

City of South St. Paul

CITY COUNCIL

COUNCIL CHAMBERS

125 3RD AVE NORTH

SOUTH ST. PAUL, MN 55075

Tuesday, January 16, 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. Oath of Office – Sergeant Kurtis Syvertsen**
- B. Oath of Office – Officer Tory Nelson**
- C. Oath of Office – Officer Mariah Latuff**
- D. Introduction – Police Therapy K9 “Riley”**
- E. Presentation: ISI National Synchronized Skating Event**

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 January 2, 2024**
- B. Accounts Payable**
- C. Business Licenses**

- D. Approve Plans and Specifications and Authorize Advertisement for Bids for Concord Exchange Improvement Project
- E. Approve Change Order No. 1 – Well No. 3 Water Treatment Plan
- F. Final Payment – 2023 Tree Removal Contract
- G. Approve Plans and Specifications and Authorize Advertisement for Bids for 7th Avenue South & I-494 Watermain Improvements
- H. Approve Joint Powers Agreement for Internet Crimes against Children Task Force (ICAC)
- I. Purchase Two (2) Commander 3400 Camera Trailer Systems
- J. Purchase of Single Axle Plow Truck from Nuss Truck & Equipment with Plowing Equipment and Accessories from Towmaster Inc
- K. Approve Agreement with SEH for the Airport Beacon Replacement Project
- L. Purchase of a 12,000lb Towmaster Trailer for Skid Steers and Misc Equipment from Ziegler Cat

9. PUBLIC HEARINGS:

- A. Rescinding Vacation Approved by Resolution 2022 – 138 and Vacating a Portion of Former Pitt Street, Resolutions 2024 – 9 and 2024 – 10

10. GENERAL BUSINESS:

- A. Rescinding Property Split Approved by Resolution 2022 – 146 and Approving a Property Split, Resolutions 2024 – 11 and 2024 – 12
- B. 1st Reading- Ordinance Amendment Allowing Dynamic Display Off-Premises Signs in the GB-General Business Zoning District
- C. 1st Reading- Ordinance Amendment Updating Zoning Standards for Permitted Encroachments, Accessory Structures, and Nonconforming Buildings
- D. 2nd Reading- Ordinance Amendment Updating Truck and Trailer Parking Regulations

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

This meeting is being taped by Town Square Television (NDC4) channel 18/798 HD.
Replays can be viewed on Government Channel 18
Replay Times – Thursday following Meeting at 12:00 p.m. & 6:00 p.m. Channel 18/798 HD
651-451-7834

**SOUTH ST. PAUL CITY COUNCIL
MINUTES OF JANUARY 2, 2024**

1. Mayor Francis called the regular meeting of the City Council to order at 7:00 PM on January 2, 2023.

2. **ROLL CALL:**

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

Absent: Council Member Hansen

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

3. Deanna Werner gave the invocation.

4. Pledge of Allegiance

5. Presentations: None

6. Citizen Comments: None

7. **Agenda**

Moved by: Thompson / Kaliszewski

Moved: To approve the agenda.

Vote: 6 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 December 18, 2023

B. Resolution 2024-006, Accounts Payable

C. Business Licenses

D. Purchase of Dipperfox Stump Grinder from Trenchers Plus

E. Designation of the Official City Newspaper – St. Paul Pioneer Press

~~F. Deleted~~

G. Resolution 2024-005, Declare Property Surplus and Authorize the Sale of Such Property

H. Resolution 2024-001, Designating Depositories and Electronic Funds Transfer Authority for 2024

I. Resolution 2024-002, Setting the 2024 Meal and Mileage reimbursement rates.

Moved by: Kaliszewski / Bakken

Vote: 6 ayes / 0 nays, motion carried.

9. Public Hearings:

A. Concord Exchange Improvement Project – Public Improvement Hearing

Moved by: Seaberg / Podgorski

Moved: Approval of Resolution 2024-003, ordering the improvement and preparation of final plans and specifications for the Concord Exchange Improvement Project #2024-01.

Vote: 6 ayes / 0 nays, motion carried.

10. General Business: None

11. Mayor and Council Communication

12. Adjournment

Moved by: Seaberg / Podgorski

Moved: Adjourn the meeting.

Vote: 6 ayes / 0 nays, motion carried.

The meeting was adjourned at 7:56 PM.

Approved:

City Clerk



City Council Agenda
Date: January 16, 2024
Department: Finance
Prepared by: Jeff Hines
Administrator: RG

8-B

Agenda Item: Accounts Payable

Action to be considered:

Motion to Adopt Resolution 2024-015 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. 2024-015

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:	
149318-149458	\$ 1,118,887.90
2024001-2024015	311,252.61
800976-800985	<u>78,128.31</u>
Total	\$ 1,508,268.82

Adopted this 16th day of January, 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
149318	1/8/2024		1016 ACE HARDWARE & PAINT							
		3.99	NM MAINT SUP/KEY		110167	549224/5	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		18.98	HOSE & COUPLER		110168	547751/5	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		7.99	BATTERIES		110169	547959/5	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		16.97	THREAD TAPE/PIPE COMPOUND		110170	549266/5	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		<u>47.93</u>								
149319	1/8/2024		14317 AMEE CENTRAL							
		5,748.00	VOTING BOOTHS		110321	2023-097	10140.6580		OTHER EQUIPMENT	CITY CLERK
		<u>5,748.00</u>								
149320	1/8/2024		6679 AMERICAN ENGINEERING TESTING, INC							
		7,819.93	BRIDGEPOINT VAPOR SAMPL SITE		110295	INV-171901	40490.6302		PROFESSIONAL SERVICES	CONCORD TIF
		<u>7,819.93</u>								
149321	1/8/2024		1044 ANCOM COMMUNICATIONS							
		258.00	CONSOL RADIO INSTALL		110171	118861	40402.6220		REPAIR & MAINTENANCE SUPPLIES	CAPITAL PROGRAMS FUND
		<u>258.00</u>								
149322	1/8/2024		4059 ASCENT AVIATION GROUP, INC.							
		21,996.85	7001 GAL JET A		110177	986349	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		<u>21,996.85</u>								
149323	1/8/2024		4590 ATEC, LLC							
		399.50	R&I BUMPER/INSTALL RADIO		110178	1540	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>399.50</u>								
149324	1/8/2024		8391 BLAIR, MELISSA							
		249.56	MILEAGE JULY-DEC 2023		110322	1/2/24	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		<u>249.56</u>								
149325	1/8/2024		6736 BRAUN INTERTEC CORPORATION							
		1,068.50	CITY HALL RENOVATION		110179	B365388	40402.6530		IMPR OTHER THAN BUILDING	CAPITAL PROGRAMS FUND
		<u>1,068.50</u>								
149326	1/8/2024		7263 BRO-TEX CO., INC.							
		321.50	NM SCRIM 4 PLY WHITE		110180	565169	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>321.50</u>								
149327	1/8/2024		1184 CINTAS CORPORATION #754							
		64.35	SAFETY MATS		110181	4177679624	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION

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
149327	1/8/2024		1184 CINTAS CORPORATION #754						Continued...	
		23.46	SAFETY MATS-LOBBY - FD		110181	4177679624	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		<u>87.81</u>								
149328	1/8/2024		8471 CONCORD PRINTING							
		371.00	SRC-PRE/READER/TEEN LOGS		110296	32756	20230.6430		MISCELLANEOUS	LIBRARY
		<u>371.00</u>								
149329	1/8/2024		2009 CORE & MAIN, LP							
		89.36	HYDRANT PLUGS/TAGS		110182	U094382	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>89.36</u>								
149330	1/8/2024		1261 DAKOTA UNLIMITED							
		2,498.00	NM FENCE24'X60" FINAL PYMT		110326	148777	50677.6371.120		MTNCE-MISCELLANEOUS	NAN MCKAY APT BLDG
		<u>2,498.00</u>								
149331	1/8/2024		1326 EARL F. ANDERSEN, INC							
		93.36	SPEED SIGNS		110183	0135056-IN	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>93.36</u>								
149332	1/8/2024		14094 EBERT, INC.							
		328,175.36	WAKOTA SCENIC TRAILHD PMT 5		110184	21634642	40437.6302	202108	PROFESSIONAL SERVICES	2021 LOCAL IMPROVEMENTS
		<u>328,175.36</u>								
149333	1/8/2024		1391 FASTENAL COMPANY							
		574.87	RUST PREVENT/SCREWS/NUTS		110185	MNTC6242584	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>574.87</u>								
149334	1/8/2024		1400 FERGUSON WATERWORKS #2518							
		275.52	WATER METER		110329	0517564	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>275.52</u>								
149335	1/8/2024		6669 FINN DANIELS, INC							
		56,294.26	JC PLUMB PRJ/BID&AWARD PHASE		110189	22020-07	50678.6560	229901	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		<u>56,294.26</u>								
149336	1/8/2024		9665 FORD OF HIBBING							
		49,912.16	2023 FORD F550 (BUCKET TRUCK)		110187	SSTPAUL23-101	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		<u>49,912.16</u>								
149337	1/8/2024		5592 FRATTALONE'S DAWNWAY LLLP							

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
149337	1/8/2024		5592 FRATTALONE'S DAWNWAY LLLP						Continued...	
		114.00	CLN/CONCRETE/DEBRIS DISPOSAL		110188	2312024	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		114.00								
149338	1/8/2024		3669 FRIESEN, JANE							
		3,500.00	OWG-I&I REPLACEMENT/LINER		110190	380	10315.6371	201812	REPAIRS & MAINT CONTRACTUAL	ENGINEERING
		3,500.00								
149339	1/8/2024		7558 GO TOTALLY NUTS							
		99.50	ROASTED NUTS		110191	212193	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		125.00	ROASTED NUTS		110192	212197	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		224.50								
149340	1/8/2024		1497 GOPHER STATE ONE-CALL							
		121.50	LOCATES		107415	3080751	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		121.50	LOCATES		107415	3080751	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		243.00								
149341	1/8/2024		1505 GRAINGER							
		24.32	VACUUM BREAKER RPR KITS		110193	9937132158	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		24.32								
149342	1/8/2024		2902 GREENWOOD RODRIGUEZ, HONORA							
		129.43	MILEAGE REIMBURSEMENT		110194	12/15/2023	20230.6331		CONFERENCES, TRAINING, TRAVEL	LIBRARY
		129.43								
149343	1/8/2024		11834 GUARDIAN SUPPLY LLC							
		12,524.21	MFF EQUIPMENT		110195	16959	10210.6580		OTHER EQUIPMENT	POLICE PROTECTION
		709.86	49-START UP UNIFORMS		110196	16968	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		242.97	09-FLASHLIGHT/HOLDERS		110197	16958	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		41.99	37-EAR PIECE		110198	16930	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		1,299.00	BALLISTIC VEST		110199	16929	20212.6245	227599	CLOTHING ALLOWANCE	GRANTS/DONATIONS POLICE
		582.92	30-SHIRTS/PANTS/BASE LYR		110200	16928	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		209.96	09-UNIFORM SHIRTS		110201	16934	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		15,610.91								
149344	1/8/2024		6660 HAMERNICK DECORATING CENTER							
		792.50	NM#210-RMV CARP/VINYL/ABATE		110203	CG334641	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		1,367.75	NM#308 RMV CARP/VINYL ABATE		110204	CG333666	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		1,367.75	NM #312 RMV CARP/VINYL ABATE		110205	CG334738	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		792.50	NM #508 RMV CARP/VINYL/ABATE		110206	CG334642	50677.6560	229057	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
149344	1/8/2024		6660 HAMERNICK DECORATING CENTER						Continued...	
		792.50	NM #805 RMV CARP/VINYL/ABATE		110207	CG334640	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		2,665.91	NM #308 RMV CARP/VINYL/ABATE		110208	CG333662	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		<u>7,778.91</u>								
149345	1/8/2024		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		45.94	JC MAINT SUP/HEADRAIL		110209	9221326637	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		419.76	JC MAINT SUP/WD40/EXT CORD		110210	9221326638	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>465.70</u>								
149346	1/8/2024		1586 HILLYARD / MINNEAPOLIS							
		1,028.27	TISSUE/BWL CLNR/LINERS		110211	605336176	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		<u>1,028.27</u>								
149347	1/8/2024		1667 INVER GROVE FORD							
		44.85-	RETD SPLASH SHIELDS #329		110212	5336628	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		54.05-	RETD AIR ELEMENT ASY #328		110213	5336629	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		577.26	RPR COOLING LEAK #2151		110214	6405056	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>478.36</u>								
149348	1/8/2024		1674 J. P. COOKE COMPANY							
		82.45	DOG TAGS - LICENSING		110215	813413	10140.6201		OFFICE SUPPLIES	CITY CLERK
		<u>82.45</u>								
149349	1/8/2024		6642 JOHNSON CONTROLS, INC							
		1,202.17	NM BOILER#3-RPL GAUGE		110324	1-131666125776	50677.6371.120		MTNCE-MISCELLANEOUS	NAN MCKAY APT BLDG
		1,616.00	NM HEAT SYST SVC 12/15/23		110327	1-131681054339	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		<u>2,818.17</u>								
149350	1/8/2024		1740 KIMLEY-HORN AND ASSOCIATES, INC.							
		7,486.34	CONCORD-CONSTSVC THRU11/30/23		110325	26698306	40432.6530	201611	IMPR OTHER THAN BUILDING	2016 LOCAL IMPROVEMENTS
		<u>7,486.34</u>								
149351	1/8/2024		14172 KRUEGER REAL ESTATE ADVISORS							
		6,000.00	EDA		110216	NOVEMBER 1-30,2023	20280.6375		OTHER CONTRACTED SERVICES	ECON DEV GENERAL
		<u>6,000.00</u>								
149352	1/8/2024		1911 MENARDS, INC-WEST ST PAUL							
		44.96	LIGHTS		110217	86649	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		9.08	CONCESSION CONTAINERS		110219	86978	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA

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
149352	1/8/2024		1911 MENARDS, INC-WEST ST PAUL						Continued...	
		60.83	AIR HOSE/FITTINGS FOR HORN		110220	87007	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		28.60	CLN SUPPLIES		110221	86083	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		15.98	OIL DRI		110222	86334	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		127.11	BATTERY/MAG HOOKS/CLNRS		110223	86485	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		45.45	LIGHTS/ELEC PLUGS		110224	86530	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		4.39	MAG HOOKS		110225	86581	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		24.99-	RETURN-LIGHTS		110226	86623	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		65.90	LIGHTS		110227	86625	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		245.97	BATTERY/CHISELS/TORCH/GASCAN		110228	87291	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		17.68	CORD/GORILLA GLUE		110229	87132	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		43.77	CONTOURS MAT		110230	87289	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		40.80	MOUSE TRAPS/BAIT/GLUE		110230	87289	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		164.52	ADAPTERS/TEES		110231	86998	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		39.99	EXT SCREWS		110232	86115	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		79.99	SECURITY LGT@ PH#2		110233	86957	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		79.99	SECURITY LGT @ PH#2		110234	86902	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		35.66	WASH/WINDSHLD CLNR/FRESHNER		110235	86831	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		135.88	GASKET BOX/TOTE		110236	86777	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		107.94	GASKET BOX		110237	86785	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		35.98-	RETD U-BEND LEDS		110238	86114	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>1,333.52</u>								
149353	1/8/2024		6712 MIDWEST LIGHTING PRODUCTS							
		339.25	JC LIGHT BULBS		110239	00073060	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>339.25</u>								
149354	1/8/2024		1444 MIDWEST MACHINERY CO							
		160.20	SEAL #1585		110240	9881826	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		508.42	WSHR/NUT/SCREWS #1580		110241	9885099	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>668.62</u>								
149355	1/8/2024		1953 MIKE McPHILLIPS INC							
		5,110.00	ST SWEEPING-DEC23		110242	55955	50610.6371		REPAIRS & MAINT CONTRACTUAL	STORM WATER UTILITY
		<u>5,110.00</u>								
149356	1/8/2024		6027 MINNESOTA POLICE AND PEACE OFFICERS ASS							
		456.00	LDF-01,02,03		110243	12/1/2023	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		<u>456.00</u>								
149357	1/8/2024		13943 MINNESOTA POLICE AND PEACE OFFICERS ASS							

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
149357	1/8/2024		13943 MINNESOTA POLICE AND PEACE OFFICERS ASS						Continued...	
		210.00	MPPOA MEMBERSHIP 01,02,03		110332	12/1/2023	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		<u>210.00</u>								
149358	1/8/2024		14259 MUNICIPAL BUILDERS, INC							
		47,915.62	WELL#3 WTR TRTMNT11/6-12/1/23		110245	PMT 2	40402.6302	202311	PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		<u>47,915.62</u>								
149359	1/8/2024		9298 NAPA NEWPORT							
		81.50	OIL FILTERS		110246	2514-084519	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		123.18	TRUCK SHOCKS #205		110247	2514-084754	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>204.68</u>								
149360	1/8/2024		2149 OFFICE OF MNIT SERVICES							
		349.10	STATE PH CONNECTIONS		110248	W23110552	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		157.51	STATE PH AIRPORT		110248	W23110552	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		428.62	STATE INTERNET CONNECTION		110249	DV23110416	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		<u>935.23</u>								
149361	1/8/2024		14314 ONAN CAPITAL INC.							
		2,328.00	N95 MASKS		110251	120021	20212.6210	227681	OPERATING SUPPLIES	GRANTS/DONATIONS POLICE
		<u>2,328.00</u>								
149362	1/8/2024		2166 O'REILLY AUTO PARTS							
		419.99	DEGREASER (55GAL)		110250	1767-332519	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>419.99</u>								
149363	1/8/2024		2176 OXYGEN SERVICES COMPANY							
		200.73	C02 CYLINDERS		110252	0008687489	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		<u>200.73</u>								
149364	1/8/2024		7383 PETERSON COMPANIES, INC.							
		1,513.00	INSTL CONTRLR/CELL MOD-VETS		110253	55048	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		<u>1,513.00</u>								
149365	1/8/2024		2278 Q3 CONTRACTING, INC.							
		2,680.00	CONES/NO PARK&TREE RMVL		110254	TMN3317342	40402.6302		PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		<u>2,680.00</u>								
149366	1/8/2024		2286 QUILL LLC							
		87.98	2024 WATER BOOKS		110255	36154073	50605.6220		REPAIR & MAINTENANCE SUPPLIES	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
149374	1/8/2024		2633 SHERWIN-WILLIAMS CO., THE						Continued...	
		261.45	NM PAINT&SUPP-MOVE INS		110267	0113-8	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		1,314.15	NM PAINT/PREP-MOVE INS		110268	9294-9	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		<u>1,575.60</u>								
149375	1/8/2024		2464 SHORT ELLIOTT HENDRICKSON INC							
		1,689.00	TCH/TCT SITE VISIT		110269	457893	10101.2205	100115	DEPOSITS	GENERAL FUND
		112.50	ODOR RESPONSE REPORT		110269	457893	10420.6302		PROFESSIONAL SERVICES	CODE ENFORCEMENT
		<u>1,801.50</u>								
149376	1/8/2024		10929 SOS TECHNOLOGIES LLC							
		150.80	AED BATTERY & PADS		110270	95829	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		<u>150.80</u>								
149377	1/8/2024		13871 ST. CROIX COLLISION & RESTORATION LLC							
		7,246.72	SQD 66 VIN 4802 ACCIDENT RPR		110271	6003	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>7,246.72</u>								
149378	1/8/2024		4140 STANTEC CONSULTING SERVICES INC							
		877.50	MCES SITE - HUDPART 58 EA		110272	2168020	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		<u>877.50</u>								
149379	1/8/2024		2558 STATE INDUSTRIAL PRODUCTS							
		517.54	JC FRAGRANCE BURST		110273	903159049	50678.6211		CLEANING SUPPLIES	JOHN CARROLL APT BLDG
		<u>517.54</u>								
149380	1/8/2024		4658 TOTAL TOOL SUPPLY, INC.							
		938.48	DRILL HAMMER/BATTERY/PUMP		110279	01605390	50605.6240		MINOR EQUIPMENT AND FURNITURE	WATER UTILITY
		2,448.86	GENERATOR		110280	01605389	50605.6240		MINOR EQUIPMENT AND FURNITURE	WATER UTILITY
		<u>3,387.34</u>								
149381	1/8/2024		11670 TRENCHERS PLUS, INC							
		245.50	BOLT POCKET		110281	IT08623	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		26.90	DOUBLE SIDE		110282	IT08636	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>272.40</u>								
149382	1/8/2024		3646 U.S. BANK EQUIPMENT FINANCE							
		112.00	COPY MACH LEASE 12/14-1/13/24		110284	518257365	20230.6378		COPIER MAINTENANCE AGREEMENT	LIBRARY
		<u>112.00</u>								
149383	1/8/2024		2702 ULINE							

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
149383	1/8/2024		2702 ULINE						Continued...	
		2,796.24	COLLAP EVIDENCE STORG CONTAINR		110283	171903937	10210.6580		OTHER EQUIPMENT	POLICE PROTECTION
		<u>2,796.24</u>								
149384	1/8/2024		6470 W S & D PERMIT SERVICE							
		80.00	RFD BLDG PERMIT-2242 BURMA		110292	SS042053	10420.4266		ELECTRICAL	CODE ENFORCEMENT
		1.00	STATE SURCHARGE		110292	SS042053	10101.2083		SURCHARGES	GENERAL FUND
		5.00	ADMIN SVC FEE		110292	SS042053	10420.4493		OTHER CHARGE FOR SERVICE - COM	CODE ENFORCEMENT
		<u>76.00</u>								
149385	1/8/2024		2788 WATSON COMPANY							
		1,016.15	CONCESS PRODUCT RESALE		110285	138714	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		2,330.31	CONCESS PRODUCT RESALE		110286	138889	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		<u>3,346.46</u>								
149386	1/8/2024		6639 WHEELCO TRUCK & TRAILER PARTS							
		17.66	DUAL SWIVEL HOSE #307		110287	INV452248	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		210.96	SLACK ADJUST/AIR COMPRSSR#307		110288	INV452044	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		275.38	SHELL SHOCK/SLACK ADJTR #336		110289	INV451882	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		30.63	ALUM BRITE/SWIVL HOSE#336		110290	INV451730	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>534.63</u>								
149387	1/8/2024		14316 WINDOW NATION LLC							
		80.00	RFD BLDG PERMIT-128 16TH A S		110291	SS040889	10420.4266		ELECTRICAL	CODE ENFORCEMENT
		1.00	STATE SURCHARGE		110291	SS040889	10101.2083		SURCHARGES	GENERAL FUND
		5.00	ADMIN FEE		110291	SS040889	10420.4493		OTHER CHARGE FOR SERVICE - COM	CODE ENFORCEMENT
		<u>76.00</u>								
149388	1/8/2024		2849 XCEL ENERGY							
		188.76	ST LGT-535 5TH A S		110293	858736116	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		57.42	LGT AT LORRAINE		110294	858475813	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		215.35	ELEC CHGS-681 VERDEROSA		110297	858862053	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		84.66	LGT @1129 19TH A N		110298	858864240	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		188.31	UNIT LGT@437 CONCORD ST		110299	858903028	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		2.50	UNIT OUTLET @ 1115 SVB		110300	858909435	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		111.88	LGT 400 WENTWORTH BY RDBT		110301	858870809	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		330.05	LGTS KAPOSIA LAND/800 BRYANT		110302	858885195	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		13.89	SPEED UNIT @ 203 14TH A S		110303	858905028	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		38.31	ELEC CHR G POLICE STORAGE GAR		110304	858909368	10210.6385		UTILITY SERVICE	POLICE PROTECTION
		40.12	LGT@494&7TH-940 7TH A S		110305	858869870	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		401.58	PED WALKWAY LIGHTS		110306	858825058	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY

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

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
149388	1/8/2024		2849 XCEL ENERGY						Continued...	
		1,567.00	LIBRARY - DEC23		110307	858826164	20230.6385		UTILITY SERVICE	LIBRARY
		13.89	LGT@WAKOTA/545 HARDMAN		110308	858844423	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		3,215.33	PUBLIC WORKS		110309	858820792	10320.6385		UTILITY SERVICE	PUBLIC WORKS
		246.00	SEWER		110309	858820792	50606.6385		UTILITY SERVICE	SEWER UTILITY
		470.00	STORM SEWER UTILITY FUND		110309	858820792	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		291.77	ST LGT UTILITY FUND		110309	858820792	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		1,901.07	AIRPORT		110310	858840132	20245.6385		UTILITY SERVICE	AIRPORT
		108.59	LGT 555 HARDMAN/251 BRIDGEPT		110311	858870463	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		13.89	LGT BROMLEY ICE RINK		110312	858836892	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		58.86	LGT 494&7TH -1120 7TH A		110313	858875638	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		31.93	ST LIGHT-228 HARDMAN		110314	858779914	50606.6385		UTILITY SERVICE	SEWER UTILITY
		29.04	GAS CHGS-681 VERDEROSA		110315	858864005	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		35.98	ELEC CHGS-1417 4TH-S		110316	858932104	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		15.87	ELEC CHR-701 HARDMAN		110317	858869956	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		158.14	UNIT LIGHT 497 CONCORD ST		110318	858920043	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		122.80	LGT BRYANT BRIDGE/922 CONCORD		110319	858927530	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		204.78	UNIT OUTLET -159 3RD AVE S		110320	858927283	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		73.49	UNIT LGT @ 1301 CONCORD		110333	85890986	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		<u>10,231.26</u>								
149389	1/12/2024		13118 LAW ENFORCEMENT LABOR SERVICES							
		1,903.50			110489	0110247193717	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>1,903.50</u>								
149390	1/12/2024		1842 LOCAL 120							
		2,765.00			110492	011024719374	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>2,765.00</u>								
149391	1/16/2024		5746 ASPEN MILLS, INC							
		540.74	07-CLASS A UNIFORM		110338	325628	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		80.80	03-UNIFORM SHIRT		110339	325484	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		72.80	01-SHIRT ALTERATIONS		110340	325413	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		585.89	01-CLASS A UNIFORM		110341	325623	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		605.74	02-CLASS A UNIFORM		110342	325627	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		636.59	02-CLASS A UNIFORM		110343	325624	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		563.39	04-CLASS A UNIFORM		110344	325625	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		537.74	05-CLASS A UNIFORM		110345	325626	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		561.59	08-CLASS A UNIFORM		110346	325630	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		544.39	09-CLASS A UNIFORM		110347	325629	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		27.00	01-UNIFORM SET UP		110455	325712	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION

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
149396	1/16/2024		1090 BAYCOM, INC.						Continued...	
149397	1/16/2024		6773 BIBLIOTHECA, LLC							
		800.00	RMV 8400 KIOSK&PYMT TERMINAL		110358	INV-US71830	20230.6375		OTHER CONTRACTED SERVICES	LIBRARY
		400.00-	CREDIT-BILLED IN ERROR		110359	CM-US03780	20230.6375		OTHER CONTRACTED SERVICES	LIBRARY
		<u>400.00</u>								
149398	1/16/2024		14193 CADY BUILDING MAINTENANCE INC							
		5,110.00	CLN SVC- CH JAN24		110458	4988717	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		550.00	CLN SVC-CH JAN24		110458	4988717	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		<u>5,660.00</u>								
149399	1/16/2024		1184 CINTAS CORPORATION #754							
		64.35	SAFETY MATS		110459	4179196807	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		23.46	SAFETY MATS- LOBBY, FD		110459	4179196807	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		77.92	UNIFORMS/SHOP TOWELS		110460	4179004483	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		<u>165.73</u>								
149400	1/16/2024		10675 CITY OF BLOOMINGTON							
		240.00	WATER TESTING		110361	23078	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		<u>240.00</u>								
149401	1/16/2024		1193 CITY OF WEST ST. PAUL							
		5,307.27	2023 SANITARY SEWER CHARGE		110360	2023-00000213	50606.6407		OTHER CITY WATER/SEWER	SEWER UTILITY
		<u>5,307.27</u>								
149402	1/16/2024		14321 CLEAN AND CLEAR INC.							
		14,848.32	NM WINDOWS-INT/EXT/BRIDGE		110447	439988	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		17,481.52	JC WINDOW CLN-INT & EXT		110448	440135	50678.6560		BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		<u>32,329.84</u>								
149403	1/16/2024		1223 CRYSTEEL TRUCK EQUIPMENT							
		314.08	KIT-TIE-DOWN #329		110362	FP194146	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>314.08</u>								
149404	1/16/2024		11317 CUSTOM CAP & TIRE							
		334.18	TIRE #329		110363	270063563	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		295.00	RPR TIRE #306		110364	270063459	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>629.18</u>								
149405	1/16/2024		9173 CUSTOM HOSE TECH 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
149405	1/16/2024		9173 CUSTOM HOSE TECH INC						Continued...	
		1,054.13	HOSE FITTINGS& PARTS #304		110365	119729	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		62.74	HOSE FITTINGS		110366	119709	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>1,116.87</u>								
149406	1/16/2024		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		11,382.08	LIBRARY STAFF VACATION PAYOUT		110367	12/31/2023	20230.6108		ACCUMULATED VACATION/COMP LEAV	LIBRARY
		<u>11,382.08</u>								
149407	1/16/2024		14322 DVS RENEWAL							
		40.50	RENEWAL TABS FOR AIRPORT		110462	1/5/24	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		850.50	RENEWTABCITY-VEHICLES/TRLRS		110462	1/5/24	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>891.00</u>								
149408	1/16/2024		1326 EARL F. ANDERSEN, INC							
		219.60	KEEP RIGHT STREET LIGHT		110368	0135075-IN	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>219.60</u>								
149409	1/16/2024		4725 FIRST SUPPLY LLC - TWIN CITIES							
		2.07	PLUMBING FITTINGS		110369	3542902-00	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		309.54	WATER HTR/ICE MACH CLNR		110370	3542448-00	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		<u>311.61</u>								
149410	1/16/2024		1505 GRAINGER							
		46.80	ACTUATOR ASSEMBLY		110372	9945792639	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		<u>46.80</u>								
149411	1/16/2024		5857 GREATAMERICA FINANCIAL SERVICES							
		187.85	POSTAGE MACH RENT DEC23		110373	35596033	10150.6371		REPAIRS & MAINT CONTRACTUAL	FINANCE
		<u>187.85</u>								
149412	1/16/2024		11834 GUARDIAN SUPPLY LLC							
		14.99	05-DUTY BELT GEAR		110374	17038	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		99.98	C8-COLD WEATHER GEAR		110375	16992	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>114.97</u>								
149413	1/16/2024		6660 HAMERNICK DECORATING CENTER							
		2,982.30	NM ABATE-#806/605/604		110376	CG335007	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		<u>2,982.30</u>								
149414	1/16/2024		1556 HAWKINS, 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
149414	1/16/2024		1556 HAWKINS, INC.						Continued...	
		1,908.91	HYDROFLUOSILICIC ACID		110377	6653350	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>1,908.91</u>								
149415	1/16/2024		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		208.98	NM MAINT SUP/UNBRLA TABLE CVR		110378	9221766420	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		522.12	JC RANGE HD/THERMOSTAT		110379	9221849941	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>731.10</u>								
149416	1/16/2024		1560 HEALTHPARTNERS							
		1,139.34	DENTAL PREMIUMS - FEB24		110463	767353432760	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		10.69	RETRO ADJ-NOV23		110463	767353432760	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		<u>1,128.65</u>								
149417	1/16/2024		14111 HEAT CREW LLC							
		1,600.00	JC HEAT TREATMNT #906		110449	1154	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		1,600.00	JC HEAT TREATMNT #311		110450	1160	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		<u>3,200.00</u>								
149418	1/16/2024		3686 IMPACT PROVEN SOLUTIONS							
		2,333.00	MAIL PROCESS-12/1-12/28/23		110470	209234	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		<u>2,333.00</u>								
149419	1/16/2024		6626 INDELCO PLASTICS CORPORATION							
		37.50	CHLORIDE TANK PARTS		110380	INV436032	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>37.50</u>								
149420	1/16/2024		1665 INTOXIMETERS, INC							
		1,190.00	(2) PBT'S		110381	750072	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		<u>1,190.00</u>								
149421	1/16/2024		13836 JFM HANGAR CARE LLC							
		391.30	1631 ERCOUPE LN-DOOR RPRS		110371	12/7/23	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		<u>391.30</u>								
149422	1/16/2024		14086 JOHNSON, DONNETTA							
		100.00	NM AFTER HR LOCKOUT DEC23		110382	DECEMBER2023	50677.6375.1		OTHER CONTR SVCS-KEYPERSON	NAN MCKAY APT BLDG
		<u>100.00</u>								
149423	1/16/2024		13950 JONES, ROBERT							
		200.00	JC AFTER HRS CLNR DEC23		110383	DECEMBER2023	50678.6375.1		OTHER CONTR SVCS-KEYPERSON	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
149432	1/16/2024		1900 MCMULLEN INSPECTING, INC.						Continued...	
		2,643.96	ELEC INSPECTIONS DEC23		110390	1/4/24	10410.6302		PROFESSIONAL SERVICES	DEVELOPMENT SERVICES
		<u>2,643.96</u>								
149433	1/16/2024		1911 MENARDS, INC-WEST ST PAUL							
		109.46	COMP HOSE/COMP TIPS		110391	87211	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		69.99	TARP		110392	87521	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		191.52	POTHOLE PATCH		110393	87402	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		3.80	KEROSENE HEATER		110394	87424	10340.6240		MINOR EQUIPMENT AND FURNITURE	PARKS FACILITIES AND MTNCE
		20.25	LUMBER		110395	87476	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		55.92	MOVER'S DOLLY'S		110396	87586	10320.6240		MINOR EQUIPMENT AND FURNITURE	PUBLIC WORKS
		17.58	BRASS HEX BUSHINGS		110397	87593	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		14.95	SPRAY PAINT/BRSH CADDY/LUMBER		110398	87591	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		5.47	LUMBER		110399	87717	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		29.04	POLY ELBOW&SWIVIL ELBOW		110400	87785	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		17.66	RATCHET SET/BRSHS/KNIVES/SUP		110401	87746	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>535.64</u>								
149434	1/16/2024		10827 METRO ELEVATOR							
		255.65	JAN24 ELEVATOR SVC QTR		110467	89172	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		<u>255.65</u>								
149435	1/16/2024		12813 METROPOLITAN MECHANICAL CONTRACTORS, INC							
		2,884.15	JC RPL TOILET & FITTINGS		110402	910037174	50677.6371.080		MTNCE-PLUMBING	NAN MCKAY APT BLDG
		1,579.67	JC #606 RING/#708 GASKET		110403	910037619	50678.6371.080		MTNCE-PLUMBING	JOHN CARROLL APT BLDG
		<u>4,463.82</u>								
149436	1/16/2024		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		742.55	SURCHARGE DEC23		110404	DECEMBER0371552 023	10101.2083		SURCHARGES	GENERAL FUND
		<u>742.55</u>								
149437	1/16/2024		6332 MINNESOTA DEPARTMENT OF TRANSPORTATION							
		752.91	MATERIAL TEST/INSPECT		110405	P00018183	40432.6530	201611	IMPR OTHER THAN BUILDING	2016 LOCAL IMPROVEMENTS
		<u>752.91</u>								
149438	1/16/2024		9298 NAPA NEWPORT							
		15.04	PREMIUM CAPSULES		110407	2514-085794	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>15.04</u>								
149439	1/16/2024		6627 NEO ELECTRICAL SOLUTIONS, LLC							

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
149454	1/16/2024		2786 WATER CONSERVATION SERVICE INC.						Continued...	
		1,029.30	LEAK LOCATE-9TH(FIRE)&21&WENT		110422	13693	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		666.56	LEAK LOCATES@ 18TH A & 4TH S S		110427	13569	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		<u>1,695.86</u>								
149455	1/16/2024		2788 WATSON COMPANY							
		2,149.92	CONCESS PROD RESALE		110423	139050	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		64.04	RETURN-CONCESS PRODUCT		110424	138939	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		1,189.77	CONCESS PROD RESALE		110425	139167	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		<u>3,275.65</u>								
149456	1/16/2024		13833 WEST, GREGORY							
		200.00	JC AFTER HR LOCKOUT DEC23		110426	DECEMBER2023	50678.6375.1		OTHER CONTR SVCS-KEYPERSON	JOHN CARROLL APT BLDG
		<u>200.00</u>								
149457	1/16/2024		2844 WSB & ASSOC INC							
		80.00	2022 ASSESS POLICY UPDATE		110471	R-021159-000-6	10315.6302		PROFESSIONAL SERVICES	ENGINEERING
		601.00	2ND & 7TH AVE-NOV23		110472	R-022758-000-5	40402.6302	202208	PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		370.50	MS4 SERVICES		110473	R-022386-000-4	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		1,200.00	2024 DATAFI MAINTENANCE		110474	R-024304-000-1	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		1,200.00	2024 DATAFI MAINTENANCE		110474	R-024304-000-1	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		1,200.00	2024 DATAFI MAINTENANCE		110474	R-024304-000-1	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		28,770.12	CONCORD CORRIDOR IMP PROJ		110475	R-023128-000-6	40440.6302	202401	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		204.00	GENERAL ENGINEERING SVCS		110476	R-022347-000-7	40490.6302		PROFESSIONAL SERVICES	CONCORD TIF
		1,343.00	LEVANDER POND MAINTENANCE		110477	R-020871-000-11	50610.6302	202209	PROFESSIONAL SERVICES	STORM WATER UTILITY
		622.75	MS4 SERVICES		110478	R-010526-000-69	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		7,523.75	PAVEMENT MGMT ANAL 2023		110479	R-023205-000-5	40402.6302		PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		9,548.50	SEIDLS TR/SHORELINE/HABITAT		110480	R-022116-000-11	50610.6530	202115	IMPR OTHER THAN BUILDING	STORM WATER UTILITY
		<u>52,663.62</u>								
149458	1/16/2024		2849 XCEL ENERGY							
		35.82	LIGHT@ 140 8TH A N		110438	858737640	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		423.72	SPLASH POOL		110439	859030144	10527.6385		UTILITY SERVICE	SPLASH POOL
		112.59	NORTHVIEW		110439	859030144	10528.6385		UTILITY SERVICE	NORTHVIEW POOL
		1,746.36	PARKS		110439	859030144	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		393.77	ST LGT UTILITY FUND		110439	859030144	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		40,602.49	WATER - NOV & DEC		110440	859230029	50605.6385		UTILITY SERVICE	WATER UTILITY
		22,799.24	WOOG ARENA 11/27-12/27/23		110441	859425478	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		258.16	ARENA OFFICE 11/27-12/27/23		110442	858961388	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		13,812.14	STREET LIGHTS		110443	859434379	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		35.09	NM ELEC		110444	859781175	50677.6385.1		UTILITY SERVICE-ELECTRIC	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
149458	1/16/2024		2849 XCEL ENERGY						Continued...	
		5,473.43	NM ELEC		110444	859781175	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		2,520.98	NM NAT GAS		110444	859781175	50677.6385.2		UTILITY SERVICE-GAS	NAN MCKAY APT BLDG
		9,642.67	JC ELEC		110444	859781175	50678.6385.1		UTILITY SERVICE-ELECTRIC	JOHN CARROLL APT BLDG
		3,298.46	JC NAT GAS		110444	859781175	50678.6385.2		UTILITY SERVICE-GAS	JOHN CARROLL APT BLDG
		2,779.74	CITY HALL		110445	859795895	10330.6385		UTILITY SERVICE	BUILDINGS
		151.47	ST LGT UTILITY FUND		110445	859795895	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		60.15	POLICE		110446	859778824	10210.6385		UTILITY SERVICE	POLICE PROTECTION
		<u>104,146.28</u>								
800976	1/8/2024		7388 GARCIA, RYAN							
		103.49	CITY ADMN Q4 2023 MILEAGE		110202	12/29/2023	10120.6331		CONFERENCES, TRAINING, TRAVEL	CITY ADMINISTRATION
		<u>103.49</u>								
800977	1/8/2024		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS							
		2,632.50	NETWORK SUPPORT		110218	54417	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		<u>2,632.50</u>								
800978	1/8/2024		2289 R&R SPECIALTIES OF WISCONSIN, INC.							
		5,185.68	DRIVESHAFT/GEARBOX ZAM2		110257	0080791-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		490.30	PUMP MOTOR RENTAL ZAM1		110258	0080622-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		65.00	ZAM BLADES SHARPEN		110259	0080729-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		<u>5,740.98</u>								
800979	1/8/2024		2585 STREICHER'S - MINNEAPOLIS							
		209.99	35-BOOTS		110274	11672078	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		151.98	MHU-JACKET		110275	S1552079	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		291.99	MHU JACKET		110276	S1552074	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		521.90	49-START UP EQUIPMENT		110277	11671578	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>1,175.86</u>								
800980	1/12/2024		1818 LELS LOCAL 95							
		94.50			110491	011024719373	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>94.50</u>								
800981	1/12/2024		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		921.48			110493	011024719375	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>921.48</u>								
800982	1/12/2024		2243 POLICE FLOWER FUND							
		42.00			110486	0110247193714	10101.2170		ACCRUED PAY DED PAYABLE	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
800982	1/12/2024		2243 POLICE FLOWER FUND						Continued...	
		42.00								
800983	1/16/2024		1240 DAKOTA COMMUNICATIONS CENTER							
		50,679.00	FEB24 DISPATCH DUES		110461	SO2024-02	10210.6305		DISPATCH SERVICES	POLICE PROTECTION
		50,679.00								
800984	1/16/2024		1825 LEVANDER, GILLEN & MILLER PA							
		1,500.00	DEC 2023 LEGAL		110386	12-31-23-41000E	10130.6306		PROFESSIONAL SVCS - RETAINER	CITY ATTORNEY
		13,103.50	DEC 2023 LEGAL		110386	12-31-23-41000E	10130.6302		PROFESSIONAL SERVICES	CITY ATTORNEY
		168.00	DEC 2023 LEGAL BRYANTS RIDGE		110386	12-31-23-41000E	10101.2205	100235	DEPOSITS	GENERAL FUND
		565.50	DEC 2023 LEGAL VAQUERO		110386	12-31-23-41000E	10101.2205	100214	DEPOSITS	GENERAL FUND
		14.00	DEC 2023 LEGAL		110386	12-31-23-41000E	20243.6302		PROFESSIONAL SERVICES	DOUG WOOG ARENA
		294.00	DEC 2023 LEGAL		110386	12-31-23-41000E	20245.6302		PROFESSIONAL SERVICES	AIRPORT
		551.00	DEC 2023 LEGAL		110386	12-31-23-41000E	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		227.50	DEC 2023 LEGAL CONCORD ST		110386	12-31-23-41000E	40432.6302	201611	PROFESSIONAL SERVICES	2016 LOCAL IMPROVEMENTS
		16,423.50								
800985	1/16/2024		2289 R&R SPECIALTIES OF WISCONSIN, INC.							
		250.00	LOW-E CEILING RINK 1		110410	0080825-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		65.00	ZAM BLADE SHARPEN		110411	0080865-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		315.00								
2024001	1/2/2024		6037 HEALTHPARTNERS-DENTAL							
		2,564.56	DENTAL CLAIMS PAID		110330	12/21/2023-12/27/23	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		2,564.56								
2024002	1/2/2024		10755 OPTUM							
		216.06	HRA REIMBURSEMENT 2024		110331	489018206	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		216.06								
2024003	1/3/2024		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		2,081.46			110175	1229231359424	10101.2175		OTHER RETIREMENT	GENERAL FUND
		2,081.46								
2024004	1/3/2024		2200 PERA							
		566.51			110176	1229231359425	10101.2174		PERA	GENERAL FUND
		566.51								
2024005	1/3/2024		1338 EFTPS							

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
2024011	1/12/2024		10755 OPTUM						Continued...	
2024012	1/12/2024		1338 EFTPS							
		38,371.16			110481	011024719371	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		43,498.32			110490	011024719372	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		<u>81,869.48</u>								
2024013	1/12/2024		2013 MINNESOTA REVENUE (C)							
		18,154.06			110482	0110247193710	10101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>18,154.06</u>								
2024014	1/9/2024		6037 HEALTHPARTNERS-DENTAL							
		899.78	DENTAL CLAIMS PAID		110498	12/28/2023-01/03/2023	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>899.78</u>								
2024015	1/12/2024		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		11,635.66			110484	0110247193712	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>11,635.66</u>								
		<u><u>1,508,268.82</u></u>	Grand Total							

Payment Instrument Totals

Checks	1,118,887.90
EFT Payments	311,252.61
A/P ACH Payment	<u>78,128.31</u>
Total Payments	1,508,268.82



CITY COUNCIL AGENDA REPORT
DATE: JANUARY 16, 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>
14573	Church of Holy Trinity	00014250	Charitable Gambling Exempt Permit	P	01/10/2024	03/31/2024	749 6th Ave S	Easter Raffle	01/16/2024
15547	Peter Andrew Cassada	00014230	Rental Housing	P	01/04/2024	05/31/2024	221-223 17th Ave N		01/16/2024
15559	Nana Agyapong	00014242	Rental Housing	P	01/05/2024	05/31/2024	1550 Lincoln Park Dr		01/16/2024
15278	Diego C. Romero	00013842	Rental Housing	P	06/23/2023	05/31/2024	516 Stewart Ave		01/16/2024
15543	Yohannes & Dawit Tekle	00014198	Rental Housing	P	01/03/2024	05/31/2024	225-227 Warburton St W		01/16/2024
15546	Everlight Solar	00014229	Solicitor (Company)	P	01/04/2024	05/31/2024			01/16/2024
15548	Everlight Solar	00014231	Solicitor (Individual)	P	01/04/2024	05/31/2024			01/16/2024
15549	Everlight Solar	00014232	Solicitor (Individual)	P	01/04/2024	05/31/2024			01/16/2024
15550	Everlight Solar	00014233	Solicitor (Individual)	P	01/04/2024	05/31/2024			01/16/2024
15551	Everlight Solar	00014234	Solicitor (Individual)	P	01/04/2024	05/31/2024			01/16/2024
15552	Everlight Solar	00014235	Solicitor (Individual)	P	01/04/2024	05/31/2024			01/16/2024
15553	Everlight Solar	00014236	Solicitor (Individual)	P	01/04/2024	05/31/2024			01/16/2024
15554	Everlight Solar	00014237	Solicitor (Individual)	P	01/05/2024	05/01/2024			01/16/2024
15555	Everlight Solar	00014238	Solicitor (Individual)	P	01/04/2024	05/31/2024			01/16/2024
15556	Everlight Solar	00014239	Solicitor (Individual)	P	01/04/2024	05/31/2024			01/16/2024
15557	Everlight Solar	00014240	Solicitor (Individual)	P	01/05/2024	05/31/2024			01/16/2024
15558	Everlight Solar	00014241	Solicitor (Individual)	P	01/04/2024	05/31/2024			01/16/2024
15561	Everlight Solar	00014252	Solicitor (Individual)	P	01/10/2024	05/31/2024			01/16/2024
14559	Church of St. John Vianney	00014244	Temp Intoxicating Liquor License	P	01/08/2024	02/17/2024	840 19th Ave N	Fish Fry	01/16/2024
14559	Church of St. John Vianney	00014245	Temp Intoxicating Liquor License	P	01/08/2024	02/24/2024	840 19th Ave N	Fish Fry	01/16/2024
14559	Church of St. John Vianney	00014246	Temp Intoxicating Liquor License	P	01/08/2024	03/02/2024	840 19th Ave N	Fish Fry	01/16/2024
14559	Church of St. John Vianney	00014247	Temp Intoxicating Liquor License	P	01/08/2024	03/09/2024	840 19th Ave N	Fish Fry	01/16/2024
14559	Church of St. John Vianney	00014248	Temp Intoxicating Liquor License	P	01/08/2024	03/16/2024	840 19th Ave N	Fish Fry	01/16/2024
14559	Church of St. John Vianney	00014249	Temp Intoxicating Liquor License	P	01/08/2024	03/23/2024	840 19th Ave N	Fish Fry	01/16/2024

City of South St Paul City Council Report

<u>ID</u>	<u>Company</u>	<u>License #</u>	<u>License Type</u>	<u>Status</u>	<u>Issued</u>	<u>Expires</u>	<u>Address</u>	<u>Complex</u>	<u>Council</u>
10108	Highland Sanitation & Recycling, Inc.	00014243	Trash Hauler	P	01/05/2024	05/31/2025		Residential AND Commercial Routes	01/16/2024



CITY COUNCIL AGENDA REPORT
DATE: January 16, 2024
DEPARTMENT: ENGINEERING
Prepared by: Nick Guilliams, City Engineer
ADMINISTRATOR: RG

8-D

**AGENDA ITEM: Approve Plans and Specifications and Authorize Advertisement for Bids
2024-01 Concord Exchange Improvement Project**

ACTION TO BE CONSIDERED:

A motion to adopt RESOLUTION 2024-7 APPROVING THE PLANS AND SPECIFICATIONS FOR 2024-01 CONCORD EXCHANGE IMPROVEMENT PROJECT AND ORDERING ADVERTISEMENT FOR BIDS.

OVERVIEW:

On June 5, 2023, the City Council approved an agreement with WSB for the design of the Concord Exchange Improvement Project (2024-01). The project includes the reconstruction of Concord Exchange from Grand Avenue to the southern Concord Street N access (6th Street East), streetscape improvements along Concord Exchange from Grand Avenue to the Concord Street N access, and improvements to the medians on Grand Avenue. Plans and specifications have been substantially completed.

RECOMMENDATION:

Staff recommends adopting a resolution to approve the plans and specifications for the project and authorize advertisement for bids.

TIMELINE:

The project will be advertised for a bid opening in February. An action to award a construction contract will be brought forward to the March 4th City Council meeting.

SOURCE OF FUNDS:

Tax Increment Financing, Municipal State Aid, Infrastructure Fund, Water Utility, Storm Sewer Utility, Sanitary Sewer Utility, and Special Assessments.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-7

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR CONCORD
EXCHANGE IMPROVEMENT PROJECT (2024-01) AND AUTHORIZING
STAFF TO ADVERTISE FOR BIDS**

WHEREAS, WSB has prepared plans and specifications for the following improvements: Concord Exchange Improvement Project for road reconstruction and streetscape improvements and has presented such plans and specifications to the City Council for approval.

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

1. Such plans and specifications are hereby approved.
2. The City Engineering Department shall obtain bids which will be considered by the Council at a regular City Council meeting.

Adopted this 16th day of January, 2024.

City Clerk



City Council Agenda

Date: January 16, 2024
Department: Engineering
Prepared by: Nick Guilliams, City Engineer
Administrator: RG

AGENDA ITEM: Well No. 3 Water Treatment Plant - Change Order No. 1

ACTION TO BE CONSIDERED:

Motion to approve Change Order No. 1 in the amount \$435,114.06.

OVERVIEW:

On October 2, 2023 the City Council awarded the bid for the Well No. 3 Water Treatment Plant to Municipal Builders, Inc. in the amount of \$8,094,000. Change Order No. 1 is for additional costs for a temporary soil retention system, modified watermain alignment, additional cast-in-place concrete retaining wall system and bypass water main. This is due to differing site grade between the project bid scope and that which was realized in the field.

The net change to the contract amount from Change Order 1 is an additional \$435,114.06. The table below summarizes the contract changes:

Original Contract Amount	\$8,094,000.00
Change Order No. 1	\$435,114.06
Proposed Contract Amount	\$8,529,114.06

RECOMMENDATION:

Staff recommends the City Council consider approving Change Order No. 1 in the amount of \$435,114.06 for a new contract amount of \$8,529,114.06.

SOURCE OF FUNDS:

Funding is available from the Minnesota Public Facilities Authority’s Drinking Water Revolving Fund.



CONTRACT CHANGE ORDER NO. 1
WELL NO. 3 WATER TREATMENT PLANT
CITY OF SOUTH ST. PAUL
SOUTH ST. PAUL, MINNESOTA
CITY PROJECT CIP WS-21-1
SEH FILE NO. 167313.07.71.50

Date: December 12, 2023

ITEM DESCRIPTION	TOTAL
1 Earth Work, Concrete & Masonry Adjustments This item provides for all labor and materials necessary to excavate the additional depth of grade and extra area of retaining wall due to differing site grade between the project bid scope and that which was realized in the field. This work also includes that additional time and materials for the additional gheight of cast-in-place building wall and retaining wall additions.	\$ <u>311,435.96</u>
2 Earth Retaining Wall This item provides for all labor and materials necessary to increase the amount of temporary soil retention structure due to differing site grade between the project bid scope and that which was realized in the field.	\$ <u>106,178.10</u>
3 Bypass Water Main This item provides for all labor and materials necessary to install a bypass water main to keep the 17th Avenue gound storage tank in service while the permanent water main is installed.	\$ <u>17,500.00</u>
Total This Change Order No. 1	\$ <u>435,114.06</u>

CONTRACT SUMMARY

Original Contract Amount:	\$ <u>8,094,000.00</u>
Total This Change Order No. 1 & Final:	\$ <u>435,114.06</u>
Total All Previous Change Orders:	\$ <u>0.00</u>
Revised Contract Amount:	\$ <u>8,529,114.06</u>

Recommended for Approval by:
SHORT, ELLIOTT, HENDRICKSON, INC.

Date:

Jan 10, 2024

Approved by Contractor:
MUNICIPAL BUILDERS, INC.

Date:

JAN 9, 2024

Approved by Owner:
CITY OF SOUTH ST PAUL

Date:

Approved by Owner:
CITY OF SOUTH ST PAUL

Date:



CITY COUNCIL AGENDA REPORT
DATE: January 16, 2024
DEPARTMENT: ENGINEERING
Prepared by: Nick Guilliams, City Engineer
ADMINISTRATOR: RG

8-F

AGENDA ITEM: Castle Rock Contracting & Tree Service LLC - Final Payment for Tree Removal Project

ACTION TO BE CONSIDERED:

Motion to approve Final Payment to Castle Rock Contracting & Tree Service LLC for the Tree Removal Project.

OVERVIEW:

Attached is the Final Payment for the Tree Removal Project, which included the removal of over 800 diseased, dead, and dying ash trees throughout the city. The Contractor for this project was Castle Rock Contracting & Tree Service LLC and the total amount earned on this final payment is \$12,225.00. The final payment brings the project total to \$244,500.00.

RECOMMENDATIONS:

Staff recommends the City Council consider approving final payment to Castle Rock Contracting & Tree Service LLC in the amount of \$12,225.00.

SOURCE OF FUNDS:

The project is funded by the Capital Projects Fund.

CONTRACTOR'S PAY REQUEST	DISTRIBUTION:
TREE REMOVAL PROJECT	CONTRACTOR (1)
CITY OF SOUTH ST PAUL	OWNER (1)
C.P. 2023-004	ENGINEER (1)
CONTRACTOR: CASTLE ROCK CONTRACTING	BONDING CO. (0)
1/9/2023	MNDOT (0)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$199,500.00
TOTAL, COMPLETED WORK TO DATE	\$244,500.00
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$244,500.00
RETAINED PERCENTAGE (0%)	\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$244,500.00
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$232,275.00
PAY CONTRACTOR AS ESTIMATE NO. 3-FINAL	\$12,225.00

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount contract amount for the period covered by this Estimate.

for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Castle Rock Contracting & Tree Service, LLC
4455 West 280th St, PO Box 514
Castle Rock, MN 55010

By Mary Collins President
Name Title

Date 1-10-2024

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

OWNER: CITY OF SOUTH ST PAUL, 125 3RD AVE N., SOUTH ST PAUL, MN 55075

By Kelsey Gehar
KELSEY GEHAR, ASSISTANT CITY ENGINEER

Date 1/9/2024

APPROVED FOR PAYMENT:

CITY ENGINEER: NICK GUILLIAMS, P.E.

By Nick Gilliams City Engineer 1/9/2024
Name Title Date

And _____
Name Title Date

Partial Pay Estimate No.:

3-FINAL

TREE REMOVAL PROJECT

CITY OF SOUTH ST PAUL

C.P. 2023-004

CONTRACTOR: CASTLE ROCK CONTRACTING

1/9/2023

ITEM NO.	MNDOT NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE				
				ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT			
1	2101.502	CLEARING (2"-8" DBH)	\$100.00	37	EA	\$3,700.00	6	EA	\$600.00	26	EA	\$2,600.00
2	2101.502	CLEARING (9"-16" DBH)	\$200.00	445	EA	\$89,000.00	204	EA	\$40,800.00	409	EA	\$81,800.00
3	2101.502	CLEARING (17"-24" DBH)	\$300.00	306	EA	\$91,800.00	117	EA	\$35,100.00	322	EA	\$96,600.00
4	2101.502	CLEARING (25"+ DBH)	\$500.00	24	EA	\$12,000.00	28	EA	\$14,000.00	121	EA	\$60,500.00
5	2563.601	TRAFFIC CONTROL	\$3,000.00	1	LS	\$3,000.00	0.5	LS	\$1,500.00	1.0	LS	\$3,000.00
TOTAL AMOUNT:						\$199,500.00			\$92,000.00			\$244,500.00

OKed!
1-10-2024
MC



CITY COUNCIL AGENDA REPORT
DATE: January 16, 2024
DEPARTMENT: ENGINEERING
Prepared by: Nick Guilliams, City Engineer
ADMINISTRATOR: RG

8-G

**AGENDA ITEM: Approve Plans and Specifications and Authorize Advertisement for Bids
2023-12 7TH Avenue South Reconstruction & I-494
Watermain Improvements**

ACTION TO BE CONSIDERED:

A motion to adopt RESOLUTION 2024-8 APPROVING THE PLANS AND SPECIFICATIONS FOR 2023-12 7TH AVENUE SOUTH RECONSTRUCTION & I-494 WATERMAIN IMPROVEMENTS AND ORDERING ADVERTISEMENT FOR BIDS.

OVERVIEW:

On May 16, 2022, the City Council approved an agreement with Bolton & Menk, Inc. for the design of the 7th Avenue Reconstruction and I-494 Watermain Improvements. On September 18th, 2023, the City Council authorized the preparation of final plans and specifications.

The project includes the reconstruction of the roadway and utility improvements on 7th Avenue South between I-494 and South Street West. The project also includes modifications and improvements to the watermain network along and across I-494. Plans and specifications have been substantially completed.

RECOMMENDATION:

Staff recommends adopting a resolution to approve the plans and specifications for the project and authorize advertisement for bids.

TIMELINE:

The project will be advertised for a bid opening in February. An action to award a construction contract will be brought forward to the March 4th City Council meeting.

SOURCE OF FUNDS:

Municipal State Aid, Infrastructure Fund, Water Utility, Storm Sewer Utility, and Special Assessments.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-8

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR 7TH AVENUE
SOUTH RECONSTRUCTION AND I-494 WATERMAIN IMPROVEMENTS
PROJECT (2023-12) AND AUTHORIZING STAFF TO ADVERTISE FOR BIDS**

WHEREAS, the City Engineering Department and Bolton & Menk, Inc. have prepared plans and specifications for the following improvements: 7th Avenue South and I-494 Watermain Improvements for road reconstruction and watermain improvements and has presented such plans and specifications to the City Council for approval.

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

1. Such plans and specifications are hereby approved.
2. The City Engineering Department shall obtain bids which will be considered by the Council at a regular City Council meeting.

Adopted this 16th day of January, 2024.

City Clerk



CITY COUNCIL AGENDA REPORT
DATE: January 16, 2024
DEPARTMENT: POLICE
Prepared by: Brian Wicke
ADMINISTRATOR: RG

8-H

AGENDA ITEM: Approve Joint Powers Agreement for Internet Crimes against Children Task Force (ICAC)

ACTION TO BE CONSIDERED:

Adopt Resolution 2024 – 013 Approving Internet Crimes against Children (ICAC) Task Force Joint Powers Agreement

OVERVIEW:

The Internet Crimes against Children (ICAC) Task Force is comprised of law enforcement agencies throughout Minnesota that work collaboratively to investigate and prosecute those who exploit children on the internet.

The ICAC Task force assists local law enforcement agencies develop an effective response to cyber enticement and child pornography cases. This help encompasses forensic and investigative components, training and technical assistance, victim services and community education. The ICAC Task Force also works to educate parents and children surrounding potential online risks.

The Police Department has been a member of the ICAC Task Force for a number of years, most recently reaffirming our commitment in 2019 through adoption of resolution 2019-039, authorizing a Joint Powers Agreement and that agreement is set to expire in 2024. Participation in the ICAC Task Force allows our staff to receive specialized training, equipment, and support necessary to investigate these cases impacting our community in an efficient and effective manner.

This agreement has been reviewed by the City Attorney

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-013

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF SOUTH ST. PAUL ON BEHALF OF ITS
POLICE DEPARTMENT REGARDING THE MINNESOTA INTERNET CRIMES
AGAINST CHILDREN TASK FORCE (ICAC)**

WHEREAS, the City of South St. Paul on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or through the use of computers.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of South St. Paul on behalf of its Police Department, are hereby approved. A Copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That Commander Daniel Salmey, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That James P. Francis, the Mayor for the City of South St. Paul, and Deanna Werner, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted this 16th day of January 2024.

James P. Francis - Mayor

Deanna Werner - City Clerk



AGENDA ITEM: Purchase of Two (2) Commander 3400 Camera Trailer Systems

ACTION TO BE CONSIDERED:

Motion authorizing the purchase of two (2) Commander 3400 Camera Trailer Systems from Mobile Pro Systems at a combined price of \$149,942.00.

OVERVIEW:

In recent years, the use of mobile surveillance camera trailers has emerged as a powerful tool in the field of crime prevention. These highly versatile devices provide public safety agencies, communities, and businesses with a proactive approach to enhancing public safety and deterring criminal behavior. The primary benefits of these systems are that they are a visible deterrent, much like a marked patrol car, can be rapidly deployed, can be remotely monitored, and are cost effective as compared to permanent surveillance infrastructure.

Through the 2023 State of Minnesota Legislative Session, one-time “Public Safety Aid” was appropriated with the goal of enhancing public safety in our community. During the October 9th, 2023, City Council Worksession, staff presented and discussed proposed usage of these funds, to include the procurement and intended use of this technology in our community.

There are many manufacturers of surveillance camera towers, although few offer custom built trailers designed for harsh winters with self-contained power independent of solar. Staff has secured quotes for semi-comparable units through Larson Electronics (\$77,050.81 per unit) and Mobile Pro Systems (\$74,971.00 per unit).

The Police Department and IT staff have reviewed available technologies, consulted with vendors as well as partner public safety agencies and are recommending local company, Mobile Pro Systems, to design and build these camera trailers. Mobile Pro Systems has camera trailers throughout Minnesota and the entire United States, and purposely builds these trailers to function year around in our climate. The cameras, software, and hardware used by Mobile Pro Systems mirrors what is currently in use within the City of South St. Paul and will provide for seamless integration into our video data server. In addition, by purchasing these camera trailers from Mobile Pro Systems, it will allow staff to share and borrow additional trailers from public safety agencies around Dakota County as need arises to rapidly enhance public safety in our community at no cost.

Police staff recommend the purchase of two (2) Commander 3400 MPS Trailer Systems from Mobile Pro Systems at a combined cost of \$149,942.00.

SOURCE OF FUNDS:

2023 Public Safety Aid



QUOTE

27418

DATE: 1/3/2024
 QUOTE #: 27418
 QUOTE EXP: 2/4/2024
 PROJECT NAME: South St. Paul Police Department /Mobile Surveillance

TO: South St. Paul Police Department
 Mike Running
 125 3rd Ave North
 South St. Paul, MN 55075
 651-413-8302
 mrunning@southstpaul.org

SALES PERSON	PROJECT SCOPE	PAYMENT TERMS
Jeron Stiffler	Two Commander 3400	NET 30
QTY	DESCRIPTION	UNIT PRICE
2	MPS 3400 TRAILER SYSTEM	\$74,971.00
		EXTENDED PRICE
		\$149,942.00

QTY	MODEL NUMBER	DESCRIPTION
1	MPS-3400-BASE-36	COMMANDER 3400 BASE SYSTEM w/ 36 ft. Stabilized MAST
1	GEN-4000-GAS	MPS 3400 GAS GENERATOR SYSTEM 4000W
1	BATT-KIT-13-100	1200 AH AGM BATT PACK
1	FC-P3255LVE-A	FIXED CAMERA, 1080p IR WDR - AXIS P3255-LVE W/MOUNT
1	FC-P3727PLE-A	FIXED CAMERA, MULTI-SENSOR, 8MP 360° IR - AXIS P3727-PLE W/MOUNT
2	PTZ-Q6135LE-A	PTZ CAMERA 2MP 1080p 32X IR - AXIS Q6135-LE W/MOUNT
2	POE-70W-24V	24VDC DUAL CHANNEL HI POE 70W
3	POE-35W-24V	24VDC HI POE 35W
2	POE-RACK-PLATE	RACK PLATE WITH MOUNTING HARWARE
2	TR-2-CAM-ARM-20	CAM-H-BKT - CHANGES 1 POS TO 2 POS ARM 20"
1	COMP-I5-LAPTOP	LAPTOP SERVER - I5 - 8GB - OS W/CONFIG (NO HD)
1	COMP-2TB SSD DRIVE	2 TB SSD DRIVE WITH CONFIGURATION
1	COM-TR-CP-R1900-5G	CRADLEPOINT CELLULAR ROUTER R1900 5G KIT (FIRSTNET CAPABLE)
1	3400-TR-AUDIO-AX-131	IP BASED 2 WAY AUDIO HORN KIT 3400 - AXIS C1310-E
1	SW-16-P-1GIG	16 PORT NETWORK SWITCH
1	TM-STROBE-POD-KIT	TOP MAST LED STROBE LIGHT POD KIT
1	3400-MM-PIR 402-L-KIT	MID-MAST 3 Motion LX-402 & 3 LED Flood Lights
1	TM-LIGHT-BAR-KIT-42-R	TOP MAST 2-42" LED FLOOD LIGHT KIT
1	HD-WHEEL-JACK	HEAVY DUTY FRONT WHEEL JACK
1	3400-STORAGE	ROLLOUT STORAGE CONTAINER
1	CAM-RACK-5	INTERNAL CAMERA STORAGE RACK
1	INSULATION-KIT	3400 INSULATION KIT
1	HEAT RECOVERY-KIT	3400 HEAT RECOVERY KIT
1	SHORE PWR LOCK BOX	EXTENTION CORD LOCK BOX ON SHORE POWER
1	MILESTONE	CUSTOMER SUPPLIED MILESTONE SOFTWARE & CAMERA LICENSES

PROPOSAL CREATED BY:

Jeron Stiffler
 Senior Solutions Consultant
 Mobile Pro Systems
 250 Lothenbach Ave.
 West St. Paul MN 55118
 Cell: 651-558-7513
 Direct: 952-324-5860
 eMail: Jeron.Stiffler@MobileProSystems.com

Total Less Options:	\$149,942.00
Estimated Sales Tax:	TBD
Estimated Shipping:	TBD
Estimate TOTAL:	\$149,942.00
Shipping TERMS:	TBD

Freight Charges To Be Determined (TBD) and are based upon quantity ordered and final shipping destination.....

I accept this estimate _____ DATE

System Includes a (1) One Year Limited Warranty
 This QUOTE is valid for 30 days.



Quote #: 223802

Date: 01/11/2024

RFQ: Quote Request – I would like more information on WCDE-6K-40FT-4X2MP-PTZ-4X150LTL-LED-2TB-AP-W4G

Contact: - -
bwicke@sspmn.org
6514138301

Shipping: - -
tbd
South Saint Paul MN 55075
United States

Billing: - -
tbd
South Saint Paul MN 55075
United States

Please Reference your quote number (223802) when placing your order to ensure correct pricing.

PLEASE SEND PURCHASE ORDERS TO SALES@LARSONELECTRONICS.COM

SCROLL DOWN TO SECOND PAGE TO SEE THE PRICING

Estimated Lead Time: **estimated lead time is 3-5 weeks ARO**

Transit Time:

Shipping: CUSTOMER PAYS SHIPPING - FOB KEMP TX 75143

Notes: We are calculating shipping costs for this quote and will update quote with estimated shipping costs shortly. Thank You!

Other Notes:

This quote is valid for: 30 days (02/10/2024) (The shipping \$ is valid for: 7 days (01/11/2024))
[Return/Cancellation Policy](#)



Please Reference your quote number (223802) when placing your order to ensure correct pricing.

"Due to supply chain issues, some items quoted may vary slightly from the specified and weights and dimensions shown on the spec sheet. If you have a need for the particular dimensions shown, be sure to make us aware of the need so we can designate a special part number for that requirement."

Part#	Options	Type	Description	Ship Weight (lbs)	Ship Dim (Inches)	QTY	Price (US Dollars)	Total (US Dollars)
WCDE-6K-40FT-4X2MP-PTZ-4X150LTL-LED-2TB-AP-W4G			40' Telescoping Mobile Security Tower - 6 kW Diesel Gen - (4) LED Lamps, (4) Cameras, 2TB NVR, Router/WAP - Receptacles	0.00	36x26x84	1	\$77,050.81	\$77,050.81
							SubTotal	\$77,050.81
							Shipping* (Customer Pays Shipping)	Customer Pays Shipping
							Tax	\$0.00
							Total (US Dollars)	\$77,050.81

*Customer can arrange their own freight with their own carrier.

Documents([CLICK ON THE LINKS BELOW TO VIEW MORE INFORMATION](#)):

Specification/Cut Sheets

- [Spec Sheet for WCDE-6K-40FT-4X2MP-PTZ-4X150LTL-LED-2TB-AP-W4G](#)

Catalogs

- [Catalog Page for WCDE-6K-40FT-4X2MP-PTZ-4X150LTL-LED-2TB-AP-W4G](#)
- [Business Certificate](#)



SKU	Harmonized System (HS) Code	Export Control Classification Number (ECCN)	ITAR Required
WCDE-6K-40FT-4X2MP-PTZ-4X150LTL-LED-2TB-AP-W4G	9405.41.84.10	EAR99	N/A



Images(CLICK ON THE LINKS BELOW TO VIEW MORE INFORMATION):

- [HigResPic1 for WCDE-6K-40FT-4X2MP-PTZ-4X150LTL-LED-2TB-AP-W4G](#)
- [Large for WCDE-6K-40FT-4X2MP-PTZ-4X150LTL-LED-2TB-AP-W4G](#)



Payment:

US and Canadian bank based credit card and government / corporate procurement cards accepted.

Government Purchase Order/Contract/Awards accepted.

Credit terms available to prequalified US based customers.

Overseas shipments to non-US based companies required pre-payment via bank transfer in advance. No L/C

We are CCR registered. Our CAGE is 41TL0. We do invoice through WAWF when required.

Our remit address:

Larson Electronics LLC
9419 E US HWY 175
Kemp, TX 75143
www.LarsonElectronics.com

Shipping address:

Larson Electronics LLC
9419 E US HWY 175
Kemp, TX 75143

Cage Code: 41TL0

Reps and Certs on ORCA

D&B: 078373685

TIN: 16-1541123

Phone: 800-369-6671

Fax: 903-498-3364

Email: rb@LarsonElectronics.com

Thank you,
Rob Bresnahan



Agenda Item: Purchase of a single axle plow truck from Nuss Truck and Equipment with plowing equipment and accessories from Towmaster Inc

Action to be considered:

Motion to approve the purchase of a single axle cab and chassis truck from Nuss Truck & Equipment with plowing equipment and accessories from Towmaster, Inc. in the amount of \$287,850.

Overview:

The Central Garage fund has \$287,850 for the replacement of our current 2014 single axle dump truck. The existing single-axle dump truck with plow equipment and accessories (Unit 332) is used by the Street Department throughout the year in conjunction with street sweeping, asphalt patching and miscellaneous hauling activities. It is relied upon for snow removal from heavier traffic routes in the City. Its wear is consistent with a 10-year-old vehicle used for commercial use.

The retiring single-axle truck will be sold at a public auction sometime after the City takes delivery of the new truck.

Staff recommends consideration of the purchase of a 2024 Single Axle Dump/Plow Truck from the State of Minnesota Contract in the amount of \$287,850 which includes tax for the cab and chassis.

Source of Funds:

2024 Central Garage Fund



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.
 CO 299060

**** SALES ORDER ****

Ship To:	Cust: 3279	Phone:	Bill To:	Phone:
SOUTH ST. PAUL, CITY OF 125 - 3RD AVE NORTH			SOUTH ST. PAUL, CITY OF 125 - 3RD AVE NORTH	
SOUTH ST. PAUL MN 55075 USA			SOUTH ST. PAUL MN 55075	

ATTN: HOWIE STEENBERG

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
Signed Quote Trk#332	JOSH PAULSON	NET 30 DAYS	8/24/23	12/21/23	0/00/00

Serial No. [REDACTED]

Order Comments: STATE OF MN CONTRACT #222949

Build Instructions VALID THRU 09/31/23

Other Instructions F.O.B. LITCHFIELD, MN -OR- CUSTOMERS W/FUEL CHARGES ONLY

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9900118	- Body 10'6" EDGE-RS/SCIS-46-36-36 - - 46" 7 ga Stainless Front, 36" 7 ga Stainless radius sides (No Pockets), 36" 7 ga St	\$23,429.00	\$23,429.00
1	9901701	- Installation of Dump Body to hoist	\$2,262.00	\$2,262.00
1	9900145	- Body acc'y TMTE Air trip kit, w/solenoid valve,	\$399.00	\$399.00
1	9901702	- Installation of air operated tailgate latch kit, with solenoid valve **NOTE: INSTALLED IN CAB	\$425.00	\$425.00
1	9900147	- Body acc Box Vibrator - Cougar model DC3200	\$796.00	\$796.00
1	9901703	- Installation of Box Vibrator, with solenoid located in CAB. **NOTE: INSTALLED IN CAB	\$496.00	\$496.00
1	9900156	- Cabshield, 1/2 type Stationary Free-Standing style,w/plain STAINLESS STEEL canopy, Hot-Dipped Galvanized tubing construction support stand, Slotted Center Viewing Window, (2) shovel holders, & reservior mounts, Installed.	\$4,551.00	\$4,551.00
1	9900207	- Ladder Flip-A-Way Access ladder (STAINLESS STEEL) Including Grab Handle above, and Interior Step, ea, Installed LF AREA OF THE BODY	\$827.00	\$827.00
1	9900211	- Body acc'y Dual "split" sander manifolds in rear corner posts	\$534.00	\$534.00

--- Continued ---

Accepted by _____

Date _____

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.
 CO 299060

**** SALES ORDER ****

Ship To:	Cust: 3279	Phone:	Bill To:	Phone:
SOUTH ST. PAUL, CITY OF 125 - 3RD AVE NORTH			SOUTH ST. PAUL, CITY OF 125 - 3RD AVE NORTH	
SOUTH ST. PAUL MN 55075 USA			SOUTH ST. PAUL MN 55075	

ATTN: HOWIE STEENBERG

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
Signed Quote Trk#332	JOSH PAULSON	NET 30 DAYS	8/24/23	12/21/23	0/00/00
Serial No.					

1 9900214 - Body acc'y Tailgate LEVER TOP PIN release (Single Axle bodies only)	\$852.00	\$852.00
1 9904963 - Light Warning TMTE1SSM-3 PKG: 1/2 A 1/2 B, (2) SS 23H 3-light LED Micro-Edge, 2) 5M-400 Super-LED, (2) Side TIR3 LED, (2) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed. NOTE: ALL BLUE LIGHTS POSITIONED ON THE RH SIDE OF THE TRUCK FRONT AND REAR. TO BE POSITIONED STATIONARY AND TO THE INSIDE OF THE CABSHIELD (2020 PICS FOR REFERENCE)	\$5,111.00	\$5,111.00
1 9905778 - Light, Mirror Mounted ABL 3800 LED HEAD LAMP PLOW LIGHTS W/ICE MELTING TECHNOLOGY Installed	\$1,506.00	\$1,506.00
1 9900266 - Fender set Minimizer MIN2260, for Single Axle, black Poly, Installed	\$1,195.00	\$1,195.00
1 1965280 - Minimizer FKMACK2B Floor Mat Set for TDM and SGL	\$249.00	\$249.00
1 9900970 - Tire Chains ON-SPOT for 1 Axle Installed **NOTE: TO BE MOUNTED FORWARD OF AXLE PER CUSTOMER REQUEST **NOTE:SOLENOID TO BEINSTALLED IN CAB	\$4,112.00	\$4,112.00
1 9905502 - PreCise ARC Sensor Mount #1126929, only GEN 5 6100	\$60.00	\$60.00
1 9905835 - PreCise ARC Sensor #1117640, only, for Wireless GEN 5 CONTROLLER Applications (LESS MTG BRKT), installed INSTALLED	\$734.00	\$734.00
1 9900299 - Pre-Wet Towmaster/Varitech LDS-TMR-110-EGF Body Side Mt Sys for Elliptical body. (2) 55 gal tanks, mtg hdwe, plumbing,	\$3,427.00	\$3,427.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.
 CO 299060

**** SALES ORDER ****

Ship To:	Cust: 3279	Phone:	Bill To:	Phone:
SOUTH ST. PAUL, CITY OF			SOUTH ST. PAUL, CITY OF	
125 - 3RD AVE NORTH			125 - 3RD AVE NORTH	
SOUTH ST. PAUL	MN 55075	USA	SOUTH ST. PAUL	MN 55075

ATTN: HOWIE STEENBERG

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
Signed Quote Trk#332	JOSH PAULSON	NET 30 DAYS	8/24/23	12/21/23	0/00/00

Serial No.	
------------	--

1 9902483 - Installation of TMR pre-wet system (New Towmaster Body)	\$1,275.00	\$1,275.00
1 9901834 - Hoist OSP/Towmaster 720DH, Double Acting, W/Solid block rear hinge point, & OSHA approved saftey props	\$5,526.00	\$5,526.00
1 9901712 - Installation of SCISSORS TYPE double acting hoist	\$2,373.00	\$2,373.00
1 9902918 - Scraper FALLS IB-10A 1" MB, w/single lift cylinder, LESS CUTTING EDGES	\$8,016.00	\$8,016.00
1 9901705 - Installation of underbody fixed angle scraper w/single lift cylinder	\$3,546.00	\$3,546.00
1 9904232 - Scraper FORCE Electric pressure transmitter to read on LCD screen, installed	\$429.00	\$429.00
1 9900351 - Scraper FORCE reverse/Auto-Lift system, ADD-A-FOLD valve, installed	\$523.00	\$523.00
1 9900545 - Plow Hitch Falls Installation of (supplied) Multi-Coupler **NOTE: FALLS MOUNTS COUPLER PARKING STATION (STORAGE BLOCK/DUST CAP) TO PLOW STORE COUPLER IN WHEN NOT COUPLED TO TRUCK. ** SEE HYD SECTION FOR COUPLER SYSTEM		
1 9900555 - Plow Hitch Falls 44XB2/STD/STD/SA/SPR-RET/HITCH	\$4,145.00	\$4,145.00
1 9900591 - Installation Falls Plow Hitch - 40 Series 3Line/DRPLSBLKHD	\$2,744.00	\$2,744.00
1 9900625 - Plow Push Unit Falls 24/44 Series Std	\$1,213.00	\$1,213.00
1 9900637 - Plow Falls High Visibility Marker Set	\$142.00	\$142.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.
 CO 299060

**** SALES ORDER ****

Ship To:	Cust: 3279	Phone:	Bill To:	Phone:
SOUTH ST. PAUL, CITY OF 125 - 3RD AVE NORTH			SOUTH ST. PAUL, CITY OF 125 - 3RD AVE NORTH	
SOUTH ST. PAUL MN 55075 USA			SOUTH ST. PAUL MN 55075	

ATTN: HOWIE STEENBERG

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
Signed Quote Trk#332	JOSH PAULSON	NET 30 DAYS	8/24/23	12/21/23	0/00/00

Serial No.	
------------	--

1 9900639 - Plow Falls Rubber Belt Deflector Kit - Installed	\$471.00	\$471.00
1 9900641 - Plow Falls Parking Stand - Screw Adj Style	\$358.00	\$358.00
4 9904810 - Falls install customer unit number to plow equipment (per item) PLOW, SANDER, SANDER SUPPORT BARS (2) THE NUMBER WILL BE #332	\$65.00	\$260.00
1 9903057 - Plow Falls PR1243/SPR-TRP/NOSHU/PRI-E1/10GA LESS CUTTING EDGES	\$9,078.00	\$9,078.00
1 9900681 - Plow Falls Gloss Black Paint, Rev Plow, w/installation	\$570.00	\$570.00
1 9902494 - Hitch 7 contact RV (flat pin) socket installed **NOTE: USE SEALED RV SOCKET ASSEMBLY LIKE USING ON 1 TON APPLICATIONS. INSTALL SQUARE (NOT ROUND) JUNCTION BOX ON RIGHT HAND REAR OF CHASSIS FRAME. TO BE MOUNTED IN BY LIGHTS OF 3 PLATE DRIVERS SIDE FOR PATCH MACHINE	\$230.00	\$230.00
1 9901720 - Sander Install & dual manifold RH & LH rear with dripless **NOTE: CUSTOMER SUPPLIED SANDER FOR TM TO FIT UP AND PLUMB TO BODY CUSTOMER WILL DELIVER SANDER ONCE NEEDED	\$1,714.00	\$1,714.00
1 9900823 - Sander TMTE Exterior (removable) sander/tailgate spill plates, Stainless Steel	\$840.00	\$840.00
1 9900848 - Valve System, Force Add-A-Fold MCV-ISO Valve 6 Functions, INSTALLED HOIST, PLOW LIFT, PLOW STEER, SCRAPER, AUGER, SPINNER	\$13,523.00	\$13,523.00
1 9902496 - Control System Force ULTRA-3-6100 Commander control, Installed	\$14,152.00	\$14,152.00

*** Continued ***

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.
 CO 299060

**** SALES ORDER ****

Ship To:	Cust: 3279	Phone:	Bill To:	Phone:
SOUTH ST. PAUL, CITY OF 125 - 3RD AVE NORTH			SOUTH ST. PAUL, CITY OF 125 - 3RD AVE NORTH	
SOUTH ST. PAUL MN 55075 USA			SOUTH ST. PAUL MN 55075	

ATTN: HOWIE STEENBERG

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
Signed Quote Trk#332	JOSH PAULSON	NET 30 DAYS	8/24/23	12/21/23	0/00/00

Serial No.	
------------	--

1 9900875 - Filter Force High pressure filter & indicator installed	\$1,137.00	\$1,137.00
1 9900882 - Reservoir TMTE Cabshield mt (stainless steel) w/intank filter provision, installed **NOTE: BALL VALVE TO BE INSTALLED AT TANK FOR SHUT OFF 3/4 IN LINE CASE DRAIN	\$4,641.00	\$4,641.00
1 9900889 - Pump Force FASD45L LS (6 ci) W / Elect shut down installed	\$6,782.00	\$6,782.00
1 9900871 - Switch TMTE BODY UP Installed (electric controls only)	\$258.00	\$258.00
1 9900884 - Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed	\$317.00	\$317.00
1 9900904 - Valve 2-port 1/2" Multi-Hose coupler system installed **NOTE: FOR USE ON PLOW ANGLE LINES. **FALLS MOUNT COUPLER PARKING STATION (STORAGE BLOCK/DUST CAP) TO PLOW TO STORE COUPLER IN WHEN NOT COUPLED TO TRUCK.**	\$1,265.00	\$1,265.00
1 9905014 - Hydraulic Valve Hose Guard installed	\$389.00	\$389.00
1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 3 yr Palfinger Hoists; 4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd, FALLS Snow Equip, Tele Hoists, and all other items.		

Accepted by _____

Date _____

Price: \$136,882.00

Total Discounts:

Net Cost: \$136,882.00

Freight

Total: \$136,882.00



TRUCK & EQUIPMENT

www.nussgrp.com

6500 US HWY 63 S, PO BOX 6699
ROCHESTER, MN 55903
507-288-9488 507-424-4156 (FAX)

2625 QUAIL RD NE
SAUK RAPIDS, MN 56379
320-253-6941 320-253-0176 (FAX)

9403 WESTGATE BLVD.
DULUTH, MN 55810
218-628-0333 218-628-1822 (FAX)

2195 W CTY RD C2, PO BOX 130820
ROSEVILLE, MN 55113
651-633-4810 651-635-0928 (FAX)

53976 208TH LN, PO BOX 969
MANKATO, MN 56002
507-345-6225 507-387-5886 (FAX)

12540 DUPONT AVE S
BURNSVILLE, MN 55337
952-894-9595 952-894-1619 (FAX)

VEHICLE PURCHASE AGREEMENT

DATE: 12/13/2023

NEW USED TRAILER ORDER OUT IN STOCK

SALESPERSON: DAN CHIPMAN

City of South St Paul

PURCHASER		CONTACT/TITLE	
400 E Richmon St		Hsteenberg@sspmn.org	
ADDRESS		E-MAIL ADDRESS	
South St Paul	MN	55075	
CITY STATE	COUNTY	ZIP CODE	
651-554-3253			
PHONE NUMBER	D.O.T.#	PRORATE#	FLEET#

The Undersigned Purchaser hereby agrees to purchase from NUSS TRUCK GROUP INC. or SUBSIDIARY, hereinafter referred to as the Dealer, _____ new or used vehicle(s) together with the equipment below set forth (which vehicle(s) and equipment are called "said vehicle(s)") to be delivered on or about _____ according to the following specifications, terms, and conditions:

STOCK NO. TBD	YEAR 2025	MAKE MACK	MODEL GRANITE 42FR	MILEAGE	VIN TBD
------------------	--------------	--------------	-----------------------	---------	------------

WARRANTIES and/or REPRESENTATIONS <input type="checkbox"/> Manufacturer's Warranty Applies <input type="checkbox"/> AS-IS: NO DEALER WARRANTY. DEALER DISCLAIMS ANY & ALL EXPRESS OR IMPLIED WARRANTIES. <input type="checkbox"/> Other: _____ PURCHASER INITIAL HERE: _____	BASE PRICE OF VEHICLE SOLD	\$141,256.26																																					
	<table border="1"> <tr><td>1. Total of Options/Accessories (carried over from Addendum)</td><td>\$0.00</td></tr> <tr><td>2. Dealer Retail Price</td><td>\$141,256.26</td></tr> <tr><td>3. Discount</td><td>\$0.00</td></tr> <tr><td>4. Total Cash Price (2 less 3)</td><td>\$141,256.26</td></tr> <tr><td>5. Trade-in Allowance</td><td>\$0.00</td></tr> <tr><td>6. Trade Difference (4 less 5)</td><td>\$141,256.26</td></tr> <tr><td>7. MN Sales Tax on Trade Difference <u>0.00%</u></td><td>\$0.00</td></tr> <tr><td>8. Federal Excise Tax</td><td>\$0.00</td></tr> <tr><td>9. License / Registration Fees / Pro Rate</td><td>\$0.00</td></tr> <tr><td>10. City/County Excise Tax</td><td>\$0.00</td></tr> <tr><td>11. Document Fee</td><td>\$0.00</td></tr> <tr><td>12. Transit Tax</td><td>\$0.00</td></tr> <tr><td>13. Warranty</td><td>\$0.00</td></tr> <tr><td>14. Balance Due to <u>0</u> on trade-in</td><td>\$0.00</td></tr> <tr><td>15. Sub Total (Sum 6 through 14)</td><td>\$141,256.26</td></tr> <tr><td>16. Less Cash Down Payment on Order</td><td>\$0.00</td></tr> <tr><td>17. Sub Total (14 less 16)</td><td>\$141,256.26</td></tr> <tr><td>18. Less Additional Cash Due <u>0</u></td><td>\$0.00</td></tr> <tr><td>DUE ON DELIVERY</td><td>\$141,256.26</td></tr> </table>		1. Total of Options/Accessories (carried over from Addendum)	\$0.00	2. Dealer Retail Price	\$141,256.26	3. Discount	\$0.00	4. Total Cash Price (2 less 3)	\$141,256.26	5. Trade-in Allowance	\$0.00	6. Trade Difference (4 less 5)	\$141,256.26	7. MN Sales Tax on Trade Difference <u>0.00%</u>	\$0.00	8. Federal Excise Tax	\$0.00	9. License / Registration Fees / Pro Rate	\$0.00	10. City/County Excise Tax	\$0.00	11. Document Fee	\$0.00	12. Transit Tax	\$0.00	13. Warranty	\$0.00	14. Balance Due to <u>0</u> on trade-in	\$0.00	15. Sub Total (Sum 6 through 14)	\$141,256.26	16. Less Cash Down Payment on Order	\$0.00	17. Sub Total (14 less 16)	\$141,256.26	18. Less Additional Cash Due <u>0</u>	\$0.00	DUE ON DELIVERY
1. Total of Options/Accessories (carried over from Addendum)	\$0.00																																						
2. Dealer Retail Price	\$141,256.26																																						
3. Discount	\$0.00																																						
4. Total Cash Price (2 less 3)	\$141,256.26																																						
5. Trade-in Allowance	\$0.00																																						
6. Trade Difference (4 less 5)	\$141,256.26																																						
7. MN Sales Tax on Trade Difference <u>0.00%</u>	\$0.00																																						
8. Federal Excise Tax	\$0.00																																						
9. License / Registration Fees / Pro Rate	\$0.00																																						
10. City/County Excise Tax	\$0.00																																						
11. Document Fee	\$0.00																																						
12. Transit Tax	\$0.00																																						
13. Warranty	\$0.00																																						
14. Balance Due to <u>0</u> on trade-in	\$0.00																																						
15. Sub Total (Sum 6 through 14)	\$141,256.26																																						
16. Less Cash Down Payment on Order	\$0.00																																						
17. Sub Total (14 less 16)	\$141,256.26																																						
18. Less Additional Cash Due <u>0</u>	\$0.00																																						
DUE ON DELIVERY	\$141,256.26																																						
GVWR/GCWR: The Gross Vehicle Weight (GVWR), or Gross Combination Weight Rating (GCWR), of the vehicle subject to this order is _____ lbs. Seller disclaims any and all liability for damages resulting from operation of the vehicle in excess of the above stated GVWR or GCWR. PURCHASER INITIAL HERE: _____	DELIVER TO: _____																																						
TYPE OF TRANSACTION <input type="checkbox"/> Cash (including customer based financing). <input type="checkbox"/> Financed: Lien Holder: _____ Address: _____																																							
DRIVER/INSURANCE INFORMATION (for 2000 form) Insurance Agent: _____ Insurance Company: _____ Policy #: _____ Exp Date: _____ Driver's License #: _____ State: ___ D.O.B: _____																																							

ADDITIONAL ITEMS OR CONDITIONS OF SALE:

EQUIPMENT TO BE TRADED					
STOCK NO. NONE	YEAR	MAKE	MODEL	MILEAGE	VIN
STOCK NO.	YEAR	MAKE	MODEL	MILEAGE	VIN

IT IS FURTHER UNDERSTOOD AND AGREED

This Purchase Contract is subject to the following terms and conditions which have been mutually agreed upon:

1. That the Purchaser, before or at the time of taking delivery of the motor vehicle covered by the Purchase contract, will execute such other forms of agreements or documents as may reasonably be required by the dealer.
2. If the Manufacturer makes any changes in the model or design of any accessories and/or parts of any new motor vehicles at any time, it does not create any obligation on the part of the Dealer to make corresponding changes in the vehicle covered by this order either before or subsequent to the delivery of such vehicle to the Purchaser.
3. The Dealer shall have the right to re-appraise the motor vehicle to be traded-in or modify accordingly the delivery price of the motor vehicle purchased herein, if the said trade-in vehicle is subsequently damaged or parts and/or accessories have been removed or replaced, or if it exceeds any mileage/kilometer limitation stated on the face of this contract.

PURCHASER INITIAL HERE: _____

TERMS AND CONDITIONS

This purchase agreement is tendered by the Purchaser for acceptance by the Dealer, and it will not be binding upon the Dealer unless accepted and signed by the Dealer.

If the terms of payment herein provided are other than cash, the Purchaser agrees to execute and deliver to the Dealer, prior to the delivery of said vehicle(s), a security agreement, in the form customarily required by it, covering said vehicle(s) in order to secure the payment of the indebtedness due hereunder. The Purchaser further agrees that this purchase agreement shall be subject to all the terms and conditions of said security agreement, which shall supersede this purchase agreement to the extent inconsistent herewith; provided that Purchaser's warranty as to any used motor vehicle or equipment traded in by the Purchaser and taken by the Dealer as part payment hereunder (hereinafter such used motor vehicle or equipment is called the "used equipment") shall survive the execution of the security agreement.

The Purchaser warrants that the used equipment, if any, is free and clear of all liens and/or encumbrances of any nature whatsoever, and that the Purchaser has good and marketable title to the used equipment at the time of delivery thereof to the Dealer, unless noted otherwise under other conditions of sale. The used equipment is to be delivered to the Dealer in the same condition and appearance in which it was when first inspected by the Dealer or its agent. The Dealer, upon delivery of the used equipment, shall have the right once again to inspect the used equipment, and the Dealer shall be the sole judge as to its condition, with the right to accept or reject the used equipment at its option. If the used equipment is not in a condition and appearance as good as it was when first inspected by the Dealer, the Dealer shall have the right to revalue the amount of allowance offered for such equipment and the total cash purchase price shall be increased accordingly. The Purchaser agrees that the amount of the allowance made upon the used equipment, if any, is to be applied by the Dealer as part payment on the purchase price of said vehicle(s).

The Dealer shall not be held responsible for any loss, damage, detention, delay or failure to deliver resulting from any cause which is unavoidable or beyond its reasonable control, including, but not limited to, fire, flood, natural disaster, strike or labor disturbance, accident, vandalism, riot or insurrection, war, any order, decree, law or regulation of any court, government or governmental agency, shortage of materials, demand in excess of available supply, failure or interruption of normal transportation or power facilities; AND IN NO EVENT SHALL THE DEALER BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME. The receipt of said vehicle(s) by the Purchaser upon delivery shall constitute a waiver of all claims for loss or damage due to delay.

In the event that the within purchase agreement is accepted by the Dealer and the Purchaser fails to accept delivery and perform this contract pursuant to its terms, the Dealer shall have the right to retain the amount paid to the Dealer in cash and/or the used equipment on account of the purchase price of said vehicle(s) as liquidated damages in addition to such other rights as the Dealer may have under law. In the event that the within purchase agreement is canceled by mutual written agreement of the Dealer and the Purchaser or if the Dealer is unable to make delivery of said vehicle(s), the Dealer will return and the Purchaser will accept the cash and the used equipment (or if the used equipment shall have been sold, the net amount received by the Dealer from the sale thereof) in full discharge of any obligations of the Dealer to the Purchaser hereunder.

A security interest in said vehicle(s) shall remain in the Dealer until the payment in full of the purchase price or, if the terms of payment herein provided are other than cash, until the execution and delivery of a security agreement, as hereinabove provided, at which time the terms of said security agreement shall control.

In the event of Purchaser's failure to make payment of the purchase price when due, the Dealer may take immediate possession of said vehicle(s), without demand or further notice. For this purpose and in furtherance thereof, the Purchaser shall, if the Dealer so requests, make said vehicle(s) available to the Dealer at a reasonably convenient place designated by it, and the Dealer shall have the right, and the Purchaser does hereby authorize and empower the Dealer, its agents, servants or employees, to enter upon the premises wherever said vehicle(s) may be and remove the same; and the Purchaser hereby expressly waives any action or right of action of any kind whatsoever against the Dealer, its agents, servants or employees because of the removal, repossession or retention of said vehicle(s) or otherwise.

The Purchaser agrees that if the cost of labor, materials, body, accessories or other equipment or component parts increases beyond the basis upon which the price set forth herein was established, then the Dealer, at any time before delivery, may give the Purchaser written notice of an increase in price, and such increased price shall be the contract price, unless Purchaser within ten days thereafter shall give Dealer written notice of cancellation. Any such increase in the contract price, pursuant to this provision, however, shall not prevent additional increases, if necessary, under the circumstances set forth herein at any time prior to delivery.

If the cost to the Dealer of insurance to be furnished by the Dealer hereunder is increased at any time prior to the delivery of said vehicle(s) the Purchaser agrees to pay for the insurance herein provided for at such increased rate.

ALL TAXES NOW OR HEREAFTER IMPOSED UPON THE SALE OF SAID VEHICLE(S) SHALL BE PAID BY THE PURCHASER.

The Purchaser agrees that all previous communications between the Purchaser and the Dealer, either verbal or written, with reference to the subject matter of this purchase agreement, are hereby abrogated. The Purchaser further agrees that no modification of this Agreement shall be binding upon the Dealer unless such modifications shall be in writing and agreed to and accepted in writing by authorized personnel of the Dealer.

This instrument contains the entire agreement between the parties, and there are no understandings or representations not contained herein.

THE DEALER AND THE MANUFACTURER MAKE NO WARRANTIES AS TO SAID VEHICLE(S), EXPRESS, IMPLIED, OR IMPLIED BY LAW, EXCEPT THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, A COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER AND WHICH IS INCORPORATED HEREIN BY REFERENCE. THE DEALER AND THE MANUFACTURER SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES.

THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

UNLESS OTHERWISE STATED, ALL INCENTIVES TO THE DEALER.

THE TERMS AND CONDITIONS HEREOF ARE A PART OF THIS AGREEMENT. THE PURCHASER ACKNOWLEDGES HAVING READ THIS AGREEMENT INCLUDING SUCH TERMS AND CONDITIONS AND FURTHER, PURCHASER ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT.

Buyer Signature _____
DATE _____

Buyer Name/Title _____

Dealer Accepted X _____
DATE _____

THIS ORDER IS NOT VALID UNLESS ACCEPTED AND SIGNED BY A SALES MANAGER OR OFFICER OF THE COMPANY.



AGENDA ITEM: Approve Agreement with SEH for Design and Construction Administration Services for the Airport Beacon Replacement Project

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2024-14 Approving Agreement with SEH for Design and Construction Administration Services for the Airport Beacon Replacement Project.

Overview:

The Airport Beacon at Fleming Field serves as a navigational aide that helps aircraft in the air locate the airport. The current beacon sits on top of a pole that is more than 50 feet high and requires personnel that are specially trained with the proper equipment to service and repair the beacon when needed. This project will replace the existing beacon and pole with a “tip down” style pole and LED beacon. This new equipment will not only be more energy efficient, but it will also be safer and easier to service and maintain.

The work scope for this project construction administration, observation, and closeout report.

Total cost for Design and Construction Administration Services on this project will be \$40,300.00. Funding rates for this project will be 90% FAA, 5%, MNDOT, 5% City of South St. Paul. A breakdown of costs is shown below.

FAA	\$36,270.00
MNDOT	\$2,015.00
City of South St. Paul	\$2,015.00
Total	\$40,300.00

Airport Staff Recommends Approval of this Agreement.

Source of Funds:

Airport Capital Fund

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-14
RESOLUTION RELATING TO AIRPORT:
APPROVE AGREEMENT WITH SEH FOR THE AIRPORT BEACON REPLACEMENT
PROJECT

WHEREAS, The City Council has reviewed and considered an Agreement with SEH 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 16th day of January 2024.

City Clerk

Request for Services (RFS)
South St. Paul Airport – Fleming Field
No. 2024 - 1
Between

The City of South St. Paul (Owner) and
Short Elliott Hendrickson Inc. (SEH) (Consultant)

Dated: January 16, 2024

South St. Paul Airport – Fleming Field
2024 Beacon Replacement – Design & Construction Administration

This RFS includes Engineer’s Design Report, Final Design, Plans and Specifications, Contract Award, Construction Administration, As-builts, and Closeout for the 2024 Beacon Replacement Project at the South St. Paul Municipal Airport.

The contract provisions included in the Master Agreement (dated June 20, 2023) between the City of South St. Paul and SEH remain in effect for this work order.

Estimated start date is January 17, 2024; estimated end date is June 1, 2025.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$40,300.

A description of the services to be provided is included in Attachment A.

A detailed estimate of fees and expenses are included in Attachment B.

Point of Contact: Lindsay Reidt

APPROVED:
City of South St. Paul

Short Elliott Hendrickson Inc.

Title: _____



Title: Regional Practice Center Leader

Date: _____

Date: January 16, 2024

Title: _____

Date: _____

ATTACHMENT A
PROPOSAL FOR ENGINEERING SERVICES
CITY OF SOUTH ST. PAUL, MINNESOTA
2024 BEACON REPLACEMENT
SOUTH ST. PAUL MUNICIPAL AIRPORT

PROJECT SCOPE:

This project consists of the replacement of the existing beacon at the South St. Paul Municipal Airport. The airport requires a rotating beacon for pilot airfield identification at night or in inclement weather. The existing rotating airport beacon at SGS has been in-place since 1990 or prior, exceeding the minimum useful life of 15 years (per Table 3-7 of the AIP Handbook). Continual maintenance is required, which poses safety and reliability issues. Furthermore, the replacement of the old pole with a new tip-down pole will improve safety for the maintenance crews as they will no longer be required to use a man-basket to maintain the light. Additionally, the switch to an LED light will reduce operating maintenance costs and reduce the replacement frequency of the beacon fixture. The existing beacon pole, the existing beacon light, and the existing footing will be removed. A new footing will be constructed in a new location, near the existing location, and the pole will be replaced with a new tip-down pole. The beacon light will also be replaced. New wiring will be installed in conduit from the electrical vault to the beacon location.

SCOPE OF SERVICES:

Services to be provided include program coordination, project formulation, engineer's design report, final design, bidding/quoting services, subcontractor coordination, and project management. Deliverables will include final plans and specifications for a 2024 construction project. Construction observation and administration services as well as closeout report services will also be provided.

Specific tasks to be performed by SEH are as follows:

1. Scoping, Review and Project Coordination: Detailed project scoping, including review and coordination with MnDOT, FAA, and other regulatory agencies. Update scope, as needed, based on input received.
2. Project Formulation: Completion of the project and grant pre-application, cost breakdowns and eligibility determinations. The required categorical exclusion (CATEX) checklist and letter will also be submitted to the FAA for approval.
3. Engineer's Design Report (EDR): An engineer's design report will be completed per FAA requirements. An initial draft version of the EDR will be completed and sent to the FAA for review and comments. Comments provided by the FAA will be addressed and resubmitted as the final design report.
4. Topographical Survey: A comprehensive field survey will be completed to obtain topographical information including existing equipment and relevant ground elevations.
5. Construction Safety Plan/Airspace Analysis: A construction safety and phasing plan will be prepared for the Project and submitted to the FAA. A safety plan and compliance document form and an airspace analysis during construction will be submitted with the safety plan.
6. Detailed Design: Detailed design includes the beacon footing and necessary electrical layout as well as site design.
7. Construction Plans: Prepare construction drawings consisting of approximately the following plan sheets:
 - Title sheet
 - Construction Safety Plan

- Statement of Estimated Quantities
 - Demolition Plan
 - Erosion Control Plan and Details
 - Topography and Construction Plan Drawings for New Equipment
 - Electrical Plan
 - Details, Standard Plates, Construction Notes
8. Quantity Calculations and Cost Estimates: Quantities will be calculated for use on the bid form and for updating the construction cost estimates.
 9. Construction Bidding/Quoting Documents: Prepare a bid/quote proposal project manual consisting of advertisement for bids, table of contents, MnDOT / FAA requirements, proposal documents, specifications, special provisions, wage rates and schedule of prices.
 10. Quality Control Review: Provide quality control review and final review of the plans and specifications. QA/QC includes the time required by the Consultant for the overall administration of the project, including internal meetings; quality control and assurance; reviews; and coordination with the Owner, FAA, MnDOT, and other regulatory agencies and utilities.
 11. Bidding/Quoting and Award: Respond to questions from prospective contractors and issue addenda as needed. Assist the sponsor with obtaining construction quotes for the project and tabulating quote results. Provide a recommendation of award of contractor to the Sponsor and assist with requesting an FAA and State grant for the project.
 12. Pre-Construction Activities. Hold a pre-construction conference prior to beginning construction to outline and discuss project requirements, administration procedures, and other construction related information. The Consultant will administer the pre-construction conference, issue notifications, and record meeting minutes.
 13. Submittal and Shop Drawing Review. Review product and material data, shop drawings, samples, and other items required to be submitted by the Contractor.
 14. Construction Observation. Provide construction observation for the duration of construction. A Resident Project Representative (RPR) will be on-site (during critical work elements such as concrete foundation work and other important milestones) to assist in ensuring that construction is performed in accordance with contract documents. The RPR will document and record construction progress through a daily journal and weekly progress reports.
 15. Pay Estimates. Prepare one partial pay estimate during construction and a final pay estimate upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.
 16. Final Inspection/Punch List. Conduct a final inspection with the Contractor after completion of the work and prior to project acceptance. A punch list will be developed by the Consultant, and provided to the Contractor, if any deficiencies are found.
 17. Record Drawings. Record drawings will incorporate any modifications or additions that occurred during construction. The ALP will be updated with as-built conditions. A final plan set will be plotted and distributed to the City for their records.
 18. Subcontractor and Subconsultant Coordination: Scheduling, coordination, project site escorting, and review of subcontractor deliverables, including subcontracts, reports and design data.
 19. Project Management: Overall administration of the project, including internal and external meetings, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, FAA, and other regulatory agencies as required.

20. FAA Project Quarterly Reports. Prepare FAA Quarterly Reports and submit to FAA on a quarterly basis until grant closeout.
21. FAA Closeout Report. Prepare a "Project Closeout Report" as required by the FAA by using the "Sponsors Guide to Quality Project Closeout Report Requirements" (FAA Publication).

Sub-consultants performing work under this proposal include the following:

1. Barr Engineering Electrical and circuitry design will be performed by Barr Engineering, of Minneapolis, Minnesota.
2. Braun Intertec. Standard penetration soil borings, and a geotechnical analysis will be performed by Braun Intertec, of St. Cloud, Minnesota.

PROJECTED SUBMITTAL DATES:

The anticipated submittal dates are:

January 2024	Survey
February 2024	Distribution of Quote Packages
February 2024	Quote Openings
March 2024	Contract Award Recommendations
March 2024	Submit Final Grant Request Application

ESTIMATED FEES AND EXPENSES
ATTACHMENT B
2024 BEACON REPLACEMENT
FINAL DESIGN, PLANS, SPECIFICATIONS, AND CONSTRUCTION ADMINISTRATION
SOUTH ST PAUL MUNICIPAL AIRPORT

Task No.	Task Description	Project Manager	Project Engineer	Senior Technician	Survey Crew Chief	Administrative Assistant
1.	Scoping, Review, and Project Coordination	2	2			
2.	Project Formulation		2			
3.	Engineer's Design Report (EDR)	2	4			
4.	Topographical Survey		4		8	
5.	Construction Safety Plan/Airspace Analysis	2	4	2		
6.	Detailed Design	2	10	2		
7.	Construction Plans		10	4		
8.	Quantity Calculations and Cost Estimates	1	2			
9.	Construction Bidding/Quoting Documents	1	8			4
10.	Quality Control Review	2				
11.	Bidding/Quoting and Award	2	8			
12.	Pre-Construction Activities	2	4			
13.	Submittal and Shop Drawing Review		2			
14.	Construction Observation		40			
15.	Pay Estimates	1	2			
16.	Final Inspection/Punch List	2	4			
17.	Record Drawings	1	1	4		
18.	Subcontractor/Subconsultant Coordination	2				
19.	Project Management	2				
20.	FAA Quarterly Reports		1			
21.	FAA Closeout Report	1	2			1
	Total Hours per Labor Category	25	110	12	8	5

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	25	\$76.98	\$1,924.50
Project Engineer	110	\$46.43	\$5,107.30
Senior Technician	12	\$45.99	\$551.88
Survey Crew Chief	8	\$41.72	\$333.76
Administrative Assistant	5	\$33.91	\$169.55
Total Direct Labor Costs:	160		\$8,086.99
Direct Salary Costs Plus Overhead			\$15,365.28
Total Labor Costs			\$23,452.27

Fee (15%)

\$3,517.84

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Survey Equipment (GPS)	8	\$45.00	\$360.00
Survey Van	8	\$4.90	\$39.20
Employee Mileage	500	\$0.65	\$325.00
Employee Auto Usage	5	\$16.00	\$80.00
Equipment Usage	160	\$5.55	\$888.00
Geotechnical Investigation (Braun Intertec)	1	\$4,600.00	\$4,600.00
Electrical Design (Barr Engineering)	1	\$6,900.00	\$6,900.00
Reproductions / Miscellaneous	1	\$100.00	\$100.00
Total Expenses			\$13,292.20

SUMMARY:

Total Labor Costs + Expenses

\$40,262.31

Estimated Total

\$40,300.00

December 8, 2023

Ms. Lindsay Reidt, PE
SHORT, ELLIOTT, HENDRICKSON, INC.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

**RE: SOUTH ST. PAUL, MN AIRPORT – BEACON REPLACEMENT PROJECT
PROPOSAL FOR ELECTRICAL ENGINEERING SERVICES**

Dear Lindsay:

Thank you for contacting us regarding electrical engineering services for the South St. Paul, MN Airport (SGS) beacon replacement project. We are providing this letter to outline our understanding of the project, our proposed scope of services, and our proposed fees for the design and bid phase of the project.

PROJECT DESCRIPTION

We understand that the SGS Airport would like to replace their existing airport beacon. We anticipate that the new beacon would be fed from the same source in the existing electrical vault as the existing beacon. We have included a site visit, either at the beginning of the project to verify existing conditions, or at conclusion of construction, in our scope of services below. We also anticipate that the new beacon will be mounted on a tip-down pole to enable ease of maintenance.

This proposal is intended to outline our scope of service pertaining to design phase activities to support installation of the electrical portions of the project, as outlined further below.

SCOPE OF SERVICES

In support of your efforts, Barr proposes to provide the following subconsultant services to Short, Elliott, Hendrickson (SEH):

1. A site visit to be utilized either for design verification or installation verification, as deemed most beneficial as the project commences.

2. Provide electrical design and circuiting redlines for SEH to incorporate on the AutoCAD drawing of the airfield plan, as has been our usual method on similar past projects.
3. Provide electrical design redlines for detail sheets for SEH to incorporate in their AutoCAD drawings, as has been our usual method for airfield related details.
4. Provide details regarding the electrical vault changes, additions, and modifications such as may be required, to operate the beacon in similar fashion to the existing one. Note that this scope item does not include any L-854 control system design.
5. Provide technical specifications for the electrical work.
6. Bid-phase assistance including addressing questions which may arise from bidders and addenda items as necessary.
7. Construction phase to include submittal review and incorporating contractor redlines on record plans.

PROPOSED FEE

Barr Engineering proposes to provide the outlined scope of services to SEH on a lump sum basis of \$6,900.

Services are billed monthly according to the percentage of work complete. Reimbursables such as automobile mileage are included in the total above.

Thank you for the opportunity to present this proposal. We look forward to working with you on this project.

Sincerely,

BARR ENGINEERING CO.



Mark E. Ziemer, P.E.

Senior Electrical Engineer

December 27, 2023

Proposal QTB189480

Lindsay Reidt, PE
SEH, Inc.
3535 Vadnais Center Drive
Saint Paul, MN 55110

Re: Proposal for a Geotechnical Evaluation
Proposed Beacon Replacement
Fleming Field – South St. Paul Municipal Airport
1725 Henry Avenue
South St. Paul, Minnesota

Dear Lindsay:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed beacon replacement project at the referenced site.

Project Information

Per our correspondence with you, we understand the project will include construction of a new beacon. The beacon is planned to be constructed adjacent the existing beacon west of the Fixed Base Operator (FBO) Building. Design details of the beacon are unknown at this time, but we understand it will likely be supported on either a frost depth spread footing or drilled shaft foundation. The location of the soil boring has been selected and will be surveyed by SEH.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at the selected exploration location, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the new beacon.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs and previous site visits, it appears that the site is accessible to a truck-mounted drill rig. We assume there will be no cause for delays in accessing the exploration location. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration location from the proposed location to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access the boring location. Restoration of vegetation and turf is not part of our scope of services.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration location of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Boring

We propose to drill 1 standard penetration test boring for the beacon relocation, extended to a depth of 20 feet. We will perform standard penetration tests at 2 1/2-foot vertical intervals to the termination depth of the boring.

If the boring encounters groundwater during or immediately after drilling, we will record the observed depth on the boring log.

If the intended boring depth does not extend through unsuitable material, we will extend the boring at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

MDH Sealing Record

We are planning to extend our boring at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the Minnesota Department of Health (MDH) Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward on to you a copy of the form for signature and increase our total fees by \$100.

Borehole Abandonment

We will backfill our boring location immediately after completing the drilling. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 20 linear feet of boring with grout.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties

necessary to our analyses, we anticipate performing moisture content tests and a mechanical analysis (through a #200 sieve only). We will adjust the actual number and type of tests based on the results of our boring.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to beacon design and performance.

Report

We will prepare a report including:

- A sketch showing the exploration location.
- Log of the boring describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater condition.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure subgrade, and the selection, placement and compaction of fill.
- Recommended bearing capacity and settlement for spread footing foundations and recommended soil parameters for drilled pier foundation design.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 5 weeks following receipt of written authorization.
- Field exploration – 1 day on site to complete the work.
- Classification and laboratory testing – within 2 weeks after completion of field exploration
- Preliminary results – within 2 weeks after completion of field exploration
- Final deliverables submittal – within 4 weeks after completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$4,600. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs. Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We have included the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Aaron Tast at 320.980.3504 (atast@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE
Project Engineer



Aaron M. Tast
Aviation Account Leader



Steven A. Thayer, PE
Business Unit Manager, Senior Engineer

Attachment:
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

ATTACHMENT C

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold

Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



City Council Agenda
Date: January 16, 2024
Department: Public Works
Prepared by: Howie Steenberg
Administrator: RG

8-L

Agenda Item: Purchase of a 12,000 lb. Towmaster Trailer for skid steers and misc. equipment from Ziegler Cat

Action to be considered:

Motion to approve the purchase of a 12,000 lb. Towmaster Trailer Model T-12DT tilt deck trailer to haul skid steers and misc. equipment from Ziegler Cat in the amount of \$19,088.

Overview:

The Capital Outlay has \$19,088 for the replacement of our current 1997 skid steer trailer. The existing trailer (Unit T-355) is used by all departments to move equipment. Its wear is consistent with a 27-year-old trailer used for commercial use.

The retiring trailer will be sold at a public auction sometime after the city takes delivery of the new trailer.

Staff recommends consideration of the purchase of a 2024 Tilt deck trailer from the State of Minnesota Contract in the amount of \$19,088 which includes MN sales tax.

Source of Funds:

2024 Capital Outlay other equipment

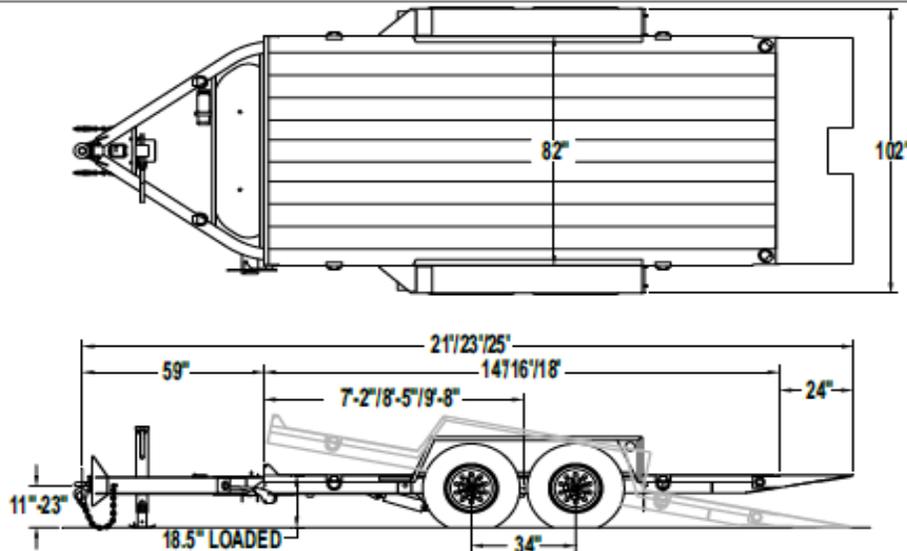
Customer:
City Of South St Paul

Trailer Description:
Towmaster T-12DT Drop-Deck Tilt Trailer

Attention: Matt DuCette
Ziegler Contact:

ESTIMATED COMPLETION - MARCH
LEAD-TIME IS SUBJECT TO CHANGE

Drop-Deck Tilt T-12DT



All dimensions are nominal. Illustration may be shown with optional equipment.

Standard Features

Hitch/Tongue

- Adjustable height, bolt-on coupler
- 2.5" pintle
- RV plug
- One-piece cold-formed frame rails
- Integrated storage tray
- 12K bolt-on top-wind parking jack
- Battery break-away kit w/tow charger & test light
- Safety chains w/hooks

Frame/Deck

- 82" load width, 18.5" deck height (fully loaded)
- Deck cushion cylinder
- Dual-point, single lever deck lock
- 6" I-beam main frame
- 3" channel crossmembers
- 2" nom. white oak deck
- D-ring tie-downs (4 per side)
- 12 ga one-piece formed fender/panel

Ramps/Tail

- 13°/12°/11° load angle

Axles/Suspension

- Rubber-ride suspension axles
- (2) 7,000 lb. axles (4 wheels)
- Tires - 235/85R16, load range F, 12-ply
- 16" wheels, 8-bolt
- Electric brakes
- Forward self-adjusting brakes
- EZ Lube hubs

Lights/Wiring

- Rubber grommet mounted LED lights
- Sealed modular wiring

Standard Features

- Limited Lifetime Frame Warranty
- One-Year full Warranty
- 10 Year Suspension Warranty
- Weatherproof registration holder
- Two-component polyurethane primer and paint
- Trailer color: Equipment Black

CHANGES TO STANDARD FEATURES & ADDED OPTIONS:

14' Deck Length

Stationary Deck - 4' stationary deck wood

Deck Height - 22.5"

Axles - 7k E-Z lube Torsion

Brakes - Electric

Plug - 7 Pole Rv

Hitch/Neck - 3" Pintle Ring

Galvanized

14 Tie Downs - D-Rings 3/SIDE OF STATIONARY EVENLY SPACED, 2/SIDE AHEAD AND BEHIND FENDERS/SIDE

Tool Box Lid

Pallet Fork Holders MOUNTED UNDER STATIONARY OPEN ON CURBSIDE AND ROADSIDE

DOT INSPECTION

SELL PRICE PER UNIT / FOB ZIEGLER:	\$17,860.00
FET (Federal Excise Tax):	NA
SELL PRICE w/ FET:	\$17,860.00
TRADE VALUE:	\$0.00
MINNESOTA MOTOR VEHICLE SALES TAX @ 6.875%:	\$1,227.88
TOTAL DUE (Includes Freight to nearest Ziegler location & DOT Inspection!):	\$19,087.88

IMPORTANT! PRICING DOES NOT INCLUDE!

License Fees, Registration Fees, Title Transfer Fees, Transit Excise Tax, Sales Tax, Federal, State or Local Taxes unless noted!

Respectfully Submitted,
Matt DuCette
Ziegler, Inc.



City Council Agenda

Date: January 16, 2024

Department: Economic & Community Development

Prepared by: Ryan Garcia, City Administrator

Administrator:

AGENDA ITEM: Rescinding Vacation Approved by Resolution 2022 – 138 and Vacating a Portion of Former Pitt Street (Public Hearing)

ACTION TO BE CONSIDERED:

Following Public Hearing, two separate motions:

Motion to Approve Resolution 2024 – 9, to rescind Resolution 2022 – 138.

Motion to Approve Resolution 2024 – 10, to vacate and discontinue a portion of Former Pitt Street.

OVERVIEW:

In 2018, the South St. Paul Economic Development Authority (EDA) executed a Development Agreement with DRS Investment, LLC (DRS) for the adaptive reuse of a building at 161 Concord Exchange, now known as The Drover Apartments. That Development Agreement contemplated a collaborative effort between DRS, the EDA and the City to redevelop a project site consisting of the surface parking lots adjacent to the Drover Apartments at Grand Avenue and Concord Exchange including a portion of what is now Veterans Memorial Lane. The project site is encumbered by the platted right-of-way for Pitt Street, a street that once ran through the middle of the property but was removed in the 1970s, has not functioned as a public street for more than 50 years, and was developed with privately leased surface parking nearly 50 years ago. To best prepare the site for redevelopment with “clean title”, Staff is of the opinion that as much of this right-of-way as possible should be vacated. The South St. Paul EDA and DRS Investment VI LLC all own property within the proposed development site, so the City has a vested interest in clearing up encumbrances and moving the site towards being “shovel-ready.” The City has initiated the vacation of this right-of-way.

In 2022, the City Council approved Resolution 2022 – 138, approving the vacation of the previously abandoned Pitt Street right-of-way (see image to the right, depicting the vacation as approved via Resolution 2022 - 138). Shortly after the approval of this Resolution, DRS withdrew their development application, as they continued to negotiate with the Grand Hill Condominium Association (their neighbor to the west) towards the acquisition of a strip of land held as common element to the Association. Unfortunately, more than a year later, no resolution has come and DRS and the Association have by and large ceased negotiations. As we have continued to work with DRS through predevelopment due diligence, it is evident that an approach to site planning that does not rely on additional site assembly should be considered. This change in approach necessitates a different approach to the vacation of the platted Pitt Street right-of-way, as well.



While the Council approved Resolution 2022 – 138, City Staff and the City Attorney’s office determined that it was in the EDA and City’s best interest to hold off on formally filing the notice of completion of the vacation with Dakota County Property Records until such time as the DRS/Condo negotiations reached resolution. In light of the aforementioned “impasse” on that issue, we are approaching Council at Tuesday’s meeting to propose the rescission of the previously adopted Resolution 2022 – 138, and thereby the previously defined vacation of Pitt Street right-of-way. Assuming the Council approves the action to rescind Resolution 2022 – 138, Staff is further recommending that those portions of Pitt Street right-of-way that are bordered entirely and exclusively by property owned by the EDA and HRA – depicted to the right and in a larger format as an attachment – be vacated following the Public Hearing, and a notice of completion for the vacation be filed with the County.

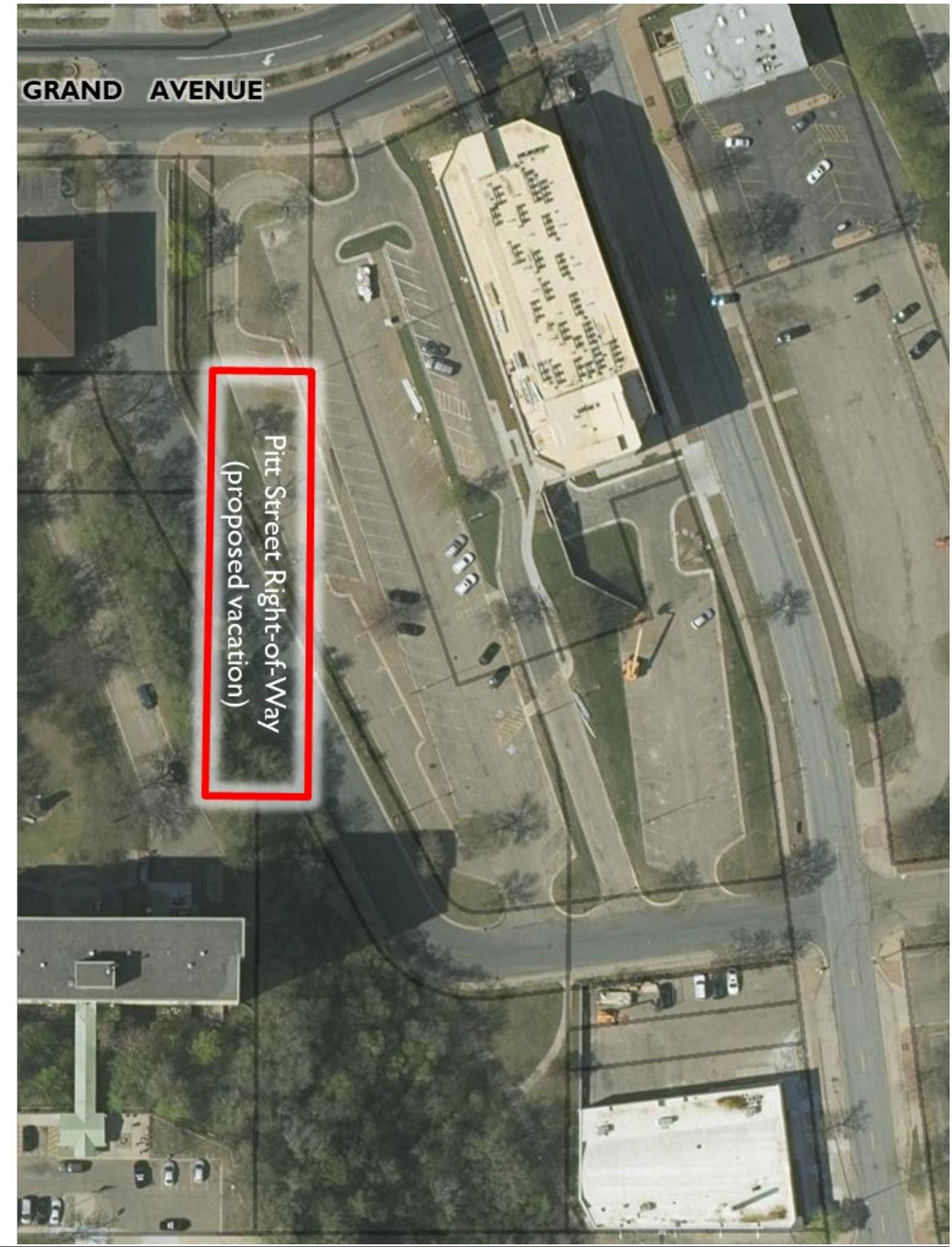


A public hearing to consider the right-of-way vacation is required by State Statute, preceded by a public notice including mailing notice to all adjacent property owners. A right-of-way vacation that has been initiated by the City only proceeds if 4/5 of the City Council vote for approval of the Resolution so vacating the right-of-way.

ATTACHMENTS

Depiction of that Portion of Pitt Street Proposed for Vacation
Resolution 2024 – 9
Resolution 2024 - 10

DEPICTION OF THAT PORTION OF PITT STREET PROPOSED FOR VACATION



City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-9

**A RESOLUTION RESCINDING THE VACATION OF A PORTION OF
FORMER PITT STREET APPROVED BY RESOLUTION NO. 2022-138**

WHEREAS, on October 17, 2022, by and through Resolution No. 2022-138, the City of South St. Paul (“City”) approved the vacation of a portion of former Pitt Street, legally described on the attached Exhibit A and depicted on the attached Exhibit B; and

WHEREAS, the City has determined that it still needs part of the portion of former Pitt Street it vacated; and

WHEREAS, the City desires to rescind the entire vacation of former Pitt Street approved by Resolution No. 2022-138 and then vacate a smaller portion of former Pitt Street it no longer needs.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of South St. Paul, the vacation of former Pitt Street approved by Resolution No. 2022-138 is hereby rescinded and shall have no further effect.

Adopted this 16th day of January, 2024.

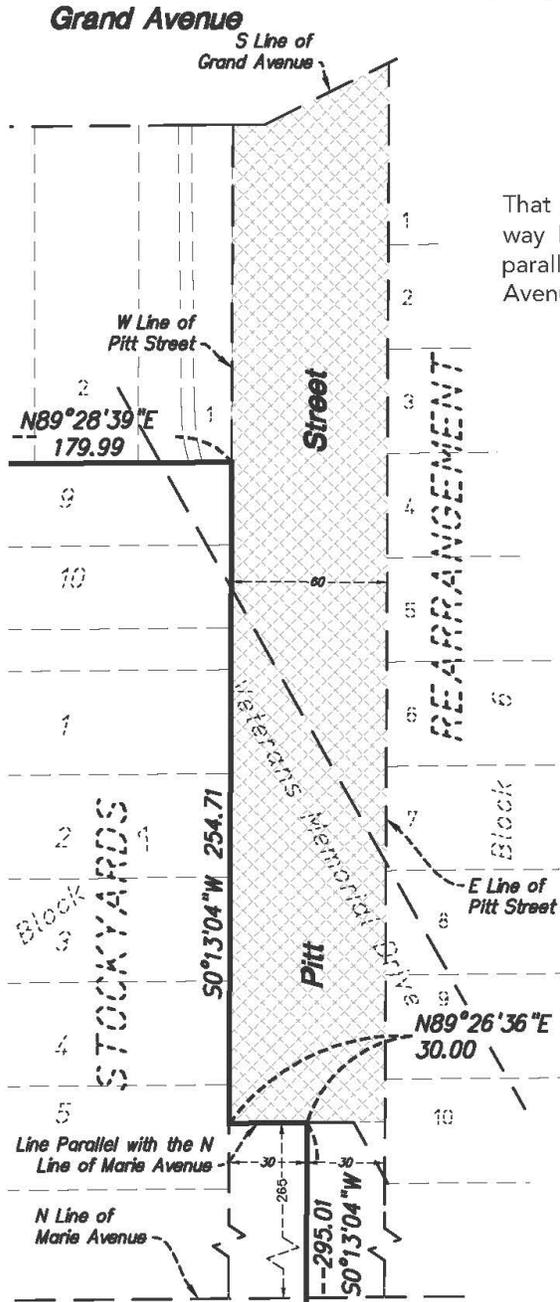
City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF PUBLIC STREET VACATED BY RESOLUTION 2022-138

That part of Pitt Street lying south of the south right of way line of Grand Avenue and north of a line running parallel to and 265.00 feet north of the north line of Marie Avenue.

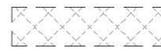
EXHIBIT B
DEPICTION OF PUBLIC STREET VACATED BY RESOLUTION 2022-138

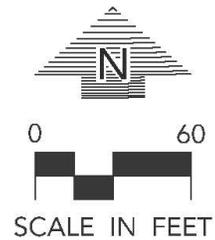
EXHIBIT



RIGHT OF WAY VACATION DESCRIPTION
SEPTEMBER 16, 2022

That part of Pitt Street lying south of the south right of way line of Grand Avenue and north of a line running parallel to and 265.00 feet north of the north line of Marie Avenue.

 RIGHT OF WAY VACATION
 AREA 23,768± SQ. FT.



W:\2010\10067B\CADD DATA\SURVEY_dwg Sheet Files\10067B-EXH_VACA

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Max L. Stanislawski

Max L. Stanislawski - PLS

License No. 48988

09/16/22

Date

 **LOUCKS**

Loucks Project No. 10067B

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-10

**A RESOLUTION VACATING A PORTION OF FORMER PITT STREET
LOCATED WITHIN THE CITY OF SOUTH ST. PAUL, MINNESOTA**

WHEREAS, pursuant to South St. Paul City Code § 54-429 and Minn. Stat. § 412.851, on its own motion, by a vote of four-fifths of all members of the council, the City Council may vacate any street, alley, public grounds, public way or any part thereof within the City by Resolution; and

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

WHEREAS, a notice of a public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation at South St. Paul City Hall, 125 3rd Avenue North, South St. Paul, MN 55075; and

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

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

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

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

Adopted this 16th day of January, 2024.

City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF PUBLIC STREET TO BE VACATED

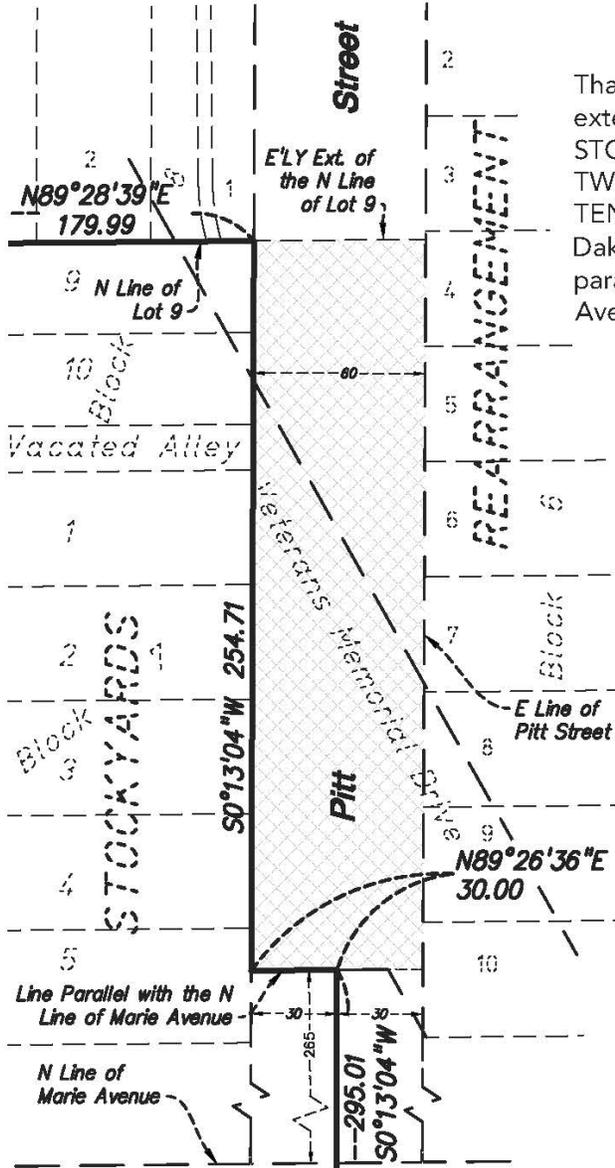
That part of Pitt Street lying south of the easterly extension of the north line of Lot 9, Block 8, THE STOCKYARDS REARRANGEMENT OF BLOCKS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN, EIGHT, NINE, TEN, ELEVEN AND TWELVE OF SOUTH ST. PAUL, Dakota County, Minnesota and north of a line running parallel to and 265.00 feet north of the north line of Marie Avenue.

EXHIBIT B
DEPICTION OF PUBLIC STREET TO BE VACATED

RIGHT OF WAY VACATION DESCRIPTION

December 07, 2023

That part of Pitt Street lying south of the easterly extension of the north line of Lot 9, Block 8, THE STOCKYARDS REARRANGEMENT OF BLOCKS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN, EIGHT, NINE, TEN, ELEVEN AND TWELVE OF SOUTH ST. PAUL, Dakota County, Minnesota and north of a line running parallel to and 265.00 feet north of the north line of Marie Avenue.



 RIGHT OF WAY VACATION AREA 15,2818± SQ. FT.



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Max L. Stanislawski

Max L. Stanislawski - PLS

License No. 48988

12/07/23

Date

 **LOUCKS**

Loucks Project No. 10067B

W:\2010\10067B\CADD DATA\SURVEY\dwg Sheet Files\10067B-EXH_VACA



CITY COUNCIL AGENDA REPORT

DATE: JANUARY 16, 2024

DEPARTMENT: Economic and Community Development

Prepared By: Ryan Garcia

ADMINISTRATOR:

10-A

AGENDA ITEM: Rescinding Property Split Approved by Resolution 2022 – 146 and Approving a Property Split, Resolutions 2024 – 11 and 2024 - 12

ACTIONS TO BE CONSIDERED:

Motion to Approve Resolution 2024 – 11, to rescind the property split of vacated Pitt Street approved by Resolution 2022 - 146.

Motion to Approve Resolution 2024 – 12, to approve lot splits of vacated Pitt Street.

OVERVIEW:

Background

Lot splits require the City's approval if a City has adopted a resolution stating that they wish to have review/approval authority of all subdivisions, per Minnesota Statute Section 272.162. The City adopted a resolution stating that they wished to assume this authority on September 21, 1987.

Analysis of the Lot Split

The City's Housing and Redevelopment Authority (HRA) is the Applicant. The HRA is the Fee Owner of properties within or adjacent to the proposed Vaquero redevelopment site located to the south and west of "The Drover" apartments at the southwest corner of Grand Avenue and Concord Exchange. Specifically, the HRA owns two parcels that lie immediately to the west of a portion of the platted Pitt Street right-of-way (Dakota County Parcel Identification Numbers 36-72850-08-120 and 36-72850-07-110). Assuming the right-of-way actions requested under Tuesday's Agenda Item 9-A are approved (rescinding the previous vacation and approving a newly proposed vacation), so too should the Council take up the question of essential "re-doing" the lot split related to this vacated right-of-way by first rescinding the approval of the previous lot split (Resolution 2024 – 11) and then approving a lot split correlated to the new right-of-way vacation (Resolution 2024 – 12).

Presented at a public hearing tonight, the City was asked to consider the vacation of the remaining right-of-way of the former platted Pitt Street, which is actually neither improved nor used as a public street but has been overlain with a portion of the surface parking lot for the Drover since 1973. If vacated, the western ½ of this right-of-way will accrue to the HRA, as the abutting property owner to the west. The lot split presented in Resolution 2024 – 12 separates the land encompassed in the former Pitt Street right-of-way from the "parent parcels" to the west, which are technically the Nan McKay parcels.

STAFF RECOMMENDATION:

Staff recommends approval of the Resolutions.

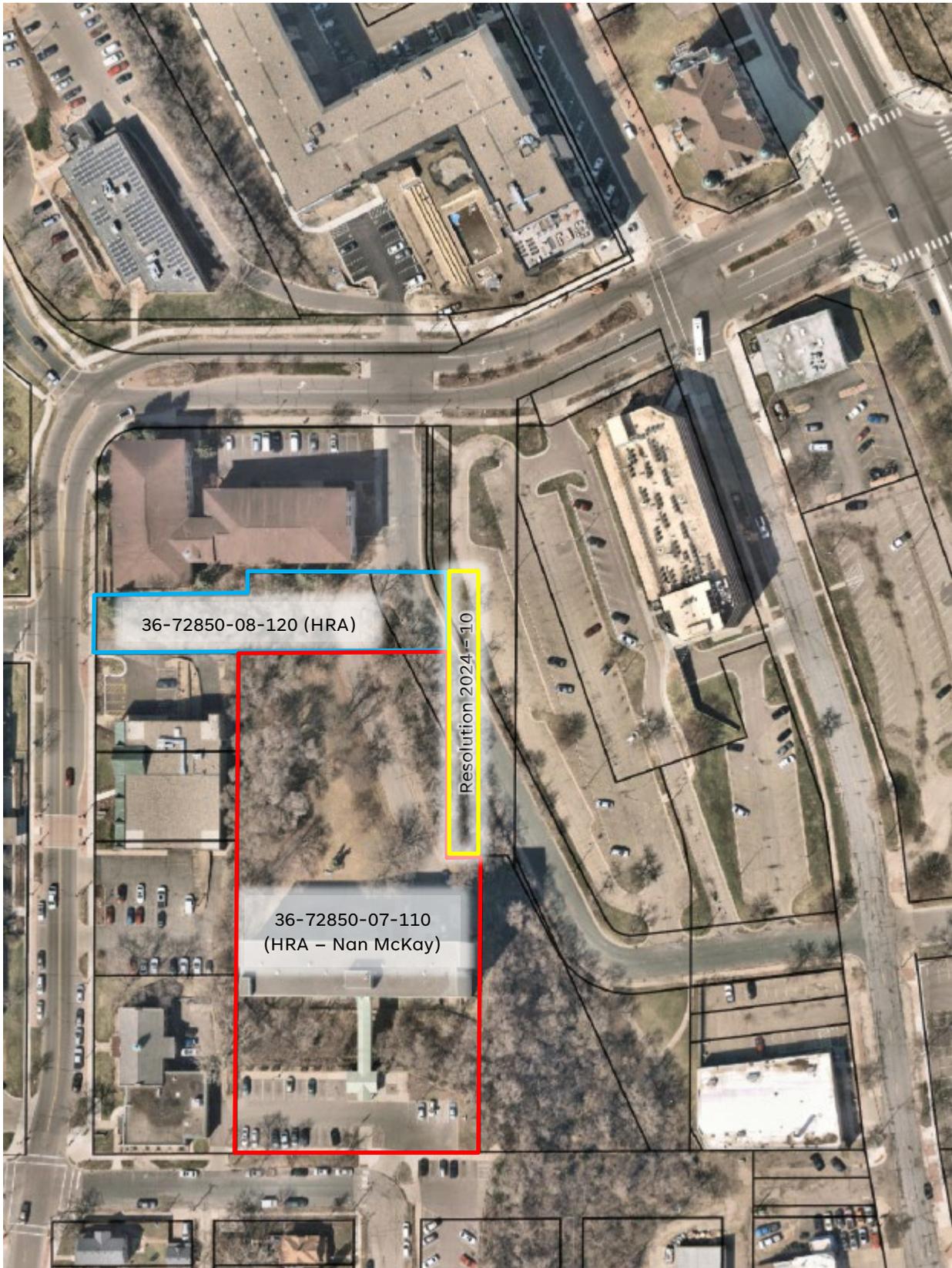
FUNDING SOURCES AND OTHER FINANCIAL CONSIDERATIONS:

Legal, survey, and recording costs related to these actions are eligible professional and technical services costs in the EDA's development fund.

ATTACHMENTS:

Orientation Map
Resolution 2024 – 11
Resolution 2024 – 12

ORIENTATION MAP



36-72850-08-120 (HRA)

Resolution 2024-10

36-72850-07-110
(HRA - Nan McKay)

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-11

A RESOLUTION RESCINDING THE PROPERTY SPLIT OF VACATED PITT STREET FROM SOUTH ST. PAUL PARCEL IDENTIFICATION NUMBERS 36-72850-07-110 AND 36-72850-08-120, DAKOTA COUNTY, MINNESOTA APPROVED BY RESOLUTION NO. 2022-146

WHEREAS, the Housing and Redevelopment Authority of the City of South St. Paul (“HRA”) is the fee owner of real property legally described as Parcel 1 and Parcel 2 on Exhibit A (individually and collectively the “Property”), attached hereto and incorporated herein; and

WHEREAS, by and through Resolution No. 2022–138, the City of South St. Paul (“City”) vacated a portion of former Pitt Street, which partially attached to the Property; and

WHEREAS, the portion of vacated Pitt Street that attached to the Property is legally described on Exhibit B and depicted on Exhibit C (“Vacated Pitt Street”), attached hereto and incorporated herein; and

WHEREAS, on October 17, 2022, by and through Resolution No. 2022-146, the City approved the split of Vacated Pitt Street from the Property; and

WHEREAS, on January 16, 2024, by and through Resolution No. 2024-9, the City rescinded the vacation approved by Resolution No. 2022-138 as it still needed part of the portion of former Pitt Street it vacated; and

WHEREAS, Resolution No. 2022–146 was dependent on Resolution No. 2022–138 so the City desires to rescind Resolution No. 2022–146 as well.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of South St. Paul, the split of Vacated Pitt Street from the Property approved by Resolution No. 2022-146 is hereby rescinded and shall have no further effect.

Adopted this 16th day of January, 2024.

City Clerk

EXHIBIT A
LEGAL DESCRIPTIONS OF THE PROPERTY

Parcel 1:

Lots 1 to 11 inclusive, Block 7, Stockyards Rearrangement of Blocks One (1) to Twelve (12) inclusive, South St. Paul;

Together with those portions of the following described alleys and street which accrued to the above described property by virtue of the Resolution of Vacation adopted by the City of South St. Paul, Minnesota on June 10, 1968;

The alley lying between Block Seven (7) and Block Eight (8), Stockyards Rearrangement of Blocks One (1) to Twelve (12), inclusive, which runs in an Easterly and Westerly direction between Third Avenue North and Pitt Street:

That part of the alley in Block Seven (7), Stockyards Rearrangement of Blocks One (1) to Twelve (12), inclusive, which runs in a Northerly direction from Marie Avenue; that accrues to Lots 1-11 Block 7 by virtue of the vacation thereof

That part of Pitt Street lying between the North line of Marie Avenue and a line running parallel to the North line of Marie Avenue and 265 feet North of the North line of Marie Avenue, that accrues thereto by virtue of the vacation thereof.

Together with the easements created in the Easement Agreement recorded in Book 82 of Miscellaneous Records page 585.

Except the following described parcels:

All that part of the Lots 9 and 10, Block 8 and Lots 1, 2 and 3, Block 7, and that part of the vacated alley lying between said Blocks 7 and 8, all in Stockyards Rearrangement of Blocks 1 to 12 inclusive, South St. Paul, Dakota County, Minnesota, lying Easterly and Northerly of the following described line: Beginning at a point on the North line of said Lot 9, Block 8, a distance of 96 feet West of the Northeast corner thereof; thence Southeasterly to a point on the East line of said Lot 3, Block 7, a distance of 170 feet South of said Northeast corner of said Lot 9, Block 8 and there terminating.

Abstract Property

PID: 36-72850-07-110

Parcel 2:

Lots 1 to 11 inclusive, Block 7, Stockyards Rearrangement of Blocks One (1) to Twelve (12) inclusive, South St. Paul; and Lots 9, 10, 11 and 12, except the Northerly 20 feet of said Lot 12, Block 8, Stockyards Rearrangement of Blocks One (1) to Twelve (12) inclusive, South St. Paul;

Together with those portions of the following described alleys and street which accrued to the above described property by virtue of the Resolution of Vacation adopted by the City of South St. Paul, Minnesota on June 10, 1968;

The alley lying between Block Seven (7) and Block Eight (8), Stockyards Rearrangement of Blocks One (1) to Twelve (12), inclusive, which runs in an Easterly and Westerly direction between Third Avenue North and Pitt Street:

That part of the alley in Block Seven (7), Stockyards Rearrangement of Blocks One (1) to Twelve (12), inclusive, which runs in a Northerly direction from Marie Avenue; that accrues to Lots 1-11 Block 7 by virtue of the vacation thereof

That part of Pitt Street lying between the North line of Marie Avenue and a line running parallel to the North line of Marie Avenue and 265 feet North of the North line of Marie Avenue, that accrues thereto by virtue of the vacation thereof.

Together with the easements created in the Easement Agreement recorded in Book 82 of Miscellaneous Records page 585, Dakota County, Minnesota.

Abstract Property

PID: 36-72850-08-120

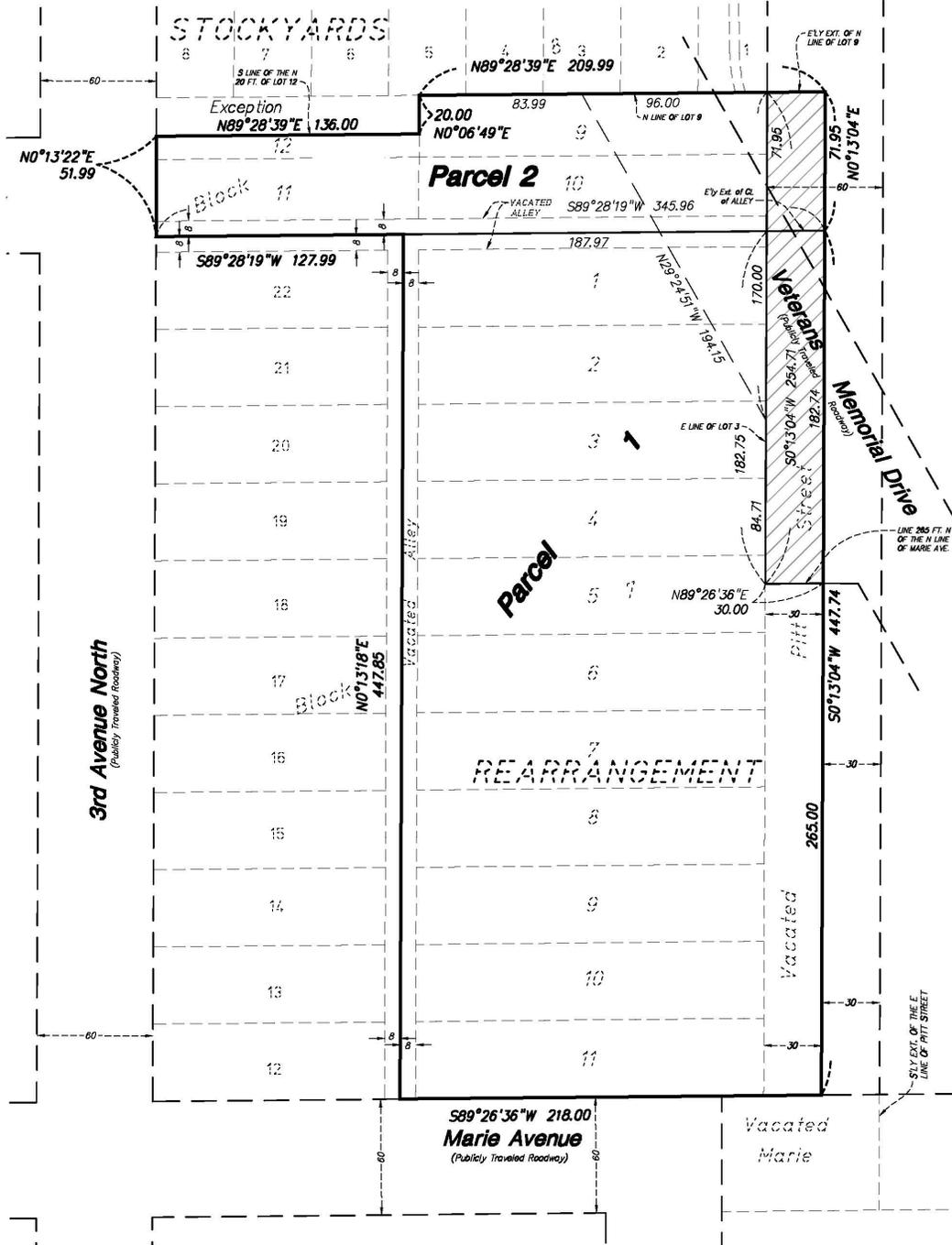
EXHIBIT B
LEGAL DESCRIPTION OF VACATED PITT STREET

The west half of Pitt Street lying south of the easterly extension of the north line of Lot 9, Block 8, Stockyards Rearrangement of Blocks 1 to 12, inclusive, South St. Paul, Dakota County, Minnesota, and lying north of a line running parallel to the North line of Marie Avenue and 265 feet North of the North line of Marie Avenue.

EXHIBIT C DEPICTION OF VACATED PITT STREET

EXHIBIT

Vacated Pitt Street Area = 7641 Square Feet



W:\2010\10067B\CADD DATA\SURVEY\dwg Sheet Files\10067B-PROP-DESC

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Max L. Stanislawski

Max L. Stanislawski - PLS License No. 48988

10/14/22
Date



LOUCKS
Loucks Project No. 10067B

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-12

**A RESOLUTION APPROVING THE PROPERTY SPLIT OF VACATED PITT STREET
FROM SOUTH ST. PAUL PARCEL IDENTIFICATION NUMBERS 36-72850-07-110
AND 36-72850-08-120, DAKOTA COUNTY, MINNESOTA**

WHEREAS, the Housing and Redevelopment Authority of the City of South St. Paul (“HRA”) is the fee owner of real property legally described as Parcel 1 and Parcel 2 on Exhibit A (individually and collectively the “Property”), attached hereto and incorporated herein; and

WHEREAS, by Resolution No. 2024-10, the City vacated a portion of former Pitt Street, which partially attached to the Property; and

WHEREAS, the portion of vacated Pitt Street that attached to the Property is legally described on Exhibit B and depicted on Exhibit C (“Vacated Pitt Street”), attached hereto and incorporated herein; and

WHEREAS, the HRA desires to split Vacated Pitt Street from the Property; and

WHEREAS, the HRA will be conveying fee ownership of Vacated Pitt Street to the South St. Paul Economic Development Authority for redevelopment purposes; and

WHEREAS, the City Council has reviewed the proposed lot split and has no objection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul, Minnesota, approval is given to the split of Vacated Pitt Street from the Property.

Adopted this 16th day of January, 2024.

City Clerk

EXHIBIT A
LEGAL DESCRIPTIONS OF THE PROPERTY

Parcel 1:

Lots 1 to 11 inclusive, Block 7, Stockyards Rearrangement of Blocks One (1) to Twelve (12) inclusive, South St. Paul;

Together with those portions of the following described alleys and street which accrued to the above described property by virtue of the Resolution of Vacation adopted by the City of South St. Paul, Minnesota on June 10, 1968;

The alley lying between Block Seven (7) and Block Eight (8), Stockyards Rearrangement of Blocks One (1) to Twelve (12), inclusive, which runs in an Easterly and Westerly direction between Third Avenue North and Pitt Street:

That part of the alley in Block Seven (7), Stockyards Rearrangement of Blocks One (1) to Twelve (12), inclusive, which runs in a Northerly direction from Marie Avenue; that accrues to Lots 1-11 Block 7 by virtue of the vacation thereof

That part of Pitt Street lying between the North line of Marie Avenue and a line running parallel to the North line of Marie Avenue and 265 feet North of the North line of Marie Avenue, that accrues thereto by virtue of the vacation thereof.

Together with the easements created in the Easement Agreement recorded in Book 82 of Miscellaneous Records page 585.

Except the following described parcels:

All that part of the Lots 9 and 10, Block 8 and Lots 1, 2 and 3, Block 7, and that part of the vacated alley lying between said Blocks 7 and 8, all in Stockyards Rearrangement of Blocks 1 to 12 inclusive, South St. Paul, Dakota County, Minnesota, lying Easterly and Northerly of the following described line: Beginning at a point on the North line of said Lot 9, Block 8, a distance of 96 feet West of the Northeast corner thereof; thence Southeasterly to a point on the East line of said Lot 3, Block 7, a distance of 170 feet South of said Northeast corner of said Lot 9, Block 8 and there terminating.

Abstract Property

PID: 36-72850-07-110

Parcel 2:

Lots 1 to 11 inclusive, Block 7, Stockyards Rearrangement of Blocks One (1) to Twelve (12) inclusive, South St. Paul; and Lots 9, 10, 11 and 12, except the Northerly 20 feet of said Lot 12, Block 8, Stockyards Rearrangement of Blocks One (1) to Twelve (12) inclusive, South St. Paul;

Together with those portions of the following described alleys and street which accrued to the above described property by virtue of the Resolution of Vacation adopted by the City of South St. Paul, Minnesota on June 10, 1968;

The alley lying between Block Seven (7) and Block Eight (8), Stockyards Rearrangement of Blocks One (1) to Twelve (12), inclusive, which runs in an Easterly and Westerly direction between Third Avenue North and Pitt Street:

That part of the alley in Block Seven (7), Stockyards Rearrangement of Blocks One (1) to Twelve (12), inclusive, which runs in a Northerly direction from Marie Avenue; that accrues to Lots 1-11 Block 7 by virtue of the vacation thereof

That part of Pitt Street lying between the North line of Marie Avenue and a line running parallel to the North line of Marie Avenue and 265 feet North of the North line of Marie Avenue, that accrues thereto by virtue of the vacation thereof.

Together with the easements created in the Easement Agreement recorded in Book 82 of Miscellaneous Records page 585, Dakota County, Minnesota.

Abstract Property

PID: 36-72850-08-120

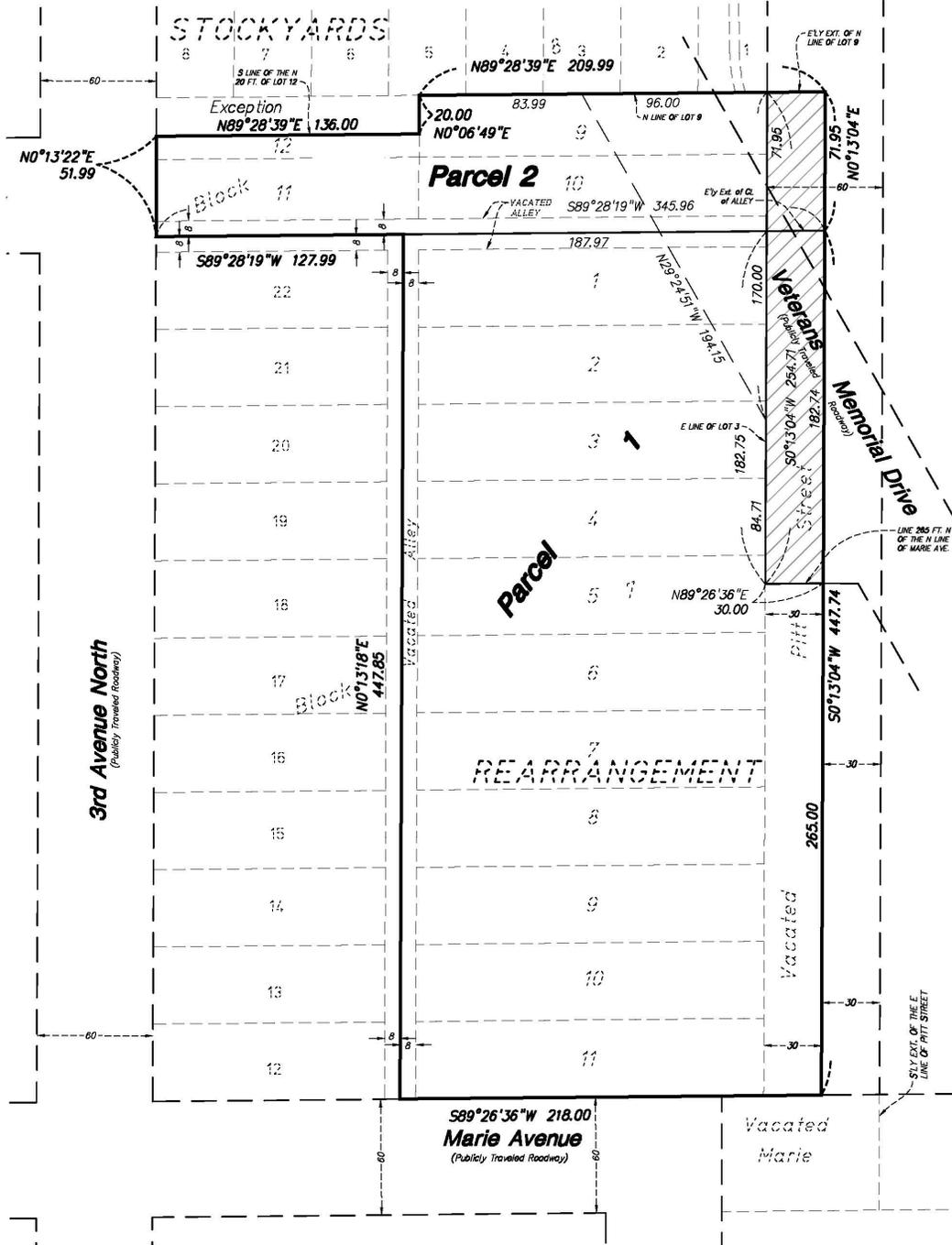
EXHIBIT B
LEGAL DESCRIPTION OF VACATED PITT STREET

The west half of Pitt Street lying south of the easterly extension of the north line of Lot 9, Block 8, Stockyards Rearrangement of Blocks 1 to 12, inclusive, South St. Paul, Dakota County, Minnesota, and lying north of a line running parallel to the North line of Marie Avenue and 265 feet North of the North line of Marie Avenue.

EXHIBIT C DEPICTION OF VACATED PITT STREET

EXHIBIT

Vacated Pitt Street Area = 7641 Square Feet



W:\2010\10067B\CADD DATA\SURVEY\dwg Sheet Files\10067B-PROP-DESC

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Max L. Stanislawski

Max L. Stanislawski - PLS License No. 48988

10/14/22
Date

0 50

SCALE IN FEET



LOUCKS
Loucks Project No. 10067B

Sheet 2 of 2 Sheets



CITY COUNCIL AGENDA REPORT

DATE: JANUARY 16, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: RG

10-B

AGENDA ITEM: First Reading- Ordinance Amendment Allowing Dynamic Display Off-Premises Signs in the GB-General Business Zoning District.

ACTION TO BE CONSIDERED:

Introduce ordinance for a first reading.

OVERVIEW:

Application

The Applicant is the City of South St. Paul. The Applicant is proposing an ordinance amendment that would allow dynamic display off-premises signs (AKA electronic billboards) as a conditional use in the GB-General Business zoning district.

Background

South St. Paul, like many communities in Minnesota, currently prohibits billboard signs. The existing static billboard signs along Interstate 494 and Concord Street are “grandfathered” but no additional billboard signs can be constructed within city limits, and the current billboards cannot be expanded. Off-site advertising signage, which is signage that advertises a business that is not located on the same property as the sign, is not currently allowed in any zoning district in any part of South St. Paul. Cities that prohibit off-site advertising generally do so for aesthetic reasons with the goal of preventing visual clutter.

There are a number of municipalities in the metro area, including West St. Paul, that have made the decision to legalize electronic billboards. Some of these communities have partnered with billboard advertising companies to build new highway-oriented electronic billboard signs on City-owned land. In these situations, typically the City would continue to own the land but would lease it to a private company which would construct, maintain, and operate the billboard. The lease can be a very good revenue generator for the City. Regardless of ownership, having an electronic billboard in town allows the City to promote community events and share public safety messages such as Amber Alerts with drivers using the highway. Many cities require electronic billboard owners to provide a fixed amount of free public service messaging each month.

The City Council has previously demonstrated support for allowing limited electronic billboards. Earlier this year, the City Council directed staff to update the code to allow electronic billboards in the GB-General Business district with a conditional use permit.

Process for Developing the Proposed Ordinance

To prepare for writing the proposed ordinance, City Staff reviewed Plymouth and White Bear Township’s electronic billboard ordinances. City Staff also looked to the 2040 Comprehensive Plan which calls for improving the aesthetics of the I-494 corridor and protecting the aesthetics of the Mississippi River Critical Corridor Area (MRCCA).

The proposed ordinance includes numerous “best practices” that are designed to prevent nuisances to neighboring properties and ensure that the sign will be aesthetically pleasing and not distracting to drivers. Staff facilitated several conversations with the City Council and there are a few basic principles that underpin the proposed ordinance:

1. 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. New electronic billboards should not be allowed in the Mississippi River Critical Corridor Area to protect the aesthetics of the river area. The existing static billboards in the river area are “grandfathered” but they are not allowed to expand. Existing static billboards in the river area should not be allowed to be converted to electronic billboards, as this would undermine river and bluff aesthetics.
2. The City does not want to see any new static billboards in town since they result in visual clutter, are inefficient, and do not allow for community event messages or Amber Alerts.
3. Performance standards need to be carefully calibrated to minimize impacts to adjacent properties.

Where Would New Electronic Billboard Signs be Allowed?

The draft ordinance would allow electronic billboards only in the GB-General Business zoning district on properties that abut Interstate 494. It would prohibit any new billboards in the Mississippi River Critical Corridor Area (MRCCA) so only properties with GB zoning that are outside of the MRCCA would be eligible.

Key Features of Proposed Ordinance

As proposed, all electronic billboards will require a conditional use permit. This means that the City can attach “case by case” conditions to each project and can potentially deny a conditional use permit in a situation where Code criteria are not being met. Some other key features of the proposed ordinance are:

- The ordinance is designed to prevent visual clutter and protect the aesthetics of the I-494 corridor.
 - Static billboards are prohibited. Only electronic billboards are allowed.
 - There is a 2,000-foot spacing requirement between electronic billboards.

- Height is restricted to 50 feet above the highway surface of I-494.
- The total size of the sign face is restricted to 700 square feet per side.
- The base of the sign must be decorated with brick, stone, block, EIFS, or some similar decorative material.
- The message on the sign cannot change more often than once every 8 seconds. *This is the same rule the City already has in place for other electronic signs.*
- There are specific “maximum brightness” levels that are different depending on whether it is day or night. The sign must have light monitoring technology that will automatically adjust the brightness.
- The sign must use light blocking technology so those who look at it from the side do not perceive the full brightness.
- The sign operator must provide all of the lighting specifications at the time of permit application. After the sign has been built, they must provide proof that it is being operated in accordance with the City Code upon request by the City.
- The sign operator is required to enter into an agreement to provide the City with up to 30 hours of free messaging each month.
- A property or business that wants to have an electronic billboard is allowed to have up to 200 square feet of total site signage in addition to the billboard. If they have more than 200 square feet of signage today, they must reduce their site signage to qualify for a conditional use permit to have a billboard.

Conditional Use Permit Criteria

If electronic billboards are allowed with a conditional use permit, each proposed sign will be reviewed using the following criteria:

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

6. In business districts, certain uses are considered, as a rule, unsuitable in commercial areas because of inherent characteristics (e.g., traffic hazards, noise, light glare), proximity to residential areas, the fact that they tend not to serve nearby residential areas, or may adversely affect nearby permitted business uses.

Discussion

Allowing electronic billboards is a policy decision that the City Council must make. The City Council has previously told Staff that they are in favor of legalizing electronic billboard signs in South St. Paul so long as the location and operation of these signs is carefully regulated. They have expressed to Staff that they do not believe electronic billboards will have a negative impact on community aesthetics if there is a spacing requirement, and new billboards are not allowed in the Mississippi River Critical Corridor Area (MRCCA).

Staff feels confident that the proposed ordinance is consistent with “best practices” and will be an effective tool for regulating this type of signage if the Planning Commission and City Council want to move forward with the legalization of electronic billboards along Interstate 494.

PLANNING COMMISSION PUBLIC HEARING AND RECOMMENDATION:

The Planning Commission held a public hearing for the proposed ordinance at their January 3rd meeting. No members of the public spoke at the public hearing for the ordinance and no comments were received. The Planning Commission was supportive of making the policy change to allow electronic billboards in the GB district for properties outside of the MRCCA. The Planning Commission recommended approval of the proposed ordinance a 5-0 vote.

STAFF RECOMMENDATION:

If the City Council wants to move forward with the legalization of electronic billboards along Interstate 494, Staff recommends that the City Council introduce the ordinance for a first reading.

ATTACHMENTS

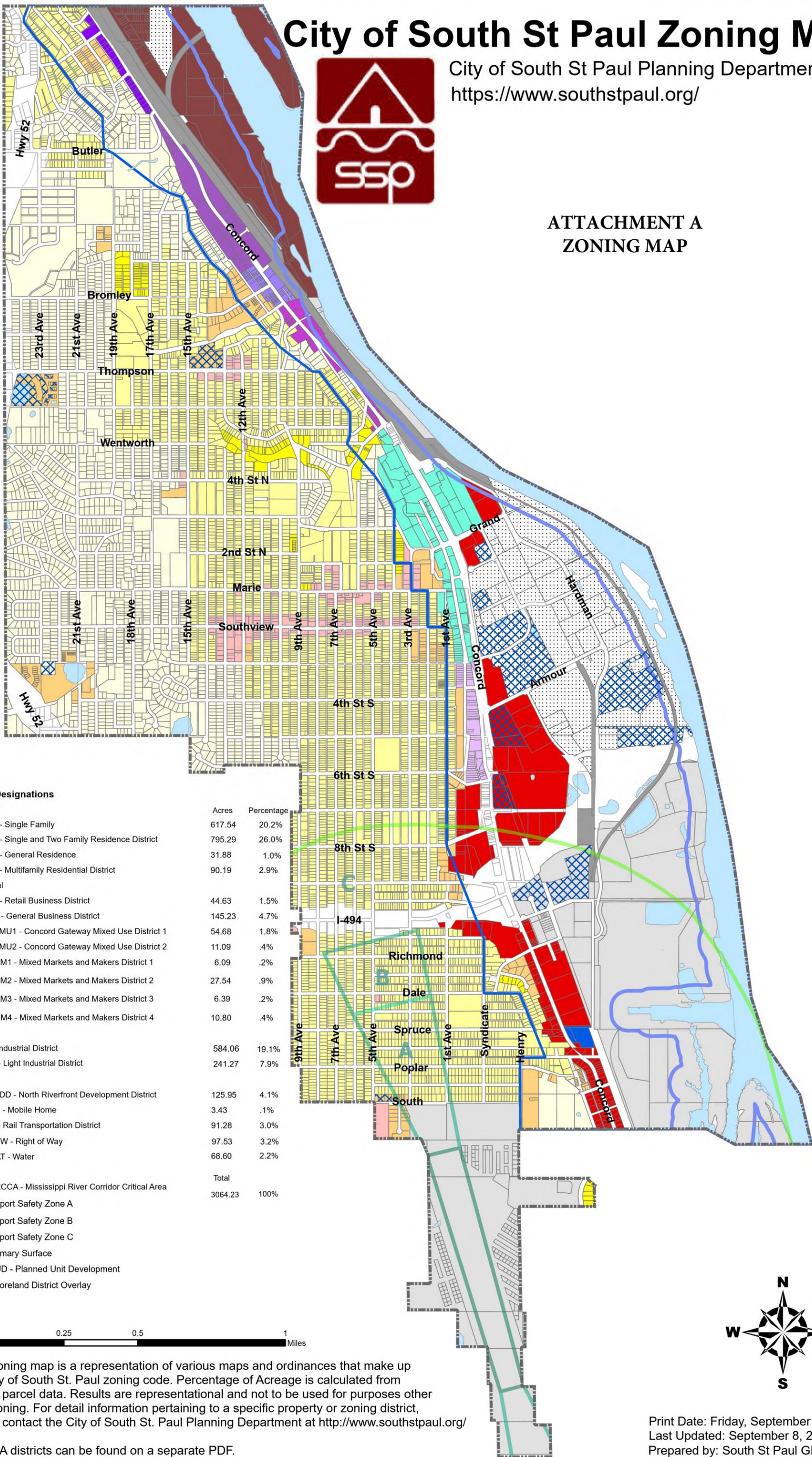
A. ZONING MAP

City of South St Paul Zoning Map

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



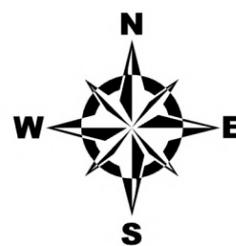
ATTACHMENT A ZONING MAP



Zoning Designations

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

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



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

MRCCA districts can be found on a separate PDF.

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

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

**AN ORDINANCE ALLOWING ELECTRONIC BILLBOARD SIGNS IN THE
GENERAL BUSINESS ZONING DISTRICT**

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

SECTION 1. AMENDMENT. South St. Paul City Code Section 118-333 is hereby amended as follows:

Sec. 118-333. Definitions.

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.

SECTION 2. AMENDMENT. South St. Paul City Code Section 118-337 is hereby amended as follows:

Sec. 118-337. Prohibited signs.

- (a) Abandoned signs.
- (b) Balloon signs.
- (c) Flags other than noncommercial flags.
- (d) Illegal signs.
- (e) Off-premises signs, except dynamic display off-premises signs as allowed in subsection 118-338(p) and sandwich board signs as permitted in subsection 118-336(g).

SECTION 3. AMENDMENT. South St. Paul City Code Section 118-338 is hereby amended as follows:

Sec. 118-338. General provisions applicable to all zoning districts.

- (d) *[Distance from lot lines.]* Except for projecting signs, attached wall signs, awning and canopy signs, dynamic display off-premises signs, and signs that are listed as exceptions in section 118-336, signs in all zoning districts shall be located at least five feet from all lot lines.

(i) *Pylon signs.* Pylon signs are prohibited in all zoning districts except for the following: freeway signs which are only allowed by a conditional use permit in the general business (GB) and industrial (I) zoning districts. Unless a more restrictive size is stated in each zoning district, freeway signs shall not exceed 15 feet above the height of the interstate roadway surface 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.

(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.

(2) Dynamic display off-premises signs may be allowed by conditional use permit in the General Business (GB) district, subject to the standards listed in subdivision 118-338 (p).

(p) *Dynamic display off-premises signs.*

(1) *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, 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.

(2) *Location and Eligibility*

a. Dynamic display off-premises signs shall only be allowed on properties that are zoned GB-General Business.

- b. 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.
- c. Dynamic display off-premises signs are prohibited on properties located within the Mississippi River Corridor Critical Area (MRCCA) overlay district.
- d. The minimum distance in any direction between any two off-premises dynamic display signs shall be two thousand (2,000) feet.

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

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

- a. 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.
- b. 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.
- c. The maximum allowable height is fifty (50) feet from the grade of the travel lane of Interstate 494.
- d. 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.
- e. 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.
- f. 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.
- g. The sign must be freestanding and shall not be affixed to any building.
- h. The sign may not emit any sound.
- i. 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.
- j. 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.

- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. Portable dynamic display off-premises signs are not allowed in any district.
- p. Nonconforming static off-premises signs may not be converted to dynamic display off-premises signs.

SECTION 4. AMENDMENT. South St. Paul City Code Section 118-339 is hereby amended as follows:

Sec. 118-339. Permitted signs by district.

See Figure A-1 detailing permissible signs by district.

Figure A-1

	R-1 R-2 R-3	R-4	CGMU-1	CGMU-2	MMM	C-1	GB	I
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*

Maximum Height (Feet)	6	6	6	6	6	6	10*	10*
Area Identification Signs	P	P	P	P	P	P	P	P
Box or Cabinet Signs	C*	P	P	P	P	P	P	P
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
Menu Board Signs	—	—	C*	C	C	C	C	C
Monument Signs	C*	P	C*	P*	P*	P	P	P
Nonelectronic Changeable Copy Signs	C	P	C*	C*	C*	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	—
Pylon Signs	—	—	—	—	—	—	—	—
Wall Signs	C	P	P	P	P	P	P	P

(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 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 below in [subsection] 118-339(g)(5)d.
- (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 below in subsection 118-339(g)(5)d.
- (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 extended easterly and west of the Mississippi River.
- (4) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Box or cabinet signs.
 - c. Monument signs, which may be up to ten feet in height.
 - d. Nonelectronic changeable copy signs.
 - e. Nonilluminated awning and canopy signs.
 - f. Projecting signs.
 - g. Wall signs.
- (5) The following types of signs require a conditional use permit:
 - a. Dynamic display signs, subject to the requirements of subsection 118-339(c)(4)c.

- b. Electronic changeable copy and electronic graphic display signs, subject to the requirements of subsection 118-339(c)(3)b.
- c. Illuminated canopy and awning signs.
- d. Menu board signs subject to the requirements of subsection 118-338(g).
- e. Freeway sign subject to the following requirements:
 - 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, regardless of the length of the building frontage.
- f. Dynamic display off-premises signs on properties that are outside of the Mississippi River Critical Corridor Area (MRCCA), subject to the requirements of Section 118-338(p). 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.

SECTION 5. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

This ordinance legalizes dynamic display off-premises signs in the GB-General Business zoning district and establishes performance standards for this type of signage.

SECTION 6. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Deanna Werner, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: JANUARY 16, 2024

DEPARTMENT: Planning

Prepared By: Monika Miller, Associate Planner

ADMINISTRATOR: RG

10-C

AGENDA ITEM: 1st Reading- Ordinance Amendment Updating Zoning Standards for Permitted Encroachments, Accessory Structures, and Nonconforming Buildings

ACTIONS TO BE CONSIDERED:

Introduce for a first reading an ordinance amendment updating the zoning standards for permitted encroachments, accessory structures, and nonconforming buildings.

OVERVIEW:

Applicant

The Applicant is the City of South St. Paul. The Planning Commission initially discussed this topic at their December meeting and asked Staff to bring forward a draft ordinance for a public hearing.

Background

Throughout the year, situations arise that highlight potential improvements to the City Code. City Staff are very busy with building permits and development review during the spring and summer months and often notice then that certain code requirements are causing friction with building projects. This past construction season, the following topics were highlighted as areas where code improvements could potentially be made:

- Setback standards for some permitted encroachments, such as open decks, front yard patios, arbors and trellises, chimneys, bay windows, and air conditioning units. *The existing standards could use refinement.*
- The rules for accessory buildings in residential zoning districts. *Each property currently gets 1 detached garage and 1 “other” detached accessory building. This causes friction with many residents who want both a storage shed and a gazebo or other recreational structure. Also, the rules for pergolas are somewhat unclear and need to be refined.*
- Additions onto existing single-family, two-family, and three-family homes that have a nonconforming setback. *Currently, these additions all require a variance if they are going to have the same nonconforming setback as the existing building.*

The attached Planning Commission memo provides an in-depth analysis of these issues and walks through the proposed changes to the City Code. This memo provides a high-level summary of what the proposed ordinance amendment would accomplish.

Permitted Encroachments

Cities have setback requirements for houses, garages, and sheds to create uniform development with adequate space between structures for practicality, safety, and aesthetic reasons. Certain property features, such as decks, patios, chimneys, etc., often extend beyond the house and encroach into the yard space around a house. To legalize these features, cities adopt regulations for “permitted encroachments.” Some of the City Code’s existing standards for permitted encroachments do not align well with actual neighborhood conditions. For example, the current setback requirement for air conditioning units does not allow air conditioning units to be placed in the side yard of most residential properties so residents routinely disregard this part of the City Code. The proposed ordinance would update the setback requirements for permitted encroachments such as decks, front yard patios, chimneys, air conditioning units, bay windows and window wells to better fit South St. Paul’s development conditions.

Accessory Structures

The ordinance would make three changes to the City’s accessory structure regulations:

1. Updating the accessory structure section of the zoning code and the R-1 code to clarify setback rules and exterior building material rules for attached and detached accessory structures.
2. Clearly state the rules for pergolas in the zoning code. Currently, these rules require a lot of interpretation of related codes.
3. Increase the number of allowable accessory structures on a residential property from 2 to 3 to allow residents to have up one detached garage, one shed, and one recreational structure like a gazebo.

Additions to Nonconforming Structures

Under State Statute, nonconforming structures (“grandfathered” structures) have the right to be repaired, maintained, replaced, or improved. State Statute does not grant nonconformities any expansion rights but cities may do so if they wish. South St. Paul currently only allows nonconforming structures to be expanded if the expansion meets all zoning code requirements. In 2023, the City Council reviewed two variance requests for expansions to single family homes with a nonconforming side yard setback. In both cases, the property owners wanted to build an addition that had the same setback as their existing home and needed a variance. Both variances were approved unanimously, and the City Council stated that the City Code should be updated so this type of project no longer requires a variance.

The proposed ordinance would allow expansions to a residential structure with a nonconforming side or rear yard setback to be expanded vertically or laterally by up to 50% of the footprint of the existing building as long as a setback of at least 3 feet from a side or rear property line is maintained. Expansions that are larger than 50% of the footprint of the existing building would require a conditional use permit.

Summary of Proposed Updates

The proposed ordinance would implement the following code amendments:

- Reducing the setback requirements for air conditioning units to reflect where air conditioning units are actually placed
- Separating patios from uncovered porches, balconies, open decks, and terraces and allowing patios to encroach 6 feet forward of a residential structure regardless of the yard size.
- Updating the standards for small arbors and trellises to allow them to be used as yard decorations.
- Reducing the setback requirements for chimney and bay/bow windows to allow these architectural features on lots with small setbacks.
- Adding standards for egress window wells to codify current practices.
- Clarifying various parts of the accessory structure regulations.
- Adding stucco, brick, and stone as allowable materials for accessory structures and making it clear that a property owner can always design their accessory building to use the same siding and roofing as their existing home.
- Removing all leftover regulations for detached accessory structures that are found in the R- 1 district code.
- Codifying existing practices for regulating pergolas.
- Increasing the number of allowable detached accessory structures on a residential property from 2 to 3, subject to the additional structure being used for recreation and not storage.
- Allowing additions on to single-, two-, or three-family dwellings with a side or rear yard setback nonconformity that utilizes the nonconforming setback.

PLANNING COMMISSION REVIEW

The Planning Commission discussed the item at their December 6, 2023 meeting and provided initial feedback. The Planning Commission then held a Public Hearing on the item at their January 3, 2024 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 5-0 vote.

STAFF RECOMMENDATION:

Staff recommend the City Council introduce for a first reading an ordinance amendment updating the zoning standards for permitted encroachments, accessory structures, and expansions to nonconforming structures.

City of South St. Paul
Dakota County, Minnesota

Ordinance No. 14XX

AN ORDINANCE AMENDMENT UPDATING THE STANDARDS FOR PERMITTED ENCROACHMENTS, ACCESSORY BUILDINGS, AND SMALL ADDITIONS TO NONCONFORMING STRUCTURES

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

SECTION 1. AMENDMENT. South St. Paul City Code Section 118-273 is hereby amended as follows:

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

Pergola means a structure usually consisting of parallel colonnades supporting an open of girders and cross rafters used for recreational purposes. Attached pergolas shall be subject to the same setback requirements as attached decks while detached pergolas shall be considered detached accessory structures when determining height and setback requirements. A detached pergola shall not count towards the total limit on the number of detached accessory structures that are permitted on a property. Pergolas do count towards total lot coverage.

SECTION 2. AMENDMENT. South St. Paul City Code Section 118-273 is hereby amended as follows:

Section 118-273.- Exceptions to the minimum requirements for all districts.

(2) Permitted encroachments into required yards and setback areas.

c. In all zoning districts:

3. *Steps, stoops, and landings.* Steps, stoops and exterior landings are permitted in a front, side or rear yard and may be built up to a property line provided that all Building Code requirements are met. The Building Code may require additional setbacks for steps, stoops, and landings if they are built out of combustible materials. providing that front, side and rear setbacks of not less than five feet shall be maintained for steps constructed of combustible material. Steps constructed of noncombustible materials, such as concrete or masonry products, may be built up to the property line.
8. *Ramps and other devices in compliance with the ADA.* Ramps and other devices for access to buildings and sites by disabled persons in compliance with the American Disabilities Act may encroach into any required front, side or rear setback provided all Building Code requirements are met. The Building Code may require additional setbacks for some ramps that are built out of combustible materials. As per the Minnesota State Building Code, a

~~setback of no less than five feet shall be maintained for ramps constructed of combustible materials that are physically attached to the principal structure. Unattached combustible ramps may be built up to the side property line. Ramps construction of non-combustible materials, such as concrete or masonry products, whether attached or unattached to the principal structure, may be built up to the side property line.~~

9. Window Wells. Egress window wells may encroach up to 4 feet into a required or actual front, side or rear yard setback, subject to review and approval by the Building Official. Window wells shall not be permitted to cross property lines and may not be placed in public drainage and utility easements. Any egress window well that is closer than 2 feet to a property line must be fitted with a cover that can support at least 250 lbs. of weight.

d. In residential zoning districts (R-1, R-2, R-3, and R-4) and single-family dwellings, two-family dwellings, and three-family dwellings in the MMM1 sub-district:

1. Uncovered Porches, Balconies, Open Decks, and Terraces. ~~Uncovered patios, terraces, open decks and balconies. Uncovered patios, Uncovered porches,~~ terraces, open decks, and balconies may encroach six feet into a required front setback, four feet into a required side setback and 15 feet into a required rear setback, provided that a front setback of not less than 20 10 feet, a side setback of not less than five feet and a rear setback of not less than ten feet shall be maintained. A railing and spindles must be used around the open deck or balcony if the structure is located in a front yard or a street side yard on a corner lot, regardless of whether the Building Code would normally require this treatment for safety. If unfinished wood components are used to construct the deck or balcony, the wood must be stained, painted, or sealed. ~~Concrete and paver patios that are built flush at grade and may be built up to the side or rear property line but shall be built to ensure that drainage is directed to a public way (toward the street or alley) so that the drainage does not adversely affect a neighboring property. In no instance shall such structures cover more than 2/3 of the rear yard. If unfinished wood components are used to construct the patio, deck, or balcony, the wood must be stained, painted, or sealed.~~

2. Patios. ~~Uncovered concrete and paver patios that are built flush at grade level may be built up to the side or rear property line but shall be built to ensure that drainage is directed to a public way (toward the street or alley) so that the drainage does not adversely affect a neighboring property. In no instance shall a patio cover more than 2/3 of the rear yard. Uncovered concrete and paver patios that are built flush at grade may also encroach up to six (6) feet into any required or actual front yard.~~

32. ~~Chimneys.~~ Chimneys may encroach two feet into a required front, side, or rear setback, provided that front and rear setbacks of not less than 22 feet and a side setback of not less than ~~five-three~~ feet shall be maintained.

43. ~~Awnings.~~ Awnings may encroach three feet into a required front, side or rear setback, provided that front and rear setbacks of not less than 22 feet and a side setback of not less

than five feet shall be maintained. An awning may encroach up to six feet into a required front or rear setback and up to five feet into a required side setback when placed over steps, stoops or an exterior landing, provided that the encroachment shall not exceed eight feet in width along the wall plane and that front and rear setbacks of not less than 20 feet and a side setback of not less than five feet shall be maintained.

54. *Clothes lines.* Clothes lines and laundry drying equipment are not permitted within the front yard and shall be located only in side and rear yards. In instances where the side or rear yard abuts a public street, the required setback shall be no less than the required setback for a principal building in that zoning district.

65. *Arbors and trellises.* ~~Arbors, and trellises, or other growing support structures that do not exceed 20 square feet in area may encroach into a required or actual front, side or rear yard. Such encroachments shall not exceed 9 feet in height. Both the sides and the roof must be at least fifty (50) percent open, or, if latticework is used, shall be less than sixty (60) percent opaque. Such structures shall not be constructed out of a razor wire, chain link, chicken wire, railroad ties, utility poles, plywood, or other similar materials. Detached arbors and trellises larger than what is described above and pergolas must comply with the setback and height requirements for a detached accessory building. no larger than nine feet in height, six feet in width and three feet in depth may encroach ten feet into a required front setback, five feet into a required side setback, and 20 feet into a required rear setback, provided that a front setback of not less than 15 feet, a side setback of not less than five feet and a rear setback of not less than ten feet shall be maintained. Arbors larger than prescribed above and pergolas (which are typically larger structures than arbors) shall be required to comply with the applicable setbacks for the zoning district. A setback of not less than 15 feet shall be maintained from any public street. If unfinished wood components are used to construct the porch, the wood must be stained, painted, or sealed.~~

7-6. *Permanently installed outdoor fireplaces and barbeques.* Permanently installed outdoor fireplaces and barbeques are not permitted within the front yard and shall be located only in side and rear yards. Such features shall not encroach into the required side setbacks and may encroach up to ten feet into the required rear setback provided that a rear setback of not less than 15 feet shall be maintained. In instances where the side or rear yard abuts a public street, a setback of not less than the required front setback shall be maintained.

87. *Basketball backboards.* Basketball backboards, rims, and support structures may encroach 20 feet into required front and rear setbacks and four feet into a required side setback in the front yard, provided that front, rear, and side setbacks of not less than five feet shall be maintained. Such features may encroach on public easements of record with the written approval of the city.

98. *Other recreation equipment.* Other permanent recreational equipment and play apparatus over four feet in height are not permitted within the front yard. Such features are permitted in side

and rear yards provided that the side and rear setbacks of not less than five feet shall be maintained, including those instances where the side or rear yard abuts a public street. Such features may encroach on public easements of record with the written approval of the city.

109. *Air conditioning equipment.* ~~Air conditioning equipment may encroach into a required or actual side or rear yard.~~ Air conditioning equipment may encroach five feet into any required front yard, provided that ~~a~~ front setbacks of not less than 15 feet ~~and side setbacks of not less than five feet shall be~~ is maintained. ~~Air conditioning equipment encroaching into a front setback shall be screened by landscaping, a fence, or a wall. Air conditioning equipment encroaching into a front setback shall be screened by landscaping, a fence or a wall.~~

1140. *Bay and bow windows.* Bay and bow windows may encroach up to two feet into any required or actual front, side and rear yard setback, provided that front or rear a setback of at least 3 feet, and a side setback of a least 5 feet shall be maintained. ~~that front and rear setbacks of not less than 20 feet and a side setback of not less than five feet shall be maintained.~~

1244. *Entry vestibules.* Entry vestibules, enclosed areas that have walls, doors, windows, or screens, and are less than eight feet in width may encroach six feet into any required front and rear setback, provided that front and rear setbacks of not less than 20 feet shall be maintained. Permitted encroachments under this section shall be of high quality durable materials that are consistent with the front of the principal structure and that are consistent with the zoning regulations for the district. Roofing on these encroachments shall be asphalt shingle or standing seam metal roofing, corrugated metal or plastic are not permitted. The base of the entry vestibule, defined as the area from the floor of the entry vestibule down to grade, shall not be open; the base shall be either a masonry perimeter foundation (note: Frost footings will be required for a building permit), or be screened by a solid fascia consistent with the front of the principal structure or lattice with openings no larger than two inches by two inches and painted to be consistent with the front of the principal structure.

1342. *Porticos.* Porticos, which are small covered porches that do not have walls, doors, windows or screens, may encroach six feet into any required front setback, provided the portico is less than eight feet in width and a front setback of ten feet is maintained. No encroachment shall be allowed into a required side or rear setback. Permitted encroachments under this section shall be of high quality durable materials that are consistent with the front of the principal structure and that are consistent with the zoning regulations for the district. Roofing on these encroachments shall be asphalt shingle or standing seam metal roofing, corrugated metal or plastic are not permitted. A railing and spindles must be used around the portico. The base of the portico, defined as the area from the floor of the portico down to grade, shall not be open; the base shall be either a masonry perimeter foundation (note: frost footings will be required for a building permit), or be screened by a solid fascia consistent with the front of the principal structure or lattice with openings no larger than two inches by two inches and painted to be consistent with the front of the principal structure. If unfinished

wood components are used to construct the portico, the wood must be stained, painted, or sealed.

1413. *Covered but open porches*. Covered but open porches without walls, doors, windows or screens may encroach eight feet into any required front setback, provided that a front setback of not less than ten feet is maintained. No encroachment shall be allowed into a required side or rear setback. Permitted encroachments under this section shall be of high quality durable materials that are consistent with the front of the principal structure and that are consistent with the zoning regulations for the district. Roofing on these encroachments shall be asphalt shingle or standing seam metal roofing; corrugated metal or plastic are not permitted. A railing and spindles must be used around the covered but open porch. The base of the covered porch, defined as the area from the floor of the porch down to grade, shall not be open; the base shall be either a masonry perimeter foundation (note: frost footings will be required for a building permit), or be screened by a solid fascia consistent with the front of the principal structure or lattice with openings no larger than two inches by two inches and painted to be consistent with the front of the principal structure. If unfinished wood components are used to construct the porch, the wood must be stained, painted, or sealed.

1514. *Driveways*. A driveway may be allowed to encroach into the required two-foot setback from an adjacent property that is zoned or used for residential purposes if either of the following requirements is met:

- i. The driveway or a portion of the driveway is a shared driveway governed by an easement agreement between the two adjacent properties. The easement document must be provided to the City at the time of driveway permit application.
- ii. The driveway is accessory to a single-family dwelling, two-family dwelling, or three-family dwelling and the driveway is built to ensure that drainage is directed to a public way (toward the street or alley) so that the drainage does not adversely affect a neighboring property.

SECTION 3. AMENDMENT. South St. Paul City Code Section 118-208 is hereby amended as follows:

Sec. 118-208. - Accessory buildings and structures.

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

(b) *Number*.

- (1) All residential zoning districts: Up to ~~two~~ three (3) detached accessory structures are allowed as follows:

a. One detached garage ~~used as an accessory to the dwelling and located upon the same lot,~~ intended or capable of providing for the storage of motor vehicles and in which no business, occupation or service for profit is in any way conducted unless an interim use permit has been obtained in accordance with the standards contained in [section 118-249](#), home occupations. If there is an attached garage, a detached garage may only be allowed by conditional use permit.

b. One detached ~~shed or other accessory storage building detached accessory building or structure intended for storage (i.e. shed) the use of which is incidental to and located on the same lot as the dwelling,~~ which cannot be used as a garage.

c. One additional detached accessory building such as a greenhouse or a gazebo, which cannot be used as a garage or for storage.

(c) *Location.*

(1) All zoning districts:

a. All accessory buildings must be located on the same lot as the principal building.

b.a. No accessory building shall be located nearer to the front lot line than the principal building on that lot.

c.b. The required setbacks shall apply to all types of corner lots and accessory buildings shall adhere to any front or side setbacks as may be applicable to any principal building on such lots from both streets.

d.e. The minimum distance between the principal building and a detached accessory building shall be determined by the Minnesota State Building Code.

e.d. No detached accessory building shall be placed within ten feet of any dwelling unit on an adjacent lot.

f.e. No accessory buildings shall be located within utility and drainage easements. It is the owner's responsibility to verify the location of the property lines.

(e) *Maximum size.*

(1) Single- and two-family residential dwellings in any zoning districts:

a. Detached garages or any accessory structure intended to or capable of storing vehicles:

i. The maximum size for a garage shall be 1,000 square feet.

b. All other detached accessory buildings:

i. Structures larger than 200 square feet shall require a conditional use permit.

c. The maximum allowable size for all detached accessory buildings combined (garages and other accessory buildings) is 1,200 square feet.

(f) *Construction and finish.*

(1) All zoning districts:

a. All accessory buildings shall require a surfaced floor, except greenhouses.

b. Accessory buildings shall be anchored to a concrete slab, or otherwise securely fastened to the ground by other methods approved by the building inspection department.

c. Exterior materials and finish must match or complement the exterior finish of the principal structure in material, color and texture. Exterior surfaces of all accessory buildings shall be maintained in new or like new condition, free from cracked and peeling paint, rusting and deteriorating materials.

(2) All residential zoning districts:

a. If constructed of metal, the accessory structure shall have prefinished enamel siding and roof.

b. No galvanized siding or roofing shall be used.

c. Galvanized steel-covered pole buildings are prohibited.

d. Wood frame accessory buildings or structures shall conform to the Minnesota State Building Code and shall have one of the following types of siding: Masonite, stucco, brick, stone, shakes, redwood, exterior plywood panel, hardboard, decorative steel, decorative aluminum, vinyl, hardie-board, decorative fiberglass and/or rough-cut exterior siding, and the roofing material shall consist of asphalt shingles, standing-seam metal roofing, or when the pitch of the roof is less than 5/12, decorative rolled roofing will be permitted. In addition to the listed materials, a detached accessory building shall be permitted to match the existing siding and roofing materials of the principal structure.

(3) All other districts:

- a. In business, mixed use, and industrial districts, all accessory structures, screen walls, and exposed areas of retaining walls shall be of a similar type, quality, and appearance as the principal structure.

(g) Approvals.

(1) ~~No person, firm or corporation shall construct, erect or replace an accessory structure without obtaining the required permit. Except for in single and two family dwellings, no accessory building shall be constructed, erected or installed without approval of final site plans and building plans by the city.~~

(2) No accessory building occupying an area greater than 200 square feet shall be constructed erected or installed without a building permit issued by the city. No accessory building occupying an area of 200 square feet or less shall be constructed without a permit from the zoning administrator.

(3) No accessory building or use shall be constructed or developed on a lot prior to construction of the principal building.

(4) Two-story accessory buildings are not permitted.

(5) No accessory building or structure shall be used for living purposes as a dwelling unit.

(h) Other structures.

(1) Freestanding tents and canopies for the purpose of housing motor or recreational vehicles or storage are prohibited, except for municipal purposes in an industrial district.

(2) Fish houses shall be stored as regulated herein by the exterior storage regulations in section 118-240.

SECTION 4. AMENDMENT. South St. Paul City Code Section 118-121 is hereby amended as follows:

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

(a) Permitted Uses

(1) Accessory uses.

- a. Garages used as an accessory to the dwelling and located upon the same ~~parcel lot or an adjacent lot under single ownership~~, intended or capable of providing for the storage of motor vehicles, as regulated herein by the performance standards section 118-208. No business, occupation, or service may be conducted in any garage unless

an interim use permit has been obtained in accordance with the standards contained in section 118-249.

- b. One accessory storage building or structure, in addition to the garage, the use of which is incidental to and located on the same parcel lot as the dwelling, as regulated herein by the performance standards section 118-208.
- c. One accessory building that cannot be used as a storage building, such as a greenhouse or gazebo, as regulated herein by the performance standards section 118-208.
- de. Swimming pools and tennis courts, as regulated herein by the performance standards section.
- ed. Keeping of domestic pets.
- fe. Fences, signs, and recreation equipment, as regulated herein.
- gf. Home occupations and home offices, subject to the standards contained in section 118-249 of this Code.
- hg. A PWS antenna located entirely inside a building or structure.
- ih. Keeping of chickens as per the backyard chicken regulations found in section 15-9.
- ji. Group family day care located in a single-family dwelling or duplex serving no more than 14 children.

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

- (5) *Side yard.* There shall be a side yard of not less than five feet along each side of each building located on an interior lot having a frontage of 60 feet or less; such side yard on a lot having a frontage of more than 60 feet shall be not less than nine feet; provided, however, that the side of the house which includes an attached garage with having no basement below it may have a side yard of not less than five feet. ~~If located in the front two-thirds of the lot, and no less than three feet if located entirely within the rear one-third of the lot.~~ There shall be a side yard of not less than nine feet on the street side of any structure constructed on a corner lot. No attached garage building shall be placed within ten feet of any dwelling unit on an adjacent lot. When an alley runs parallel to a side property line, a garage with an entrance facing said alley must be set back at least eight feet from the alley right-of-way line.
- (6) *Rear yard.* Each lot shall have a rear yard of not less than 25 feet in depth, ~~except that a garage may be constructed within the 25-foot rear yard. A garage shall have a setback from the rear property line of not less than three feet unless the entrance faces an alley. If the garage entrance faces an alley, then the garage shall be set back no less than eight feet from the alley right-of-way line.~~

SECTION 5. AMENDMENT. South St. Paul City Code Section 118-65 is hereby amended as follows:

Sec. 118-65.- Nonconforming building or structure

(a) Nonconformities. Except as provided in this subsection, a ~~A~~ nonconforming building or structure shall not be added to, enlarged, or expanded in any manner unless such additions and enlargements are made to conform with all the requirements of the zoning district in which such building or structure is located.

(1) Additions to an existing single-family, two-family, or three-family dwelling with a nonconforming side lot line or rear lot line setback. An addition onto a single-family, two-family, or three-family dwelling with a side or rear property line setback nonconformity may be built with the same nonconforming setback without a variance provided:

- a. The addition does not encroach further into the required setback than the existing structure and at least a three-foot setback from the property line is maintained.
- b. The addition's footprint must not exceed 50% of the footprint of the principal structure in order to be approved administratively. An addition with a footprint that exceeds 50% of the footprint of the principal structure may be approved by conditional use permit.
- c. The addition meets all other applicable City Code requirements.

SECTION 6. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

This ordinance updates the setback standards for certain permitted encroachments, amends the number of allowable accessory buildings for residential properties, and creates language to allow small additions onto single, two-, or three-family residential properties with a side or rear yard setback nonconformity.

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

Approved: _____

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>1/3/2024</i>
Item Description: Public Hearing for an Ordinance Amendment Updating the Zoning Standards for Permitted Encroachments, Accessory Structures, and Nonconforming Buildings	Reviewed By: <i>Michael Healy, Planning Manager</i>

ACTION REQUESTED

A motion to recommend approval of an ordinance amendment which would update the zoning standards for permitted encroachments, accessory structures, and nonconforming buildings.

BACKGROUND/ DISCUSSION

Application

The Applicant is the City of South St. Paul. *The Planning Commission discussed a draft ordinance at their December 2023 meeting and directed Staff to move forward with holding a public hearing to implement the proposed ordinance.*

Review Timeline

Planning Commission/Public Hearing: January 3, 2024

Tentative City Council First Reading: January 16, 2024

Tentative City Council Second Reading: February 5, 2024

Background

Throughout the year, situations sometimes arise that highlight potential improvements to code requirements. City Staff are very busy with building permits and development review during the spring and summer months and often notice that certain code requirements are causing friction with building projects. This past construction season, the following topics were highlighted as areas where code improvements could potentially be made:

- Setback standards for some permitted encroachments, such as open decks, patios, arbors and trellises, chimneys, bay windows, and air conditioning units. *The existing standards could use refinement.*

- The rules for accessory buildings in residential zoning districts. *Each property currently gets 1 detached garage and 1 “other” detached building. This causes friction with many residents who want both a storage shed and a gazebo or other recreational structure. Also, the rules for pergolas are somewhat unclear and need to be refined.*
- Small additions onto existing single-family, two-family, and three-family homes that have a nonconforming setback. *Currently, these additions all require a variance if they are going to have the same nonconforming setback as the existing building.*

Permitted Encroachments

Cities have setback requirements for houses, garages, and sheds to create uniform development with adequate space between structures for practicality and safety reasons. Certain property features, such as decks, patios, chimneys, bay windows, air conditioning units, etc., often extend beyond the house and encroach into the yard space around a house. To legalize these features, cities typically adopt regulations for “permitted encroachments.” In South St. Paul, these regulations are listed in Section 118-273. The permitted encroachments section frequently uses the terms “required setback” and “required yards” interchangeably to refer to the front, side or rear setback that is required in the respective zoning district. The term “actual yard” refers to the physical yard space of a property.

Air Conditioning Units, Chimneys, and Trellises

Staff have noticed some inconsistencies between the code regulations about where air conditioning units, chimneys, and decorative garden trellises can be placed versus where they are actually placed on most properties. The code requires air conditioning units to be at least 5 feet away from a side property line. Most South St. Paul houses only have a 5-foot side yard setback which means that air conditioners are often placed in that 5-foot space, which is technically a code violation. Staff would like to eliminate this side yard setback requirement to make the code consistent with actual practices. Chimneys also require a 5-foot side yard setback, which again is difficult to meet as most South St. Paul houses have a 5-foot side yard setback. Staff would like to reduce the side yard setback for chimneys to 3 feet. Additionally, the code strictly regulates where small garden trellises can be placed. Small garden trellises are more of a landscaping feature than a permanent structure and many residents like to use them as decorative entry gateways for their front yards, which is technically a code violation. Staff is proposing to allow small decorative trellises to encroach into a required front, side or rear yard as long as they do not exceed 9 feet in height or 20 feet in area.

Patios

Currently, at-grade concrete and paver patios are only allowed to encroach into a “required front yard” if there is still at least a 20-foot yard between the patio and the front property line. This means that most residents with small front yards are not legally allowed to have a patio in their front yard. As a result, it is common to see front yard patios constructed unlawfully without permits.

Front yard patios are attractive and encourage neighborly interactions. Having “more eyes on the street” also serves as a deterrent to crime and makes neighborhoods safer. Staff is proposing to allow at-grade concrete and paver patios to encroach up to 6 feet into an actual front yard which means that even properties with a small front yard would be allowed to have a small patio.

Egress Window Wells and Bay Windows

The Code does not currently have clear rules for egress window wells. Staff is proposing to codify the procedures that the Planning and Zoning Department and Building Department have been using for decades. Staff would like to add egress window wells as an official “permitted encroachment” and allow them to extend 4 feet off of a house, which is the standard size for an egress window well. Egress window wells would not be allowed to encroach into drainage and utility easements or cross property lines.

Bay windows and bow windows are an architectural type of window with three panes that angle out beyond the wall of the house. Today, the code allows these windows to encroach 2 feet into a required setback as long as the house is setback at least 20 feet from the front and rear property lines and 5 feet from the side property line. This standard works for properties that were constructed with larger setbacks but prohibits properties with small setbacks from being able to make architectural upgrades. Staff is proposing to allow bay and bow windows to encroach two feet into any required or actual front, side or rear yard as long as a front or rear setback of at least 3 feet and a side setback of at least 5 feet shall be maintained.

Accessory Structures

General Accessory Structure Regulations Clean Up

Detached accessory structures are regulated in Section 118-208. Prior to 2013, accessory structure regulations were listed in each of the zoning districts where accessory structures were allowed. In 2013, when Section 118-208 was enacted, most of the provisions related to accessory structures were removed from the respective sections of the City code but a few provisions were left behind, specifically in the R-1 section. This includes the 10-foot spacing requirement between structures. Staff is proposing to clean up any remaining provisions left in the R-1 code from after Section 118-208 was enacted and clarify some of the accessory structure language in Section 118-208. These clarifications include the following:

- Clearly stating which standards apply to detached accessory structures versus attached garages.
- Adding stucco, brick, and stone as allowable siding materials for accessory buildings and making it clear that a property owner can always have their garage match their house’s siding and roofing.
- Stating that an accessory structure must be on the same lot as the principal structure. *The Code is currently written to allow a detached garage on an adjacent lot in some rare situations which is problematic from a property title standpoint and could cause zoning issues in the future.*

Number of Accessory Structures

Today, each residential property is allowed to have up to 2 detached accessory structures: one detached garage and one “other” detached structure that is not a garage. Over the summer, Staff saw an uptick in requests for backyard gazebos (detached accessory structures with a roof intended for social or recreational shelter) as several large retailers were offering heavy discounts on this type of product. Many homeowners were frustrated to find out that they were ineligible to have a gazebo because they already had a shed in their yard and could only have one “other” building.

Staff reviewed the zoning codes of several other communities and found that it is relatively common to allow properties to have up to 3 accessory structures. The proposed ordinance would update the accessory

structure standards to allow residential properties to have up to 3 detached accessory structures: one garage, one storage shed, and one other structure that cannot be used for storage (such as a gazebo or a greenhouse). The total square footage allowance for all detached accessory structures would remain unchanged at 1,200 square feet.

Codifying Standards for Pergolas

Pergolas, which are different than gazebos in that they have a mostly open roof that only provides shade, currently live in a gray area in the City Code. Some parts of the code suggest that they are accessory buildings and other parts of the code suggest otherwise. They are called out in the “permitted encroachments” section as having extra setback requirements which does not make sense since that section is intended to grant setback flexibility. The code’s inconsistencies make it unclear what rules pergolas should follow when it comes to setbacks, height rules, and lot coverage maximums. It is also unclear whether a pergola “counts” as one of the two accessory buildings or whether pergolas are something else entirely.

Over the years, Staff has worked with the City Attorney to interpret the existing code and develop standards for pergolas. Staff would like to codify those standards so that things are clearer for residents:

- Attached pergolas are treated the same as attached decks and must follow those setback requirements. They require a building permit.
- Detached pergolas require a zoning permit and are required to follow the same setback as an accessory structure but do not count towards the maximum number of detached accessory structures.
- Both attached and detached pergolas count towards the total lot coverage.

Making it Easier to Build an Addition Onto a Structure with a Setback Nonconformity

Under State Statute, nonconforming structures (“grandfathered” structures) have the right to be repaired, maintained, replaced, or improved. State Statute does not, however, grant nonconformities any expansion rights but permits cities to do so if they wish. South St. Paul currently only allows nonconforming structures to be expanded if the expansion meets all zoning requirements. This means, for instance, that an existing house with a “grandfathered” 7-foot street side yard setback cannot be expanded unless the home addition has a small jog and has a 9-foot street side setback. Historically, the City has been very generous with granting setback variances to allow home additions to maintain the same nonconforming setbacks as the original house.

The majority of South St. Paul’s residential development was constructed prior to the adoption of modern zoning standards. Approximately 33% of the housing stock was constructed before the City adopted its first zoning rules in 1948 and 75% of the housing stock was constructed prior to 1969 when the City adopted the current setback requirements. Consequently, there are a very large number of “grandfathered” buildings in South St. Paul that have setback nonconformities.

Staff reviewed the zoning regulations of several other communities with older housing stock to see how they address expansions of homes with setback nonconformities. Staff found that other communities tend to at least allow small expansions to nonconforming structures so long as the addition does not encroach further into the nonconforming setback than the existing structure. This type of approach could be

beneficial to South St. Paul and would allow good projects to move forward without needing to go through the variance process. In recent years, the Planning Commission and City Council have approved a number of variances for building additions to a home with a nonconforming setback that kept the same setback as the existing house. These variances were all approved with almost no discussion and with unanimous support which suggests that this could be an area where the Code should simply be updated to be more flexible. The City Council discussed this at a recent meeting and gave Staff clear direction that they wished to see this part of the Code updated.

The proposed ordinance would allow principal structures with a nonconforming side or rear yard setback to be expanded vertically or laterally by up to 50% of the footprint of the existing building so long as the building is at least 3 feet from a side or property line. There may be some situations that warrant a larger expansion so the draft ordinance includes language that would allow additions that exceed 50% of the footprint of the principal structure with a conditional use permit. A conditional use permit is the best way to allow these types of expansions because the tool allows the Planning Commission to review these requests on a case-by-case basis to ensure that the expansion would be consistent with the character of the surrounding neighborhood. Staff anticipate that these requests will be infrequent as there are very few properties that would be able to accommodate an expansion of this size while still meeting lot coverage and other zoning requirements.

The proposed changes to the City's nonconformity rules would allow additions to a residential dwelling with a nonconforming side or rear yard setback but would not allow the addition to deviate from any other zoning regulations without a variance. For example, if homeowner would like to construct a bedroom addition that utilizes their nonconforming side yard setback, they would be eligible to do so without a variance, but they would still need to meet all other zoning regulations, including lot coverage and building height.

Planning Commission Discussion Recap

Staff brought the item to the December 6, 2023 Planning Commission meeting for discussion. Staff requested feedback on whether the proposed standards seemed reasonable, how large of an expansion to a nonconforming structure the Planning Commission would be ok with, and whether a grandfathered accessory structure should be eligible for expansion. The Planning Commission shared that they were in favor of the updates to the standards for permitted encroachments and for increasing the number of accessory structures from 2 to 3. For principal structures with a side or rear yard setback nonconformity, the Planning Commission encouraged staff to draft standards that would allow for reasonable expansions of nonconforming structures while keeping some type of cap on the size of the expansion.

Summary of Proposed Updates

The proposed ordinance would implement the following code amendments:

- Codifying existing practices for regulating pergolas.
- Separating patios from uncovered porches, balconies, open decks, and terraces and allowing patios to encroach 6 feet forward of a residential structure regardless of the yard size.
- Updating the standards for small arbors and trellises to allow them to be used as yard decorations.
- Reducing the setback requirements for air conditioning units to reflect what residents are actually doing.

- Reducing the setback requirements for chimney and bay/bow windows to allow these architectural features on lots with small setbacks.
- Adding standards for egress window wells to codify current practices.
- Increasing the number of allowable detached accessory structures on a residential property from 2 to 3, subject to the additional structure being used for recreation and not storage.
- Clarifying various parts of the accessory structure regulations.
- Adding stucco, brick, and stone as allowable materials for accessory structures and making it clear that a property owner can always design their accessory building to use the same siding and roofing as their existing home.
- Removing all leftover regulations for detached accessory structures that are found in the R- 1 district code.
- Allowing additions on to single-, two-, or three-family dwellings with a side or rear yard setback nonconformity that utilizes the nonconforming setback.

Staff Recommendation

Staff recommend the Planning Commission recommend approval of the proposed ordinance, either as presented or with amendments.

Required Action

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

- Approval. If the Planning Commission wishes to recommend approval of the proposed ordinance, the following action should be taken:
 - Motion to recommend approval of the ordinance amendment updating the zoning standards for permitted encroachments, accessory structures, and expansions onto single-, two-, or three family homes with a nonconforming side or rear yard setback.
- Denial. If the Planning Commission wishes to recommend denial of the proposed ordinance, the following action should be taken.
 - Motion to recommend approval of the ordinance amendment updating the zoning standards for permitted encroachments, accessory structures, and expansions onto single-, two-, or three family homes with a nonconforming side or rear yard setback.

ATTACHMENTS

- Example of a Decorative Trellis That is Technically a Code Violation
- Pergola Versus Gazebo Photos
- Examples of Recently Approved Additions to Nonconforming Structures
- Excerpts of Nonconforming Structure Regulations in Other Cities

ATTACHMENT A
EXAMPLE OF A DECORATIVE TRELLIS THAT IS TECHNICALLY A CODE VIOLATION

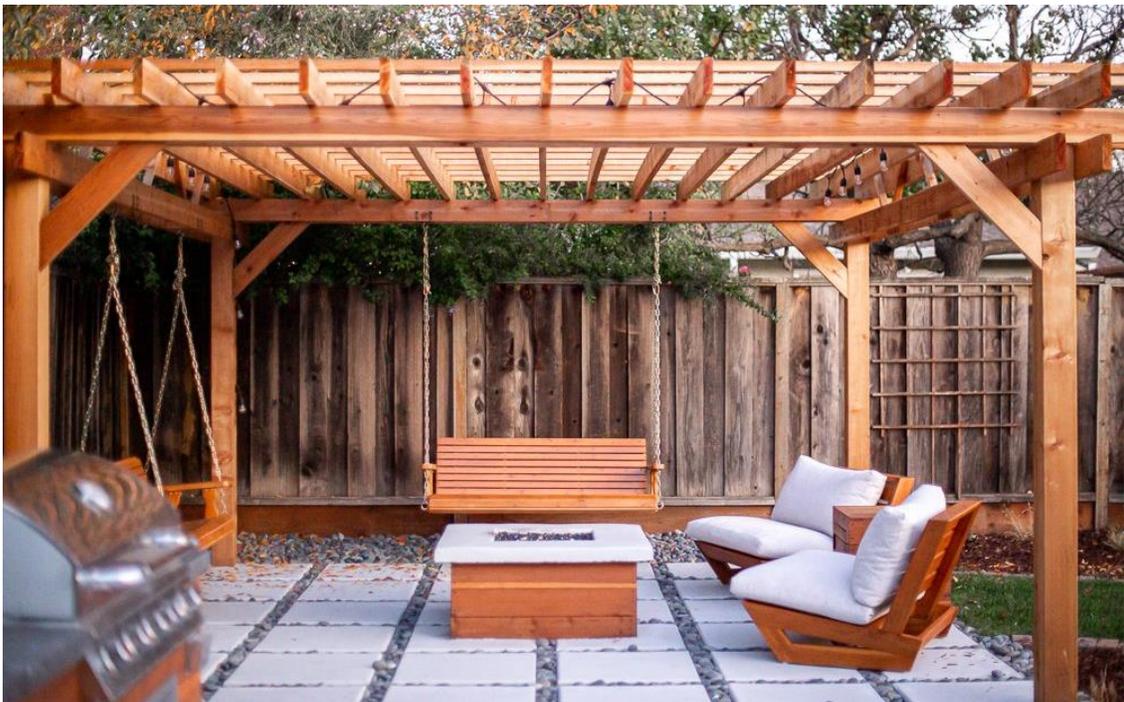


Trellises are technically only allowed in front yards if kept at least 15 feet from the front property line

**ATTACHMENT B
PERGOLA VERSUS GAZEBO PHOTOS**

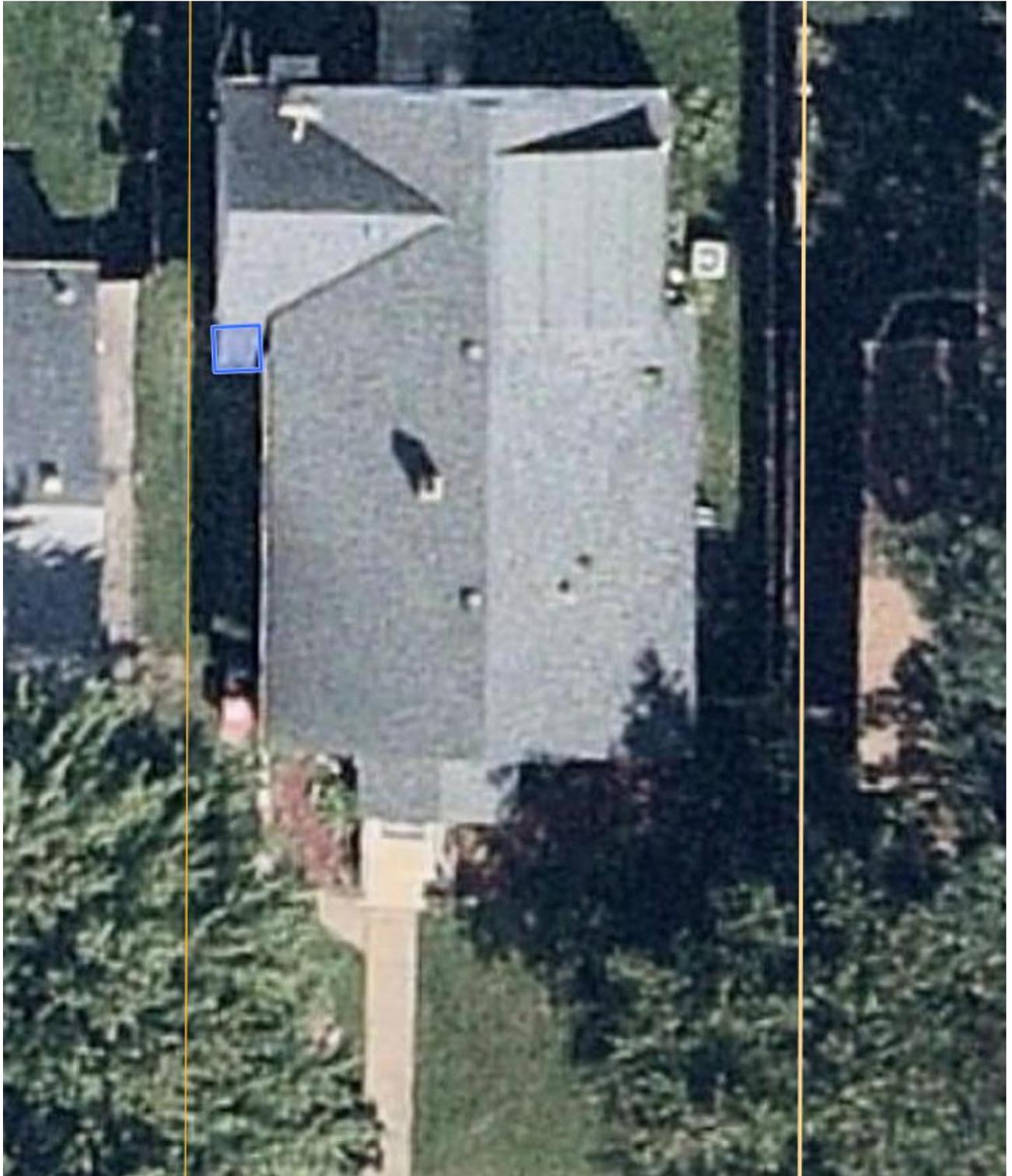


Example of a gazebo (covered roof)

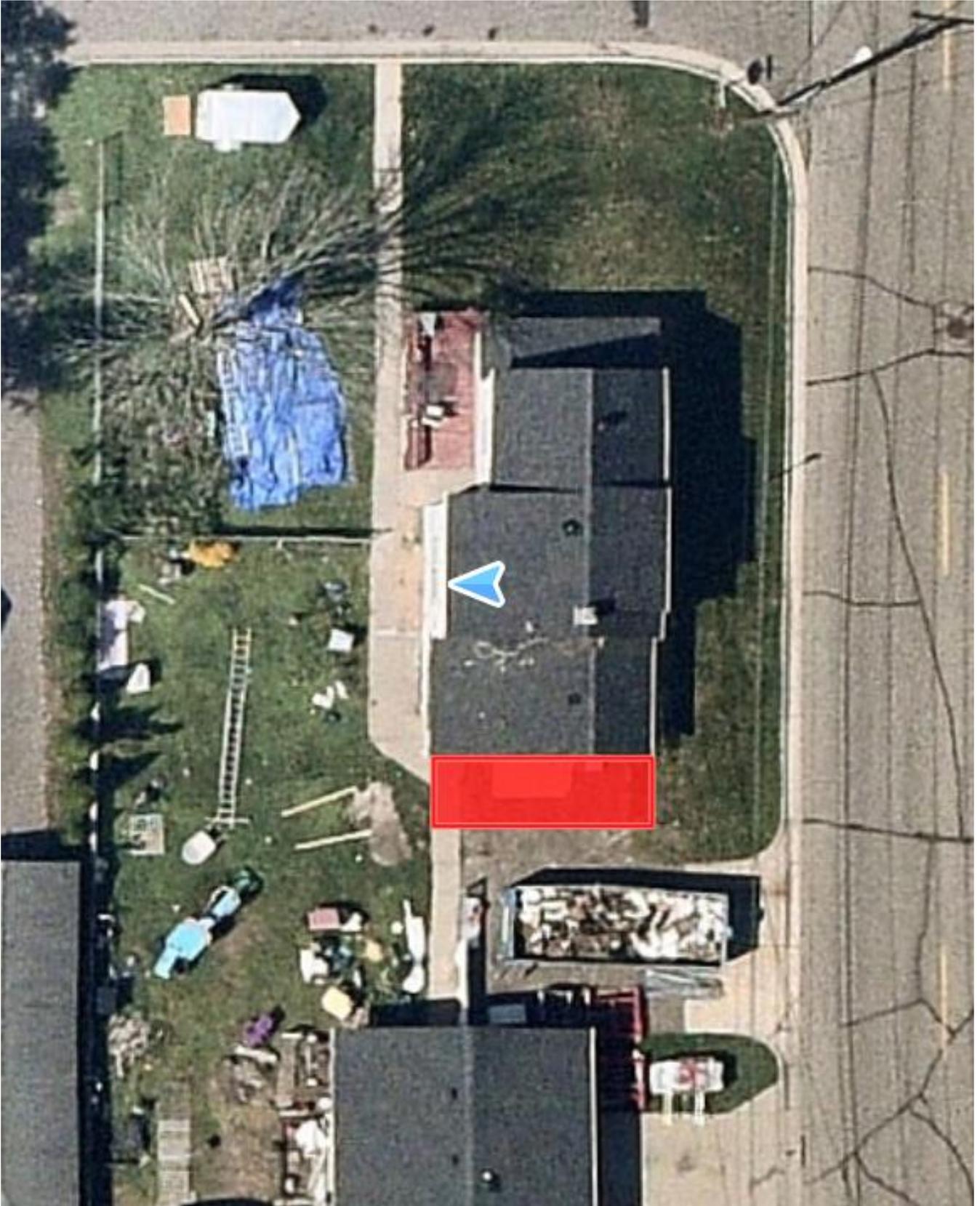


Example of a pergola (open roof)

ATTACHMENT C
EXAMPLES OF RECENTLY APPROVED ADDITIONS TO NONCONFORMING STRUCTURES



9 Square Foot Addition Within Roofline of Existing Building at 151 Richmond Street East



114 Square Foot Kitchen Addition Off Rear of House at 256 14th Avenue North

ATTACHMENT D
EXCERPTS OF NONCONFORMING STRUCTURE REGULATIONS IN OTHER CITIES

➤ ***City of Richfield***

Section 509.25.- Nonconformities

Subd. 5. Enlargement of nonconforming structures.

- a) Except as noted below, a nonconforming building or structure occupied by a conforming use may not be expanded or altered in any way so as to increase that nonconformity. Expansions that meet all applicable city code requirements are permitted.
- b) A legally nonconforming single- or two-family dwelling or garage which existed on or before June 1, 1995, which is occupied by a conforming use, and which does not meet current setback requirements can be expanded up to 100 percent of the floor area of the existing structure, as long as the following conditions are met:
 - i. The expansion does not extend any farther into the required setback than the existing structure;
 - ii. The existing structure does not infringe on the setback more than 50 percent of the required setback distance; and
 - iii. The expansion meets all other applicable city code requirements. (Added, Bill No. 1998-13)

➤ ***City of Stillwater***

Sec. 31-216.- Nonconforming uses or structures.

Any nonconformity, including the lawful use or occupancy of land, buildings, structures, or premises existing at the time of the adoption of an additional control under this Chapter 31, may be continued (including through repair, replacement, restoration, maintenance, or improvement, but not including expansion) unless:

(d) The enlargement of a structure is not considered an expansion of the nonconformity as long as it does not expand, increase, enlarge or make the extent of the nonconformity more severe.

➤ ***City of Edina***

Sec. 36-1270. Nonconforming uses, buildings and lots.

(a) *Nonconforming buildings.*

(1) *Alterations, additions and enlargements.*

- a. A nonconforming building, other than a single dwelling unit building, shall not be added to or enlarged, in any manner, or subjected to an alteration involving 50 percent or more of the gross floor area of the building, or 50 percent or more of the exterior wall area of the building, unless such nonconforming building, including all additions,

alterations and enlargements, shall conform to all of the restrictions of the district in which it is located. The percentage of the gross floor area or exterior wall area subjected to an alteration shall be the aggregate percentage for any consecutive three-year period.

- b. Alternate setbacks. An addition to a single dwelling unit building with a nonconforming setback, or an addition to a structure accessory to a single dwelling unit building with a nonconforming setback, may be constructed within the existing nonconforming setback, which is the shortest distance from the applicable lot line to the existing structure, subject to the following limitations:
 1. The addition shall not exceed the existing square footage encroachment into the nonconforming setback or 200 square feet, whichever is less; and
 2. The addition may only be constructed on the same floor as the existing encroachment into the nonconforming setback.

➤ ***City of Hopkins***

Section 102-1540- Nonconforming Structures

(c) Alterations and Expansions

Alterations, including enlargements and expansions, are prohibited unless the proposed alteration or expansion complies with all applicable building siting and height regulations, and does not increase the extent of the existing nonconformity. A building with a nonconforming side setback, for example, may be expanded to the rear as long as the expansion complies with applicable rear setbacks and all other building siting and height regulations. On the other hand, building additions on the side, may not increase or extend the side setback nonconformity.

➤ ***City of Saint Paul***

Sec. 66.105.- Nonconforming Structures with conforming uses.

Nonconforming structures with conforming uses are subject to the following provisions:

(b) A nonconforming structure may be physically expanded or altered so long as such expansion or alteration does not increase its nonconformity and the use in the expanded or altered area of the structure meets any zoning separation requirement. A structure with a nonconforming setback shall not be expanded horizontally or vertically within the setback area, with the exception that an addition to a one- or two-family dwelling may be built along an existing nonconforming side setback line providing:

- (1) The addition is on the back of the building or fills in a jog on the side of the building, does not alter the front facade, and does not create a building height greater than twenty-two (22) feet; and
- (2) The footprint of the addition does not exceed two hundred fifty (250) square feet; and
- (3) The roof pitch on the front third of the building is not altered.

➤ *City of Minneapolis*

Sec 531.30- Establishment of nonconforming rights; certificate of nonconforming use

(2) Nonconforming structures. Where an application seeks a nonconforming use certificate to establish the legal nonconforming status of a structure only, or a use nonconforming as to parking only, and not to establish the legal nonconforming status of any use, the zoning administrator may issue or deny such certificate upon review of a certified survey, building permits, or other documentation deemed necessary or sufficient by the zoning administrator.

a. Single-, two-, and three-family dwellings nonconforming as to side and rear yards only. A single-, two-, or three-family dwelling nonconforming as to side and rear yards only shall have all the rights of a conforming structure, provided the structure is located not closer than three (3) feet from the side and rear lot line, and provided further that the structure shall not be enlarged, altered or relocated in such a way as to increase its nonconformity. For the purposes of this section, the extension of a single- or two-family dwelling along the existing setback or the addition of a second story or half-story shall not be considered as increasing its nonconformity, provided the portion of the structure within the required side or rear yard comprises at least sixty (60) percent of the length of the entire structure, and provided further that the structure shall not be enlarged, altered or relocated within the required front yard and all other requirements of this zoning ordinance are met. If substantial alteration of a single- or two-family dwelling results in demolition of the structure, the entire structure shall be subject to the yard requirements applicable to a new structure, except as authorized by section 531.40 related to buildings that are damaged or destroyed.

➤ *City of Hastings*

Section 155.06 Nonconforming Lots, Uses of Land, Structures, Uses of Structures and Premises, Characteristics of Use

D. Nonconforming Structures. Where a lawful structure exists at the effective date of adoption or amendment of this chapter that could not be built under the terms of this chapter because of restrictions on area, lot coverage, height, yards, its location on the lot, or other requirements concerning the structure, the structure may be continued while it remains otherwise lawful, subject to the following provisions.

1. No nonconforming structure may be enlarged or altered except as follows:
 - a. A structure or portion thereof may be altered to decrease its nonconformity.
 - b. A nonconforming structure may be expanded provided it does not exceed beyond the Established Structure Setback.



CITY COUNCIL AGENDA REPORT

DATE: JANUARY 16, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: RG

10-D

AGENDA ITEM: Second Reading- Ordinance Amendment Updating Truck and Trailer Parking Regulations

ACTION TO BE CONSIDERED:

Motion to approve Ordinance 1417 updating truck and trailer parking regulations.

OVERVIEW:

Application

The Applicant is the City of South St. Paul. The ordinance was introduced for its first reading at the December 18th City Council meeting.

Background

City Staff have been receiving complaints about tractor-trailers and other large commercial vehicles being parked on public streets as well as complaints about tractor-trailers and large commercial vehicles being parked long-term on private properties in commercial-retail and residential areas. According to MnDOT, the Twin Cities region has a truck parking shortage and there is some nuance to this policy issue. Neighboring communities including Minneapolis, Saint Paul, and West St. Paul have recently adopted new ordinances which ban large trucks from parking on any public street unless they are actively being loaded or unloaded. Because so many neighboring communities are imposing truck parking bans, South St. Paul likely needs to adopt new restrictions or city streets could be negatively impacted by residents of those other communities who are seeking a free place to park their large commercial vehicles overnight.

SSP's Existing Rules for Truck Parking

The following is a summary of SSP's existing rules for truck parking on public streets:

- SSP defines a “truck” as being a tractor, truck-tractor, a trailer, a semitrailer, or a bus as defined in Minnesota Statute § 327.14(2). The City Code specifically states that pickup trucks with a gross weight not exceeding 10,000 pounds and recreational vehicles are not included in the definition.
- Truck parking IS NOT allowed on a public street if it is adjacent to a residence or a property that has R-1, R-2, R-3, or R-4 zoning unless the truck is being actively loaded or unloaded or is transacting business at an adjacent property.
- Truck parking IS allowed on a public street if it is adjacent to a property that does not contain a residence and the property has C-1, GB, CGMU, MMM, I, or I-1 zoning.

- There is a citywide rule that no vehicle of any kind can be parked on a public street for longer than 20 hours without being moved and this rule also applies to all types of trucks and trailers. This rule is enforced by the Police Department, generally only in response to complaints.

The following is a summary of SSP's existing rules for truck parking on private properties:

- Only “passenger vehicles” may be parked on properties that contain residential uses and the City Code defines what a passenger vehicle is:

Passenger vehicle means any motor vehicle designed and used for carrying not more than 15 individuals, including the driver. A passenger vehicle includes a pickup truck, van and self-propelled recreational vehicle for use on the public streets or highways. A passenger vehicle does not include a bus, school bus, commuter van, box truck, semitractor, farm truck, or a vehicle designed to operate exclusively on a railroad track.

- For nonresidential private properties, including churches and schools in residential zoning districts, the City Code does not have any restrictions on what types of commercial vehicles can be parked as long as they are on a legal parking surface.
- There is no time limit for how long a vehicle can be parked outdoors on a private property as long as it is licensed and operable.
- Recreational vehicles and camper trailers are not considered trucks even if they are very large. Recreational vehicles have their own regulations and are generally allowed on private properties in residential areas with few restrictions.

Issues Identified by the City Council in Previous Discussions

The City Council directed Staff to prepare an ordinance that would address the following issues:

1. The parking of large commercial trucks and trailers on public streets “up the hill” is seen as a nuisance that should not be allowed at all. The same goes for Concord Exchange and Concord Street North.
2. There have been complaints about large commercial vehicles being parked overnight on public streets in the industrial park and the general business area along Villaume Avenue. Some adjacent businesses see this as a nuisance as the trucks narrow the street and take up parking spaces.
3. Semi-trucks have occasionally been parked long-term in private parking lots on Concord Exchange. The City Council views this as a nuisance and believes that this is not the look that a retail street should have. There is a general feeling that private parking lots on Concord Exchange, Southview Boulevard, and Marie Avenue need to have a firm rule that prohibits independent owner operators and other owners of large commercial vehicles from leasing a parking spot to store their large vehicle.
4. The City Council feels that some residents are storing overly large utility trailers and camper trailers on neighborhood streets and creating a nuisance. They want restrictions on how long and wide a trailer can be if it is parked on a public street in front of a house.

Summary of Proposed Ordinance

The proposed ordinance would do the following:

1. The City Code already bans the parking of trucks on public streets that are next to a residence or next to a property with residential zoning unless the truck is picking something up, dropping something off, or delivering a service. The proposed ordinance would expand this total ban on truck parking to cover all parking on public streets west of Concord Street as well as all parking on public streets that are north of Grand Avenue. This would cover the entire part of the city that is “up the hill.”
2. Any public street not subject to the total ban on parking trucks will instead be subject to a ban on overnight parking of large trucks. Citywide, no large trucks will be allowed to be parked on public streets between 10 PM and 6 AM unless they are being actively loaded or unloaded or delivering a service. This will include all streets in the Bridgepoint Business Park. The City will define a large truck as any truck with a Gross Vehicle Weight Rating (GVWR) of more than 26,000 pounds. Neighboring communities are also using 26,000 pounds as their cutoff.
3. There will be size restrictions for trailers that are parked on public streets adjacent to any residence or any property that is west of Concord Street or north of Grand Avenue. These rules will not apply to a trailer that is being loaded or unloaded or delivering a service:
 - i. The trailer cannot be more than 23 feet long.
 - ii. The trailer cannot be wider than 8 feet. If there is a striped parking lane, no part of the trailer can extend into the traffic lane.
4. Trailers parked on a public street next to a residence that are not providing services to a nearby property cannot have exterior storage other than a boat, snowmobile, or similar recreational vehicle.
5. There will be new restrictions on parking large trucks and commercial vehicles outdoors in the parking lots of some private properties. These rules will not apply to indoor parking, loading and unloading activities, or to vehicles that are parked temporarily for construction projects.
 - Vehicles with a gross weight of over 15,000 pounds cannot be parked outdoors in parking lots in the C-1 Retail Business district (i.e. Southview Boulevard and Marie Avenue).
 - Vehicles with a gross weight of over 15,000 pounds cannot be parked outdoors in parking lots of churches and schools in residential areas. This would also cover the Croatian Hall’s parking lot which is in a residential area.
 - Vehicles with a gross weight of over 26,000 pounds cannot be parked outdoors in parking lots in the CGMU zoning district on Concord Exchange. *There will be a conditional use permit option for businesses such as breweries and grocery stores which may need a large commercial vehicle that exceeds the weight limit as part of their business operation.*

DISCUSSION

Staff believes that the proposed ordinance is the best way to address the concerns that the City Council raised during Worksessions earlier this year. The proposed ordinance does two separate things:

1. It establishes new regulations for street parking.
2. It establishes new regulations for some private parking lots.

The Planning Department has been working with the Police Department to update the street parking ordinance since it is ultimately police officers who will be enforcing this ordinance by writing parking tickets and having vehicles towed. The Police Department requested that the street parking ordinance be written in layman's terms and generally not include references to zoning districts. That is why the ordinance is written to talk about "residences" versus non-residential properties and why it uses geographic references such as "west of Concord" instead of listing out rules based on zoning districts.

PLANNING COMMISSION PUBLIC HEARING AND RECOMMENDATION:

The Planning Commission held a public hearing for the proposed ordinance at their December 6th meeting. There was a lively discussion regarding parking regulations, but the consensus was that the proposed ordinance is a big step in the right direction. The Planning Commission did ask Staff to confirm that the proposed ordinance would not affect the exterior parking of the School District's band trailer and bike trailer which are stored in a parking lot at Lincoln Center. Both of these trailers have a GVWR of less than 15,000 pounds so they will continue to be allowed to be parked outside.

The Planning Commission recommended approval with a 5-0 vote.

STAFF RECOMMENDATION:

A first reading was held on December 18, 2023. Staff recommends the City Council approve Ordinance 1417.

ATTACHMENTS

- A. RELEVANT EXISTING CITY CODES**
- B. GRAPHIC SHOWING TRUCK TYPES BY GROSS VEHICLE WEIGHT RATING**
- C. PHOTOGRAPHS OF 23-FOOT-LONG TRAILERS**
- D. CITY OF SAINT PAUL TRUCK PARKING ORDINANCE**
- E. ZONING MAP**

ATTACHMENT A RELEVANT EXISTING CITY CODES

Sec. 58-98. Length of parking.

A vehicle may not be upon any street in any one place for a longer continuous period than 20 hours.

Sec. 58-102. Truck parking restricted.

- (a) *General rule.* A person may not park a truck upon the public streets adjacent to any residence or any property zoned dwelling district or multiple dwelling district except for the purpose of loading or unloading, or transacting business at such residence or any residence in proximity thereto and then only for such period of time as is necessary to load or unload or to transact such business. As used in this section, the term "truck" means a truck, a tractor, a truck-tractor, a trailer, a semitrailer and a bus as those respective terms are defined in Minn. Stat. ch. 168. The term "truck" does not mean a trailer coach as defined in Minn. Stat. § 327.14(2), and does not mean a single unit truck with an unenclosed box (generally referred to as a pickup truck) having a gross weight not exceeding 10,000 pounds. As used in this section, the term "residence" means a building or structure used or occupied as a single-family dwelling, a two-family dwelling, or a multiple dwelling, and the land used in connection therewith.
- (b) *Curb and street.* A person may not park a tractor, truck-tractor, or semitrailer between the curb, or curblin in case there is no curb, and the street right-of-way line in any dwelling or commercial district, except for the purpose of loading or unloading and then for only such reasonable time as is necessary to load or unload.

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

Exterior storage (including open storage) means the storage of goods, materials, equipment, manufactured products and similar items not fully enclosed by a building.

Oversized recreational vehicle means any recreational vehicle 23 feet or more in length or 9,000 pounds or more in empty weight.

Passenger vehicle means any motor vehicle designed and used for carrying not more than 15 individuals, including the driver. A passenger vehicle includes a pickup truck, van and self-propelled recreational vehicle for use on the public streets or highways. A passenger vehicle does not include a bus, school bus, commuter van, box truck, semitractor, farm truck, or a vehicle designed to operate exclusively on a railroad track.

Recreation equipment means play apparatus such as swing sets and slides, sandboxes, poles for nets, unoccupied boats and trailers not exceeding 25 feet in length, picnic tables, lawn chairs, barbecue stands, and similar equipment or structures, but not including tree houses, swimming pools, playhouses exceeding 25 square feet in floor area, or sheds utilized for storage of equipment.

Recreational vehicle means any self-propelled vehicle or any vehicle drawn by a self-propelled vehicle which is used for recreational or vacation activities and is not used as the residence of the owner or occupant. Recreational vehicles include, but are not limited to, snowmobiles, trail bikes or other all-terrain vehicles, hovercrafts, trailers, campers, motor homes, tent trailers, boats, personal watercrafts or motor vehicles licensed for highway operation which are being used for off-road recreational purposes.

Sec. 118-352. General provisions.

- (d) *Use of parking facilities.* Off-street parking facilities accessory to residential uses shall be utilized solely for the parking of passenger vehicles. Under no circumstances shall require parking facilities accessory to residential structures be used for the parking of employees, owners, tenants, or customers of off-premises business or manufacturing establishments.

**ATTACHMENT B
GRAPHIC SHOWING TRUCK TYPES BY GROSS VEHICLE WEIGHT RATING**



**ATTACHMENT C
PHOTOGRAPHS OF 23-FOOT-LONG TRAILERS**

The proposed ordinance would prohibit any trailer that is 23 feet or more in length from being parked on a public street “up the hill” unless it is being actively loaded or unloaded. Here are photographs of 23-foot-long trailers:





ATTACHMENT D
CITY OF SAINT PAUL'S TRUCK PARKING ORDINANCE

Sec. 157.11. Parking for larger vehicles.

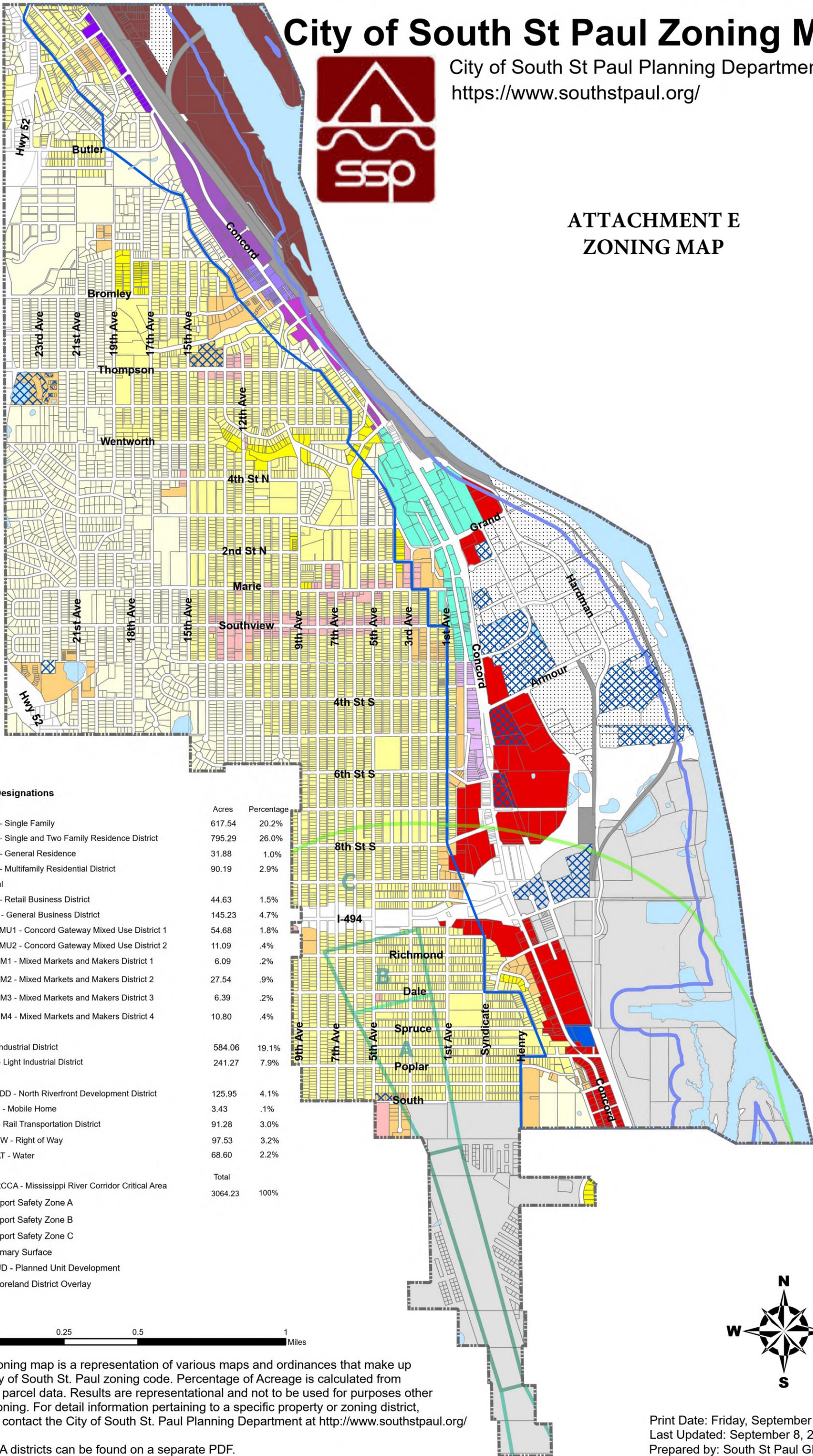
- (a) *Recreational vehicles.* No vehicle or combination of vehicles that is twenty-two (22) feet or more in length and seven (7) feet or more in width, measured between the two (2) most widely separated points or proportions on either side of such vehicle or combination of vehicles, shall be parked on any street or alley for more than thirty (30) minutes. Exceptions to this prohibition include any vehicle or combination of vehicles that is licensed under chapter 331A.04(d)(17) as a mobile food vehicle, or those registered as recreational vehicles pursuant to Minnesota Statutes, section 168.013, subdivision 1g.
- (b) *Garbage, rubbish or recycling trucks.* No vehicle designed, used or maintained for the transportation of garbage or rubbish, or recyclable material as defined in St. Paul Legislative Code Chapter 408, whether licensed or unlicensed, shall be parked or left standing on any private property, street or alley for more than thirty (30) minutes.
- (d) *Commercial vehicles.*
 - (1) For the purposes of this section, "commercial" and "overweight" vehicles are defined under Legislative Code section 151.02.
 - (2) No commercial or overweight vehicle shall be parked overnight or stored on property zoned residential or occupied exclusively as residential.
 - (3) a. No vehicle or hitched or unhitched combination, with or without load, which weighs more than ten thousand (10,000) pounds or is registered for a gross weight of more than twelve thousand (12,000) pounds, nor any commercial vehicle, other than an agricultural vehicle permitted under chapter 165, shall be permitted to stop, stand, or park on any street or alley, which is within or abutting, including across a street or alley, from any residential or traditional neighborhood zoning district, as defined in Legislative Code section 60.301, unless such vehicle is actually and expeditiously engaged in the loading or unloading of passengers or materials from the vehicle, or is actually engaged in the providing of services at that location, or is in compliance with official traffic-control devices, the direction of a police officer, or unless otherwise provided by law.
 - b. No vehicle or hitched or unhitched combination, with or without load, which weighs more than twenty-six (26,000) pounds or is registered for a gross weight of more than twenty-six thousand (26,000) pounds shall be permitted to stop, stand, or park on any street or alley unless such vehicle is actually and expeditiously engaged in the loading or unloading of passengers or materials from the vehicle, or is actually engaged in the providing of services at that location, or is in compliance with official traffic-control devices, the direction of a police officer, or unless otherwise provided by law.
- (4) *Exception for school bus.* A school bus driver may park a school bus at the curb abutting the driver's residential property or on the driver's residential property, said property being the address on the driver's Minnesota driver license, for up to a maximum four-hour period, which is within or abutting, including across a street or alley, from any residential zoning district.
- (5) *Tow and impound authorized.* Any vehicle parked in violation of paragraphs 3(a) and 3(b) this section is illegally parked and unauthorized, and may be cited and immediately towed and impounded pursuant to the written report of a peace officer or parking enforcement officer. Any violation of the terms of section 157.11(d) shall be subject to a fine in the amount of one hundred and fifty dollars (\$150) from January 1, 2024, through June 30, 2024, and two hundred and fifty dollars (\$250) thereafter.
- (e) No person may leave or park a trailer, including cargo or utility trailers, campers, and boat trailers, on any street or alley unless connected to a motor vehicle capable of drawing or transporting the trailer on the same block for more than forty-eight (48) consecutive hours. Unattached trailers parked in violation of this provision are illegally parked and unauthorized, and may be cited and immediately towed and impounded pursuant to the written report of a peace officer or parking enforcement officer.

City of South St Paul Zoning Map

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

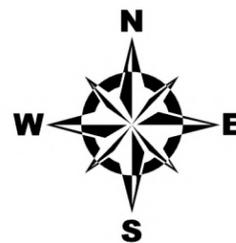
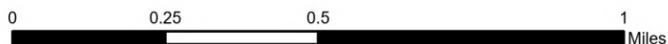


ATTACHMENT E ZONING MAP



Zoning Designations

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



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

MRCCA districts can be found on a separate PDF.

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

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

Ordinance No. 1417

**AN ORDINANCE AMENDMENT UPDATING TRUCK AND TRAILER PARKING
REGULATIONS**

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

SECTION 1. AMENDMENT. South St. Paul City Code Section 58-102 is hereby amended as follows:

Sec. 58-102. Truck and trailer parking restricted on public streets.

- (a) *General rule.* A person may not park a truck upon the public streets adjacent to any residence or adjacent to any property that is located west of Concord Street or north of Grand Avenue zoned dwelling district or multiple dwelling district except for the purpose of loading or unloading, or transacting business at an adjacent property such residence or any residence in proximity thereto and then only for such period of time as is necessary to load or unload or to transact such business. As used in this section, the term "truck" means a truck, a tractor, a truck-tractor, a trailer, a semitrailer and a bus as those respective terms are defined in Minn. Stat. ch. 168. The term "truck" does not mean a recreational camping vehicle trailer coach as defined in Minn. Stat. § 327.14(2), and does not mean a single unit truck with an unenclosed box (generally referred to as a pickup truck) having a gross weight not exceeding 10,000 pounds, or a trailer having a gross weight not exceeding 10,000 pounds. As used in this section, the term "residence" means a building or structure used or occupied as a single-family dwelling, a two-family dwelling, a three-family dwelling, or a multifamily multiple dwelling, and the land used in connection therewith.

(1) Overnight Truck Parking Restricted for All Public Streets Not Covered by the General Rule. No "truck," as defined above, which weighs more than twenty-six (26,000) pounds or is registered for a gross weight of more than twenty-six thousand (26,000) pounds shall be permitted to stop, stand, or park on any public street between the hours of 10 PM and 6 AM unless such vehicle is actually and expeditiously engaged in the loading or unloading of passengers or materials from the vehicle, or is actually engaged in the providing of services at that location, or is in compliance with official traffic-control devices, the direction of a police officer, or unless otherwise provided by law.

- (b) *Curb and street.* A person may not park a tractor, truck-tractor, or semitrailer between the curb, or curblin in case there is no curb, and the street right-of-way line in any dwelling or

commercial district, except for the purpose of loading or unloading and then for only such reasonable time as is necessary to load or unload.

(c) Additional Rules for Trailers. The following additional regulations shall govern the parking of trailers on public streets, including utility trailers, camper trailers, and boat trailers:

- (1) No trailer, whether hitched to a vehicle or unhitched, shall be parked upon the public streets adjacent to any residence or any adjacent to any property that is located west of Concord Street or north of Grand Avenue if the trailer is more than 23 feet in length or more than 8 feet in width, measured between the two most widely separated points or proportions on either side of such trailer. On a street with a striped parking lane, the trailer must be parked wholly within the striped parking lane and no part of the trailer may extend into a traffic lane.
- (2) Exterior storage of items on a trailer parked on the public streets adjacent to any residence or any property with R zoning other than a boat, snowmobile, ATV, or similar recreational vehicle is prohibited.
- (3) The provisions listed above shall not apply to:
 - a. A mobile food unit which has a current license from the appropriate state regulatory authority when the mobile food unit is parked on a public street while actively operating.
 - b. A trailer that is being lawfully used for short-term storage in accordance with a permit granted under Section 118-240(d).
 - c. A trailer that is engaged in the loading or unloading of materials or is transacting business at an adjacent property, only for such period of time as is necessary to load or unload or to transact such business.
 - d. A trailer that is in compliance with official traffic-control devices or the direction of a police officer.

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

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

(g) Parking.

- (1) Parking for residential units in the CGMU district shall be provided on site, and shall be calculated as required under article VII of this chapter. The residential parking spaces shall be specifically reserved for the use of residents and visitors only, separate from any commercial, office, or other uses on site or nearby, and shall not be counted as part of any shared parking or joint parking arrangement. Parking in driveways at the

rear of townhomes may be counted towards the requirements of this regulation if it does not interfere with other traffic movement.

- (2) Parking for nonresidential uses shall be as required under article VII of this chapter. If present, on-street parking directly in front of a given building or lot shall count toward fulfilling the total parking requirement.
- (3) On-grade parking is prohibited in the front yard directly in front of a building. Parking shall be provided to the side or rear of buildings in midblock areas.
- (4) In the CGMU-1 subdistrict where parking fronts a public street, the maximum parking lot width shall be 65 feet measured at the lot frontage.
- (5) In the CGMU-2 subdistrict where parking fronts a public street, the maximum parking lot width shall be 130 feet, measured at the lot frontage.
- (6) Parking shall be prohibited within 50 feet of the intersection of any public streets within the CGMU district.
- (7) For all properties west of Concord Street, outdoor parking of trucks and commercial vehicles in off-street facilities that are accessory to non-residential uses shall be limited to vehicles of not more than 26,000 pounds gross vehicle weight unless otherwise allowed by conditional use permit. Such a conditional use permit shall be subject to the following:
 - a. The vehicle(s) must be accessory to a principal use taking place at the subject property and that use must be allowed in the CGMU zoning district. The outdoor storage of large trucks and commercial vehicles owned by members of the general public is prohibited.
 - b. The conditional use permit may limit the number and size of vehicles to be parked and may specify where they will be located on the property. Screening and landscaping improvements may be required when practical.

SECTION 3. AMENDMENT. South St. Paul City Code Section 118-8 is hereby amended as follows:

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

Oversized recreational vehicle means any recreational vehicle more than 23 feet in length or more than 9,000 pounds in empty weight. ~~23 feet or more in length or 9,000 pounds or more in empty weight.~~

SECTION 4. AMENDMENT. South St. Paul City Code Section 118-125 is hereby amended as follows:

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

(h) *Trash or garbage disposal.*

(i) *Truck and commercial vehicle parking for nonresidential uses. Outdoor parking of trucks and other commercial vehicles shall be limited to operable, single rear axle vehicles of not more than fifteen thousand (15,000) pounds gross vehicle weight.*

(j) *Prohibited uses.*

SECTION 5. AMENDMENT. South St. Paul City Code Section 118-352 is hereby amended as follows:

Sec. 118-352. General provisions.

(d) *Use of parking facilities.*

(1) *Residential Uses.* Off-street parking facilities accessory to residential uses shall be utilized solely for the parking of passenger vehicles. Under no circumstances shall required parking facilities accessory to residential structures be used for the parking of employees, owners, tenants, or customers of off-premises business or manufacturing establishments.

(2) *Truck and Commercial Vehicle Parking for Nonresidential Uses.*

- a. *Off-street parking facilities that are accessory to a nonresidential use in a residential zoning district shall be limited to operable, single rear axle vehicles of not more than fifteen-thousand (15,000) pounds gross vehicle weight. This regulation shall apply only to vehicles that are parked regularly at a site and shall not apply to pick-up and delivery activities or to the temporary use of vehicles during construction.*
- b. *The C-1 and CGMU zoning districts have restrictions on the size of trucks and commercial vehicles that can be parked outdoors in their off-street parking facilities. These rules, which are contained within the text of each zoning district, shall apply only to vehicles that are parked regularly at a site and shall not apply to pick-up and delivery activities, or to the temporary use of vehicles during construction.*
- c. *An institutional use, such as a church or school, may store one licensed and operable bus outside on the property provided that the property is at least 1 acre in size, even if that type of parking would not normally be allowed due to the other provisions of this code. The bus must be owned or leased by the institutional use and parked at least 5 feet from any property line on a paved parking surface.*

SECTION 6. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance

is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

This ordinance amendment updates the City's rules for the parking of trucks and trailers on public streets and in certain private parking lots.

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

Approved: _____

Published: _____

Deanna Werner, City Clerk