleyways as premier pedestrian thoroughfares. Exploration of the redevelopment concepts for this block focused on ways to activate the Paseo with alley-facing businesses and placemaking elements.

HIGHLIGHTS

- Development scenario testing for feasibility, market factors, and revenue generation capacity
- Vision includes a strong public space element that provides an amenity for private development
- Public spaces will provide community with a premier gathering place downtown

REFERENCE

Nate Kabat
Community Development Director
952-448-9200
nkabat@chaskamn.gov



NEW HISTORY ADDITIONAL REPRESENTATIVE PROJECTS

Projects for Cities and Government Units

Biermann House Transfer, Olmsted County

Brainerd Water Tower Historic Structure Report (HSR), City of Brainerd

CA Smith Historic District Designation Study and Design Guidelines, City of Minneapolis

Coffman-Hallan Building Evaluation of Historic Significance, City of St. Louis Park

Commercial Streetcar Historic Context Study, City of Minneapolis

Como Avenue Congregational Church Historic Designation Study, City of Minneapolis

Comprehensive Plan Preservation Chapter, City of Albert Lea

Dunning School Evaluation of Significance, City of Champlin

Easton Water Tower Evaluation of Significance, City of Easton

Excelsior Commons Master Planning, City of Excelsior

Façade Grant Program, City of Litchfield

Fifth Street Historic District Design Guidelines, City of Minneapolis

Former Bauer Built Tire Site Redevelopment, City of Red Wing

Hennepin County Medical Center Historic Narrative, Hennepin County

Historic Reconnaissance Survey, City of Tracy

Jacobsen Building Grant Support, City of Albert Lea

Lynnhurst Local Historic Designation Study, City of Minneapolis

MBC Mayor's Office Plaster Repair, Municipal Building Commission (with MSR)

Minneapolis in the Modern Era Historic Context Study, City of Minneapolis

Minneapolis College Management and Education Center Historic Preservation Approvals,
Minneapolis College

Northfield Post Office Redevelopment Consulting, City of Northfield

Peavey Plaza Revitalization, City of Minneapolis

Pillsbury Snyder Mansion Designation Study, City of Minneapolis

Preservation Planning Services, City of Rochester

Public Service Center and City of Lakes Evaluation of Historic Significance, City of Minneapolis

Riverview Library Renovation, Saint Paul Public Libraries

Rochester Commercial Historic District, City of Rochester

Section Foreman House Reactivation, City of Wayzata



Seneca Foods and Graham Park Evaluation of Significance, Olmsted County
Silver Lake Power Plant Evaluation of Historic Significance, City of Rochester
Tracy Municipal Building Capital Planning and National Register Nomination, City of Tracy
Washington Manor Historic Building Consulting, City of Virginia Housing & Redevelopment Authority
Water Works Evaluation of Historic Significance, City of Minneapolis
Windego Park Auditorium National Register Evaluation, City of Anoka
Winona Financial Incentives Education & Outreach Plan, City of Winona

Adaptive Reuse Projects in Minnesota

30 North First Street [historic Market Hotel], Minneapolis, MN
224 North First Street [aka Ribnick Fur Building], Minneapolis, MN
Albert Lea VFW [historic Danish Brotherhood Society Lodge 75 and Rasmus Jensen Building]
Amber Union [historic Farmer's Union Grain Terminal Association Headquarters], Falcon Heights
Beck Building, Winona, MN
Board of Trade Lofts, Duluth, MN
Brill Building [historic JH Martin & Co Building and Stearns Building], Minneapolis, MN
Central Square [fka Central Grade School], Winona, MN
Carlton Lofts [fka Cloquet Middle School], Cloquet, MN
Coliseum Building, Minneapolis, MN
The Commission House [fka Seestedt Carpets Building], St. Paul, MN
Commutator Foundry, Minneapolis, MN
Cove Apartments [historic Builder's Exchange and Interstate Auto Buildings], Duluth, MN
Cove 2 Apartments [historic Hockin Furniture Building], Duluth, MN
The Dayton's Project [historic Department Store], Minneapolis, MN
Duluth Armory, Duluth, MN
Emerson Union Apartments [historic New Ulm High School], New Ulm, MN
Hamm's Brewery, Saint Paul
Hollywood Theater, Minneapolis, MN
Hope Breakfast Bar [historic Hope Engine Co. No. 3 Fire Station], St. Paul, MN
The Jax [historic Michaud Brothers Manufacturing], St. Paul, MN



JJ Hill Center, Saint Paul

Latsch & Son Building [historic Kirch-Latsch Building], Winona, MN

Leijona [historic St Louis County Jail], Duluth

Maison Marguex, Minneapolis, MN

NorthStar Center, Minneapolis, MN

Park Elementary School, Le Sueur

Press House Apartments [historic Minnesota Mutual Life Insurance Building], St. Paul, MN

Pletke Building, Winona, MN

102 Walnut, [historic Erpelding Block], Winona, MN

The Rathskeller [historic Schmidt Brewery Complex Office], St. Paul, MN

Real Estate Equities Corporate Offices [historic Trott-Birch Boarding House], St. Paul, MN

Sandstone School Workforce Housing, Sandstone, MN

Sandvold Lakeshore Learning Center [historic Section Foreman House], Wayzata, MN

Leijona [historic St. Louis County Jail], Duluth, MN

Switch House [historic Union Railway Storage Building fka The Soap Factory], Minneapolis, MN

Uptown Lofts [historic Joyce Memorial Church], Minneapolis, MN

Wabasha Dentistry [historic HH Jewell Building], Wabasha, MN



NEW HISTORY

ATTACHMENT B
DRAFT PROFESSIONAL SERVICES AGREEMENT WITH NEW HISTORY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and executed this _____ day of _____, 2024, by and between the City of South St. Paul, 125 3rd Avenue North, South St. Paul, MN 55075, (“City”) and New History, 575 9th Street SE, Suite 215, Minneapolis, MN 55414 (“Consultant”).

WHEREAS, the City has accepted the proposal of the Consultant for certain professional services; and

WHEREAS, Consultant desires to perform the professional services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. **SERVICES.**

- a. City agrees to engage the Consultant as an independent contractor for the purpose of performing certain professional services (“Services”), as defined in the following documents:
 - i. Consultant’s proposal submitted to Monika Miller, the Associate Planner for the City, on July 12, 2024 for an adaptive reuse study for the South St. Paul library (the “Adaptive Re-Use Feasibility Study”) incorporated herein as Exhibit 1;
 - ii. City Council Agenda Report dated August 5, 2024, containing the Award Quote for the Library Adaptive Re-Use Feasibility Study, in the amount of \$150,000, (the “Report”) incorporated herein as Exhibit 2.

(Hereinafter “Exhibits.”)

- b. Consultant shall begin performance of the Services, as set forth in Exhibit 1, upon execution of this Agreement and must complete all Services by May 31, 2025 unless agreed to in writing by the City.
- c. Consultant covenants and agrees to provide and perform the Services to the reasonable satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.

- d. Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement. Consultant represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment for the Services as set forth in the Exhibits.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- c. Consultant shall submit itemized bills for the Services provided to the City on a monthly basis. Bill submitted shall be paid in the same manner as other claims made to the City.

3. TERM. The term of this Agreement shall commence on the date this Agreement is signed by both parties and terminate upon the completion of the Services set forth in the Exhibits hereto. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.

4. TERMINATION.

- a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for the Services rendered and reimbursable expenses incurred until the effective date of termination.
- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure the default or to submit a plan to cure the default that is reasonably acceptable to the other party.

5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.

6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of the Services.
7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.
8. CITY'S REPRESENTATIVE. The City has designated Monika Miller, Associate Planner to act as the City's representative with respect to the Services to be performed under this Agreement. She shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Consultant has designated Kirk Davis to be the primary contact for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace these designated staff without the approval of the City.
10. INDEMNIFICATION.
 - a. Consultant and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses (including, but not limited to, reasonable attorneys' fees) to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
 - b. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees, and/or subcontractors, except to the extent caused by City. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees, except to the extent caused by

Attention: Monika Miller, Associate Planner

Or e-mailed: mmiller@southstpaul.org

If to Consultant: New History
575 9th Street SE
Suite 215
Minneapolis, MN 55414
Attention: Kirk Davis

Or e-mailed: davis@newhistory.com

14. INDEPENDENT CONTRACTOR STATUS. All services provided by Consultant, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Consultant or as independent contractors of Consultant and not as employees of the City for any purpose.

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing and signed by both parties. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in a federal or state court with jurisdiction over Dakota County, Minnesota.
- d. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- e. 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.
- f. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

CITY OF SOUTH ST. PAUL

By: _____
James P. Francis, Mayor

ATTEST:

By: _____
Deanna Werner, City Clerk

Date: _____

NEW HISTORY

By: _____

Its: _____

Date: _____



CITY COUNCIL AGENDA REPORT

DATE: AUGUST 5, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: RG

8-H

AGENDA ITEM: Approve Professional Services Agreement with Swanson Haskamp Consulting, LLC for the South Concord Corridor Study

ACTION TO BE CONSIDERED:

A motion to approve Resolution 2024-97 approving a professional services agreement with Swanson Haskamp Consulting, LLC for the South Concord Corridor Study.

OVERVIEW:

Background

South St. Paul adopted its 2040 Comprehensive Plan in October of 2020. The adopted plan calls for a study of the South Concord Corridor to take place within 5-10 years. Completion of this study is considered Action 4.3 of the City's Land Use Plan, Action 5.3 of the City's Economic Development Plan, and Action 7.3 of the City's Transportation Plan. City Staff began scoping this far-reaching project in 2022 and the project scope has been refined over the past two years. As proposed, the South Concord Corridor Study will include a market study, the development of a cohesive vision for the corridor, and a zoning code and zoning map update. The City will need to partner with a qualified consultant team to complete the project.

The City Council discussed the South Concord Corridor at their May 28th Worksession and directed City Staff to move forward with the study and seek Redevelopment Incentive Grant (RIG) funding from the Dakota County CDA to help fund the project. The City was successful in obtaining a RIG grant. The RIG program will provide up to \$25,000 to fund this study but the City is required to provide a 1:1 match. The match will come from the South St. Paul Economic Development Authority's (EDA's) Redevelopment Fund.

Consultant Proposals

The City released a Request for Proposal (RFP) on June 24, 2024 with a deadline of July 23, 2024. The City received four (4) proposals from the following consultant agencies:

1. HKGI
2. Swanson Haskamp Consulting, LLC
3. Mend Collaborative
4. MSA Professional Services, Inc.

The RFP stated that the project has a firm "not to exceed cost" of \$60,000. All four firms are proposing projects that will cost roughly \$60,000 and there are no significant pricing differences between the proposals.

Selection Process and Recommended Action

A selection committee consisting of Planning Manager Michael Healy, Associate Planner Monika Miller, and City Administrator Ryan Garcia reviewed all four proposals. The selection committee unanimously agreed that the proposal from Swanson Haskamp Consulting, LLC is the strongest. Their proposal shows a clear grasp of the project scope and the unique challenges facing this corridor. The City attempted to develop a plan for the South Concord Corridor in 2012 using a conventional planning approach and that plan was ultimately not successful because it did not align with market realities. Swanson Haskamp Consulting, LLC is proposing an innovative approach to the market study and corridor vision that City Staff believes will result in a clear “path forward” for this corridor that will align with market realities and can be successfully implemented.

Swanson Haskamp Consulting, LLC is proposing to partner with Michael Lamb Consulting to undertake the South Concord Corridor Study project. These same two companies partnered in 2021 to assist the City with the North Concord Mixed-Use Zoning District Update which was a smaller corridor study that addressed zoning challenges on Concord Street north of Wentworth Avenue. The 2021 study was successful and resulted in significant improvements to South St. Paul’s zoning code that have had a positive impact communitywide.

City Staff recommends that the City Council approve a contract with Swanson Haskamp Consulting, LLC.

SOURCE OF FUNDS: The project has a “not to exceed” cost of \$60,000. Of this, \$25,000 will be paid using a RIG grant from the Dakota County CDA and \$35,000 will be paid from the EDA’s Redevelopment Fund.

LINKS:

RFP PAGE WITH BACKGROUND ABOUT PROJECT:

[HTTPS://WWW.SOUTHSTPAUL.ORG/909/SOUTH-CONCORD-CORRIDOR-STUDY-REQUEST-FOR](https://www.southstpaul.org/909/SOUTH-CONCORD-CORRIDOR-STUDY-REQUEST-FOR)

CITY COUNCIL WORKSESSION PACKET FOR MAY 28TH DISCUSSION ON SOUTH CONCORD CORRIDOR:

[HTTPS://WWW.SOUTHSTPAUL.ORG/AGENDACENTER/VIEWFILE/AGENDA/ 05282024-1319](https://www.southstpaul.org/AgendaCenter/ViewFile/Agenda/05282024-1319)

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-97

**RESOLUTION APPROVING A CONSULTING PROFESSIONAL SERVICES
AGREEMENT WITH SWANSON HASKAMP CONSULTING, LLC FOR THE SOUTH
CONCORD CORRIDOR STUDY**

WHEREAS, the City Council has reviewed and considered an agreement for consultant services for a corridor study between Swanson Haskamp Consulting, LLC and the City of South St. Paul (the “Agreement”);

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

1. That the form, terms and provisions of the South Concord Corridor Study Agreement and the transactions contemplated thereby be, and are, hereby approved.
2. That the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Agreement in the name and on behalf of the City.

Adopted this 5th day of August, 2024.

City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and executed this 5th day of August, 2024, by and between the City of South St. Paul, 125 3rd Avenue North, Minnesota 55075, (“City”) and Swanson Haskamp Consulting, LLC (“Consultant”).

WHEREAS, the City has accepted the proposal of the Consultant for certain professional Services; and

WHEREAS, Consultant desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

- a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services (“Services”), as defined in the following documents:
 - i. A proposal dated July 23, 2024, incorporated herein as Exhibit 1;
- b. Consultant agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibit 1, subject to Section 7 of this Agreement.

2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment for Services as set forth in the Exhibits.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- c. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
- d. The project shall have a “not to exceed” cost of \$60,000 unless there are changes to the scope of work.

3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.
4. TERMINATION.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses until the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in Exhibit 1. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. Contractor agrees to comply with all federal, state and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed by all applicable agencies and governmental entities.
7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the

circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay. Both the City and the Consultant acknowledge that this project will take place during the Covid-19 pandemic and agree that the pandemic will not be used to justify unreasonable delays in performance aside from any normal delays that may result from an individual falling ill.

8. CITY'S REPRESENTATIVE. The City has designated Michael Healy to act as the City's representative with respect to the Services to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Consultant has designated Jennifer Haskamp and Michael Lamb to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace the designated primary contact without the approval of the City.
10. INDEMNIFICATION.
 - a. Consultant and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
 - b. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees.
11. INSURANCE. During the performance of the Services under this Agreement, Consultant shall maintain the following insurance:
 - a. Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
 - b. Professional Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
 - c. Workers' Compensation Insurance in accordance with statutory requirements.
 - d. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Consultant shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the Commercial General Liability Insurance policy and the Professional Liability Insurance policy.

12. OWNERSHIP OF DOCUMENTS. Professional documents, drawings, and specifications prepared by the Consultant as part of the Services shall become the property of the City when Consultant has been compensated for all Services rendered, provided, however, that Consultant shall have the unrestricted right to their use. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to proprietary intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Consultant.

13. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of South St. Paul
 125 3rd Ave. N.
 South St. Paul, MN 55075
 Attention: Michael Healy, Planning Manager

Or emailed: mhealy@southstpaul.org

If to Consultant:
 Swanson Haskamp Consulting, LLC
 550 Vandalia St., Ste. 205
 St. Paul, MN 55114
 Attn: Jennifer Haskamp

Or emailed: jhaskamp@swansonhaskamp.com

14. INDEPENDENT CONTRACTOR STATUS. All services provided by Consultant, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Consultant or as independent contractors of Consultant and not as employees of the City for any purpose.

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

- c. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Dakota County District Court.
- e. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- f. 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.
- g. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[remainder of page intentionally blank]

CITY OF SOUTH ST. PAUL

By: _____
James P. Francis, Mayor

By: _____
Deanna Werner, City Clerk

Date: _____

CONSULTANT

By:  SHC

Its: CEO & Principal Planner

Date: 8/1/2024

EXHIBIT 1
SOUTH CONCORD CORRIDOR STUDY PROPOSAL FROM SWANSON HASKAMP
CONSULTING, LLC



City of South Saint Paul

South Concord Corridor Study: Market Study, Corridor Vision, and Zoning Update



Proposal Submitted to
City of South Saint Paul
Attn: Michael Healy
South Saint Paul City Hall
125 3rd Ave. N.
South Saint Paul, MN
55075
651.554.3217
mhealy@southstpaul.org



Submitted by
Swanson Haskamp Consulting, LLC
550 Vandalia Street, Suite 205
Saint Paul, MN 55114
Jennifer Haskamp, AICP
651.341.4193
jhaskamp@swansonhaskamp.com
swansonhaskamp.com

July 23, 2024

Michael Healy
Planning Manager
South St. Paul City Hall
125 3rd Ave. N.
South St. Paul, MN 55075

RE: Proposal for South Concord Corridor Study: Market Study, Corridor Vision, and Zoning Update

Dear Mr. Healy,

Please accept this Proposal for the South Concord Corridor Study: Market Study, Corridor Vision and Zoning Update for the City of South St. Paul. Swanson Haskamp Consulting, LLC (SHC) and Micheal Lamb Consulting, LLC are teaming up again and we are excited for the opportunity to help the City continue the refinement of its planning efforts of the south portion of the Concord Corridor. Our familiarity with the corridor, collective experience with similar projects and unique approach to market research will prove the perfect combination to create an actionable and implementable vision rooted in market realities.

We understand that the City is looking to partner with a consultant team that will 1) complete a market analysis that studies the highest and best uses of land within the corridor, specifically focusing on the industrial uses; 2) develop a cohesive vision for the South Concord Corridor; and 3) work collaboratively with staff to implement the vision through identification of appropriate zoning and land use amendments. Our Team is perfectly positioned to build on our past experience in the Concord corridor and can begin our study and work immediately if we are chosen as your Project partner. SHC will lead the Market Study efforts that will serve as the foundation for the Visioning process. Our approach to market research is unique, combining geographic-based analysis with qualitative and quantitative analysis. This approach allows for a location-specific analysis that provides submarket data with a more comprehensive and accurate foundation for the visioning process.

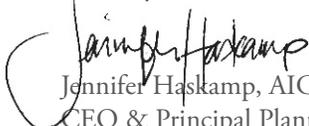
Mike Lamb of Michael Lamb Consulting, LLC will lead the visioning process strategically building on the outcomes of the market study process. Base maps and constraint analysis completed as part of the market study task will provide a solid foundation to kick-off the visioning process. Integrating the market data with the physical characteristics of the land will create an implementable action plan that will support the redevelopment of the corridor into the future.

Upon completion of the Market Study and Corridor Vision Plan, Jennifer and Mike will work collaboratively with city staff to develop an action plan to update the zoning ordinance and comprehensive plan, if needed. Our team has extensive experience drafting, amending and modifying ordinance language and can assist with map and comprehensive plan amendments and processes.

This proposal is in response to the South Concord Corridor Vision RFP issued on June 24, 2024, and remains valid through November 20, 2024. At the time of submission we have not received any addenda to the RFP.

If you have any questions regarding this proposal, please do not hesitate to contact me. We are excited for this opportunity and look forward to working with on this exciting Project.

Sincerely,



Jennifer Haskamp, AICP
CEO & Principal Planner
Swanson Haskamp Consulting, LLC
550 Vandalia St., Suite 205
Saint Paul, MN 55114

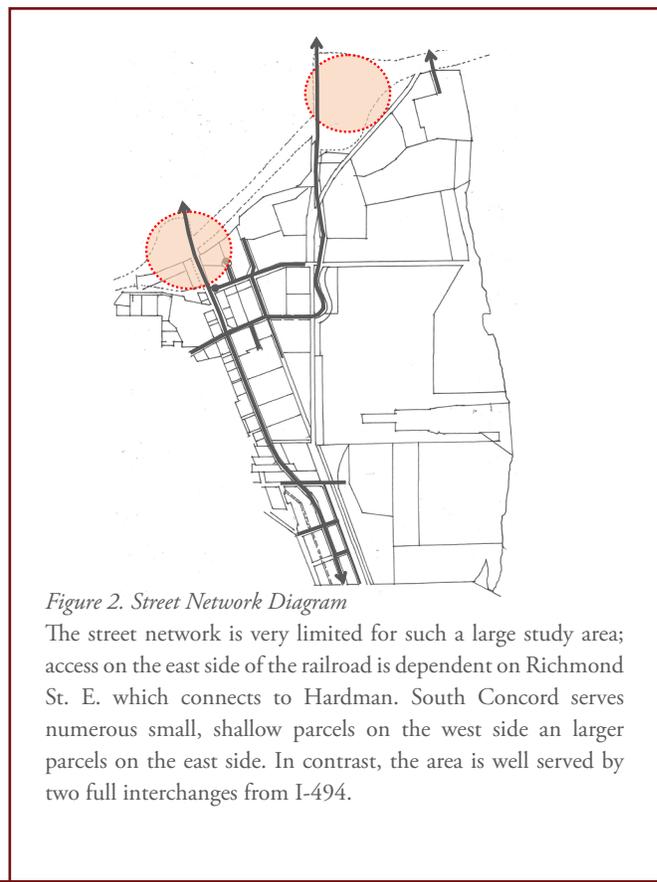
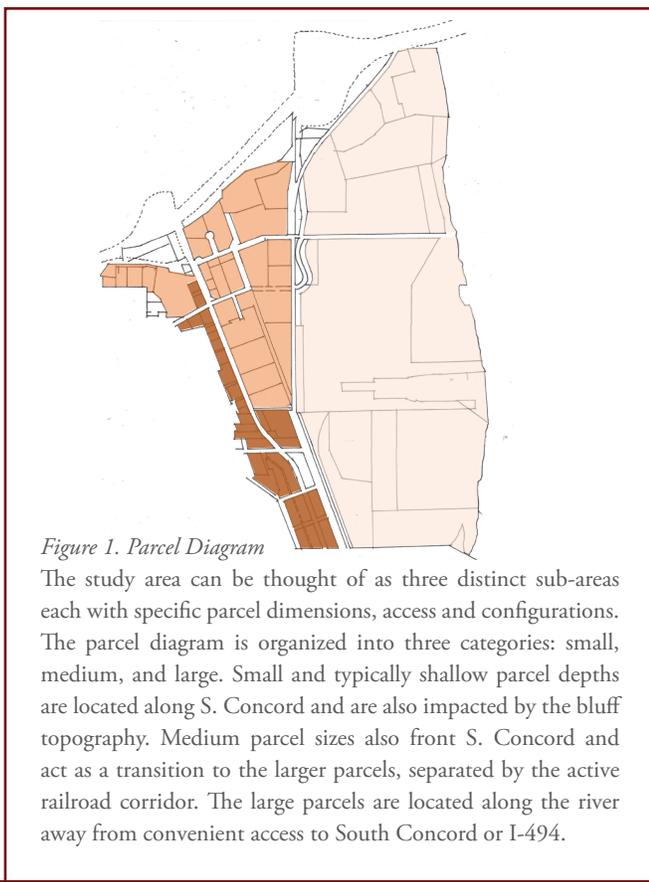
Email: jhaskamp@swansonhaskamp.com

Project Understanding

We understand that the City intends to partner with a consultant team to prepare a market, vision, land use and zoning study for the South Concord Corridor study area. As stated in the RFP, we understand that there are three primary objectives of this Project. First, our Team will prepare a comprehensive market analysis that will be used as a foundation for the visioning process. Second, we will develop a Corridor Vision to include a set of goals and strategies for implementing the vision to promote and support redevelopment of the corridor. The third and final objective is to identify what policy and regulatory updates are needed and to assist with any required revisions to support the newly established vision for the corridor. Throughout the Project, our objective is to work collaboratively with city staff to facilitate a successful process and to deliver an actionable and implementable plan for the future of the corridor.

Both SHC and Michael Lamb Consulting (MLC) are based in the Minneapolis-Saint Paul metropolitan area and have experience and familiarity with the Concord Corridor. In 2021 SHC and MLC partnered with the City to study the northern portion of the corridor. While the land use and development pattern north of I-494 is different than the patterns south of I-494, we can still leverage our past experiences and lessons learned to create a more streamlined approach to this process.

We understand that the City has studied the south portion of the corridor over the past 10-15 years and that a vision and plan have never been fully embraced by the City’s leadership and policymakers. More recently, we understand that the City has considered the future of the study area through the 2040 Comprehensive Plan and the Levee Extension Study. These efforts have reinforced the need for a more refined vision in the corridor but provided some valuable context to consider as this study is initiated. As noted in the RFP, the 2040 Comprehensive Plan states, “...a future land use map... affirms that the City expects a large part of the South Concord Corridor to remain industrial and to contribute to the community’s employment base.” The expectations laid out in the 2040 Comprehensive Plan include acknowledgment of the environmental constraints within the corridor including the designation of the study area within the MRCCA and presence of the 100-year floodplain across many of the parcels. These constraints help to frame the parameters of this study, and also become a critical consideration in our approach and work plan.



Project Approach

As described in the Project Understanding, the three primary objectives of this Project are to 1) prepare a market study that informs, 2) the corridor vision, that 3) is implemented through policy and regulatory modifications and updates. To that end, the following Project Approach provides a brief overview of our approach to each Task outlined in the RFP.

Task 1.0 - Project Management

SHC has assigned Jennifer Haskamp, AICP as the Project Manager for this effort. Given the relatively aggressive schedule, particularly related to coordination of meetings and engagement efforts, it is important to have regular informal and formal communication throughout the project. As provided in the scope, our Team will check-in on a weekly basis either by email or virtual meeting, depending on the project activities. More formal memos or correspondence will be provided on a monthly basis and to align with the deliverables of each Task.

Task 2.0 - Issue Identification

The Project kick-off, background and issue identification process is an integral part of the Project. As described in the RFP, this task will include a walking tour and ground truthing workshop with City Staff to understand the existing physical characteristics of the corridor. After the tour is completed, we'll sit down with staff and talk through known issues and constraints of the area to help set the baseline for the study. The walking tour will benefit not only the development of the corridor vision, but it will be used to support the refinement of the urban context that is incorporated as part of our unique approach to the Market Analysis task. As described in Task 4.0 below, our approach to the Market Analysis combines both qualitative and quantitative data to develop a location-specific analysis and the physical inventory of the study area is essential in that approach. Likewise, the walking tour and staff issue identification process will help create a foundation for background graphics and analysis that will be used as part of the joint kick-off work session with the Planning Commission and City Council.

As part of this task we will work with staff to identify any other processes or methods for collecting feedback from other key stakeholders that may benefit the outcome of this Project. If needed, a small online survey or other quick feedback tool may be beneficial to ensure that we have a comprehensive understanding of issues in the corridor. Upon completion of this task, we will prepare a summary memo that will establish the direction and roadmap for the major deliverables scoped in Task 4.0 and 5.0 of this study. The memo will be delivered to the City Staff, and may be presented to the Planning Commission and City Council to ensure that the remainder of the study accomplishes the City's objectives.

Task 3.0 - Public Participation

We understand that the objectives of the public participation plan need to be refined if we are selected as your team. The basic approach, as we understand from the RFP, focuses on a series of work sessions either with the Planning Commission or City Council, or jointly depending on the task objectives. To that end, we have included up to five work sessions as part of the proposed budget but understand that the structure and attendees may be refined once we establish our formal work program.

In addition, we understand that an Open House, or similar opportunity for the public to provide feedback is an important part of the process. We understand that our Team will co-lead the Open House with City Staff. We have preliminarily scheduled it to be held after the Market Study is complete and once the Corridor Vision is in draft form. Strategically holding it after the major deliverables are in draft form will allow for structured and target feedback that can be incorporated into the final deliverables.

If we are selected as your consultant team, we will work with you to refine the agenda, timing and scope for each meeting and/or public input opportunity. We understand that we may need to adjust, modify and/or add additional opportunities to solicit feedback once we kick-off the process and get into the issue identification process. Our Team is open to adjustments and is happy to pivot the structure or platform to ensure a responsive, and meaningful, public engagement process is completed as part of this Project.

Task 4.0 Market Analysis

SHC has developed a unique approach to market analysis that integrates qualitative and quantitative data research with location-specific geographic context to provide an “Urban Context Analysis” for an area. The Urban Context Analysis approach is a comprehensive approach to market research that acknowledges the inextricable relationship between the physical characteristics of land and how those characteristics impact market choices and market demands. The first step in our approach is to evaluate the macro-level market data using traditional data sources such as county records (EMV, CRVs), MNCAR, Zillow, and Esri’s Business Analyst. We will supplement the quantitative data analysis with qualitative research including interviews with local developers and brokers that have experience with either 1) the land use type, e.g. industrial developers; 2) the local submarket area; or 3) both. In our past experience the interviews provide invaluable perspective that often explains the market’s past behavior in a particular market or area and oftentimes helps to refine and develop strategies to develop a certain type of development.

Once the quantitative data is collected, we will perform the physical or geographic based analysis. This part of the analysis includes 1) tying the quantitative data points – where possible – to geographic locations; 2) identifying area where physical barriers could or do influence the market such as the presence of interstates, rivers, or other natural barriers; and 3) identifying parcel specific constraints such as floodplain areas, known contamination, multiple owners, etc.

The final Urban Context Analysis is a comprehensive report that includes information and data in written narrative, tabular form, and geographic mapping. The final analysis will provide recommendations regarding what types of land uses and development types could be supported by the market in the South Concord Corridor and will also identify potential barriers that may impact the market and its willingness to entertain redevelopment of certain types in the corridor.



Figure 3. Example Key Physical Market Metrics



Task 5.0 Development of the Corridor Vision

As noted above, and reinforced by the project work plan, our approach is to utilize the background information, outcomes from the issue identification and market analysis to inform the development of the corridor vision. Before the process begins, we understand from the existing policy documents and the RFP that this area has experienced minor changes over the past decade, but that much of the corridor has remained largely unchanged. Recently, some market indicators in combination with property owner improvements suggest that more development or redevelopment changes may be on the horizon, and that now is the time to clarify what uses and types of development or redevelopment will be desirable in the future.

Our wheels are already turning in the corridor...

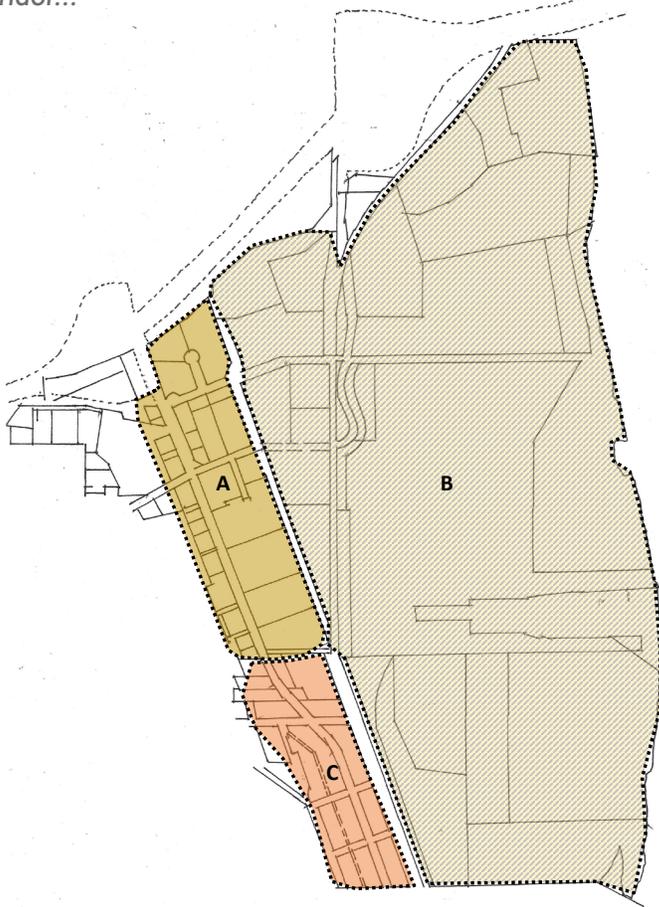


Figure 4. Potential Dimensional and Development Standards

The study area contains a range of uses and distinctions in the physical character of particular sub-areas. For example South Concord (A) consists of more parcels, has an established pedestrian environment and buildings that are smaller in size and height. This area could benefit from standards that relate to its scale and prominent visibility along the street. In contrast the sub-area east of South Concord (B) has much less visibility from the street and could be regulated by a different level of standards more appropriate to larger parcels and established industrial users. A small area (C) at the southern end of the street could be considered for a more mixed use pattern that would blend form and character standards in relation to the street.



Top image: buildings should not present blank walls to the street.

Middle image: this building has windows and entrances to the street and includes appropriate scale signage.

Bottom image: surface lots could benefit from simple screening standards similar to the those in the Mixed Markets & Makers district.

As a starting place to the vision process, we assume large users like Kinder Morgan, Twin City Hide & Tanning and the Rod & Gun Club will continue to operate in the long term; these three operators represent almost 200 acres of land. Adding to the “expected” changes are the new proposed city service center on Malden, and the relocation of a slaughterhouse to the existing service center site as well as the proposed Capitol Partners industrial development on city land near the river. All of these changes seem to reinforce the pattern of industrial investment and job growth in the corridor, which should be accounted for in the new corridor vision. Finally, the ownership transition of the Danner Family parcels is a large assembly of land that could benefit from a more well-defined future for its location and the area as a whole.

A key part of the opportunities in the study area are the parcels that front South Concord which act as the physical and visual identity of the corridor. These conditions do not seem to be adequately addressed by the General Business district (e.g., the location of parking that is allowed within 5 feet of property lines). With the near-term development of a new city service center along South Concord between Malden and Richmond there is a unique opportunity for the City to demonstrate how a new district or revised standards can more fully address building and site character and use. Once a vision is established for these parcels, new dimensional and development standards could regulate preferred location of buildings, where windows (and thus interior uses) should face, where parking should be located and other requirements that support a business-friendly environment. All of these opportunities can be addressed through the vision process, and the specific regulatory updates (whether ordinance or comprehensive plan) can be addressed within Task 6.0 through Task 8.0.

Task 6.0 - Updating City Code

Once the outcomes of Tasks 1.0 through 5.0 are known we can develop a work plan and process to identify the needed changes to the City Code. As the city is aware, the MMM district approach carefully examined the existing conditions and physical character of North Concord and used this information to define specific recommendations, standards and regulations. Our approach, as shared above, relies on a similar process of understanding the development character, issues and constraints, and market potential of the study area. This same approach will be taken to better address needed implementation based on the recommendations and outcomes of the initial tasks. Depending on the outcomes, we may be able to leverage and utilize some of the standards from the MMM district, but we may determine that industrial uses may operate in the corridor for decades to come and that a reasonable solution for the study area may revolve around multiple districts or subdistricts.

Task 7.0 - Identify Map Updates

Concurrently to Task 6.0, we will work with city staff to identify the necessary zoning map and future land use plan map amendments to support any new ordinances and policy. We understand that city staff will produce the official map documents related to comprehensive land use and zoning amendments, however, we are available to provide this service if requested.

Task 8.0 - Provide Technical Assistance

We will provide technical assistance to city staff regarding the official amendment and/or update process in order to successfully implement the changes identified in Tasks 1.0 through 7.0. We understand that the city staff will lead the official process and requirements as determined by Metropolitan Council, Department of Natural Resources, Dakota County or any other agency with jurisdiction within the corridor.

Firm + Key Personnel Introduction

Our Project Team has the expertise and experience to successfully prepare the South Concord Corridor Study. The following brief resumes and summaries are provided to introduce our Team.

Jennifer Haskamp, AICP
SHC

Project Role: Project Manager, Co-facilitator, Technical Author

Project Availability: As assigned, with support from ML Consulting

Jennifer is the founder and owner of Swanson Haskamp Consulting, LLC (SHC). Founded in 2007, SHC is a boutique land use planning and development consulting firm located in Saint Paul, MN. Jennifer has over 20-years of planning experience working with municipalities, developers, landowners and regulatory agencies. She specializes in land use, market analysis and facilitation. Jennifer will serve as the Project Manager and Point of Contact for the Project.

Mike Lamb, AICP
ML Consulting

Project Role: Co-facilitator, Urban Designer, Technical Author

Project Availability: As assigned, back-up Jennifer as-needed

Mike of Michael Lamb Consulting, LLC (ML Consulting) brings more than 30-years of urban design and planning experience to the Project and specializes in form-forward, character-based and hybrid codes. He has partnered up with SHC several times over the past few years serving as co-facilitator with Jennifer, and providing technical and design oversight of the code development process. Mike will help guide the design implementation process and support SHC throughout the Project.

Jenna Shoosmith
SHC

Project Role: Project Planner, GIS Specialist

Project Availability: As assigned

Jenna joined SHC after completing her Masters program in urban and regional planning at the University of Wisconsin - Madison in 2023. She will be responsible for assisting and supporting Jennifer and Mike with all analysis, mapping, research, meetings and production of deliverables. She has a passion for design, planning and effective graphic communications.

Past Experience

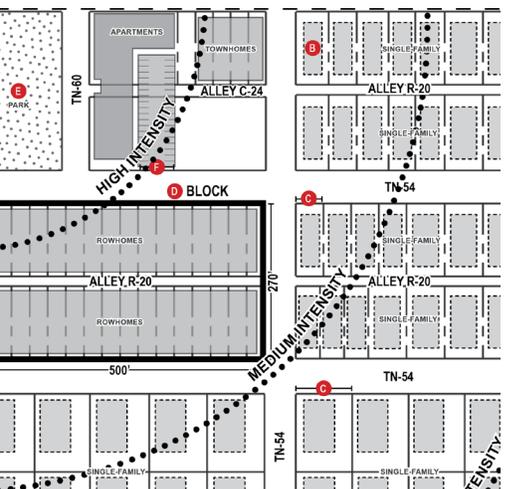
Our Team specializes in land use analysis, market research, visioning and technical ordinance drafting. Over the past several years SHC and Michael Lamb Consulting have partnered on various projects with diverse scopes. From economic recovery plans to full ordinance re-writes we have both collective and separate past experiences that we can draw on to help the city create a successful plan for the south Concord Corridor.

As you know, our Team recently partnered with the City of South St. Paul on the north Concord Mixed Use District visioning and zoning process. This experience, as well as a couple other recent projects, is highlighted below to demonstrate our Team's relevant experience and skills:



North Concord Mixed Use District City of South Saint Paul, MN

The City of South St. Paul hired our Team, led by ML Consulting, to create a new mixed-use form-based district for a key redevelopment corridor in the City. The process focused on delivering a set of flexible, innovative form-based standards that were responsive to market expectations while still supporting the City's vision and objectives.

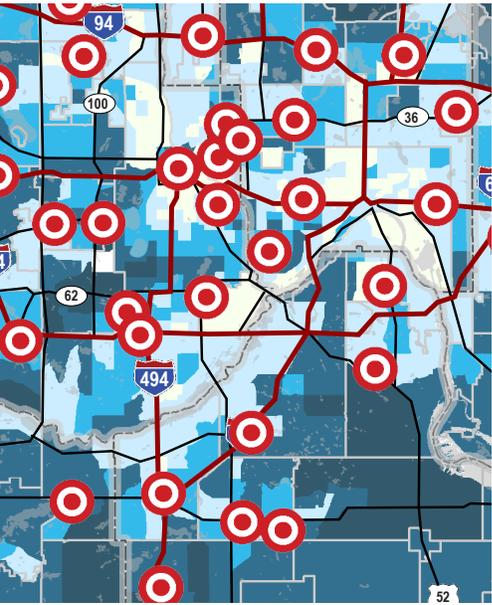


Full Repeal & Replace: Zoning Code transition to Hybrid Code City of Brainerd, MN

In 2020, the City of Brainerd embarked on a full re-write process of the zoning code. The City recognized that their code was outdated and adversely impacting opportunities for development and redevelopment. Our Team worked collaboratively with the City to create a Form-Forward hybrid code that transitioned the residential districts to traditional neighborhood districts and diversified opportunities for development across the community.

SHC

SHC specializes in projects with a strong land use analysis component. Our clients include the public and private sectors, which provides us with unique perspective to understand the needs and objectives of both sides of the table. This perspective allows us to effectively evaluate the development potential of a property or area, while concurrently understanding how ordinances and regulations can either promote or hinder the redevelopment process. To demonstrate how our experience supports this Project, a few examples of our recent experience is provided:



Urban Freight Analysis - Market Context and Land Use

Metropolitan Council, MN

In 2022 the Metropolitan Council initiated a study to understand how e-commerce trends would affect the region from a land use, transportation and market perspective. CPCS engaged SHC to prepare the market context and land use analysis for study, focusing on Last-Mile facility location selection decisions. The analysis focused on how operators selected their last-mile and co-located facilities evaluating a variety of metrics including proximity to the transportation network, socio-economic factors such as disposable income, consumer expectations combined with household and population density. Study included extensive interviews with local developers, real estate professionals and operations/logistics representatives from key e-commerce businesses such as Target, Walmart and Amazon.



Zoning Code Update: Implementation of Mixed-Use land use designations

City of Lauderdale, MN

SHC began working with the City of Lauderdale in 2018 when they were hired to prepare the 2040 Comprehensive Plan Update. Once the project was completed the City retained SHC as their consulting City Planner to assist with daily planning services. Most recently SHC has been hired to prepare a full update and revision of the City's Zoning Ordinance and Map that is scheduled for completion in 2024. Creating a mixed-use overlay district is a key component of the update to promote redevelopment in the City's primary commercial corridor. Our ongoing relationship with Lauderdale has provided seamless integration of the Comprehensive Plan, zoning ordinance implementation and daily services to their residents.

Michael Lamb Consulting

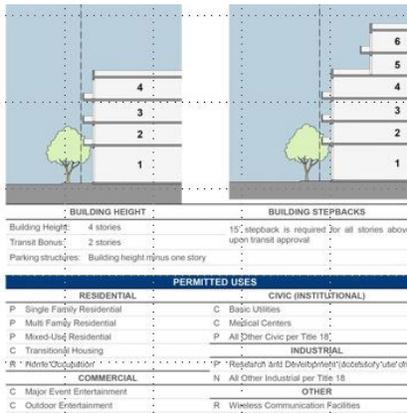
Michael Lamb Consulting specializes in providing urban design services to municipalities. His work includes form-based, form-forward and mixed-use code development. A key component of the code development process is the ability to create codes that are responsive to a vision but rooted in the unique physical characteristics of the land. A couple examples of his recent experience is provided:



Ford Design Standards

City of St Paul, MN

Michael Lamb led the preparation of the final regulatory document for the Ford Site. The Design Standards are the final regulatory addition to the Zoning and Public Realm Master Plan that was adopted by City Council in 2017. The standards focus on significant and high profile areas of the site through the use of frontage types, a comprehensive composition of building type, façade, private yards/landscape, and the public realm (boulevards, streets and open spaces).



Bottineau Corridor TOD Zoning Update

Golden Valley, Robbinsdale, Crystal & Brooklyn Park with Hennepin County

Working with Hennepin County and corridor cities, Michael spearheaded an effort to implement new zoning codes in order to support walkable, transit oriented development around the station areas. The TOD code updates responded to varying levels of staff capacity from a staff of one to large departments, the team drafted each code to facilitate administrative success. Some of the codes are more complex while others take a more measured approach to capture the market opportunities that the rail will unlock, while respecting local demands on staff time and attention.

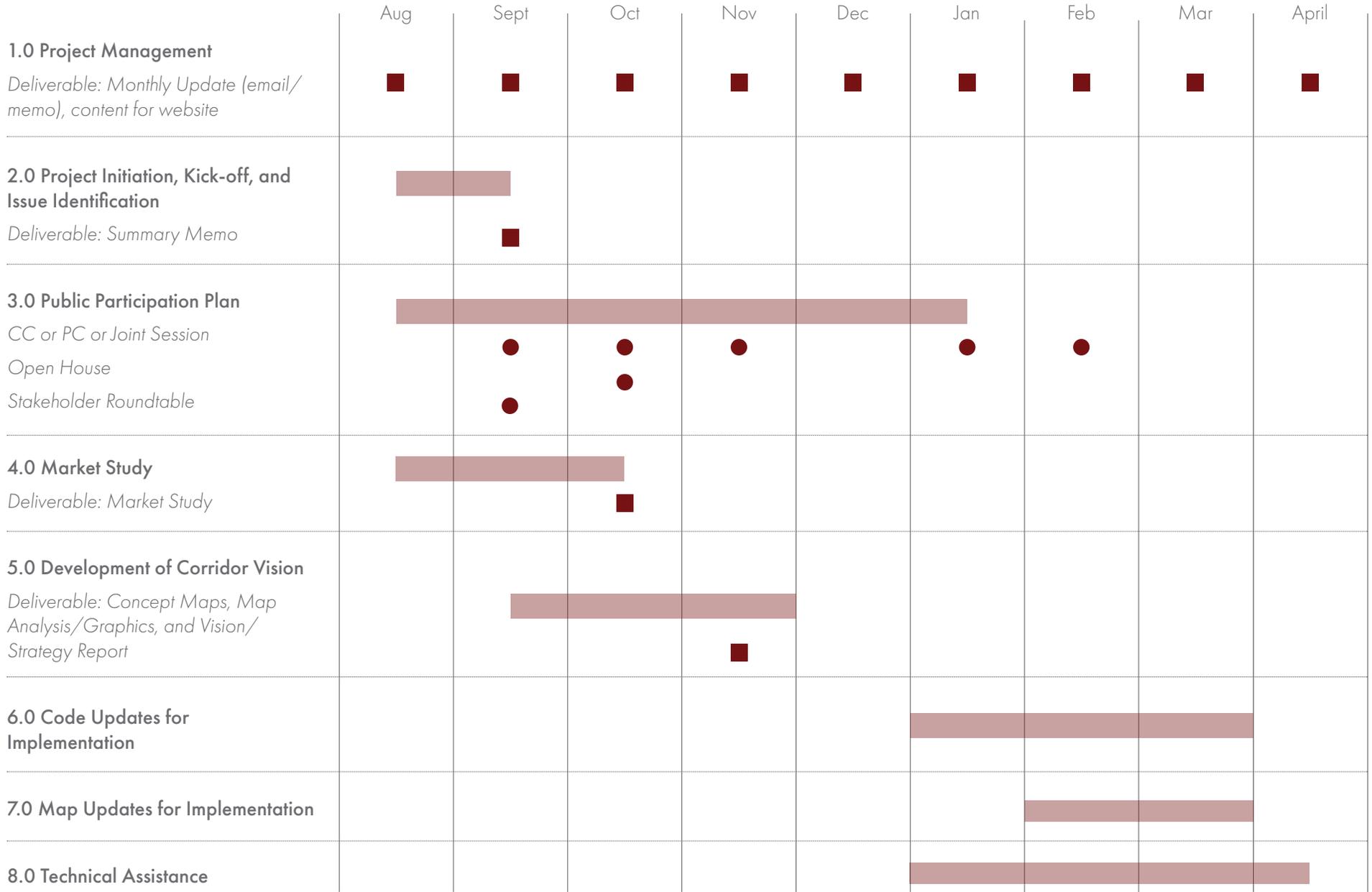


TCAAP/Rice Creek Commons Design Guidelines Regulating Plan Comprehensive Plan Amendment

Ramsey County Public Works & City of Arden Hills

Working with a multi-disciplinary team, Michael led the preparation of Design Guidelines for the implementation of the TCAAP Spine Road and urban redevelopment. The guidelines addressed major thoroughfares, building placement, frontages, signage and overall landscape character. He was instrumental in calibrating the form-based Development Code & Regulations for the City of Arden Hills. He led the preparation of the comprehensive plan amendment that established land use and density thresholds that was adopted by the City and approved by the Metropolitan Council.

Proposed Schedule



Fee Estimate

Project Manager (\$155)
Technical Advisor (\$130)
Planner (\$115)
Expenses
Total Hours
Cost per Task

Task 1.0: Project Management

Weekly Check-in (~30 Week Schedule)	7.5				7.5	\$1,163
On-going team coordination	10				10	\$1,550
Monthly Update (email/memo)	3.5				3.5	\$543
Assist with content for website	2				2	\$310
Execute Contract	0.25				0.25	\$39
Task Subtotal: \$3,604						

Task 2.0: Project Initiation, Kick-off, and Issue Identification

South Concord Corridor Tour	3	3	3	\$100	9	\$1,330
Staff Work Session - land use challenges & opportunities	1.5	1.5	1.5		4.5	\$600
Joint CC/PC Work Session #1 - SWOT	3	3		\$100	6	\$955
Deliverable: Summary Memo	1	1	4		6	\$745
Task Subtotal: \$3,600						

Task 3.0: Public Participation Plan

Prepare public engagement plan	1	1			2	\$285
CC or PC or Joint Session #2 (Market Study)	2.5	2	4	\$80	8.5	\$1,188
CC or PC or Joint Session #3 (Vision)	2	3	4	\$80	9	\$1,240
CC or PC or Joint Session #4 (Vision & Strategies)	2	3	4	\$80	9	\$1,240
CC or PC or Joint Session #5 (Full Recommendations)	2.5	3	3	\$80	10	\$1,202
Open House, or similar	4	4	5	\$300	13	\$2,015
Assist with informational mailing	.5		1		1.5	\$192
Stakeholder Round Table	2	2	2	\$80	6	\$880
Task Subtotal: \$8,243						

Task 4.0: Market Study

Data Collection (MNCAR, CoStar, etc.)	6		8		14	\$1,850
Geographic Based Market Data (Esri)	6		10	\$100	16	\$2,180
Developable Area/Land Analysis	6	2	10		18	\$2,340
Market Driven Use Analysis	8		8		16	\$2,160
Developer Interview #1	2		2		4	\$540
Developer Interview #2	2		2		4	\$540
Deliverable: Market Study	16	2	20		38	\$5,040
Task Subtotal: \$14,650						

Fee Estimate

	Project Manager (\$155)	Technical Advisor (\$130)	Planner (\$115)	Expenses	Total Hours	Cost per Task
Task 5.0: Development of Corridor Vision						
Goal Development	2	16	8		26	\$3,310
Concept Plans and Summary	2	15	12	\$100	29	\$3,740
Strategies for Vision Implementation	2	6	8		16	\$2,010
Staff Review, Feedback and Refinement		2	4		6	\$720
Deliverable: Concept Plan, Map Analysis and Graphics, Vision/Strategy Report	2	24	28		54	\$6,650
Task Subtotal: \$16,430						
Task 6.0 Code Updates for Implementation						
Assess opportunities with existing code (MMM, or other)	4	30	2		36	\$4,750
Assist with update of Industrial Zoning for consistency with corridor vision	4	28	2		34	\$4,490
Task Subtotal: \$9,240						
Task 7.0: Map Updates for Implementation						
Identify Zoning Map Updates, provide recommendations	4	4	4		12	\$1,600
Identify any Comp Plan Amendments	2	2	2		6	\$800
Task Subtotal: \$2,400						
Task 8.0: Technical Assistance						
Support approval/Implementation process		8	4		12	\$1,500
Task Subtotal: \$1,500						

Project Total: \$59,667

Contingency: \$333

Conflict of Interest

None known.



CITY COUNCIL AGENDA REPORT
DATE: August 5, 2024
DEPARTMENT: CITY CLERK
Prepared by: Deanna Werner
ADMINISTRATOR: RG

8-I

AGENDA ITEM: Acceptance of Gift Donations

ACTION TO BE CONSIDERED:

Motion to accept Resolution 2024-095, Acceptance of Gift Donations as submitted by the City Clerk.

OVERVIEW:

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

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County,
Minnesota

RESOLUTION NO. 2024-095

Acceptance of Gift Donations

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

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

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

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

<u>Doner</u>	<u>Amount</u>	<u>Department</u>	<u>Designation</u>
Stockyards Tavern & Chop House	\$200	Parks & Rec	2024 Splish Splash Bash

The City Clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's donation.

Adopted this 5th day of August 2024.

City Clerk



CITY COUNCIL AGENDA REPORT
DATE: August 5, 2024
DEPARTMENT: Administration/HR
Prepared by: S. Anderson
ADMINISTRATOR: RG

8-J

AGENDA ITEM: Approve Conditional Job Offer for Finance Support Specialist

ACTION TO BE CONSIDERED:

Approve conditional job offer to Nicole Arrigoni for the position of Finance Support Specialist for the City of South St. Paul.

OVERVIEW:

As a part of the City Council meeting of May 20, 2024, City Council accepted a letter of retirement from the position of Police Support Specialist. This position was filled with an internal applicant, which ultimately created an open position for part-time Finance Support Specialist.

The position of Finance Support Specialist was posted internally and, on the City's and League of Minnesota Cities websites. An interview panel consisting of Finance Director Hilger, Asst. Finance Director Hines, and Asst. City Administrator/HR Director Anderson interviewed candidates on July 24, 25, and 30. Following the interview process the panel reached consensus to make a conditional job offer to applicant Nicole Arrigoni.

The position of Finance Support Specialist involves customer service, data entry, and finance/cash management skills. Nicole Arrigoni is a South St. Paul resident who has worked in the school district as a paraprofessional/educational assistant. Prior to this position, she worked in positions that involved cash handling and customer service. *A redacted copy of her application is attached.*

PROPOSED TERMS OF EMPLOYMENT:

The Finance Support Specialist position is a pre-existing job class within the AFSCME bargaining unit. Terms and conditions of employment are therefore subject to the collective bargaining agreement between the City and AFSCME. This position is part-time, 25 hours per week.

It is recommended that Ms. Arrigoni start at Step 1 of the 2024 pay range, or \$26.44 hourly. She would be eligible for a step increase following six months of satisfactory performance and another half step following twelve months of satisfactory performance. Thereafter, steps would be awarded annually, conditioned on satisfactory performance, until the top step is reached.

FINANCIAL CONSIDERATIONS:

The Finance department budget provides sufficient resources for the employment terms described above.

EMPLOYMENT APPLICATION

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

Arrigoni, Nicole M
24-00018 FINANCE SUPPORT SPECIALIST

Received: 7/8/24 12:33 PM

For Official Use Only:

QUAL: _____

DNQ: _____

Experience

Training

Other: _____

PERSONAL INFORMATION

POSITION TITLE: FINANCE SUPPORT SPECIALIST		EXAM ID#: 24-00018
NAME: (Last, First, Middle) Arrigoni, Nicole M		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		EMAIL ADDRESS:
HOME PHONE:	ALTERNATE PHONE:	NOTIFICATION PREFERENCE: Paper
LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
What is your highest level of education? Associate's Degree		

PREFERENCES

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

EDUCATION

DATES:	SCHOOL NAME: Inver Hills Community College	DEGREE RECEIVED: Associate's
LOCATION: (City, State/Province) Inver Grove Heights , Minnesota	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MAJOR: Transfer Degree		
DATES:	SCHOOL NAME: Inver Hills Community College	DEGREE RECEIVED: Associate's
LOCATION: (City, State/Province) Inver Grove Heights , Minnesota	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MAJOR: Human Services		

WORK EXPERIENCE

DATES: From: 9/2018 To: 6/2024	EMPLOYER: South St. Paul Public Schools	POSITION TITLE: Paraprofessional/Educational Assistant
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 104 5th Ave S., S. St. Paul, Minnesota, 55075		COMPANY URL: sspps.org
PHONE NUMBER:	SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DUTIES: When I started with the district in 2018 i was a part time lunchroom supervisor. Duties included supervising children in the lunchroom and the playground, communicating with teachers/principals about behaviors with children. In 2022 I moved to a full time position as a Special Education Para where I worked one on one with children with special needs in their classroom and small groups. In 2023 I became an Educational Assistant where I worked in the classroom and in small groups with General Education students to support them with classroom work. I also worked closely with classroom teachers to help with student assessments.		
REASON FOR LEAVING: My position as an Educational Assistant was no longer funded through the school district		

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

OFFICE SKILLS: Typing: Data Entry:

OTHER SKILLS:**LANGUAGE(S):**English - Speak Read Write**ADDITIONAL INFORMATION**

Nothing Entered For This Section

REFERENCES**REFERENCE TYPE:**

Personal

NAME:

Melissa Blair

POSITION:

Assistant to Public Works Director

ADDRESS: (Street, City, State/Province, Zip/Postal Code)**EMAIL ADDRESS:****PHONE NUMBER:****REFERENCE TYPE:**

Professional

NAME:

Tina Beeler

POSITION:

Teacher

ADDRESS: (Street, City, State/Province, Zip/Postal Code)**PHONE NUMBER:**



Agenda Item: Approve Bid from WWGoetsch Associates Inc. for the Replacement of the Lift Pump Impellor/Volute and Wear Plate. Also Upgrade with 15Hp Hydromatic 4HC Pump Motor at North End Lift Station.

Action to be considered:

Motion to approve the bid from WWGoetsch Associates Inc. to purchase and perform the work to rebuild lift pumps and install a new motor in the amount of \$21,859.00.

Overview:

The lift stations pumps are in need of routine impeller repairs due to normal wear and tear. WWGoetsch has advised us to upgrade from 10Hp pumps to 15Hp pumps to extend the life longer. The size of the pumps in place now are border line sized for the capacities that we need to pump causing extreme wear and tear. Staff has advised that we replace one pump this year (2024) and the second one (2025).

- 2024 – First Pump \$21,859.00

Staff is recommending the work be awarded to WWGoetsch Associates Inc. for the repairs to the North end Lift Station in the amount of \$21,859.00.

Source of Funds:

2024 Sewer Fund



CITY COUNCIL AGENDA REPORT
DATE: August 5, 2024
DEPARTMENT: EDA/ADMINISTRATION
Prepared by: Ryan Garcia
ADMINISTRATOR:

9-A

AGENDA ITEM:

Approval of a Modification to the Redevelopment Plan for the Concord Street Redevelopment Project Area and the proposed establishment of the Wakota North Tax Increment Financing District, an economic development district

ACTION TO BE CONSIDERED:

Staff is recommending that Council remove this item from the Agenda.

OVERVIEW:

A public hearing to establish the Wakota North Tax Increment Finance District, as required by state statute, was officially noticed in June 2024 and scheduled for August 5, 2024. Unfortunately, in late-July the prospective developer of the industrial project within this proposed district notified Staff that they would no longer be pursuing this development. As such, it is not timely nor necessary to take action related to the Wakota North Tax Increment Finance District. Staff recommends that upon the adoption of the August 5, 2024 Agenda, a Council Member move to remove this item (9-A) from the Council Agenda.

ATTACHMENTS:

Orientation Map

ATTACHMENT 1 – ORIENTATION MAP





CITY COUNCIL AGENDA
REPORT DATE: 8/5/2024
DEPARTMENT: CITY CLERK
Prepared by: Deanna Werner
ADMINISTRATOR:RG

9-B

AGENDA ITEM:

Public Hearing on an Application for an On Sale Intoxicating Liquor License/Sunday Liquor License at 600 Concord Street, South St. Paul, Michelandia Bar & Centro Botanero, LLC.

ACTION TO BE CONSIDERED:

Public Hearing to be held to consider the application for an On Sale Intoxicating Liquor License/Sunday Liquor License at 600 Concord Street, South St. Paul, Michelandia Bar & Centro Botanero, LLC.

OVERVIEW:

The City has received an application for an On Sale Intoxicating Liquor License/Sunday Liquor License at 600 Concord Street, South St. Paul, Michelandia Bar & Centro Botanero, LLC. The applicant is taking over the property that was previously occupied by Las Islas Gemelas, LLC. The new owner is seeking a on sale intoxicating liquor license / Sunday liquor license. The owners will also be applying for an entertainment to have music inside the property on occasion. They are not seeking a 2AM Close Permit and would be adhering the the standard 1:00 AM close time.

The applicant was previously the owner of Las Islas but the partnership was dissolved and the applicant will be the sole proprietor of the business. The owner has provided all the required documents. A background investigation has been conducted and there are no concerns.

Staff is recommending approval of the requested license for the above referenced business.

SOURCE OF FUNDS: N/A



AGENDA ITEM:

Termination of Preliminary Development Agreement – Wakota Crossing

ACTION TO BE CONSIDERED:

Motion to approve Termination of Purchase Agreement by and between the City, the South St. Paul Economic Development Authority, and Capital Partners, LLC.

OVERVIEW:

Beginning in late 2022, the EDA and Capital Partners Development, LLC had been working towards the strategic redevelopment of approximately 15 acres south of I-494 for a speculative light industrial development. This 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 site situated between the Mississippi River, Hardman Avenue, the Kinder-Morgan Dakota Bulk Terminal, and I-494. In February 2023, the City and Capital Partners Development entered a preliminary development agreement in order to frame a public-private partnership through its early stages, and the agreement was extended in November 2023 and again in June 2024 to run through December 31, 2024.

As the developer progressed more deeply into its due diligence on this speculative development, the challenges of extraordinary soil correction and remediation costs, persistently elevated financing rates, and suboptimal access to the site emerged as obstacles to their investment team’s financial underwriting of this project to meet their requirements. While the EDA made significant efforts in utilizing the economic development financing tools we have at our disposal, ultimately the Developer and their Investor notified Staff that they desired to terminate the Preliminary Development Agreement and thereby stop working towards this redevelopment opportunity. As such, Staff suggests that it is appropriate to terminate the Preliminary Development Agreement, in writing and in accordance with the terms of that Agreement.

ATTACHMENTS:

Orientation Map
Termination of Preliminary Development Agreement

ATTACHMENT 1 – ORIENTATION MAP



TERMINATION OF PURCHASE AGREEMENT

THIS TERMINATION OF PRELIMINARY DEVELOPMENT AGREEMENT (“Termination”) is executed and delivered as of the ____ day of _____, 2024 (“Effective Date”), by and between the City of South St. Paul (“City”), the South St. Paul Economic Development Authority, a Minnesota public body corporate and politic (“EDA”), and Capital Partners Development, LLC, a Minnesota limited liability company (“Developer”).

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

RECITALS

WHEREAS, the City, EDA 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 and as further amended by that certain Second Amendment to Preliminary Development Agreement dated June 17, 2024 (collectively “Preliminary Development Agreement”); and

WHEREAS, in accordance with Article 8 of the Preliminary Development Agreement, the City, the EDA and the Developer mutually desire to terminate the Preliminary Development Agreement.

NOW, THEREFORE, the EDA, City and Developer hereby confirm and terminate the following:

1. The Preliminary Development Agreement is hereby terminated and released.
2. The Property identified in the Preliminary Development Agreement is hereby released from the Preliminary Development Agreement.

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

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

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

By _____
James P. Francis
Its Mayor

By _____
Deanna Werner
Its Clerk

**EDA:
SOUTH ST. PAUL ECONOMIC
DEVELOPMENT AUTHORITY**

By _____
James P. Francis
Its President

By _____
Ryan Garcia
Its Executive Director

DEVELOPER:
CAPITAL PARTNERS DEVELOPMENT LLC

By: _____
Peter A. Mork
Its Managing Partner



CITY COUNCIL AGENDA REPORT

DATE: AUGUST 5, 2024

DEPARTMENT: Community Development-Planning

Prepared By: Monika Miller, Associate Planner

ADMINISTRATOR: RG

10-B

AGENDA ITEM: 2nd Reading- Ordinance Amendment Overhauling Standards for Signage

ACTIONS TO BE CONSIDERED:

A motion to adopt Ordinance 1426 which would overhaul the regulations for signage.

DISCUSSION AFTER FIRST READING:

The City Council held a first reading for the ordinance at their July 17, 2024 meeting. At the meeting, several questions came up regarding the applicability of the Visual Artists Rights Act of 1990 (VARA) to the ordinance and what the City's role is in addressing unfinished murals. VARA grants protection to the "moral rights" of visual artists when the visual art is protected by copyright. VARA applies to visual works such as paintings, sculptures and prints. VARA rights are important for an artist to discuss with a private property owner prior to completing the visual art; however, VARA does not fall within the purposes of the zoning code or sign ordinance, which regulates signs in an effort to balance a business's need for promoting the economic viability of the business while preventing adverse effects on the aesthetics of the community.

Several Council members asked about the ordinance's ability to address incomplete murals. The existing sign ordinance addresses abandoned signs which is the closest equivalent to an incomplete work of art. The sign code lays out a procedure for addressing abandoned signs through either the repair or removal of the sign.

Murals and painted signs were included in this ordinance because the City has recently seen an increased number of both painted wall signs and murals. This is despite the fact that the City has a longstanding but seldom-enforced ban on "painted wall signs" and the City Code does not officially recognize a "mural" as being any different than an illegal painted wall sign. If the City wants to officially allow murals, the best approach is to distinguish a painted wall sign from a mural and officially exempt murals from sign code regulations. The other possible approach would be to completely prohibit all painted wall signs (including murals) citywide, meaning that no new murals could be painted anywhere in South St. Paul. Based on previous direction from the City Council that was given in 2006 when Black Sheep Coffee asked if they could paint a mural, Staff has written an ordinance that officially legalizes murals by distinguishing them from painted wall signs and listing murals as "exempt" from sign code regulations.

OVERVIEW:

Background

In the last few years, the City has undertaken several sign code "clean-up" projects aimed at improving the code and reducing the number of unnecessary sign variances the City must review each year. The two "clean-up" ordinances that were adopted in 2022 have been successful, both in reducing the amount of staff time spent reviewing variances and creating a sign code that is

consistent with the signage needs of local businesses. City Staff and the Planning Commission are proposing one final sign ordinance update to address some remaining issues:

- The City Code does not line up with the community’s longstanding approach to painted wall signs and murals.
 1. The City Code prohibits all painted wall signs but many of the businesses on Southview Boulevard and Marie Avenue have unlawfully painted signs on their buildings without permits. City Staff has never received any complaints about these signs and many other communities in the metro (i.e. Saint Paul and Edina) allow painted wall signs.
 2. In 2006, the Planning Commission and the City Council directed City Staff to allow a “mural” to be painted on the side of Black Sheep Coffee and instructed Staff not to treat murals like painted wall signs. However, the City Code was never updated to define what a “mural” is or distinguish between murals and painted wall signs. The businesses on Southview and Marie would likely try to claim that their unlawful painted wall signs are “murals” if challenged.
- There are inconsistencies in the rules for temporary signs. *The City has developed standards for temporary signs which have been enforced for many years but these standards have never actually been added to the City Code. This makes it difficult for staff to explain and enforce the regulations for temporary signs.*
- There are inefficiencies in the organization of the sign ordinance. *Many of the sign regulations are arranged in a hodge-podge manner rather than alphabetically which can make it difficult for staff and the public to find the appropriate standards for the desired type of signage. Additionally, there are several outdated and incorrect references littered throughout the code which impacts the readability of the ordinance.*

Proposed Changes to the Sign Ordinance

Painted Signs and Murals

In the last several years, South St. Paul’s passionate artists have been painting the sides of South St. Paul buildings with art that often promotes the business in the same way that a sign would. The locations in South St. Paul with painted wall art include the Farmers Insurance Building (620 Southview Boulevard), Maple Tree Day School (1002 Marie Avenue), the School District Office Building (104 5th Avenue South), Black Sheep Coffee (820 Southview Boulevard), the Coop (157 3rd Avenue South), Southview 66 (725 Southview Boulevard), Pounce and Fetch (512 Southview Boulevard), and Complete Events (525 Southview Boulevard). South St. Paul’s sign code currently prohibits painted signs. While these paintings may appear to be harmless, there could be issues if the City gets a complaint and attempts to enforce the sign ordinance against one business’s painted wall sign while ignoring some of the others and calling them “murals.” As previously stated, the City Code does not clearly distinguish between a painted wall sign and a mural.

The ordinance would codify the approach to murals that the City of South St. Paul has taken since 2006 while also officially legalizing painted wall signs and subjecting them to the same regulations that govern other wall signs. The new language would clarify that painted wall signs are different than murals and would be defined as such. Murals would be defined and listed as an exempt type of sign that the city does not regulate as long as they are going on a building with commercial or industrial zoning or onto an institutional building like a church or school. Painted signs would be regulated the same way as other wall signs and would require a permit.

Temporary Sign Regulations

The ordinance language would codify the standards for temporary signs found on the temporary sign permit application as well as to update and reorganize some of the existing types of temporary signs. These standards include a maximum number of temporary signs that can be at one property (3 signs), a limit to the amount of temporary signage that can be at one property (100 square feet), language that clarifies that temporary signs need to be located on private property, and that temporary signs cannot be illuminated. Historically, the city has required temporary signs that need a permit to be either attached to a wall or an existing monument sign. Under the new regulations, temporary signs would also be allowed to be freestanding.

General Sign Code Reorganization

Many of the changes being made to the sign ordinance are related to the organization of the code as opposed to the content. These changes include creating new code sections to distinguish which types of temporary signs require a permit, eliminating incorrect references throughout the code, and alphabetizing the provisions within the code to improve its readability. Due to the extent of the reorganization being done, the ordinance amendment has been structured as a repeal and replacement.

List of Proposed Changes

Ordinance 1426 would make the following amendments to the current sign regulations:

- Add additional content to the “Purpose” section of the sign ordinance to further refine the purpose and intent of the regulations.
- Create a definition for “mural”.
- Add painted signs as an allowable type of wall sign.
- Update the list of exempted signs to include murals, internal wayfinding signs, and window signs.
- Update the rules for temporary signs to codify the rules that the City has been utilizing for the past decade.
- Allow temporary signs that require a permit to be freestanding.
- Allow small temporary yard signs (up to 6 sq. ft of signage) on residential and institutional properties.
- Clarify how sign area is calculated depending on whether a proposed sign is in a frame or not.
- Eliminate the definition for “cabinet and box signs” which are simply types of wall signs and do not need their own unique code requirements.

- Reorganize the sign code provisions for improved order and readability.
- Increase the number of monument signs allowed for institutional uses that are on a site that is greater than 1 acre in size to one monument sign per street frontage. Each monument sign would only be allowed to be 32 square feet. Only one monument sign would be allowed to have a dynamic, electronic changeable copy, or electronic graphic display.
- Increase the maximum amount of signage allowed in the CGMU-1 district for properties that have frontage on Concord Street and Concord Exchange by 0.5 per lineal feet of building frontage along the secondary public street.
- Simplify the regulations for drive-through signs to allow up to two drive-through signs that are the same size on a property with a drive-through facility.

PLANNING COMMISSION REVIEW

The Planning Commission discussed a draft version of the sign ordinance at their May 1st meeting. The Commissioners expressed support for the ordinance, particularly for the new regulations for painted signs and murals. The Planning Commission then held a public hearing on the ordinance at their June 5th meeting. No one was present to comment on the application and no correspondence was received prior to the meeting. The Planning Commission recommended approval of the ordinance with a 7-0 vote.

STAFF RECOMMENDATION:

Staff recommend the City Council adopt Ordinance 1426 which would overhaul the regulations for signage.

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

ORDINANCE NO. 1426

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 118, ARTICLE VI OF
THE SOUTH ST. PAUL CITY CODE RELATING TO SIGNS**

SECTION 1. REPEAL AND REPLACE. South St. Paul City Code Chapter 118, Article VI is hereby repealed and replaced as follows.

ARTICLE VI. SIGNS

Sec. 118-326. Findings, Purpose and Effect

(a) *Findings.* The City Council hereby finds as follows:

1. Exterior signs have a substantial impact on the character and quality of the environment.
2. Signs provide an important medium through which individuals may convey a variety of messages.
3. Signs can create traffic hazards, aesthetic concerns and detriments to property values, thereby threatening the public health, safety and welfare.
4. The City's zoning regulations have included the regulation of signs in an effort to provide adequate means of expression and to promote the economic viability of the business community, while protecting the City and its citizens from a proliferation of signs of a type, size, location and character that would adversely impact upon the aesthetics of the community and threaten the health, safety and welfare of the community. The regulations of the physical characteristics of signs within the City have had a positive impact on traffic safety and the appearance of the community.

(b) *Purpose And Intent.* It is not the purpose or intent of this Article to regulate the message displayed on any sign; nor is it the purpose or intent of this Article to regulate any building design or any display not defined as a sign, or any sign which cannot be viewed from outside a building. The purpose and intent of this Article is to:

1. Regulate the number, location, size, type, illumination and other physical characteristics of signs within the City in order to promote the public health, safety and welfare.
2. Maintain, enhance and improve the aesthetic environment of the City by preventing visual clutter that is harmful to the appearance of the community.

3. Improve the visual appearance of the City while providing for effective means of communication, consistent with constitutional guarantees and the City's goals of public safety and aesthetics.
 4. Provide for fair and consistent enforcement of the sign regulations set forth herein under the zoning authority of the City.
- (c) *Effect.* A sign may be erected, mounted, displayed or maintained in the City if it is in conformance with the provisions of these regulations. The effect of this Article, as more specifically set forth herein, is to:
1. Allow a wide variety of sign types in commercial zones, and a more limited variety of signs in other zones, subject to the standards set forth in this section.
 2. Allow certain small, unobtrusive signs incidental to the principal use of a site in all zones when in compliance with the requirements of this section or when required by federal, state or local law.
 3. Prohibit signs whose location, size, type, illumination or other physical characteristics negatively affect the environment and where the communication can be accomplished by means having a lesser impact on the environment and the public health, safety and welfare.
 4. Provide for the enforcement of the provisions of this Article.
- (d) *Severability.* If any subsection, sentence, clause, or phrase of this Article is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this section. The City Council hereby declares that it would have adopted this section in each subsection, sentence, or phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, or phrases be declared invalid.

Sec. 118-327. Definitions.

For the purposes of this Article, words and terms shall have the following meanings and follow the rules set forth in Code Section 118-7.

A-frame sign means a movable freestanding sign hinged at the top or attached in a way that forms a similar shape to the letter "A" when viewed from the side. A-frame signs are only allowed on a temporary basis and may not be used as permanent signage.

Abandoned sign means any sign and/or its supporting sign structure that remains without a message or whose display surface remains blank for more than one year or that pertains to a time, event, or purpose that no longer applies. Abandoned signs are not legally established nonconforming signs.

Address sign means a sign on a building used for proper identification of the location of the property.

Area identification sign means a sign on private property, which identifies the name of a neighborhood, a residential subdivision, a multiple residential complex, a shopping center or area, an industrial park, an office park, or any combination of the above, but does not specifically

identify the individual businesses therein. An area identification sign must be a freestanding sign unless a different type of sign is explicitly authorized by this ordinance for a specific use.

Awning means a roof-like cover, often of fabric, plastic, metal, or glass, designed and intended for protection from the weather or as a decorative embellishment, that projects from a wall or roof of a structure primarily over a window, walk, or the like. Any part of an awning that also projects over a door shall be considered an awning.

Awning sign means a sign or graphic printed on or in some fashion attached directly to the awning material. An awning sign is a form of a projecting sign.

Balloon sign means a sign consisting of a bag made of lightweight material supported by helium or hot or pressured air that is greater than 24 inches in diameter.

Banner means any sign of lightweight fabric or similar material mounted to a pole or a building at one or more edges. Flags, as defined herein, shall not be considered banners.

Building frontage means the exterior building wall of a principal building that face a public street. When no exterior building walls are parallel to a street, the building frontage shall be the exterior wall that is most oriented towards the street. If a building façade has multiple wall segments that all face the same public street, these walls shall all be considered part of the building frontage.

Building marker means memorial signs or tablets, names of buildings, and date of erection when cut into any masonry surface or inlaid so as to be part of the building or when constructed of bronze or other noncombustible material.

Canopy means a roof-like cover, often of fabric, plastic, metal, or glass on a support that provides shelter over a doorway.

Canopy sign means any sign that is part of or attached to a canopy made of fabric, plastic, or any other structural protective cover over a door or entrance. A canopy sign is a form of a projecting sign.

Commercial speech means speech that is advertising a business, profession, commodity, service, or entertainment.

Directional sign means a sign erected for the purpose of directing vehicular or pedestrian traffic within a commercial or multi-family property.

Drive-through sign means a sign located on the site of an allowed drive-through use. Directional signs are not considered drive-through signs.

Dynamic display sign means a sign with any characteristics that appear to have movement or that appear to change, caused by any method other than physically removing and replacing the sign or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other component of the sign. This includes a display that incorporates a technology or method allowing the sign face to change the image without having to physically or mechanically replace the sign face or its components. This also includes any rotating, revolving, moving, flashing, blinking, or animated display and any display that incorporates rotating panels, LED lights manipulated through digital input, "digital ink" or any other method or technology that allows the sign face to present a series of images or displays.

Dynamic display off-premises sign means an off-premises sign or portion thereof that displays electronic static or dynamic text, images, graphics, or pictures where the message change sequence is accomplished by any method other than physically or mechanically removing and replacing the sign face or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other component of the billboard. This includes a display that incorporates a technology or method allowing the sign face to change the image without physically or mechanically replacing the sign face or its components. This also includes, but is not limited to, any display that incorporates light bulbs, fiber optics, LED lights manipulated through digital input, “digital ink”, or any other method or technology that allows the sign face to present a series of text, images, or displays. An off-premises sign is a sign that bears a message promoting a use that is not located on the subject property or premises.

Electronic changeable copy sign means a sign or portion thereof that displays electronic, nonpictorial, text information in which each alphanumeric character, graphic, or symbol is defined by a small number of matrix elements using different combinations of light emitting diodes ("LEDs"), fiber optics, light bulbs, or other illumination devices within the display area. Electronic changeable copy signs include computer programmable, microprocessor controlled electronic displays.

Electronic graphic display sign means a sign or portion thereof that displays electronic, static images, static graphics, or static pictures, with or without text information, defined by a small number of matrix elements using different combinations of LEDs, fiber optics, light bulbs, or other illumination devices within the display area where the message change sequence is accomplished immediately or by means of fade, re-pixelization, or dissolve modes. Electronic graphic display signs include computer programmable, microprocessor controlled electronic or digital displays. Electronic graphic display signs include images or messages with these characteristics projected onto buildings or other objects.

Erect means the activity of constructing, building, raising, assembling, placing, affixing, attaching, creating, painting, drawing, or any other way of bringing into being or establishing.

Flag means any fabric or similar lightweight material attached at one end of the material, usually to a staff or pole, so as to allow movement of the material by atmospheric changes and that contains distinctive colors, patterns, symbols, emblems, insignia, or other symbolic devices.

Freestanding sign means a sign that is placed in the ground and not affixed to any part of a structure or building.

Freeway is a principal arterial highway, as defined in the comprehensive plan.

Freeway sign means an on-premises pylon sign that is located on the property of the business for which it is identifying and is immediately adjacent to a freeway.

Grade means the final ground elevation after construction. Earth mounding criteria for landscaping and screening is not part of the final grade for sign height computation.

Gross sign area means the method of calculating the allowable square footage of signs. The stipulated maximum gross area for a sign refers to a single facing. Freestanding signs which are V-shaped be considered as two signs. Gross area shall be calculated as follows:

- (a) *Signs with a frame*: The area within the frame, including all lettering, wording, and accompanying designs and symbols, together with all the background, whether open or

enclosed, on which they are displayed, including a message board. The area shall not include the main support structure but shall include any other ornamental attachments that are not a part of the main support of the sign.

- (b) *Signs without a frame*: The gross area shall be the smallest rectangle that encompasses all of the letters or symbols.

Height means the vertical distance measured from the base of the sign at grade to the top of the highest attached component of the sign.

Illegal sign means a sign that is erected without first complying with all City ordinances and regulations in effect at the time of its construction and erection or use. Abandoned signs, unsafe signs, and signs attached to vacant buildings are also illegal signs.

Illuminated sign means any sign that contains an element designed to emanate artificial light internally or externally.

Interior sign means a sign which is located within the interior of any building, or within an enclosed courtyard, that is not visible from the property line or public right-of-way.

Legally established nonconforming sign means any sign and its support structure lawfully erected prior to the effective date of this article that fails to conform to the requirements of this article. A sign that was erected in accordance with a variance granted prior to the adoption of this article and does not comply with this article shall be deemed to be a legally established nonconforming sign.

Master Sign Plan means a written document describing all proposed signage for a specific site, development or complex, submitted by the owner/manager. It shall, at a minimum, include sign type, location, and size information for all signage that will be installed.

Monument sign means any freestanding sign independent from any building or other structure that is mounted on the ground or mounted on a base at least as wide as the sign. A monument sign is typically solid from grade to the top of the structure; however, a monument sign may include open area below the face of the sign if the sign complies with the monument sign supporting sign structure design criteria.

Mural means a work of art intended as artistic expression and not as a commercial message and is hand-painted or hand-tiled directly on to the exterior wall of a commercial property used for a commercial, industrial or institutional use. A mural does not include displays with electrical or mechanical components or a changing image art display.

Noncommercial speech means the dissemination of messages not classified as commercial speech which include, but are not limited to, messages concerning political, religious, social, ideological, public service, and informational topics.

Nonelectronic changeable copy sign means a sign or portion thereof that has a readerboard for the display of text information in which each alphanumeric character, graphic, or symbol is defined by objects, not consisting of an illumination device, that may be changed or re-arranged manually or mechanically with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign.

Off-premises sign means a sign bearing a commercial message that is located on property that is not the premises, property, or site of the use identified or advertised on the sign.

On-premises sign means a sign bearing a commercial message that is located on the premises, property, or site of the use identified or advertised on the sign.

Pennant means a relatively long, tapering flag.

Projecting sign means a sign that projects from a wall or other surface. Examples may include, but are not limited to awning, canopy, and wall signs.

Pylon sign means any freestanding sign that has its supportive structure(s) anchored in the ground and a sign face elevated above ground by pole(s) or beam(s) with an open area below the face of the sign. A pylon sign shall have a minimum height of ten feet and a maximum height as established by the zoning district.

Roof sign means any sign erected wholly upon the roof or parapet of a building that is wholly or partially supported by the building upon which it is erected.

Rotating sign means a sign that revolves or rotates on an axis.

Sign means any structure, fixture, placard, announcement, declaration, device, demonstration, or insignia used for direction, information, identification, or to advertise or promote any business, product, goods, activity, services, ideas, or interests. A sign shall not be deemed to include any transparent window cling(s); architectural embellishment(s) of a building not intended to communicate information; any sign or structure that is not visible from an adjacent street, property line or building on an adjacent property.

Static off-premises sign means an off-premises sign or portion thereof that displays static text or images which can only be modified by physically or mechanically removing and replacing the sign face or its components. A static off-premises sign is an entirely different type of sign than a dynamic display off-premises sign and it is not permissible for the owner of a lawful nonconforming static off-premises sign to intensify their nonconformity by converting any part the static off-premises sign to a dynamic display off-premises sign. An off-premises sign is a sign that bears a message promoting a use that is not located on the subject property or premises.

Temporary sign means a sign that can be easily installed and removed and is intended to be displayed for a short period of time as further defined in this Article.

Unsafe sign means any sign that is out of order, in disrepair, rotten, hazardous, or in any other manner unsafe.

Video display sign means a sign that changes its message or background in a manner or method of display characterized by motion or pictorial imagery, which may or may not include text, and depicts action or a special effect to imitate movement, the presentation of pictorials or graphics displayed in a progression of frames which give the illusion of motion, including but not limited to the illusion of moving objects, moving patterns or bands of light, or expanding or contracting shapes. Video display signs do not include electronic changeable copy signs. Video display signs include images or messages with these characteristics projected onto buildings or other objects.

Walk-up Window Sign means a sign located next to a walk-up window which is oriented towards customers engaging in transactions at the window and features text that is not easily readable by passing vehicular traffic.

Wall means any structure that defines the exterior boundaries or courts of a building or structure and that has a slope of 60 degrees or greater with the horizontal plane.

Wall sign means a sign painted or fastened to the exterior front, rear, or side wall of a building or structure that does not extend vertically above the highest portion of the roof.

Window sign means a sign designed to communicate information about an activity, business, commodity, event, sale or service that is placed inside a window or upon the window glass so as to be primarily visible from the exterior of the building or structure.

Yard sign means a temporary, noncommercial freestanding sign that is placed in the yard of a private property.

Sec. 118-328. Permits Required.

- (a) It shall be unlawful for any person to erect, alter, replace, or relocate any sign without first obtaining a permit and paying the required fees, except as herein otherwise provided, including those approved through the Master Sign Plan process. All signs must be constructed in accordance with all applicable City Code provisions, including permits and fees.
- (b) If the sign requires electricity, it must be installed in accordance with the current electrical code and a separate permit from the building official may be necessary prior to placement.
- (c) Freestanding signs may require a building permit in addition to a sign permit at the discretion of the Building Official. If a building permit that is based on the project value is required, the fee for the sign permit shall be waived.

Sec. 118-329. Exceptions.

The following signs do not require a sign permit and do not count towards the total amount of signage allowed at a property, provided they meet the performance standards as described in this Article and conform to any other provisions of the City Code.

- (a) Address signs.
- (b) Building markers.
- (c) Directional signs, which shall not exceed 6 square feet in gross area and 5 feet in height.
- (d) Murals in the following situations:
 - (1) Murals on a property with commercial or industrial zoning that is being used for a commercial or industrial use.
 - (2) Murals on a property that is being used for public or institutional use.
 - (3) Murals on residential buildings containing at least 4 dwelling units that have CGMU or MMM zoning.
- (e) Noncommercial flags.

- (f) Signs of the City, county, state or federal government and subdivisions and agencies thereof.
- (g) Walk-up window signs that are oriented towards customers engaging in a transaction at a walk-up window and which feature text that is not readily readable by passing traffic. Electronic changeable copy walk-up window signs require a conditional use permit and are not considered an exempt sign.
- (h) Window signs when located in the C-1, CGMU, GB, and MMM districts may be placed within a building, however the window coverage shall not exceed 30 percent of each window. There shall be no more than a maximum area of 80 square feet per street frontage for window signs. Electronic changeable copy window signs require a conditional use permit and are not considered an exempt sign.

Sec. 118-330. Prohibited Signs.

- (a) Abandoned signs.
- (b) Balloon signs.
- (c) Commercial flags.
- (d) Graffiti.
- (e) Illegal signs.
- (f) Off-premises signs, except A-frame signs as permitted in Code Section 118-331 and dynamic display off-premises signs as allowed in Section 118-334.
- (g) Permanent banners or pennants, except those permitted by Minn. Stats. § 412.221, Subd. 34.
- (h) Permanent sale signs.
- (i) Portable (trailer) signs.
- (j) Pylon signs.
- (k) Roof signs.
- (l) Revolving or rotating signs.
- (m) Search lights or strobe lights.
- (n) Signs containing content classified as "obscene" as defined by Minnesota statutes, section 617.241.
- (o) Signs containing audio speakers or any form of pyrotechnics, except drive-through signs which may have audio speaker systems.
- (p) Signs that physically obstruct windows, doors, fire escapes or an opening intended to provide ingress or egress to any structure or building.
- (q) Signs painted, attached, or in any other manner affixed to fences, trees, rocks, or other similar natural surfaces, or attached to public utility poles, bridges, towers, or similar public structures.

- (r) Signs that appear in color or design to resemble a traffic sign or signal or that make use of words, symbols, or characters in such a manner as to interfere with, mislead, or confuse pedestrian or vehicular traffic.
- (s) Signs that are affixed to vehicles or trailers that are not in use or are parked in such a fashion as to serve as additional freestanding signs. Permanent signs on operable commercial vehicles or trailers (that are used as part of the everyday operation of the business) are not prohibited by this section and are allowed.
- (t) Unsafe signs.
- (u) Video display signs.

Sec. 118-331. Temporary Signs.

Temporary signs located in a commercial or industrial district or for an institutional use, except those listed in Code Section 118-329 or exempted below, are subject to the following requirements:

- (a) Temporary Sign Performance Standards
 - (1) Temporary signs require a permit unless otherwise listed below.
 - (2) Temporary signs shall be located on private property and outside of the public right-of-way.
 - (3) Temporary signs may be freestanding or mounted onto an existing structure (such as a wall or an existing monument sign).
 - (4) Temporary signs do not count towards the total amount of signage allowed at a property.
 - (5) No individual sign shall exceed 8 feet in height.
 - (6) A property may have up to 3 temporary signs on the premises at one time.
 - (7) The total amount of temporary signage allowed at one time shall not exceed 100 square feet in area.
 - (8) All temporary signs must be discontinued 30 days after installation.
 - (9) A property cannot have temporary signage displayed at the site for more than 120 days per calendar year.
 - (10) Temporary signs may not be illuminated.
 - (11) Temporary signs may not be installed in a manner that obstructs sight lines at a street intersection and their placement is subject to the provisions of Section 118-246(c).
- (b) Temporary Signs That Do Not Require a Permit
 - (1) A-frame signs when located in the C-1, CGMU, GB, and MMM districts and for institutional uses in residential zoning districts provided they comply with the following:
 - a. There shall be no more than one A-frame sign per property.

- b. The A-frame sign is made of durable, exterior-grade materials that are weather-resistant.
 - c. The A-frame sign is located on the street frontage directly in front of the building which the A-frame sign is for.
 - d. The A-frame sign must be located behind the curb and in such a manner as to prevent obstructing access to vehicles using on street parking.
 - e. The A-frame sign must not obstruct a driveway or public sidewalk, trail, road, or other public right-of-way.
 - f. The A-frame sign is no larger than 8 square feet and no greater than 4 feet in height.
 - g. The A-frame sign must be removed at the close of business and stored inside a building when the business is closed. The A-frame sign must not be permanently attached to the ground, building, or any other surface.
- (2) Community event signs provided are displayed for no more than 30 days prior to the event and are removed no more than 2 days after the event.
- (3) Signs on ballfield fences no larger than 32 square feet and occupying no more than 70 percent of the fence.
- (4) Signs for an active construction site. Signs at an active construction site may be up to 96 square feet in size and are allowed on any property with an active development approval or building permit provided that the sign is removed upon completion of the project. Only one (1) such construction sign is permitted per lot. In addition to this allowance, in the MMM, CGMU, C-1, I, and I-1 districts, unlit construction banner signs may be affixed to temporary security fencing surrounding the construction site provided that the banners are kept in good repair, do not extend beyond the top of the fence, and all temporary fencing and banners are removed at the completion of the project.
- (5) Signs for the purpose of selling or leasing real property. Such signs must be removed within 7 days following the lease or sale of the property or premises and they comply with the following size restrictions:
- a. In the R-1 and R-2 districts, an individual sign shall not exceed 9 square feet in gross area.
 - b. In the R-3 and R-4 districts, an individual sign shall not exceed 18 square feet in gross area.
 - c. In the CGMU-1 and CGMU-2 districts, an individual sign shall not exceed 24 square feet in gross area.
 - d. In the C-1, GB, MMM, and I districts, an individual sign shall not exceed 32 square feet in gross area.
- (6) Yard signs when the signs are located on a private property with residential zoning or that is being used for an institutional use. The total number of signs shall not exceed two (2) and the total size of the two signs shall not exceed six (6) square feet

Sec. 118-332. General Provisions

The following provisions shall apply in all zoning districts.

- (a) *Illumination.* In general, all lighted signs shall comply with the standards for exterior lighting found in Section 118-245, unless otherwise listed in this section. Illuminated signs may be internally or externally lit. External illumination for signs shall be constructed and maintained so that the source of light is not visible from an adjacent property or the right-of-way.
- (b) *Legally established nonconforming signs.* Legally established nonconforming signs are subject to the provisions found in Minnesota Statute § 462.357.
- (c) *Location and setback.* Except for projecting signs, attached wall signs, awning and canopy signs, dynamic display off-premises signs, and signs that are listed as exceptions in Code Section 118-329, signs in all zoning districts shall be located at least 5 feet from all property lines. No freestanding signs shall be located within the traffic visibility triangle.
- (d) *Repairs and removal.*
 - (1) Abandoned signs. Any abandoned sign shall be removed or otherwise properly brought into compliance by the property owner upon receipt of notice to do so given by the City. In the case of a painted sign, removal shall mean the complete repainting of the background on which the sign is painted.
 - (2) Illegal signs. Any fixed sign constructed, placed, or maintained in violation of this Article shall be removed by the property owner upon receipt of notice to do so given by the City.
 - (3) Unsafe signs. Any unsafe sign shall be removed or otherwise properly secured by the property owner upon receipt of notice to do so given by the City.
- (e) *Signs constituting a public nuisance.* Any abandoned, illegal, or unsafe sign is hereby declared to be a danger to the health, safety, and welfare of the citizens of South St. Paul and is declared to be a public nuisance subject to abatement and assessment, except that legally established nonconforming signs shall not be abated until they have been abandoned for more than one year.

Sec. 118-333. On-Premises Signs

- (a) *Awning and canopy signs.* Awning and canopy signs shall comply with the following requirements:
 - (1) They shall be limited to single-story buildings or to the first level only of multi-story buildings.
 - (2) They shall have a minimum clearance of 8 feet above grade.
 - (3) The maximum height of an awning or canopy shall be 5 feet.

- (4) No awning shall project over a public sidewalk or into a public right-of-way without the approval of the City Engineer.
 - (5) Illuminated canopy and awning signs shall comply with the following lighting requirements:
 - a. On nonresidential buildings in residential districts, the direct source of light shall not be visible from the public right-of-way or adjacent residential use or district.
 - b. For signs or illuminated areas less than 3 feet in height, the degree of illumination or candlepower of illuminated canopies and awnings shall be limited to a single lamp exterior fluorescent fixture, running the entire length of the illuminated area.
 - c. For signs or illuminated areas 3 to 5 feet in height, the degree of illumination or candlepower shall be limited to double lamp fixtures.
 - d. In no event shall the power of the fixture exceed 10 watts per foot for single lamp fixtures and 20 watts per foot for double lamp fixtures.
- (b) *Drive-through sign.* Drive-through signs are allowed in addition to other permitted signs on site and shall not be used to calculate the maximum signage for the property. Drive-through signs are subject to the following performance standards:
- (1) Number. Each business with a drive-through facility is allowed to have two drive-through signs.
 - (2) Area. The maximum size of a drive-through sign is 50 square feet.
 - (3) Height. The height of a drive-through sign shall not exceed 6 feet.
 - (4) Location. Drive-through signs must be located adjacent to the drive-through aisle and all portions of the signs must be located at least 10 feet from the property line. When a site directly abuts a residential use, a drive-through sign must be set back at least 75 feet from the residential property line.
 - (5) Illumination. Illumination is permitted.
 - (6) Electronic changeable copy drive-through signs. A drive-through sign may be an electronic changeable copy sign if expressly allowed through its conditional use permit. Such signs shall be oriented so that their content is not readily visible to individuals who are not using the drive-through facility and the City may require screening to avoid negative impacts to neighboring properties.
- (c) *Dynamic display, electronic changeable copy, and electronic graphic display signs.* The following standards apply to dynamic display signs, electronic changeable copy, and electronic graphic display signs:
- (1) A Conditional Use Permit is required for all dynamic, electronic changeable copy, or electronic graphic display signs.

- (2) Maximum size of the sign. An electronic dynamic display or electronic graphic display sign shall not exceed 75 percent of the maximum size permitted for a freestanding sign in that district.
- (3) Number of signs and distance to other electronic signs. There shall be no more than 1 electronic sign per property and each sign must be located at least 60 feet from any other electronic sign on any other property as measured in a straight line from the base of the sign to the base of any other electronic sign.
- (4) Distance to residential uses: Each sign shall be located at least 60 feet from a residential use, as measured in a straight line from the base of the sign to the nearest lot line of the residential use. In the case of a mixed-use development that includes residential uses a sign may be located less than 60 feet from a residential use within that same development provided that the residential use(s) are located at a significantly higher elevation or similar means of reducing the impact of the brightness and impact of the sign to equate to the straight-line distance of 60 feet.
- (5) Display hold time. In all non-residential districts, no part of a display shall change more than once every 8 seconds.
- (6) Transitions: Display transitions shall be limited to 1 second. Transitions such as slideshow and fade/dissolve may be used.
- (7) Illumination limits. The difference between the off and solid-message measurements using the electronic sign measurement criteria shall not exceed 0.3 footcandles above ambient levels when measured using the chart below. Measurement should be taken according to the procedures outlined by the International Sign Association.

Sign Area Versus Measurement Distance

Area of Sign (sq. ft.)	Measurement Distance (ft.)
10	32
15	39
20	45
25	50
30	55
35	59
40	63
45	67
50	71

55	74
60	77
65	81
70	84
75	87
80	89
85	92
90	95
95	97
100	100

*For signs with an area in square feet other than those specifically listed in the table (i.e. 12 square feet, 112 square feet, etc.) the measurement distance may be calculated with the following formula: Measurement Distance = the square root of (Area of the sign square feet times 100).

- (8) Dimming capabilities. All permitted electronic signs shall be equipped with a sensor or other device that automatically determines the ambient illumination and shall be programmed to automatically dim adjusting to ambient light conditions, or that can be adjusted to comply with the 0.3 footcandle measurements. These signs must also be equipped with a means to immediately turn off the display or lighting if it malfunctions, and the sign owner or operator must immediately turn off the sign or sign lighting when notified by the City that the sign is not complying with the standards in this section.

- (d) *Freestanding signs.* Except for area identification signs, no more than 1 permanent freestanding sign shall be located on any single property unless otherwise is stated 118-335. Freestanding signs shall be at least 100 feet from any other freestanding sign on a different street frontage on the same property. The total gross area of all the signs on the property cannot exceed the maximum aggregate signage for the property.

- (e) *Freeway Signs.* Freeway signs are only allowed by a conditional use permit in the general business (GB), light industrial (I-1) and industrial (I) zoning districts and are subject to following conditions:
 - (1) One freeway sign is allowed per property.

- (2) The maximum gross area of a freeway sign shall not exceed 200 square feet in area and 15 feet above the height of the interstate roadway surface at the point thereof nearest the sign.
- (3) The sign must be located on the portion of the property closest to the freeway and may not be closer than 350 feet from any other freeway sign on the same side of the freeway, as measured in a straight line from the base of the sign to the base of any other freeway sign.
- (4) A property with a freeway sign shall be allowed to have a maximum aggregate property signage of at least 300 square feet in gross area.
- (5) The supporting structure of a freeway sign shall be comprised of brick, stone, stucco, synthetic stucco, concrete masonry units (CMU) that are textured, burnished or decorative or factory finished metal panels. Exterior construction materials must be maintenance-free and colored only by means of a pigment integral to the material, not applied to the surface and must be compatible with the building(s) on the lot. The maximum number of supports per sign shall be two. All supports shall be vertical. No cable shall be used to support the sign.

(f) *Monument Signs.*

- (1) Monument Sign Base. The supporting base of a monument sign shall be comprised of brick, stone, stucco, synthetic stucco, concrete masonry units (CMU) that are textured, burnished or decorative, or factory finished metal panels. Exterior construction materials must be maintenance-free and colored only by means of a pigment integral to the material, not applied to the surface and must be compatible with the building(s) on the lot. The term "compatible" shall include but is not limited to materials that are consistent with the principal architectural features and colors of the building identified by the sign.
- (2) Landscaping Design. A monument sign shall be incorporated into a landscaping scheme or planter box. Monument signs may incorporate additional berming into its landscape design on a slope of 3 to 1 where the berming is incorporated into an overall landscaping design plan. The maximum height of the berm shall be three feet above the adjacent street grade. Landscaping shall be provided on the slopes of the berm in an interesting and varied appearance. Where a planter box is incorporated, the landscaping shall occur in and around the planter with a similar attractive design.
- (3) Number of sign supports. The maximum number of supports per sign shall be 2. All supports shall be vertical. No cable shall be used to support the sign.
- (4) Height and Size. The total height of a monument sign, including the planter box, berm, and sign graphic, shall not exceed the maximum height for a sign permitted

in the underlying zoning district. The gross area of a monument sign shall not exceed 100 square feet.

(g) *Pylon Signs*. Pylon signs are prohibited in all zoning districts except for the following:

(1) Freeway signs may be allowed by conditional use permit in the General Business (GB), Industrial (I), and Light Industrial (I-1) zoning districts. Unless a more restrictive size is stated in a particular zoning district, a freeway sign shall not exceed 15 feet above the height of the interstate roadway at the point thereof nearest the proposed sign. The gross area of the individual sign shall not exceed 200 square feet. When in conflict, the more restrictive size shall apply.

(h) *Wall Signs*.

(1) *Attached wall signs (including painted wall signs)*. Attached wall signs must be flat and parallel to the surface of the building and project no more than 12 inches. Attached wall signs may project into a public right-of-way or beyond a legal setback line up to 12 inches, provided such signs do not violate Minnesota Statutes § 160.27.

(2) *Projecting wall signs*. Projecting wall signs must be perpendicular to the surface of the building and no more than 12 inches in thickness and comply with the following standards:

a. Projecting signs may project no more than 4 feet from the front of the edge of the building and be more than 15 square feet in gross area per side.

b. Projecting signs may not extend over a public right-of-way or public property except with the written permission of the City Engineer. When a projecting sign extends over a right-of-way, there shall be at least 8 feet of clearance between the ground level and the lowest point of the projecting sign. In no case may a projecting sign come closer than 2 feet from the curb line.

c. Projecting signs may not extend over a designated parking space or loading area.

d. One projecting sign per entrance on a street frontage is permitted. Projecting signs shall be at least 20 feet from other projecting signs.

(3) *Wall signs on a multi-tenant building*. Each tenant in a multi-tenant building is allowed 1 wall sign, however, the total cumulative square footage for all signs may not exceed the maximum gross area of signage allowed for the property, unless additional signage is approved through a master sign plan.

Sec. 118-334. Dynamic Display Off-Premises Signage

(a) *Findings, Purpose, and Intent*. The City desires to facilitate communication between area businesses and nonprofits and drivers utilizing the Interstate 494 corridor and also desires to promote the health, safety, and welfare of the community through public service messaging. Dynamic display off-premises signs are able to cycle through a number of different messages and can communicate all of these messages effectively without causing a proliferation of sign structures and sign surfaces along the highway

corridor. With this type of signage, there are opportunities for the City and public safety agencies to communicate about local events and critical emergencies. The City does not allow static off-premises billboard signage because these signs are inefficient, result in visual clutter, and are unable to support emergency messaging or the efficient promotion of community events.

The City is committed to protecting the aesthetics of the Mississippi River Corridor Critical Area (MRCCA), a part of the community that is protected by State Statute and shares a border with the Mississippi National River and Recreation Area, a unit of the National Park Service. Consistent with State Statute, the City administers a local MRCCA ordinance which contains numerous provisions designed to protect the community's scenic vistas, especially views to and from the river and river bluffs. The Department of Natural Resources requires the City to adopt minimum MRCCA standards but actively encourages Cities to take additional steps to protect the aesthetics of the MRCCA. To protect this critical resource area from visual clutter, it is the City's intention that no new billboard signage shall be permitted in the MRCCA and no existing nonconforming billboard signage in the MRCCA shall be permitted to be expanded or intensified in a way that will increase its value and make its discontinuance more unlikely.

(b) *Location and Eligibility*

- (1) Dynamic display off-premises signs shall only be allowed on properties that are zoned GB-General Business.
- (2) A dynamic display off-premises sign may only be erected on a property abutting Interstate Highway 494. The dynamic display off-premises sign must be oriented towards and designed to be viewed from Interstate Highway 494.
- (3) Dynamic display off-premises signs are prohibited on properties located within the Mississippi River Corridor Critical Area (MRCCA) overlay district.
- (4) The minimum distance in any direction between any two off-premises dynamic display signs shall be two thousand (2,000) feet.

(c) *Conditional Use Permit Required.* A conditional use permit shall be required for any dynamic display off-premises sign.

(d) *Performance Standards.* Dynamic display off-premises signs are subject to the following requirements:

- (1) All dynamic display off-premises signs shall comply with federal and state rules and regulations for signs along interstates and highways and shall obtain any required federal and state permits.
- (2) The maximum allowable size shall be seven hundred (700) square feet per sign surface and no sign shall contain more than two (2) sign surfaces. Each sign surface must be designed to be read from an opposite direction.

- (3) The maximum allowable height is fifty (50) feet from the grade of the travel lane of Interstate 494.
- (4) The design of the sign and its support structure shall be approved by the City. The base or support structure shall incorporate EIFS, veneer, brick, stone, decorative block, or a similar cladding material that has been approved by the City.
- (5) Dynamic display off-premises signs shall have a minimum display duration of eight (8) seconds. Such displays shall contain static messages only. The change from one static message to another shall either be instantaneous without any special effects or shall employ a dissolve or fade transition or another subtle transition technique that does not have the appearance of moving text or images. No transition may take longer than one second.
- (6) The sign shall be rectangular in shape and all messages must be contained within the sign. The portion of any dynamic or illuminated sign that is used for the conveyance of any message will be included within the overall size of the sign.
- (7) The sign must be freestanding and shall not be affixed to any building.
- (8) The sign may not emit any sound.
- (9) The sign shall have ambient light monitors installed and shall be configured to allow such monitors to automatically adjust the brightness level of the electronic sign based on light conditions at all times.
- (10) The sign shall comply with the following brightness standards: the sign shall not exceed seven thousand five hundred (7,500) Nits (candelas per square meter) between the hours of civil sunrise and civil sunset measured from the face of the sign. During nighttime hours, the sign shall not exceed five hundred (500) Nits. The light level shall not exceed 0.3 footcandles above ambient light as measured from a pre-set distance depending on sign size. Measuring distance shall be determined using the following equation: the square root of the message center sign area multiplied by 100. Example: 12 square foot sign $\sqrt{(12 \times 100)} = 34.6$ feet measuring distance.
- (11) Dynamic display billboards shall be constructed with the use of light-blocking technology. As measured from a point on the sign face furthest from the right-of-way, the area on the ground more than 22.5 degrees from the roadway must be light protected by light-blocking technology. "Light protected" is defined as having a reduction of brightness/luminance (and visibility) of over 90 percent, or equivalently, a remaining brightness of less than ten percent as compared to the nominal forward brightness of the sign.
- (12) The sign shall have a fully-functional monitoring off switch system that shuts the dynamic display sign off when the display deteriorates, in any fashion, five (5) percent or greater until the dynamic display sign has been repaired to its fully-functional factory specification.
- (13) The lamp wattage and luminance level in Nits of the sign shall be provided at the time of permit application from the owner or operator of the sign. The sign must

at all times be operated in accordance with City Code and the owner or operator shall provide proof of such conformance upon request of the City.

- (14) Public service messages, in addition to emergency messages such as Amber Alerts, shall be provided on the dynamic display billboard sign at no cost to the public. Any Applicant for a conditional use permit for an off-premises dynamic display sign shall enter into an agreement with the City to provide up to 30 hours of no-cost display time per month on each face of the sign, with each display lasting 8 seconds. The messages shall be reasonably distributed throughout a 24-hour period and shall not be relegated to the midnight to 6:00 AM time frame.
- (15) Portable dynamic display off-premises signs are not allowed in any district.
- (16) Nonconforming static off-premises signs may not be converted to dynamic display off-premises signs.

Sec. 118-335. Permitted Signs by District.

Any sign that is not listed as a permitted (P) or allowed by Conditional Use Permit (C) is prohibited. An asterisk (*) indicates special conditions within the zoning district.

Figure A-1. Permissible Signs By District

	R-1 R-2 R-3	R-4	CGMU-1	CGMU-2	MMM	C-1	GB	I I-1
Signage Area and Size								
Maximum Gross Area of all Signage on the Property (Square Feet)	6*	24*	150*	150*	150*	150*	200*	200*
Individual Sign Maximum Gross Area (Square Feet)	6*	24	100	100	100	100	100*	100*
Height (Feet)	6	6	8	8	8	8	12*	12*
Type of Signage								
Area Identification Signs	P	P	P	P	P	P	P	P
Drive-Through Signs	—	—	C*	C	C	C	C	C
Dynamic Display Signs	C*	C*	C*	C	C	C	C	—
Dynamic Display Off-Premises Signs	—	—	—	—	—	—	C*	—
Electronic Changeable Copy Signs	C*	C*	C*	C	C	C	C	C

Electronic Graphic Display Signs	C*	C*	C*	C	C	C	C	—
Freeway Signs	—	—	—	—	—	—	C*	C
Illuminated Canopy and Awning Signs	C	P	C	C	C	C	C	C
Monument Signs	P*	P	C*	P*	P*	P	P	P
Nonelectronic Changeable Copy Signs	P*	P	C*	P*	P*	P	P	P
Nonilluminated Awning and Canopy Signs	P	P	P	P	P	P	P	P
Projecting Signs	C	P	P	P	P	P	P	—
Wall Signs	P/C*	P	P*	P*	P*	P	P	P

(a) Within residential zoning districts (R-1 through R-3) signs must comply with the following regulations:

- (1) Aggregate property signage: The maximum gross signage for a property shall not exceed 6 square feet in gross area unless otherwise excepted below.
- (2) Individual signs: The maximum gross area per sign shall not exceed six square feet in gross area and six feet in height, or as otherwise excepted below.
- (3) The following types of signs are permissible:
 - a. Area identification signs.
 1. Neighborhoods of single-family and two-family homes are allowed 1 area identification sign per subdivision or development which must be a monument sign and may not exceed 24 square feet in area.
 2. Multifamily dwellings with at least four units are allowed one non-illuminated area identification sign which shall not exceed 6 square feet in area except as noted below. The sign must be an attached wall sign except as noted below.
 3. In the R-3 district, multifamily dwellings on parcels larger than 25,000 square feet are allowed one non-illuminated area identification sign not exceeding 24 square feet in area. The sign may be either an attached wall sign or a monument sign.
 - b. Nonilluminated awning signs and nonilluminated canopy signs.
 - c. Wall signs and monument signs for an institutional use.
 1. Institutional uses shall be permitted one monument sign per property. An institutional use located on a parcel that is 1 acre in size or larger with

multiple street frontages may have one monument sign on each street frontage. No such sign shall exceed a gross area of 32 square feet.

2. Institutional uses may have up to 24 square feet of wall signage per street frontage. No more than 24 feet of wall signage may be directed towards each individual frontage. Illuminated wall signs shall require a conditional use permit.
3. Group family day cares, as defined in Section 118-8, are not considered an institutional use for the purposes of this section.
- d. Nonelectronic changeable copy signs, which are allowed only for institutional uses.

(4) The following types of signs require a conditional use permit:

- a. Illuminated wall signs, which are allowed only for institutional uses.
- b. Illuminated canopy and awning signs on nonresidential buildings.
- c. Projecting signs.
- d. Wall signs if they are for a property that does not qualify for wall signage as a permitted use under the provisions listed in subdivision (3) above.
- e. Dynamic display signs, electronic changeable copy, and electronic graphic display signs are allowed only when located upon the monument sign of an institutional use and are subject to the following requirements:
 1. The signage shall adhere to all requirements of Section 118-333(c) unless otherwise stated below.
 2. The electronic sign shall be turned off between 10:00 p.m. and 7:00 a.m.
 3. No part of the display shall change more than once every 15 seconds.
 4. When an institutional use has more than one monument sign, only one of their monument signs may be a dynamic display sign, electronic changeable copy sign, or electronic graphic display sign.

(5) The following types of signs require an interim use permit:

- a. A home occupation may be allowed one nonilluminated business sign in an approved location, not to exceed six square feet in area. The sign must be removed if the home occupation is discontinued. In the R-1 single family zoning district, no home occupation signage is allowed.

(6) The following types of signs are prohibited:

- a. Freeway signs.
- b. Drive-through signs.

- (b) Within multifamily residential zoning districts (R-4) signs must comply with the following regulations:
- (1) Aggregate property signage: The maximum gross signage for a property shall not exceed 24 square feet in gross area unless otherwise allowed below.
 - (2) Individual signs: The maximum gross area per sign shall not exceed 24 square feet in gross area and six feet in height.
 - (3) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Illuminated canopy and awning signs.
 - c. Monument signs.
 - d. Nonelectronic changeable copy signs.
 - e. Nonilluminated awning signs and nonilluminated canopy signs.
 - f. Projecting signs.
 - g. Wall signs.
 - h. Wall signs and monument signs for an institutional use.
 1. Institutional uses shall be permitted one monument sign per property. An institutional use located on a parcel that is 1 acre in size or larger with multiple street frontages may have one monument sign on each street frontage. No such sign shall exceed a gross area of 32 square feet.
 2. Institutional uses may have up to 24 square feet of wall signage per street frontage. No more than 24 feet of wall signage may be directed towards each individual frontage.
 3. Group family day cares, as defined in Section 118-8, are not considered an institutional use for the purposes of this section.
 - (4) The following types of signs require a conditional use permit:
 - a. Dynamic display signs, electronic changeable copy, and electronic graphic display signs when located upon the monument sign of an institutional use. These signs are subject to the following requirements:
 1. The signage shall adhere to all requirements of Section 118-333(c) unless otherwise stated below.
 2. The electronic sign shall be turned off between 10:00 p.m. and 7:00 a.m.
 3. No part of the display shall change more than once every 15 seconds.
 4. When an institutional use has more than one monument sign, only one of their monument signs may be a dynamic display sign, electronic changeable copy sign, or electronic graphic display sign.

- (5) The following types of signs are prohibited:
 - a. Freeway signs.
 - b. Drive-through signs.
- (c) Within the CGMU-1: Concord Gateway Mixed Use Zoning Sub-district 1. Signs must comply with the following regulations:
 - (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half (1 ½) times the lineal feet of the longest building frontage facing a public street or 150 square feet in gross area, whichever is greater. If a property has a second street frontage, the property is eligible for additional signage equal to one-half (½) times the lineal feet of the building frontage facing the second public street.
 - (2) Individual signs: The maximum gross area per sign shall not exceed 100 square feet in gross area and eight feet in height.
 - (3) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Nonilluminated awning and canopy signs.
 - c. Projecting signs.
 - d. Wall signs.
 - (4) The following types of signs require a conditional use permit:
 - a. Illuminated canopy and awning signs.
 - b. Monument signs on an eligible property. Monument signs shall not be allowed on Concord Exchange or within 75 feet of the Concord Exchange right-of-way. As part of a monument sign the following types of signs may also be incorporated:
 - 1. Dynamic display, electronic changeable copy, and electronic graphic display signs.
 - 2. Non-electronic changeable copy signs.
 - c. Drive-through signs.
 - (5) The following types of signs are prohibited:
 - a. Freeway signs.
- (d) Within the CGMU-2: Concord Gateway Mixed Use Zoning Sub-district 2. Signs must comply with the following regulations:
 - (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half (1 ½) times the lineal feet of the longest building frontage facing a public street or 150 square feet in gross area, whichever is greater.

- (2) Individual signs: the maximum gross area per sign shall not exceed 100 square feet in gross area and eight feet in height.
- (3) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Monument signs.
 - c. Nonelectronic changeable copy signs.
 - d. Nonilluminated awning and canopy signs.
 - e. Projecting signs.
 - f. Wall signs.
- (4) The following types of signs require a conditional use permit:
 - a. Dynamic display signs, electronic changeable copy, and electronic graphic display signs that are part of a monument sign.
 - b. Drive-through signs.
 - c. Illuminated awning and canopy signs.
- (5) The following types of signs are prohibited:
 - a. Freeway signs.
- (e) Within the MMM- Mixed Markets and Makers District. Signs must comply with the following regulations:
 - (1) Aggregate property signage: the maximum gross signage for a property shall not exceed one and one-half (1 ½) times the lineal feet of the building frontage along Concord Street or 150 square feet in gross area, whichever is greater. Properties that do not have frontage on Concord Street shall not exceed 150 square feet of gross signage.
 - (2) Individual signs: the maximum gross area per sign shall not exceed on 100 square feet in gross area and eight feet in height.
 - (3) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Monument signs
 - c. Nonelectronic changeable copy signs
 - d. Nonilluminated awning and canopy signs.
 - e. Projecting signs
 - f. Wall signs
 - (4) The following types of signs require a conditional use permit:
 - a. Dynamic display signs, electronic changeable copy, and electronic graphic display signs that are part of a monument sign.

- b. Drive-through signs.
 - c. Illuminated awning and canopy signs
- (5) The following types of signs are prohibited:
 - a. Freeway signs.
- (f) Within the C-1: Retail business zoning districts signs must comply with the following regulations:
 - (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half (1 ½) times the lineal feet of the longest building frontage facing a public street or 150 square feet in gross area, whichever is greater.
 - (2) Individual signs: The maximum gross area per sign shall not exceed 100 square feet in gross area and eight feet in height.
 - (3) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Monument signs.
 - c. Nonelectronic changeable copy signs.
 - d. Nonilluminated awning signs and canopy signs.
 - e. Projecting signs.
 - f. Wall signs.
 - (4) The following types of signs require a conditional use permit:
 - a. Dynamic display signs, electronic changeable copy, and electronic graphic display signs that are part of a monument sign.
 - b. Drive-through signs.
 - c. Illuminated awning and canopy signs.
 - (5) The following types of signs are prohibited:
 - a. Freeway signs.
- (g) Within the GB: General business zoning district signs must comply with the following regulations:
 - (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half (1 ½) times the lineal feet of the longest building frontage facing a public street or 200 square feet in gross area, whichever is greater, unless otherwise excepted in Section 118-333(e).
 - (2) Individual signs: the maximum gross area per sign shall not exceed 100 square feet in gross area and 12 feet in height, or as otherwise excepted in Section 118-333(e).

- (3) Freeway signs are not permitted in that part of the GB district north of I-494, east of Trunk Highway 56 (Concord Street), south of Wentworth Avenue extended easterly and west of the Mississippi River.
 - (4) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Monument signs
 - c. Nonelectronic changeable copy signs.
 - d. Nonilluminated awning and canopy signs.
 - f. Projecting signs.
 - f. Wall signs.
 - (5) The following types of signs require a conditional use permit:
 - a. Drive-through signs subject to the requirements of Section 118-333(b).
 - b. Dynamic display signs that are part of a monument sign. These signs are subject to the requirements of Section 118-333(c).
 - c. Dynamic display off-premises signs on properties that are outside of the Mississippi River Critical Corridor Area (MRCCA), subject to the requirements of Section 118-334. A property or business that has a dynamic display off-premises sign shall be permitted to have up to 200 square feet of total site signage in addition to the dynamic display off-premises sign. A property or business that currently exceeds 200 square feet of site signage must reduce their total site signage to 200 square feet or less in order to qualify for a conditional use permit to have a dynamic display off-premises sign.
 - d. Electronic changeable copy or electronic graphic display signs that are part of a monument sign.
 - e. Freeway signs, subject to the requirements of subsection 118-333(e).
 - f. Illuminated awning and canopy signs
- (h) Within the industrial zoning districts (I and I-1) signs must comply with the following regulations:
- (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half (1 ½) the lineal feet of the longest building frontage facing a public street or 200 square feet in gross area, whichever is greater, unless otherwise excepted in Section 118-333(e). Each principal building at the Fleming Field Municipal Airport shall be allowed to have at least 200 square feet of total signage, regardless of the length of the building frontage.

- (2) Individual signs: the maximum gross area per sign shall not exceed 100 square feet in gross area and 12 feet in height, or as otherwise excepted in Section 118-333(e).
- (3) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Monument signs.
 - c. Nonelectronic changeable copy signs.
 - d. Nonilluminated awning and canopy signs.
 - e. Wall signs.
- (4) The following types of signs require a conditional use permit:
 - a. Drive-through signs.
 - b. Electronic changeable copy signs.
 - c. Freeway signs, subject to the requirements of subsection 118-333(e).
 - d. Illuminated canopy and awning signs.
- (5) The following types of signs are prohibited:
 - a. Dynamic display signs.
 - b. Electronic graphic display signs.
 - c. Projecting signs.

Sec. 118-336. Master Sign Plans

- (a) *Purpose.* The purpose of a master sign plan is to establish a fair and equitable process for complex signage situations that accommodate the need for a well-maintained, safe, and attractive community, and the need for effective communications including business identification. Flexibility from the sign standards in the total amount, number, size, or location of signs may be approved at the reasonable discretion of the City Council through the master sign plan process.
- (b) *Effect.* Upon approval of a master sign plan, all future signs shall conform to the master sign plan. Modifications to the provisions of the master sign plan may be granted only with the approval of an amended master sign plan.
- (c) *Eligibility.* No property shall be required to submit a master sign plan and may alternatively pursue a planned unit development approval or variance. The following standards shall dictate which properties are eligible to submit a master sign plan for review:
 - (1) Only the following uses shall be eligible to submit an application for a master sign plan: multi-tenant commercial-retail structures such as shopping centers and strip malls, commercial and industrial developments that are over five acres in size, gasoline service stations, and properties that have multiple principal buildings.

- (2) Only properties in commercial, industrial, and mixed-use zoning districts shall be eligible to submit master sign plans.
- (3) Planned unit developments that require flexibility from the sign ordinance shall have their signage regulated via their conditional use permit for a planned unit development rather than a master sign plan.
- (d) *Process.* The applicant shall submit their master sign plan for review by the Planning Commission and City Council. A completed application shall be submitted to the zoning administrator along with an application fee and escrow deposit as established by the City Council for site plan reviews. The master sign plan shall be reviewed following the process outlined for site plan review in section 118-47 and approved by resolution. Amendment requests shall follow this same process.
- (e) *Review criteria.* To assist property owners and their tenants with signage needs, the City has established the following criteria that shall be used in developing, reviewing, and approving each master sign plan:
 - (1) *Base guidelines:* The master sign plan shall use the signage standards of the underlying zoning district as its basis. Any sign that requires a conditional use permit or interim use permit shall continue to require said permit.
 - (2) *Total allowance:* The total signage allowance granted shall not exceed two times the maximum that would be allowed at the property without a master sign plan.
 - (3) *Height:* All signage must follow the height regulations of the underlying zoning district except that monument signs for multi-tenant commercial-retail structures may be allowed to be up to 12 feet in height.
 - (4) *Quality:* The master sign plan review may not be used to waive design standards that are mandatory in the underlying zoning district related to landscaping or building materials.
 - (5) *Type:* A master sign plan may not be used to approve a type of sign that is prohibited in the underlying zoning district.
 - (6) *Location:* All signage shall follow the location regulations of the underlying zoning district.
 - (7) *Number:* No more than one freestanding sign may be allowed for each street frontage through a master sign plan.
 - (8) The City Council may require an applicant to adhere to the signage standards found in sections 118-332 and 118-333 or the City Council may at their discretion, approve a master sign plan. In approving a deviation from the signage standards found in sections 118-332 and 118-333, the City Council will consider the gross floor area of the principal building(s), the size of the site, the existing signage, and the visibility of the site from all street frontages.
- (f) *Required materials.* The following materials must be submitted as part of a master sign plan review application.
 - (1) Dimensional site plan and elevations of the building or buildings to be included in the master sign plan review.

- (2) Locations of existing and proposed signage, including signage dimensions, lighting, exposed structures, colors, and functions of each sign.
 - (3) Computations of the total maximum sign area for each individual sign and all the signage at the site included the height of the signs and area of the signs.
- (g) *Findings.* The following findings must be made prior to the approval of any new master sign plan or revisions to previously approved master sign plans:
- (1) The master sign plan is not in conflict with the comprehensive plan.
 - (2) The master sign plan is not in conflict with the purpose, standards or design principles found in section 118-332.
 - (3) The master sign plan will not be injurious or a nuisance to the surrounding neighborhood or otherwise harm the public health, safety, and welfare.
- (h) *Sign permits required.* No sign approved as part of a master sign plan may be installed without first receiving the proper sign permit.
- (i) *Administration and amendments.* Staff may issue a sign permit to allow a sign approved by the master sign plan to be replaced with a new sign of the same type that is in the same general location as the original sign and is the same size or smaller than the original sign. All attached wall signs shall be considered the same type for the purposes of administering this ordinance. Any more substantial changes including a change in the sign type, an increase in the size of the signage, or the addition of new signage will require an amendment to the master sign plan.
- (j) *Expiration.* Master sign plans expire one year after approval if no sign permits implementing the master sign plan have been issued within that time period. The applicant may apply to the zoning administrator for no more than one extension of up to one year.
- (k) *Termination.* A property owner may request the termination of their master sign plan which shall be processed as an amendment and approved by resolution. If the termination is approved, the property shall revert to the standards of the underlying zoning district.

Sec. 118-337. Message substitution.

The owner of any sign that is otherwise allowed by this article may substitute noncommercial copy or message in lieu of any other commercial or noncommercial sign copy or message without additional approval or permitting subject to the operational standards set forth in this article. The purpose of this provision is to prevent any inadvertent favoring of commercial speech or message over noncommercial speech or message.

Sec. 118-338. Election Season Exception

Notwithstanding any other provisions of this article, all signs of any size containing noncommercial speech may be posted from 46 days before the state primary in any general election year until ten days following the general election and 13 weeks prior to any special election until ten days following the special election.

SECTION 2. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The ordinance repeals and replaces the existing sign ordinance to improve its readability and to address several previously unaddressed types of signage.

SECTION 3. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: August 5, 2024

Published: _____

Deanna Werner, City Clerk



AGENDA ITEM 4.C

South St. Paul Planning Commission

Prepared By: <i>Monika Miller, Associate Planner</i>	Meeting Date: <i>6/5/2024</i>
Item Description: Public Hearing for An Ordinance Amendment Overhauling the Sign Standards	Reviewed By: <i>Michael Healy, Planning Manager</i>

ACTION REQUESTED

A motion recommending approval or denial of an ordinance amendment overhauling the regulations for signage. The ordinance would improve the sign code readability, legalize painted wall signs while differentiating them from murals, and create official standards for temporary signs.

BACKGROUND/ DISCUSSION

Background

In the last few years, the City has undertaken several sign code “clean-up” projects aimed at improving the code and reducing the number of sign variances the City must review each year. These ordinances have been successful, both in reducing the amount of staff time spent reviewing variances and creating a sign code that is consistent with the signage needs of businesses. Staff is proposing one final sign ordinance update to address the remaining issues:

- The City Code does not line up with the community’s longstanding approach to painted wall signs and murals.
 1. The City Code prohibits all painted wall signs but many of the businesses on Southview Boulevard and Marie Avenue have unlawfully painted signs on their buildings without permits. City Staff has never received any complaints about these signs and many other communities in the metro (i.e. Saint Paul and Edina) allow painted wall signs.
 2. In 2006, the Planning Commission and the City Council directed City Staff to allow a “mural” to be painted on the side of Black Sheep Coffee and instructed Staff not to treat murals like painted wall signs. However, the City Code was never updated to define what a “mural” is or distinguish between murals and painted signs. The businesses on Southview and Marie would likely try to claim that their unlawful painted wall signs are “murals” if challenged.

- There are inconsistencies in the rules for temporary signs. *The City has developed standards for temporary signs which have been enforced for many years but these standards have never actually been added to the City Code. This makes it difficult for staff to explain and enforce the regulations for temporary signs.*
- There are inefficiencies in the organization of certain sections. *Many of the sign regulations are arranged in a hodge-podge manner rather than alphabetically which can make it difficult for staff and the public to find the appropriate standards for the desired type of signage.*

Sign Code Refresher and Recent Code Changes

The City's sign code regulations live in Article VI of the City Code (starting in Section 118-326). This article contains subsections which cover a purpose statement, definitions, exceptions from the sign code requirements, general provisions applicable to all zoning districts, the types of signage permitted by district, message substitution, and noncommercial speech.

Over the last several years, the City has worked to update the sign code standards to help align the sign ordinance with the types of signage businesses are installing. These updates have included:

- Allowing institutional uses (i.e. churches and schools) to have an appropriate amount of signage even when they are in residential neighborhoods.
- Updating the standards for projecting signs and awnings to allow them in mixed-use areas.
- Creating a master sign plan review process to address unique signage needs at shopping centers or industrial properties over 5 acres in size.
- Increasing the allowable sign heights in the commercial and industrial districts to match what was routinely being approved via variances.
- Increasing the amount of allowable signage for large buildings in the commercial and industrial districts.
- Adding a provision to allow each building at the Fleming Field Municipal Airport to have up to 200 square feet of signage.

The changes listed above have substantially reduced the number of sign variances.

What Signage Standards Are Currently in Place?

Painted Signs/Murals

The only regulation South St. Paul has regarding painted signs is in Section 118-337 which lists the types of signs that are prohibited in South St. Paul. The code prohibits:

“Signs painted onto buildings or walls, or signs painted, attached, or in any other manner affixed to fences, trees, rocks or other similar natural surfaces or attached to public utility poles, bridges, towers, or similar public structures.”

The City Code does not define what a “mural” is or differentiate between a painted sign and a mural, so City Staff has been relying upon Planning Commission and City Council direction given in 2006 regarding murals. Some cities prohibit painted signs due to their greater need for maintenance and the uncertainty of how to handle the sign when the business is no longer at the site.

Temporary Signs

Temporary sign regulations can be found in Section 118-336. Temporary signs are allowed in all districts and are an exception to the general sign rules “when used in conjunction with a promotional item, special occasion, holiday or sale” and “discontinued within 30 days of installation and be not displayed more than a total of 120 day per calendar year.” The code also states all temporary signs require a permit, except for construction signs, real estate signs, sandwich board signs, and community event signs. The exempted signs have performance standards associated with them that regulate the size and location of these special temporary signs.

South St. Paul’s temporary sign permit application lists performance standards that have been enforced for many years including that temporary signs cannot exceed 100 square feet in size, a property can have up to 3 temporary signs as long as the total amount of signage does not exceed 100 square feet, and that temporary signs cannot be freestanding and must be attached to a building or an existing monument sign. These standards have never been officially added to the City Code.

General Sign Code Reorganization

This ordinance amendment is structured as a repeal and replace update because a large portion of the ordinance includes the rearrangement and restructuring of the existing sign regulations. The sign code was completely overhauled in 2009. Since then, staff have found the structure of the existing sign ordinance to be cumbersome. Additionally, the sign code is not alphabetized which reduces the readability of the code. Staff would like to restructure each of the code sections as well as move around relevant performance regulations to locations that are more intuitive and alphabetize each section of the code to improve readability.

Proposed Updates

Painted Signs and Murals

In the last several years, South St. Paul’s passionate artists have been painting the sides of South St. Paul buildings with art that often promotes the business in the same way that a sign would. The locations in South St. Paul with painted wall art include Farmers Insurance Building (620 Southview Boulevard), Maple Tree Day School (1002 Marie Avenue), the School District Office Building (104 5th Avenue South), Black Sheep Coffee (820 Southview Boulevard), the Coop (157 3rd Avenue South), Southview 66 (725 Southview Boulevard), Pounce and Fetch (512 Southview Boulevard), and Complete Events (525 Southview Boulevard). South St. Paul’s sign code currently prohibits painted signs. While these paintings may appear to be harmless, there could be issues if the City gets a complaint and attempts to enforce the sign ordinance against one business’s painted wall sign while ignoring some of the others and calling them “murals.” As previously stated, the City Code does not clearly distinguish between a painted wall sign and a mural.

Regulating creative painted expressions is tricky because regulations can unintentionally violate the first amendment. Cities can regulate the physical characteristics of a property’s signage such as size, height, shape, number and location, but a City cannot regulate the content of a sign except for prohibiting obscene content (i.e. graphic sexual content). Whether painted art is considered a sign usually comes down to whether the painted art constitutes commercial speech. This process is rarely straightforward and there have been numerous U.S. Supreme Court rulings that have restricted Cities’ ability to regulate signs and murals.

The draft ordinance would codify the approach to murals that the City of South St. Paul has taken since 2006 while also officially legalizing painted wall signs and subjecting them to the same regulations that govern other wall signs. The new language would clarify that painted wall signs are different than murals and would be defined as such. Murals would be defined and listed as an exempt type of sign that the city does not regulate as long as they are going on a building with commercial or industrial zoning or onto an institutional building like a church or school. Painted signs would be regulated the same way as other wall signs and would require a permit.

Temporary Sign Regulations

Staff drafted language to codify the standards for temporary signs found on the temporary sign permit application as well as to update and reorganize some of the existing types of temporary signs. The standards for commercial temporary signs that are listed on the back of the city's sign permit application would be codified as the official performance standards for temporary signs that require a permit. These standards include a maximum number of temporary signs that can be at one property (3 signs), a limit to the amount of temporary signage that can be at one property (100 square feet), language that clarifies that temporary signs need to be located on private property, and that temporary signs cannot be illuminated. Historically, the city has required temporary signs that need a permit to be either attached to a wall or an existing monument sign. Based on feedback received during the discussion at the Planning Commission meeting on May 1st, temporary signs that require a permit will also be allowed to be freestanding.

Temporary signs that do not require a permit, such as construction signs, community event signs, real estate signs and yard signs, would have their own section that lists individual performance standards for each type of sign. Certain types of signs that are not really signs and that the City has no interest in regulating, such as house numbers, directional signs within a parking lot, noncommercial flags, murals, and walk up window menu signs, would continue to live in the "exceptions" section of the City Code. By separating these types of temporary signs into two sections, the code becomes easier to read and clearly differentiates what types of temporary signage the City does regulate.

Proposed Updates

Staff is proposing the following amendments to the existing code:

- Create a definition for "mural".
- Add painted signs as an allowable type of wall sign.
- Update the list of exempted signs to include murals, internal wayfinding signs, and window signs.
- Update the rules for temporary signs to codify the rules that the City has been utilizing for the past decade.
- Allow temporary signs that require a permit to be freestanding.
- Allow small temporary yard signs (up to 6 sq. ft of signage) on residential and institutional properties.
- Clarify how sign area is calculated depending on whether a proposed sign is in a frame or not.
- Eliminate the definition for "cabinet and box signs" which are simply types of wall signs and do not need their own unique code requirements.
- Reorganize the sign code provisions for improved order and readability.
- Increase the number of monument signs allowed for institutional uses that are on a site that is greater than 1 acre in size to one monument sign per street frontage. Each monument sign would only be allowed to be 32 square feet. Only one monument sign would be allowed to have a dynamic, electronic changeable copy, or electronic graphic display.

- Increase the maximum amount of signage allowed in the CGMU-1 district for properties that have frontage on Concord Street and Concord Exchange by 0.5 per lineal feet of building frontage along the secondary public street.
- Simplify the regulations for drive-through signs to allow up to two drive-through signs that are the same size on a property with a drive-through facility.
- Add additional content to the “Purpose” section of the sign ordinance to further refine the purpose and intent of the regulations.

Discussion

General Discussion on Regulating Signage

There is no one “right answer” when it comes to regulating signage and different communities have different standards based on the aesthetic goals of each community. In drafting the proposed ordinance, Staff has tried to create design standards that are consistent with signage that has been approved in South St. Paul in the past, often via variances and Planned Unit Development approvals. Some of the proposed changes are the result of recent US Supreme Court rulings on free speech that have impacted the City’s ability to regulate signs. Some of the proposed changes reflect the South St. Paul business community desiring to use some types of signage that are currently prohibited, such as painted wall signs.

Discussion from May 1st Planning Commission Meeting

The Planning Commission reviewed and discussed a draft version of the proposed ordinance at their May 1, 2024 meeting. During the meeting, the Planning Commissioners voiced their support for the proposed standards for temporary painted signs and murals. Additionally, the Planning Commission shared that they would like to see small yard signs be exempted. Staff incorporated the feedback the Planning Commission provided into the current version of the ordinance.

Commissioner Hoffman provided feedback at the May 1st meeting that he would like to see temporary feather flag signs legalized for use in conjunction with a sale or event and asked if Staff could explore this possibility prior to the public hearing. Commercial flags have historically been prohibited in South St. Paul. Pictures of temporary feather flag signs can be found in Attachment B. Commissioner Hoffman cited several other communities, including Eden Prairie, Maple Grove, and Roseville, that allow this type of signage on a temporary basis. Staff confirmed that these communities do allow feather flag signs but there are also many communities that ban these signs, including Minneapolis, West St. Paul, and Saint Paul. Feather flag signs often have poor aesthetics and contribute to visual clutter along a commercial corridor. In Staff’s experience, many businesses like to use feather flags for “guerilla marketing” and these flags are usually installed without a permit and taken down quickly if the City gets a complaint and comes out to do code enforcement. It is unclear how many businesses would be willing to pay for a permit to have feather flag signs and it is unclear how many businesses would be willing to adhere to the 30-day time limit or ensure that their feather flags are tied to specific sale or event. Most feather flags are not tied to a specific event and instead just state things that are available at a business (i.e. “Tacos!,” or “Used Cars!,” or “Low Prices Everyday!”). Feather flag signs generally do not have a shape or size that supports their use for more complicated messages.

If temporary feather flag signs were to be an allowed type of temporary sign, these signs would need to follow the same performance standards as any temporary sign that requires a permit, including that the sign can be one of three temporary signs that can be displayed at one time, the sign cannot exceed 8 feet in height, the sign would count towards the 100 sq. ft. of temporary signage that is allowed at one time, and the sign must be discontinued 30 days after installation. The Planning Commission should discuss whether

to allow this type of sign and if the Planning Commission wishes to allow temporary freestanding feather flag signs, the Planning Commission should include in their motion a recommendation that staff include language to allow temporary feather flag signs.

Action Needed

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

1. Approval. If the Planning Commission wishes to recommend approval of the Ordinance Amendment, the following action should be taken:
 - A. Motion to recommend approval of an ordinance amendment overhauling the regulations for signage.

2. Denial. If the Planning Commission wishes to recommend denial of the Ordinance Amendment, the following action should be taken:
 - B. Motion to recommend denial of an ordinance amendment overhauling the regulations for signage.

ATTACHMENTS

- A. Proposed Sign Ordinance
- B. Photographs of Temporary Feather Flag Signs

**ATTACHMENT A
PROPOSED SIGN ORDINANCE**

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

ORDINANCE NO. 14XX

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 118, ARTICLE VI OF
THE SOUTH ST. PAUL CITY CODE RELATING TO SIGNS**

SECTION 1. REPEAL AND REPLACE. South St. Paul City Code Chapter 118, Article VI is hereby repealed and replaced as follows.

ARTICLE VI. SIGNS

Sec. 118-326. Findings, Purpose and Effect

(a) *Findings.* The City Council hereby finds as follows:

1. Exterior signs have a substantial impact on the character and quality of the environment.
2. Signs provide an important medium through which individuals may convey a variety of messages.
3. Signs can create traffic hazards, aesthetic concerns and detriments to property values, thereby threatening the public health, safety and welfare.
4. The City's zoning regulations have included the regulation of signs in an effort to provide adequate means of expression and to promote the economic viability of the business community, while protecting the City and its citizens from a proliferation of signs of a type, size, location and character that would adversely impact upon the aesthetics of the community and threaten the health, safety and welfare of the community. The regulations of the physical characteristics of signs within the City have had a positive impact on traffic safety and the appearance of the community.

(b) *Purpose And Intent.* It is not the purpose or intent of this Article to regulate the message displayed on any sign; nor is it the purpose or intent of this Article to regulate any building design or any display not defined as a sign, or any sign which cannot be viewed from outside a building. The purpose and intent of this Article is to:

1. Regulate the number, location, size, type, illumination and other physical characteristics of signs within the City in order to promote the public health, safety and welfare.
2. Maintain, enhance and improve the aesthetic environment of the City by preventing visual clutter that is harmful to the appearance of the community.

3. Improve the visual appearance of the City while providing for effective means of communication, consistent with constitutional guarantees and the City's goals of public safety and aesthetics.
 4. Provide for fair and consistent enforcement of the sign regulations set forth herein under the zoning authority of the City.
- (c) *Effect.* A sign may be erected, mounted, displayed or maintained in the City if it is in conformance with the provisions of these regulations. The effect of this Article, as more specifically set forth herein, is to:
1. Allow a wide variety of sign types in commercial zones, and a more limited variety of signs in other zones, subject to the standards set forth in this section.
 2. Allow certain small, unobtrusive signs incidental to the principal use of a site in all zones when in compliance with the requirements of this section or when required by federal, state or local law.
 3. Prohibit signs whose location, size, type, illumination or other physical characteristics negatively affect the environment and where the communication can be accomplished by means having a lesser impact on the environment and the public health, safety and welfare.
 4. Provide for the enforcement of the provisions of this Article.
- (d) *Severability.* If any subsection, sentence, clause, or phrase of this Article is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this section. The City Council hereby declares that it would have adopted this section in each subsection, sentence, or phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, or phrases be declared invalid.

Sec. 118-327. Definitions.

For the purposes of this Article, words and terms shall have the following meanings and follow the rules set forth in Code Section 118-7.

A-frame sign means a movable freestanding sign hinged at the top or attached in a way that forms a similar shape to the letter "A" when viewed from the side. A-frame signs are only allowed on a temporary basis and may not be used as permanent signage.

Abandoned sign means any sign and/or its supporting sign structure that remains without a message or whose display surface remains blank for more than one year or that pertains to a time, event, or purpose that no longer applies. Abandoned signs are not legally established nonconforming signs.

Address sign means a sign on a building used for proper identification of the location of the property.

Area identification sign means a sign on private property, which identifies the name of a neighborhood, a residential subdivision, a multiple residential complex, a shopping center or area, an industrial park, an office park, or any combination of the above, but does not specifically

identify the individual businesses therein. An area identification sign must be a freestanding sign unless a different type of sign is explicitly authorized by this ordinance for a specific use.

Awning means a roof-like cover, often of fabric, plastic, metal, or glass, designed and intended for protection from the weather or as a decorative embellishment, that projects from a wall or roof of a structure primarily over a window, walk, or the like. Any part of an awning that also projects over a door shall be considered an awning.

Awning sign means a sign or graphic printed on or in some fashion attached directly to the awning material. An awning sign is a form of a projecting sign.

Balloon sign means a sign consisting of a bag made of lightweight material supported by helium or hot or pressured air that is greater than 24 inches in diameter.

Banner means any sign of lightweight fabric or similar material mounted to a pole or a building at one or more edges. Flags, as defined herein, shall not be considered banners.

Building frontage means the exterior building wall of a principal building that face a public street. When no exterior building walls are parallel to a street, the building frontage shall be the exterior wall that is most oriented towards the street. If a building façade has multiple wall segments that all face the same public street, these walls shall all be considered part of the building frontage.

Building marker means memorial signs or tablets, names of buildings, and date of erection when cut into any masonry surface or inlaid so as to be part of the building or when constructed of bronze or other noncombustible material.

Canopy means a roof-like cover, often of fabric, plastic, metal, or glass on a support that provides shelter over a doorway.

Canopy sign means any sign that is part of or attached to a canopy made of fabric, plastic, or any other structural protective cover over a door or entrance. A canopy sign is a form of a projecting sign.

Commercial speech means speech that is advertising a business, profession, commodity, service, or entertainment.

Directional sign means a sign erected for the purpose of directing vehicular or pedestrian traffic within a commercial or multi-family property.

Drive-through sign means a sign located on the site of an allowed drive-through use. Directional signs are not considered drive-through signs.

Dynamic display sign means a sign with any characteristics that appear to have movement or that appear to change, caused by any method other than physically removing and replacing the sign or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other component of the sign. This includes a display that incorporates a technology or method allowing the sign face to change the image without having to physically or mechanically replace the sign face or its components. This also includes any rotating, revolving, moving, flashing, blinking, or animated display and any display that incorporates rotating panels, LED lights manipulated through digital input, "digital ink" or any other method or technology that allows the sign face to present a series of images or displays.

Dynamic display off-premises sign means an off-premises sign or portion thereof that displays electronic static or dynamic text, images, graphics, or pictures where the message change sequence is accomplished by any method other than physically or mechanically removing and replacing the sign face or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other component of the billboard. This includes a display that incorporates a technology or method allowing the sign face to change the image without physically or mechanically replacing the sign face or its components. This also includes, but is not limited to, any display that incorporates light bulbs, fiber optics, LED lights manipulated through digital input, “digital ink”, or any other method or technology that allows the sign face to present a series of text, images, or displays. An off-premises sign is a sign that bears a message promoting a use that is not located on the subject property or premises..

Electronic changeable copy sign means a sign or portion thereof that displays electronic, nonpictorial, text information in which each alphanumeric character, graphic, or symbol is defined by a small number of matrix elements using different combinations of light emitting diodes ("LEDs"), fiber optics, light bulbs, or other illumination devices within the display area. Electronic changeable copy signs include computer programmable, microprocessor controlled electronic displays.

Electronic graphic display sign means a sign or portion thereof that displays electronic, static images, static graphics, or static pictures, with or without text information, defined by a small number of matrix elements using different combinations of LEDs, fiber optics, light bulbs, or other illumination devices within the display area where the message change sequence is accomplished immediately or by means of fade, re-pixelization, or dissolve modes. Electronic graphic display signs include computer programmable, microprocessor controlled electronic or digital displays. Electronic graphic display signs include images or messages with these characteristics projected onto buildings or other objects.

Erect means the activity of constructing, building, raising, assembling, placing, affixing, attaching, creating, painting, drawing, or any other way of bringing into being or establishing.

Flag means any fabric or similar lightweight material attached at one end of the material, usually to a staff or pole, so as to allow movement of the material by atmospheric changes and that contains distinctive colors, patterns, symbols, emblems, insignia, or other symbolic devices.

Freestanding sign means a sign that is placed in the ground and not affixed to any part of a structure or building.

Freeway is a principal arterial highway, as defined in the comprehensive plan.

Freeway sign means an on-premises pylon sign that is located on the property of the business for which it is identifying and is immediately adjacent to a freeway.

Grade means the final ground elevation after construction. Earth mounding criteria for landscaping and screening is not part of the final grade for sign height computation.

Gross sign area means the method of calculating the allowable square footage of signs. The stipulated maximum gross area for a sign refers to a single facing. Freestanding signs which are V-shaped be considered as two signs. Gross area shall be calculated as follows:

- (a) *Signs with a frame:* The area within the frame, including all lettering, wording, and accompanying designs and symbols, together with all the background, whether open or

enclosed, on which they are displayed, including a message board. The area shall not include the main support structure but shall include any other ornamental attachments that are not a part of the main support of the sign.

- (b) *Signs without a frame*: The gross area shall be the smallest rectangle that encompasses all of the letters or symbols.

Height means the vertical distance measured from the base of the sign at grade to the top of the highest attached component of the sign.

Illegal sign means a sign that is erected without first complying with all City ordinances and regulations in effect at the time of its construction and erection or use. Abandoned signs, unsafe signs, and signs attached to vacant buildings are also illegal signs.

Illuminated sign means any sign that contains an element designed to emanate artificial light internally or externally.

Interior sign means a sign which is located within the interior of any building, or within an enclosed courtyard, that is not visible from the property line or public right-of-way.

Legally established nonconforming sign means any sign and its support structure lawfully erected prior to the effective date of this article that fails to conform to the requirements of this article. A sign that was erected in accordance with a variance granted prior to the adoption of this article and does not comply with this article shall be deemed to be a legally established nonconforming sign.

Master Sign Plan means a written document describing all proposed signage for a specific site, development or complex, submitted by the owner/manager. It shall, at a minimum, include sign type, location, and size information for all signage that will be installed.

Monument sign means any freestanding sign independent from any building or other structure that is mounted on the ground or mounted on a base at least as wide as the sign. A monument sign is typically solid from grade to the top of the structure; however, a monument sign may include open area below the face of the sign if the sign complies with the monument sign supporting sign structure design criteria.

Mural means a work of art intended as artistic expression and not as a commercial message and is hand-painted or hand-tiled directly on to the exterior wall of a commercial property used for a commercial, industrial or institutional use. A mural does not include displays with electrical or mechanical components or a changing image art display.

Noncommercial speech means the dissemination of messages not classified as commercial speech which include, but are not limited to, messages concerning political, religious, social, ideological, public service, and informational topics.

Nonelectronic changeable copy sign means a sign or portion thereof that has a readerboard for the display of text information in which each alphanumeric character, graphic, or symbol is defined by objects, not consisting of an illumination device, that may be changed or re-arranged manually or mechanically with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign.

Off-premises sign means a sign bearing a commercial message that is located on property that is not the premises, property, or site of the use identified or advertised on the sign.

On-premises sign means a sign bearing a commercial message that is located on the premises, property, or site of the use identified or advertised on the sign.

Pennant means a relatively long, tapering flag.

Projecting sign means a sign that projects from a wall or other surface. Examples may include, but are not limited to awning, canopy, and wall signs.

Pylon sign means any freestanding sign that has its supportive structure(s) anchored in the ground and a sign face elevated above ground by pole(s) or beam(s) with an open area below the face of the sign. A pylon sign shall have a minimum height of ten feet and a maximum height as established by the zoning district.

Roof sign means any sign erected wholly upon the roof or parapet of a building that is wholly or partially supported by the building upon which it is erected.

Rotating sign means a sign that revolves or rotates on an axis.

Sign means any structure, fixture, placard, announcement, declaration, device, demonstration, or insignia used for direction, information, identification, or to advertise or promote any business, product, goods, activity, services, ideas, or interests. A sign shall not be deemed to include any transparent window cling(s); architectural embellishment(s) of a building not intended to communicate information; any sign or structure that is not visible from an adjacent street, property line or building on an adjacent property.

Static off-premises sign means an off-premises sign or portion thereof that displays static text or images which can only be modified by physically or mechanically removing and replacing the sign face or its components. A static off-premises sign is an entirely different type of sign than a dynamic display off-premises sign and it is not permissible for the owner of a lawful nonconforming static off-premises sign to intensify their nonconformity by converting any part the static off-premises sign to a dynamic display off-premises sign. An off-premises sign is a sign that bears a message promoting a use that is not located on the subject property or premises.

Temporary sign means a sign that can be easily installed and removed and is intended to be displayed for a short period of time as further defined in this Article.

Unsafe sign means any sign that is out of order, in disrepair, rotten, hazardous, or in any other manner unsafe.

Video display sign means a sign that changes its message or background in a manner or method of display characterized by motion or pictorial imagery, which may or may not include text, and depicts action or a special effect to imitate movement, the presentation of pictorials or graphics displayed in a progression of frames which give the illusion of motion, including but not limited to the illusion of moving objects, moving patterns or bands of light, or expanding or contracting shapes. Video display signs do not include electronic changeable copy signs. Video display signs include images or messages with these characteristics projected onto buildings or other objects.

Walk-up Window Sign means a sign located next to a walk-up window which is oriented towards customers engaging in transactions at the window and features text that is not easily readable by passing vehicular traffic.

Wall means any structure that defines the exterior boundaries or courts of a building or structure and that has a slope of 60 degrees or greater with the horizontal plane.

Wall sign means a sign painted or fastened to the exterior front, rear, or side wall of a building or structure that does not extend vertically above the highest portion of the roof.

Window sign means a sign designed to communicate information about an activity, business, commodity, event, sale or service that is placed inside a window or upon the window glass so as to be primarily visible from the exterior of the building or structure.

Yard sign means a temporary, noncommercial freestanding sign that is placed in the yard of a private property.

Sec. 118-328. Permits Required.

- (a) It shall be unlawful for any person to erect, alter, replace, or relocate any sign without first obtaining a permit and paying the required fees, except as herein otherwise provided, including those approved through the Master Sign Plan process. All signs must be constructed in accordance with all applicable City Code provisions, including permits and fees.
- (b) If the sign requires electricity, it must be installed in accordance with the current electrical code and a separate permit from the building official may be necessary prior to placement.
- (c) Freestanding signs may require a building permit in addition to a sign permit at the discretion of the Building Official. If a building permit that is based on the project value is required, the fee for the sign permit shall be waived.

Sec. 118-329. Exceptions.

The following signs do not require a sign permit and do not count towards the total amount of signage allowed at a property, provided they meet the performance standards as described in this Article and conform to any other provisions of the City Code.

- (a) Address signs.
- (b) Building markers.
- (c) Directional signs, which shall not exceed 6 square feet in gross area and 5 feet in height.
- (d) Murals in the following situations:
 - (1) Murals on a property with commercial or industrial zoning that is being used for a commercial or industrial use.
 - (2) Murals on a property that is being used for public or institutional use.
 - (3) Murals on residential buildings containing at least 4 dwelling units that have CGMU or MMM zoning.
- (e) Noncommercial flags.

- (f) Signs of the City, county, state or federal government and subdivisions and agencies thereof.
- (g) Walk-up window signs that are oriented towards customers engaging in a transaction at a walk-up window and which feature text that is not readily readable by passing traffic. Electronic changeable copy walk-up window signs require a conditional use permit and are not considered an exempt sign.
- (h) Window signs when located in the C-1, CGMU, GB, and MMM districts may be placed within a building, however the window coverage shall not exceed 30 percent of each window. There shall be no more than a maximum area of 80 square feet per street frontage for window signs. Electronic changeable copy window signs require a conditional use permit and are not considered an exempt sign.

Sec. 118-330. Prohibited Signs.

- (a) Abandoned signs.
- (b) Balloon signs.
- (c) Commercial flags.
- (d) Graffiti.
- (e) Illegal signs.
- (f) Off-premises signs, except A-frame signs as permitted in Code Section 118-331 and dynamic display off-premises signs as allowed in Section 118-334.
- (g) Permanent banners or pennants, except those permitted by Minn. Stats. § 412.221, Subd. 34.
- (h) Permanent sale signs.
- (i) Portable (trailer) signs.
- (j) Pylon signs.
- (k) Roof signs.
- (l) Revolving or rotating signs.
- (m) Search lights or strobe lights.
- (n) Signs containing content classified as "obscene" as defined by Minnesota statutes, section 617.241.
- (o) Signs containing audio speakers or any form of pyrotechnics, except drive-through signs which may have audio speaker systems.
- (p) Signs that physically obstruct windows, doors, fire escapes or an opening intended to provide ingress or egress to any structure or building.
- (q) Signs painted, attached, or in any other manner affixed to fences, trees, rocks, or other similar natural surfaces, or attached to public utility poles, bridges, towers, or similar public structures.

- (r) Signs that appear in color or design to resemble a traffic sign or signal or that make use of words, symbols, or characters in such a manner as to interfere with, mislead, or confuse pedestrian or vehicular traffic.
- (s) Signs that are affixed to vehicles or trailers that are not in use or are parked in such a fashion as to serve as additional freestanding signs. Permanent signs on operable commercial vehicles or trailers (that are used as part of the everyday operation of the business) are not prohibited by this section and are allowed.
- (t) Unsafe signs.
- (u) Video display signs.

Sec. 118-331. Temporary Signs.

Temporary signs located in a commercial or industrial district or for an institutional use, except those listed in Code Section 118-329 or exempted below, are subject to the following requirements:

- (a) Temporary Sign Performance Standards
 - (1) Temporary signs require a permit unless otherwise listed below.
 - (2) Temporary signs shall be located on private property and outside of the public right-of-way.
 - (3) Temporary signs may be freestanding or mounted onto an existing structure (such as a wall or an existing monument sign).
 - (4) Temporary signs do not count towards the total amount of signage allowed at a property.
 - (5) No individual sign shall exceed 8 feet in height.
 - (6) A property may have up to 3 temporary signs on the premises at one time.
 - (7) The total amount of temporary signage allowed at one time shall not exceed 100 square feet in area.
 - (8) All temporary signs must be discontinued 30 days after installation.
 - (9) A property cannot have temporary signage displayed at the site for more than 120 days per calendar year.
 - (10) Temporary signs may not be illuminated.
 - (11) Temporary signs may not be installed in a manner that obstructs sight lines at a street intersection and their placement is subject to the provisions of Section 118-246(c).
- (b) Temporary Signs That Do Not Require a Permit
 - (1) A-frame signs when located in the C-1, CGMU-1, CGMU-2, and MMM districts and for institutional uses in residential zoning districts provided they comply with the following:
 - a. There shall be no more than one A-frame sign per property.

- b. The A-frame sign is made of durable, exterior-grade materials that are weather-resistant.
 - c. The A-frame sign is located on the street frontage directly in front of the building which the A-frame sign is for.
 - d. The A-frame sign must be located behind the curb and in such a manner as to prevent obstructing access to vehicles using on street parking.
 - e. The A-frame sign must not obstruct a driveway or public sidewalk, trail, road, or other public right-of-way.
 - f. The A-frame sign is no larger than 8 square feet and no greater than 4 feet in height.
 - g. The A-frame sign must be removed at the close of business and stored inside a building when the business is closed. The A-frame sign must not be permanently attached to the ground, building, or any other surface.
- (2) Community event signs provided are displayed for no more than 30 days prior to the event and are removed no more than 2 days after the event.
- (3) Signs on ballfield fences no larger than 32 square feet and occupying no more than 70 percent of the fence.
- (4) Signs for an active construction site. Signs at an active construction site may be up to 96 square feet in size and are allowed on any property with an active building permit provided that the sign is removed upon completion of the project. Only one (1) such construction sign is permitted per lot. In addition to this allowance, in the MMM, CGMU, C-1, I, and I-1 districts, unlit construction banner signs may be affixed to temporary security fencing surrounding the construction site provided that the banners are kept in good repair, do not extend beyond the top of the fence, and all temporary fencing and banners are removed at the completion of the project.
- (5) Signs on a residential property provided the sign is not affixed to any structure, the total number of signs does not exceed two (2), and the total size of the two signs does not exceed six (6) square feet. These provisions do not apply to election signs as regulated in Code Section 118-342.
- (6) Signs for the purpose of selling or leasing real property. Such signs must be removed within 7 days following the lease or sale of the property or premises and they comply with the following size restrictions:
- a. In the R-1 and R-2 districts, an individual sign shall not exceed 9 square feet in gross area.
 - b. In the R-3 and R-4 districts, an individual sign shall not exceed 18 square feet in gross area.
 - c. In the CGMU-1 and CGMU-2 districts, an individual sign shall not exceed 24 square feet in gross area.

- d. In the C-1, GB, MMM, and I districts, an individual sign shall not exceed 32 square feet in gross area.
- (7) Yard signs when the signs are located on a private property with residential zoning or that is being used for an institutional use. The total number of signs shall not exceed two and the total square footage of the yard signs shall not exceed 6 square feet.

Sec. 118-332. General Provisions

The following provisions shall apply in all zoning districts.

- (a) *Illumination.* In general, all lighted signs shall comply with the standards for exterior lighting found in Section 118-245, unless otherwise listed in this section. Illuminated signs may be internally or externally lit. External illumination for signs shall be constructed and maintained so that the source of light is not visible from an adjacent property or the right-of-way.
- (b) *Legally established nonconforming signs.* Legally established nonconforming signs are subject to the provisions found in Minnesota Statute § 462.357.
- (c) *Location and setback.* Except for projecting signs, attached wall signs, awning and canopy signs, dynamic display off-premises signs, and signs that are listed as exceptions in Code Section 118-329, signs in all zoning districts shall be located at least 5 feet from all property lines. No freestanding signs shall be located within the traffic visibility triangle.
- (d) *Repairs and removal.*
 - (1) Abandoned signs. Any abandoned sign shall be removed or otherwise properly brought into compliance by the property owner upon receipt of notice to do so given by the City. In the case of a painted sign, removal shall mean the complete repainting of the background on which the sign is painted.
 - (2) Illegal signs. Any fixed sign constructed, placed, or maintained in violation of this Article shall be removed by the property owner upon receipt of notice to do so given by the City.
 - (3) Unsafe signs. Any unsafe sign shall be removed or otherwise properly secured by the property owner upon receipt of notice to do so given by the City.
- (e) *Signs constituting a public nuisance.* Any abandoned, illegal, or unsafe sign is hereby declared to be a danger to the health, safety, and welfare of the citizens of South St. Paul and is declared to be a public nuisance subject to abatement and assessment, except that legally established nonconforming signs shall not be abated until they have been abandoned for more than one year.

Sec. 118-333. On-Premises Signs

- (a) *Awning and canopy signs.* Awning and canopy signs shall comply with the following requirements:

- (1) They shall be limited to single-story buildings or to the first level only of multi-story buildings.
 - (2) They shall have a minimum clearance of 8 feet above grade.
 - (3) The maximum height of an awning or canopy shall be 5 feet.
 - (4) No awning shall project over a public sidewalk or into a public right-of-way without the approval of the City Engineer.
 - (5) Illuminated canopy and awning signs shall comply with the following lighting requirements:
 - a. On nonresidential buildings in residential districts, the direct source of light shall not be visible from the public right-of-way or adjacent residential use or district.
 - b. For signs or illuminated areas less than 3 feet in height, the degree of illumination or candlepower of illuminated canopies and awnings shall be limited to a single lamp exterior fluorescent fixture, running the entire length of the illuminated area.
 - c. For signs or illuminated areas 3 to 5 feet in height, the degree of illumination or candlepower shall be limited to double lamp fixtures.
 - d. In no event shall the power of the fixture exceed 10 watts per foot for single lamp fixtures and 20 watts per foot for double lamp fixtures.
- (b) *Drive-through sign.* Drive-through signs are allowed in addition to other permitted signs on site and shall not be used to calculate the maximum signage for the property. Drive-through signs are subject to the following performance standards:
- (1) Number. Each business with a drive-through facility is allowed to have two drive-through signs.
 - (2) Area. The maximum size of a drive-through sign is 50 square feet.
 - (3) Height. The height of a drive-through sign shall not exceed 6 feet.
 - (4) Location. Drive-through signs must be located adjacent to the drive-through aisle and all portions of the signs must be located at least 10 feet from the property line. When a site directly abuts a residential use, a drive-through sign must be set back at least 75 feet from the residential property line.
 - (5) Illumination. Illumination is permitted.
 - (6) Electronic changeable copy drive-through signs. A drive-through sign may be an electronic changeable copy sign if expressly allowed through its conditional use permit. Such signs shall be oriented so that their content is not readily visible to individuals who are not using the drive-through facility and the City may require screening to avoid negative impacts to neighboring properties.

(c) *Dynamic display, electronic changeable copy, and electronic graphic display signs.* The following standards apply to dynamic display signs, electronic changeable copy, and electronic graphic display signs:

- (1) A Conditional Use Permit is required for all dynamic, electronic changeable copy, or electronic graphic display signs.
- (2) Maximum size of the sign. An electronic dynamic display or electronic graphic display sign shall not exceed 75 percent of the maximum size permitted for a freestanding sign in that district.
- (3) Number of signs and distance to other electronic signs. There shall be no more than 1 electronic sign per property and each sign must be located at least 60 feet from any other electronic sign on any other property as measured in a straight line from the base of the sign to the base of any other electronic sign.
- (4) Distance to residential uses: Each sign shall be located at least 60 feet from a residential use, as measured in a straight line from the base of the sign to the nearest lot line of the residential use. In the case of a mixed-use development that includes residential uses a sign may be located less than 60 feet from a residential use within that same development provided that the residential use(s) are located at a significantly higher elevation or similar means of reducing the impact of the brightness and impact of the sign to equate to the straight-line distance of 60 feet.
- (5) Display hold time. In all non-residential districts, no part of a display shall change more than once every 8 seconds.
- (6) Transitions: Display transitions shall be limited to 1 second. Transitions such as slideshow and fade/dissolve may be used.
- (7) Illumination limits. The difference between the off and solid-message measurements using the electronic sign measurement criteria shall not exceed 0.3 footcandles above ambient levels when measured using the chart below. Measurement should be taken according to the procedures outlined by the International Sign Association.

Sign Area Versus Measurement Distance

Area of Sign (sq. ft.)	Measurement Distance (ft.)
10	32
15	39
20	45
25	50
30	55

35	59
40	63
45	67
50	71
55	74
60	77
65	81
70	84
75	87
80	89
85	92
90	95
95	97
100	100

*For signs with an area in square feet other than those specifically listed in the table (i.e. 12 square feet, 112 square feet, etc.) the measurement distance may be calculated with the following formula: Measurement Distance = the square root of (Area of the sign square feet times 100).

- (8) Dimming capabilities. All permitted electronic signs shall be equipped with a sensor or other device that automatically determines the ambient illumination and shall be programmed to automatically dim adjusting to ambient light conditions, or that can be adjusted to comply with the 0.3 footcandle measurements. These signs must also be equipped with a means to immediately turn off the display or lighting if it malfunctions, and the sign owner or operator must immediately turn off the sign or sign lighting when notified by the City that the sign is not complying with the standards in this section.

- (d) *Freestanding signs.* Except for area identification signs, no more than 1 permanent freestanding sign shall be located on any single property unless otherwise is stated 118-335. Freestanding signs shall be at least 100 feet from any other freestanding sign on a different street frontage on the same property. The total gross area of all the signs on the property cannot exceed the maximum aggregate signage for the property.

(e) *Freeway Signs.* Freeway signs are only allowed by a conditional use permit in the general business (GB), light industrial (I-1) and industrial (I) zoning districts and are subject to following conditions:

- (1) One freeway sign is allowed per property.
- (2) The maximum gross area of a freeway sign shall not exceed 200 square feet in area and 15 feet above the height of the interstate roadway surface at the point thereof nearest the sign.
- (3) The sign must be located on the portion of the property closest to the freeway and may not be closer than 350 feet from any other freeway sign on the same side of the freeway, as measured in a straight line from the base of the sign to the base of any other freeway sign.
- (4) A property with a freeway sign shall be allowed to have a maximum aggregate property signage of at least 300 square feet in gross area.
- (5) The supporting structure of a freeway sign shall be comprised of brick, stone, stucco, synthetic stucco, concrete masonry units (CMU) that are textured, burnished or decorative or factory finished metal panels. Exterior construction materials must be maintenance-free and colored only by means of a pigment integral to the material, not applied to the surface and must be compatible with the building(s) on the lot. The maximum number of supports per sign shall be two. All supports shall be vertical. No cable shall be used to support the sign.

(f) *Monument Signs.*

- (1) *Monument Sign Base.* The supporting base of a monument sign shall be comprised of brick, stone, stucco, synthetic stucco, concrete masonry units (CMU) that are textured, burnished or decorative, or factory finished metal panels. Exterior construction materials must be maintenance-free and colored only by means of a pigment integral to the material, not applied to the surface and must be compatible with the building(s) on the lot. The term "compatible" shall include but is not limited to materials that are consistent with the principal architectural features and colors of the building identified by the sign.
- (2) *Landscaping Design.* A monument sign shall be incorporated into a landscaping scheme or planter box. Monument signs may incorporate additional berming into its landscape design on a slope of 3 to 1 where the berming is incorporated into an overall landscaping design plan. The maximum height of the berm shall be three feet above the adjacent street grade. Landscaping shall be provided on the slopes of the berm in an interesting and varied appearance. Where a planter box is

incorporated, the landscaping shall occur in and around the planter with a similar attractive design.

- (3) Number of sign supports. The maximum number of supports per sign shall be 2. All supports shall be vertical. No cable shall be used to support the sign.
 - (4) Height and Size. The total height of a monument sign, including the planter box, berm, and sign graphic, shall not exceed the maximum height for a sign permitted in the underlying zoning district. The gross area of a monument sign shall not exceed 100 square feet.
- (g) *Pylon Signs*. Pylon signs are prohibited in all zoning districts except for the following:
- (1) Freeway signs may be allowed by conditional use permit in the General Business (GB), Industrial (I), and Light Industrial (I-1) zoning districts. Unless a more restrictive size is stated in a particular zoning district, a freeway sign shall not exceed 15 feet above the height of the interstate roadway at the point thereof nearest the proposed sign. The gross area of the individual sign shall not exceed 200 square feet. When in conflict, the more restrictive size shall apply.
- (h) *Wall Signs*.
- (1) *Attached wall signs (including painted wall signs)*. Attached wall signs must be flat and parallel to the surface of the building and project no more than 12 inches. Attached wall signs may project into a public right-of-way or beyond a legal setback line up to 12 inches, provided such signs do not violate Minnesota Statutes § 160.27.
 - (2) *Projecting wall signs*. Projecting wall signs must be perpendicular to the surface of the building and no more than 12 inches in thickness and comply with the following standards:
 - a. Projecting signs may project no more than 4 feet from the front of the edge of the building and be more than 15 square feet in gross area per side.
 - b. Projecting signs may not extend over a public right-of-way or public property except with the written permission of the City Engineer. When a projecting sign extends over a right-of-way, there shall be at least 8 feet of clearance between the ground level and the lowest point of the projecting sign. In no case may a projecting sign come closer than 2 feet from the curb line.
 - c. Projecting signs may not extend over a designated parking space or loading area.
 - d. One projecting sign per entrance on a street frontage is permitted. Projecting signs shall be at least 20 feet from other projecting signs.
 - (3) *Wall signs on a multi-tenant building*. Each tenant in a multi-tenant building is allowed 1 wall sign, however, the total cumulative square footage for all signs may not exceed the maximum gross area of signage allowed for the property, unless additional signage is approved through a master sign plan.

Sec. 118-334. Dynamic Display Off-Premises Signage

- (a) *Findings, Purpose, and Intent.* The City desires to facilitate communication between area businesses and nonprofits and drivers utilizing the Interstate 494 corridor and also desires to promote the health, safety, and welfare of the community through public service messaging. Dynamic display off-premises signs are able to cycle through a number of different messages and can communicate all of these messages effectively without causing a proliferation of sign structures and sign surfaces along the highway corridor. With this type of signage, there are opportunities for the City and public safety agencies to communicate about local events and critical emergencies. The City does not allow static off-premises billboard signage because these signs are inefficient, result in visual clutter, and are unable to support emergency messaging or the efficient promotion of community events.

The City is committed to protecting the aesthetics of the Mississippi River Corridor Critical Area (MRCCA), a part of the community that is protected by State Statute and shares a border with the Mississippi National River and Recreation Area, a unit of the National Park Service. Consistent with State Statute, the City administers a local MRCCA ordinance which contains numerous provisions designed to protect the community's scenic vistas, especially views to and from the river and river bluffs. The Department of Natural Resources requires the City to adopt minimum MRCCA standards but actively encourages Cities to take additional steps to protect the aesthetics of the MRCCA. To protect this critical resource area from visual clutter, it is the City's intention that no new billboard signage shall be permitted in the MRCCA and no existing nonconforming billboard signage in the MRCCA shall be permitted to be expanded or intensified in a way that will increase its value and make its discontinuance more unlikely.

- (b) *Location and Eligibility*
- (1) Dynamic display off-premises signs shall only be allowed on properties that are zoned GB-General Business.
 - (2) A dynamic display off-premises sign may only be erected on a property abutting Interstate Highway 494. The dynamic display off-premises sign must be oriented towards and designed to be viewed from Interstate Highway 494.
 - (3) Dynamic display off-premises signs are prohibited on properties located within the Mississippi River Corridor Critical Area (MRCCA) overlay district.
 - (4) The minimum distance in any direction between any two off-premises dynamic display signs shall be two thousand (2,000) feet.
- (c) *Conditional Use Permit Required.* A conditional use permit shall be required for any dynamic display off-premises sign.
- (d) *Performance Standards.* Dynamic display off-premises signs are subject to the following requirements:

- (1) All dynamic display off-premises signs shall comply with federal and state rules and regulations for signs along interstates and highways and shall obtain any required federal and state permits.
- (2) The maximum allowable size shall be seven hundred (700) square feet per sign surface and no sign shall contain more than two (2) sign surfaces. Each sign surface must be designed to be read from an opposite direction.
- (3) The maximum allowable height is fifty (50) feet from the grade of the travel lane of Interstate 494.
- (4) The design of the sign and its support structure shall be approved by the City. The base or support structure shall incorporate EIFS, veneer, brick, stone, decorative block, or a similar cladding material that has been approved by the City.
- (5) Dynamic display off-premises signs shall have a minimum display duration of eight (8) seconds. Such displays shall contain static messages only. The change from one static message to another shall either be instantaneous without any special effects or shall employ a dissolve or fade transition or another subtle transition technique that does not have the appearance of moving text or images. No transition may take longer than one second.
- (6) The sign shall be rectangular in shape and all messages must be contained within the sign. The portion of any dynamic or illuminated sign that is used for the conveyance of any message will be included within the overall size of the sign.
- (7) The sign must be freestanding and shall not be affixed to any building.
- (8) The sign may not emit any sound.
- (9) The sign shall have ambient light monitors installed and shall be configured to allow such monitors to automatically adjust the brightness level of the electronic sign based on light conditions at all times.
- (10) The sign shall comply with the following brightness standards: the sign shall not exceed seven thousand five hundred (7,500) Nits (candelas per square meter) between the hours of civil sunrise and civil sunset measured from the face of the sign. During nighttime hours, the sign shall not exceed five hundred (500) Nits. The light level shall not exceed 0.3 footcandles above ambient light as measured from a pre-set distance depending on sign size. Measuring distance shall be determined using the following equation: the square root of the message center sign area multiplied by 100. Example: 12 square foot sign $\sqrt{(12 \times 100)} = 34.6$ feet measuring distance.
- (11) Dynamic display billboards shall be constructed with the use of light-blocking technology. As measured from a point on the sign face furthest from the right-of-way, the area on the ground more than 22.5 degrees from the roadway must be light protected by light-blocking technology. "Light protected" is defined as having a reduction of brightness/luminance (and visibility) of over 90 percent, or equivalently, a remaining brightness of less than ten percent as compared to the nominal forward brightness of the sign.

- (12) The sign shall have a fully-functional monitoring off switch system that shuts the dynamic display sign off when the display deteriorates, in any fashion, five (5) percent or greater until the dynamic display sign has been repaired to its fully-functional factory specification.
- (13) The lamp wattage and luminance level in Nits of the sign shall be provided at the time of permit application from the owner or operator of the sign. The sign must at all times be operated in accordance with City Code and the owner or operator shall provide proof of such conformance upon request of the City.
- (14) Public service messages, in addition to emergency messages such as Amber Alerts, shall be provided on the dynamic display billboard sign at no cost to the public. Any Applicant for a conditional use permit for an off-premises dynamic display sign shall enter into an agreement with the City to provide up to 30 hours of no-cost display time per month on each face of the sign, with each display lasting 8 seconds. The messages shall be reasonably distributed throughout a 24-hour period and shall not be relegated to the midnight to 6:00 AM time frame.
- (15) Portable dynamic display off-premises signs are not allowed in any district.
- (16) Nonconforming static off-premises signs may not be converted to dynamic display off-premises signs.

Sec. 118-335. Permitted Signs by District.

Any sign that is not listed as a permitted (P) or allowed by Conditional Use Permit (C) is prohibited. An asterisk (*) indicates special conditions within the zoning district.

Figure A-1. Permissible Signs By District

	R-1 R-2 R-3	R-4	CGMU-1	CGMU-2	MMM	C-1	GB	I I-1
Signage Area and Size								
Maximum Gross Area of all Signage on the Property (Square Feet)	6*	24*	150*	150*	150*	150*	200*	200*
Individual Sign Maximum Gross Area (Square Feet)	6*	24	100	100	100	100	100*	100*
Height (Feet)	6	6	8	8	8	8	12*	12*
Type of Signage								
Area Identification Signs	P	P	P	P	P	P	P	P
Drive-Through Signs	—	—	C*	C	C	C	C	C

Dynamic Display Signs	C*	C*	C*	C	C	C	C	—
Dynamic Display Off-Premises Signs	—	—	—	—	—	—	C*	—
Electronic Changeable Copy Signs	C*	C*	C*	C	C	C	C	C
Electronic Graphic Display Signs	C*	C*	C*	C	C	C	C	—
Freeway Signs	—	—	—	—	—	—	C*	C
Illuminated Canopy and Awning Signs	C	P	C	C	C	C	C	C
Monument Signs	P*	P	C*	P*	P*	P	P	P
Nonelectronic Changeable Copy Signs	P*	P	C*	P*	P*	P	P	P
Nonilluminated Awning and Canopy Signs	P	P	P	P	P	P	P	P
Projecting Signs	C	P	P	P	P	P	P	—
Static Off-Premises Signs	—	—	—	—	—	—	—	—
Wall Signs	P/C*	P	P*	P*	P*	P	P	P

(a) Within residential zoning districts (R-1 through R-3) signs must comply with the following regulations:

(1) Aggregate property signage: The maximum gross signage for a property shall not exceed 6 square feet in gross area unless otherwise excepted below.

(2) Individual signs: The maximum gross area per sign shall not exceed six square feet in gross area and six feet in height, or as otherwise excepted below.

(3) The following types of signs are permissible:

a. Area identification signs.

1. Neighborhoods of single-family and two-family homes are allowed 1 area identification sign per subdivision or development which must be a monument sign and may not exceed 24 square feet in area.

2. Multifamily dwellings with at least four units are allowed one non-illuminated area identification sign which shall not exceed 6 square feet in area except as noted below. The sign must be an attached wall sign except as noted below.

3. In the R-3 district, multifamily dwellings on parcels larger than 25,000 square feet are allowed one non-illuminated area identification sign not

exceeding 24 square feet in area. The sign may be either an attached wall sign or a monument sign.

- b. Nonilluminated awning signs and nonilluminated canopy signs.
- c. Wall signs and monument signs for an institutional use.
 - 1. Institutional uses shall be permitted one monument sign per property. An institutional use located on a parcel that is 1 acre in size or larger may have one monument sign per street frontage. No such sign shall exceed a gross area of 32 square feet.
 - 2. Institutional uses may have up to 24 square feet of wall signage per street frontage. No more than 24 feet of wall signage may be directed towards each individual frontage. Illuminated wall signs shall require a conditional use permit.
 - 3. Group family day cares, as defined in Section 118-8, are not considered an institutional use for the purposes of this section.
- d. Nonelectronic changeable copy signs, which are allowed only for institutional uses.

(4) The following types of signs require a conditional use permit:

- a. Illuminated wall signs, which are allowed only for institutional uses.
- b. Illuminated canopy and awning signs on nonresidential buildings.
- c. Projecting signs.
- d. Wall signs if they are for a property that does not qualify for wall signage as a permitted use under the provisions listed in subdivision (3) above.
- e. Dynamic display signs, electronic changeable copy, and electronic graphic display signs are allowed only when located upon the monument sign of an institutional use and are subject to the following requirements:
 - 1. The signage shall adhere to all requirements of Section 118-333(c) unless otherwise stated below.
 - 2. The electronic sign shall be turned off between 10:00 p.m. and 7:00 a.m.
 - 3. No part of the display shall change more than once every 15 seconds.
 - 4. When an institutional use has more than one monument sign, only one of their monument signs may be a dynamic display sign, electronic changeable copy sign, or electronic graphic display sign.

(5) The following types of signs require an interim use permit:

- a. A home occupation may be allowed one nonilluminated business sign in an approved location, not to exceed six square feet in area. The sign must be

removed if the home occupation is discontinued. In the R-1 single family zoning district, no home occupation signage is allowed.

- (6) The following types of signs are prohibited:
 - a. Freeway signs.
 - b. Drive-through signs.
- (b) Within multifamily residential zoning districts (R-4) signs must comply with the following regulations:
 - (1) Aggregate property signage: The maximum gross signage for a property shall not exceed 24 square feet in gross area unless otherwise allowed below.
 - (2) Individual signs: The maximum gross area per sign shall not exceed 24 square feet in gross area and six feet in height.
 - (3) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Illuminated canopy and awning signs.
 - c. Monument signs.
 - d. Nonelectronic changeable copy signs.
 - e. Nonilluminated awning signs and nonilluminated canopy signs.
 - f. Projecting signs.
 - g. Wall signs.
 - h. Wall signs and monument signs for an institutional use.
 - 1. Institutional uses shall be permitted one monument sign per property. An institutional use located on a parcel that is 1 acre in size or larger may have one monument sign on each street frontage. No such sign shall exceed a gross area of 32 square feet.
 - 2. Institutional uses may have up to 24 square feet of wall signage per street frontage. No more than 24 feet of wall signage may be directed towards each individual frontage.
 - 3. Group family day cares, as defined in Section 118-8, are not considered an institutional use for the purposes of this section.
 - (4) The following types of signs require a conditional use permit:
 - a. Dynamic display signs, electronic changeable copy, and electronic graphic display signs when located upon the monument sign of an institutional use. These signs are subject to the following requirements:

1. The signage shall adhere to all requirements of Section 118-333(c) unless otherwise stated below.
 2. The electronic sign shall be turned off between 10:00 p.m. and 7:00 a.m.
 3. No part of the display shall change more than once every 15 seconds.
 4. When an institutional use has more than one monument sign, only one of their monument signs may be a dynamic display sign, electronic changeable copy sign, or electronic graphic display sign.
- (5) The following types of signs are prohibited:
- a. Freeway signs.
 - b. Drive-through signs.
- (c) Within the CGMU-1: Concord Gateway Mixed Use Zoning Sub-district 1. Signs must comply with the following regulations:
- (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half (1 ½) times the lineal feet of the longest building frontage facing a public street or 150 square feet in gross area, whichever is greater. If a property has a second street frontage, the property is eligible for additional signage equal to one-half (½) times the lineal feet of the building frontage facing the second public street.
 - (2) Individual signs: The maximum gross area per sign shall not exceed 100 square feet in gross area and eight feet in height.
 - (3) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Nonilluminated awning and canopy signs.
 - c. Projecting signs.
 - d. Wall signs.
 - (4) The following types of signs require a conditional use permit:
 - a. Illuminated canopy and awning signs.
 - b. Monument signs on an eligible property. Monument signs shall not be allowed on Concord Exchange or within 75 feet of the Concord Exchange right-of-way. As part of a monument sign the following types of signs may also be incorporated:
 1. Dynamic display, electronic changeable copy, and electronic graphic display signs.
 2. Non-electronic changeable copy signs.
 - c. Drive-through signs.
 - (5) The following types of signs are prohibited:

- a. Freeway signs.
- (d) Within the CGMU-2: Concord Gateway Mixed Use Zoning Sub-district 2. Signs must comply with the following regulations:
- (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half (1 ½) times the lineal feet of the longest building frontage facing a public street or 150 square feet in gross area, whichever is greater.
 - (2) Individual signs: the maximum gross area per sign shall not exceed 100 square feet in gross area and eight feet in height.
 - (3) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Monument signs.
 - c. Nonelectronic changeable copy signs.
 - d. Nonilluminated awning and canopy signs.
 - e. Projecting signs.
 - f. Wall signs.
 - (4) The following types of signs require a conditional use permit:
 - a. Dynamic display signs, electronic changeable copy, and electronic graphic display signs that are part of a monument sign.
 - b. Drive-through signs.
 - c. Illuminated awning and canopy signs.
 - (5) The following types of signs are prohibited:
 - a. Freeway signs.
- (e) Within the MMM- Mixed Markets and Makers District. Signs must comply with the following regulations:
- (1) Aggregate property signage: the maximum gross signage for a property shall not exceed one and one-half (1 ½) times the lineal feet of the building frontage along Concord Street or 150 square feet in gross area, whichever is greater. Properties that do not have frontage on Concord Street shall not exceed 150 square feet of gross signage.
 - (2) Individual signs: the maximum gross area per sign shall not exceed on 100 square feet in gross area and eight feet in height.
 - (3) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Monument signs
 - c. Nonelectronic changeable copy signs

- d. Nonilluminated awning and canopy signs.
 - e. Projecting signs
 - f. Wall signs
- (4) The following types of signs require a conditional use permit:
- a. Dynamic display signs, electronic changeable copy, and electronic graphic display signs that are part of a monument sign.
 - b. Drive-through signs.
 - c. Illuminated awning and canopy signs
- (5) The following types of signs are prohibited:
- a. Freeway signs.
- (f) Within the C-1: Retail business zoning districts signs must comply with the following regulations:
- (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half (1 ½) times the lineal feet of the longest building frontage facing a public street or 150 square feet in gross area, whichever is greater.
- (2) Individual signs: The maximum gross area per sign shall not exceed 100 square feet in gross area and eight feet in height.
- (3) The following types of signs are permissible:
- a. Area identification signs.
 - b. Monument signs.
 - c. Nonelectronic changeable copy signs.
 - d. Nonilluminated awning signs and canopy signs.
 - e. Projecting signs.
 - f. Wall signs.
- (4) The following types of signs require a conditional use permit:
- a. Dynamic display signs, electronic changeable copy, and electronic graphic display signs that are part of a monument sign.
 - b. Drive-through signs.
 - c. Illuminated awning and canopy signs.
- (5) The following types of signs are prohibited:
- a. Freeway signs.
- (g) Within the GB: General business zoning district signs must comply with the following regulations:

- (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half (1 ½) times the lineal feet of the longest building frontage facing a public street or 200 square feet in gross area, whichever is greater, unless otherwise excepted in Section 118-333(e).
 - (2) Individual signs: the maximum gross area per sign shall not exceed 100 square feet in gross area and 12 feet in height, or as otherwise excepted in Section 118-333(e).
 - (3) Freeway signs are not permitted in that part of the GB district north of I-494, east of Trunk Highway 56 (Concord Street), south of Wentworth Avenue extended easterly and west of the Mississippi River.
 - (4) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Monument signs
 - c. Nonelectronic changeable copy signs.
 - d. Nonilluminated awning and canopy signs.
 - f. Projecting signs.
 - f. Wall signs.
 - (5) The following types of signs require a conditional use permit:
 - a. Drive-through signs subject to the requirements of Section 118-333(b).
 - b. Dynamic display signs that are part of a monument sign. These signs are subject to the requirements of Section 118-333(c).
 - c. Dynamic display off-premises signs on properties that are outside of the Mississippi River Critical Corridor Area (MRCCA), subject to the requirements of Section 118-334. A property or business that has a dynamic display off-premises sign shall be permitted to have up to 200 square feet of total site signage in addition to the dynamic display off-premises sign. A property or business that currently exceeds 200 square feet of site signage must reduce their total site signage to 200 square feet or less in order to qualify for a conditional use permit to have a dynamic display off-premises sign.
 - d. Electronic changeable copy or electronic graphic display signs that are part of a monument sign.
 - e. Freeway signs, subject to the requirements of subsection 118-333(e).
 - f. Illuminated awning and canopy signs
- (h) Within the industrial zoning districts (I and I-1) signs must comply with the following regulations:

- (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half (1 ½) the lineal feet of the longest building frontage facing a public street or 200 square feet in gross area, whichever is greater, unless otherwise excepted in Section 118-333(e). Each principal building at the Fleming Field Municipal Airport shall be allowed to have at least 200 square feet of total signage, regardless of the length of the building frontage.
- (2) Individual signs: the maximum gross area per sign shall not exceed 100 square feet in gross area and 12 feet in height, or as otherwise excepted in Section 118-333(e).
- (3) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Monument signs.
 - c. Nonelectronic changeable copy signs.
 - d. Nonilluminated awning and canopy signs.
 - e. Wall signs.
- (4) The following types of signs require a conditional use permit:
 - a. Drive-through signs.
 - b. Electronic changeable copy signs.
 - c. Freeway signs, subject to the requirements of subsection 118-333(e).
 - d. Illuminated canopy and awning signs.
- (5) The following types of signs are prohibited:
 - a. Dynamic display signs.
 - b. Electronic graphic display signs.
 - c. Projecting signs.

Sec. 118-336. Master Sign Plans

- (a) *Purpose.* The purpose of a master sign plan is to establish a fair and equitable process for complex signage situations that accommodate the need for a well-maintained, safe, and attractive community, and the need for effective communications including business identification. Flexibility from the sign standards in the total amount, number, size, or location of signs may be approved at the reasonable discretion of the City Council through the master sign plan process.
- (b) *Effect.* Upon approval of a master sign plan, all future signs shall conform to the master sign plan. Modifications to the provisions of the master sign plan may be granted only with the approval of an amended master sign plan.
- (c) *Eligibility.* No property shall be required to submit a master sign plan and may alternatively pursue a planned unit development approval or variance. The following

standards shall dictate which properties are eligible to submit a master sign plan for review:

- (1) Only the following uses shall be eligible to submit an application for a master sign plan: multi-tenant commercial-retail structures such as shopping centers and strip malls, commercial and industrial developments that are over five acres in size, gasoline service stations, and properties that have multiple principal buildings.
 - (2) Only properties in commercial, industrial, and mixed-use zoning districts shall be eligible to submit master sign plans.
 - (3) Planned unit developments that require flexibility from the sign ordinance shall have their signage regulated via their conditional use permit for a planned unit development rather than a master sign plan.
- (d) *Process.* The applicant shall submit their master sign plan for review by the Planning Commission and City Council. A completed application shall be submitted to the zoning administrator along with an application fee and escrow deposit as established by the City Council for site plan reviews. The master sign plan shall be reviewed following the process outlined for site plan review in section 118-47 and approved by resolution. Amendment requests shall follow this same process.
- (e) *Review criteria.* To assist property owners and their tenants with signage needs, the City has established the following criteria that shall be used in developing, reviewing, and approving each master sign plan:
- (1) *Base guidelines:* The master sign plan shall use the signage standards of the underlying zoning district as its basis. Any sign that requires a conditional use permit or interim use permit shall continue to require said permit.
 - (2) *Total allowance:* The total signage allowance granted shall not exceed two times the maximum that would be allowed at the property without a master sign plan.
 - (3) *Height:* All signage must follow the height regulations of the underlying zoning district except that monument signs for multi-tenant commercial-retail structures may be allowed to be up to 12 feet in height.
 - (4) *Quality:* The master sign plan review may not be used to waive design standards that are mandatory in the underlying zoning district related to landscaping or building materials.
 - (5) *Type:* A master sign plan may not be used to approve a type of sign that is prohibited in the underlying zoning district.
 - (6) *Location:* All signage shall follow the location regulations of the underlying zoning district.
 - (7) *Number:* No more than one freestanding sign may be allowed for each street frontage through a master sign plan.
 - (8) The City Council may require an applicant to adhere to the signage standards found in sections 118-332 and 118-333 or the City Council may at their discretion, approve a master sign plan. In approving a deviation from the signage standards found in sections 118-332 and 118-333, the City Council will consider

the gross floor area of the principal building(s), the size of the site, the existing signage, and the visibility of the site from all street frontages.

- (f) *Required materials.* The following materials must be submitted as part of a master sign plan review application.
 - (1) Dimensional site plan and elevations of the building or buildings to be included in the master sign plan review.
 - (2) Locations of existing and proposed signage, including signage dimensions, lighting, exposed structures, colors, and functions of each sign.
 - (3) Computations of the total maximum sign area for each individual sign and all the signage at the site included the height of the signs and area of the signs.
- (g) *Findings.* The following findings must be made prior to the approval of any new master sign plan or revisions to previously approved master sign plans:
 - (1) The master sign plan is not in conflict with the comprehensive plan.
 - (2) The master sign plan is not in conflict with the purpose, standards or design principles found in section 118-332.
 - (3) The master sign plan will not be injurious or a nuisance to the surrounding neighborhood or otherwise harm the public health, safety, and welfare.
- (h) *Sign permits required.* No sign approved as part of a master sign plan may be installed without first receiving the proper sign permit.
- (i) *Administration and amendments.* Staff may issue a sign permit to allow a sign approved by the master sign plan to be replaced with a new sign of the same type that is in the same general location as the original sign and is the same size or smaller than the original sign. All attached wall signs shall be considered the same type for the purposes of administering this ordinance. Any more substantial changes including a change in the sign type, an increase in the size of the signage, or the addition of new signage will require an amendment to the master sign plan.
- (j) *Expiration.* Master sign plans expire one year after approval if no sign permits implementing the master sign plan have been issued within that time period. The applicant may apply to the zoning administrator for no more than one extension of up to one year.
- (k) *Termination.* A property owner may request the termination of their master sign plan which shall be processed as an amendment and approved by resolution. If the termination is approved, the property shall revert to the standards of the underlying zoning district.

Sec. 118-337. Message substitution.

The owner of any sign that is otherwise allowed by this article may substitute noncommercial copy or message in lieu of any other commercial or noncommercial sign copy or message without additional approval or permitting subject to the operational standards set forth in this article. The purpose of this provision is to prevent any inadvertent favoring of commercial speech or message over noncommercial speech or message.

Sec. 118-338. Election Season Exception

Notwithstanding any other provisions of this article, all signs of any size containing noncommercial speech may be posted from 46 days before the state primary in any general election year until ten days following the general election and 13 weeks prior to any special election until ten days following the special election.

SECTION 2. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The ordinance repeals and replaces the existing sign ordinance to improve its readability and to address several previously unaddressed types of signage.

SECTION 3. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved:

Published:

Deanna Werner, City Clerk

ATTACHMENT B
PHOTOGRAPHS OF TEMPORARY FEATHER FLAG SIGNS

