

# City of South St. Paul

CITY COUNCIL

COUNCIL CHAMBERS

125 3<sup>RD</sup> AVE NORTH

SOUTH ST. PAUL, MN 55075

Monday, April 1, 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. 2024 ISI Synchronized Championships
- B. Earth Month Proclamation
- C. 2025 Valuation Notice

**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 March 18, 2024
- B. Accounts Payable
- C. Business Licenses
- D. Conditional Employment Offer – Entry Level Police Officer
- E. Declare Certain City Property Surplus and Approve Donation

- F. Approve Change Order #8 (City Hall Remodel)
- G. Accept Letter of Resignation from M. Kurth – HRA Caretaker
- H. Purchase of three (3) police vehicles
- I. Approve proposal with Kimley-Horn for Preliminary Design Services for the Extension of Verderosa Avenue
- J. 2024 State Bonding - Resolution of Support for Aquatic Facility Pre-Design & Design
- K. Approve Joint Powers Agreement with Dakota County – Distribution of Opioid Settlement Funds

**9. PUBLIC HEARINGS:**

- A. Call for Public Hearing – Honduras Kitchen, LLC, On-Sale Liquor License at 1519 5<sup>th</sup> Ave. South.
- B. Call for Public Hearing - Mexatlan, Consumption & Display Permit, 111 Concord Exchange.

**10. GENERAL BUSINESS:**

- A. Second Reading- Ordinance Updating Rental Licensing Regulations
- B. Resolution Supporting Retention of City Zoning Authority

**11. MAYOR AND COUNCIL COMMUNICATIONS:**

- 12. CLOSED SESSION:** Closed session pursuant to Minnesota Statutes § 13D.05, Subd. 3(b) for a confidential attorney-client discussion regarding active litigation in the matter *Sanimax USA, LLC v. City of South St. Paul* – No Attachment

**13. ADJOURNMENT:**

**SOUTH ST. PAUL CITY COUNCIL  
MINUTES OF March 18, 2024**

8-A

1. Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on March 18, 2024.

2. **ROLL CALL:**

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

Absent: Council Member Seaberg

Staff Present: City Administrator, Ryan Garcia  
City Attorney, Amanda Johnson  
City Clerk, Deanna Werner  
City Engineer, Nick Guilliams  
City Planner, Michael Healy  
Director of Finance, Clara Hilger

3. Deanna Werner gave the invocation.

4. Pledge of Allegiance

5. Presentations: Inver Grove Heights/South St. Paul/West St. Paul Relay for Life

6. Citizen Comments: None

7. **Agenda**

Moved by: Kaliszewski/Bakken

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 March 4, 2024
- B. Accounts Payable
- C. Business Licenses
- D. Approve Change Order No's 4, 6, 7, 8, and 9 Wakota Scenic Trailhead Project
- E. Approve Proposal for Materials Testing for the 7<sup>th</sup> Avenue South and I-494 Watermain Improvements
- F. Approve Change Order No. 2 for the Well No. 3 Water Treatment Plant
- G. Conditional Employment Offer – Entry Level Police Officer
- H. Award of Bid – 2024 Miscellaneous Concrete Repair Project
- I. Approve Change Order No. 1 for the Levander Pond Maintenance Project
- J. Accept Donation from Jason Christiansen
- K. Approve Agreement with CivicPlus for Agenda Management Software
- L. Approve Policy on Council Resolutions and Proclamations
- M. Accept Donation from SSP Lions Club for Giant Easter Egg Hunt

- N. Accept Donation from Quality Auto Care for Seasonal Open Skate Special Events
- O. Accept Donation from Luther Collision & Glass for 2024 Color Run
- P. Accept Donation from Brian Handwerk Marie Avenue Service for 2024 Color Run
- ~~Q. Authorize Submittal of Application to LCCMR Environmental and Natural Resources Trust Fund~~
- R. Approve Agreement with Flight Deck Disc Golf for the Kaposia Park Disc Golf Operation
- S. Accept Donation from Gallagher-Hansen VFW Post #295 & Croatian Hall for the Flagpole at Harmon Field

Moved by: Thompson/Kaliszewski  
 Vote: 6 ayes / 0 nays, motion carried

**9. Public Hearing:** None

**10. General Business:**

- A. 2nd Reading- Ordinance 1420 - Amendment Updating Section 62-47, Rates for Metered Water.

Moved by: Hansen / Thompson  
 Moved: Approval of Ordinance 1420, Updating section 62-47, Rates for Metered Water.  
 Vote: 6 ayes / 0 nays, motion carried.

- B. 2<sup>nd</sup> Reading- Ordinance 1421- Amendment Updating Section 62-163, Sanitary Sewer Rates and Charges.

Moved by: Thompson / Kaliszewski  
 Moved: Approval of Ordinance 1421, Updating section 62-163, Sanitary Sewer Rates  
 Vote: 6 ayes / 0 nays, motion carried.

- C. 1<sup>st</sup> Reading- Ordinance Updating Rental Licensing Regulations

Offered for a 1<sup>st</sup> Reading by Council Member Podgorski.

- D. 2<sup>nd</sup> Reading- Ordinance 1422 - Ordinance Creating Performance Standards for Outdoor Dining.

Moved by: Bakken / Hansen  
 Moved: Approval of Ordinance 1422, Creating Performance Standards for Outdoor Dining  
 Vote: 6 ayes / 0 nays, motion carried.

**11. Council Communications**

**12. Adjournment**

Moved by: Thompson/Podgorski  
Moved: Adjourn the meeting.  
Vote: 6 ayes / 0 nays, motion carried

The meeting was adjourned at 8:10 PM.

Approved: April 1, 2024

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City Clerk



**City Council Agenda**  
Date: April 1, 2024  
Department: Finance  
Prepared by: Jeff Hines  
Administrator: RG

8-B

**Agenda Item: Accounts Payable**

**Action to be considered:**

Motion to Adopt Resolution 2024-053 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. 2024-053**

**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:

<b>Check and wires:</b>	
<b>150031-150137</b>	<b>\$ 2,121,979.23</b>
<b>2024079-2024089</b>	<b>192,256.16</b>
<b>801018-801023</b>	<b><u>61,245.95</u></b>
<b>Total</b>	<b>\$ 2,375,481.34</b>

Adopted this 1<sup>st</sup> day of April, 2024.

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Deanna Werner, City Clerk

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

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>150031</b>	<b>3/22/2024</b>		<b>1842 LOCAL 120</b>							
		179.33			112182	0319241137263	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>179.33</u>								
<b>150032</b>	<b>3/22/2024</b>		<b>2008 NCPERS GROUP LIFE INS.</b>							
		16.00			112188	0319241137269	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>16.00</u>								
<b>150033</b>	<b>3/25/2024</b>		<b>9253 ADVANCED ENG &amp; ENVIRO SERVICES, LLC</b>							
		147.75	PFAS SETTLEMENT SUPPORT		112165	93421	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		<u>147.75</u>								
<b>150034</b>	<b>3/25/2024</b>		<b>9021 ATLAS STAFFING, INC.</b>							
		588.00	NM TEMP-ZUNICA 3/8/24		112062	1306175	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		588.00	JC TEMP-ZUNICA 3/8/24		112062	1306175	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		600.99	NM TEMP-MOUA 3/8/24		112063	1306176	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		600.99	JC TEMP-MOUA 3/8/24		112063	1306176	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>2,377.98</u>								
<b>150035</b>	<b>3/25/2024</b>		<b>6676 BDS LAUNDRY MANAGEMENT CO</b>							
		751.70	NM LAUNDRY RENTAL FEB24		112064	LMV428934	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		983.00	JC LAUNDRY RENTAL FEB24		112065	LMV428929	50678.6381		OTHER RENTALS	JOHN CARROLL APT BLDG
		<u>1,734.70</u>								
<b>150036</b>	<b>3/25/2024</b>		<b>14156 BERWALD ROOFING COMPANY, INC.</b>							
		5,200.00	FLAT ROOF REPAIR/LEAKS/PREVENT		112066	18643	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		<u>5,200.00</u>								
<b>150037</b>	<b>3/25/2024</b>		<b>2287 CENTURYLINK</b>							
		82.94	WIRELEASE		112067	612 E12-7172 480 -3/1/24	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		102.40	WIRELEASE		112068	612 E12-5630 229 3/1/24	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		102.40	WIRELEASE		112069	612 E12-5631 630 3/1/24	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		<u>287.74</u>								
<b>150038</b>	<b>3/25/2024</b>		<b>1184 CINTAS CORPORATION #754</b>							
		77.92	UNIFORMS/SHOP TOWELS		112070	4186159385	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		73.46	SAFETY RUGS		112071	4186288102	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		24.21	SAFETY MATS-LOBBY FD		112071	4186288102	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS





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

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>150055</b>	<b>3/25/2024</b>		<b>1811 LAWSON PRODUCTS INC.</b>						<b>Continued...</b>	
<b>150056</b>	<b>3/25/2024</b>		<b>1813 LEAGUE OF MN CITIES INSURANCE TRUST</b>							
		12,190.00	QUARTERLY P&L PREMIUM		112093	10003039 03/04/24	10110.6361		INSURANCE	MAYOR AND COUNCIL
		20,474.00	QUARTERLY P&L PREMIUM		112093	10003039 03/04/24	10210.6361		INSURANCE	POLICE PROTECTION
		5,997.00	QUARTERLY P&L PREMIUM		112093	10003039 03/04/24	10320.6361		INSURANCE	PUBLIC WORKS
		5,134.00	QUARTERLY P&L PREMIUM		112093	10003039 03/04/24	10330.6361		INSURANCE	BUILDINGS
		5,107.00	QUARTERLY P&L PREMIUM		112093	10003039 03/04/24	10340.6361		INSURANCE	PARKS FACILITIES AND MTNCE
		6,838.00	QUARTERLY P&L PREMIUM		112093	10003039 03/04/24	20243.6361		INSURANCE	DOUG WOOG ARENA
		9,153.00	QUARTERLY P&L PREMIUM		112093	10003039 03/04/24	20245.6361		INSURANCE	AIRPORT
		483.00	QUARTERLY P&L PREMIUM		112093	10003039 03/04/24	20260.6361		INSURANCE	HOUSING GENERAL
		271.00	QUARTERLY P&L PREMIUM		112093	10003039 03/04/24	20280.6361		INSURANCE	ECON DEV GENERAL
		4,753.00	QUARTERLY P&L PREMIUM		112093	10003039 03/04/24	50605.6361		INSURANCE	WATER UTILITY
		4,925.00	QUARTERLY P&L PREMIUM		112093	10003039 03/04/24	50606.6361		INSURANCE	SEWER UTILITY
		73.00	QUARTERLY P&L PREMIUM		112093	10003039 03/04/24	50610.6361		INSURANCE	STORM WATER UTILITY
		13,962.00	QUARTERLY P&L PREMIUM		112093	10003039 03/04/24	60703.6361		INSURANCE	CENTRAL GARAGE FUND
		2,228.95	BARB COBENAIS		112168	22242	10210.6151		WORKERS COMP DEDUCTIBLE	POLICE PROTECTION
		<u>91,588.95</u>								
<b>150057</b>	<b>3/25/2024</b>		<b>6281 LIGHTNING DISPOSAL, INC.</b>							
		450.06	ROLL OFF-WALL CONSTRUCTION		112094	0000584381	20243.6379		CONT SERV/REFUSE & SANITATION	DOUG WOOG ARENA
		<u>450.06</u>								
<b>150058</b>	<b>3/25/2024</b>		<b>1855 LUTHER MEMORIAL CHURCH</b>							
		350.00	FACILITY USE FEE-PNP ELECTION		112095	3/14/2024	10140.6381		OTHER RENTALS	CITY CLERK
		<u>350.00</u>								
<b>150059</b>	<b>3/25/2024</b>		<b>1864 MACQUEEN EQUIPMENT, LLC</b>							



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<b>150066</b>	<b>3/25/2024</b>		<b>6712 MIDWEST LIGHTING PRODUCTS</b>						<b>Continued...</b>	
<b>150067</b>	<b>3/25/2024</b>		<b>14259 MUNICIPAL BUILDERS, INC</b>							
		419,870.55	WELL#3 WTR TRTMNT 2/2-3/1/24		112112	PMT 5	50605.6520	202311	BUILDINGS AND STRUCTURE	WATER UTILITY
		419,870.55								
<b>150068</b>	<b>3/25/2024</b>		<b>9298 NAPA NEWPORT</b>							
		39.96	HOSE/AXLE VENT/FITTING#313		112113	2514-096284	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		151.09	LIP SEALS/FUID FILTERS		112114	2514-096478	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		191.05								
<b>150069</b>	<b>3/25/2024</b>		<b>5682 NITTI SANITATION</b>							
		87.04	TRASH SVC-AIRPORT		112115	570555	20245.6379		CONT SERV/REFUSE & SANITATION	AIRPORT
		232.34	TRASH SVC-KAPOSIA PARK		112116	570557	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		263.97	TRASH SVC-CITY HALL		112117	570553	10330.6379		CONT SERV/REFUSE & SANITATION	BUILDINGS
		36.84	TRASH SVC-LIBRARY		112118	570554	10330.6379		CONT SERV/REFUSE & SANITATION	BUILDINGS
		212.51	TRASH SERVICE-ARENA		112119	0000570556	20243.6379		CONT SERV/REFUSE & SANITATION	DOUG WOOG ARENA
		832.70								
<b>150070</b>	<b>3/25/2024</b>		<b>2166 O'REILLY AUTO PARTS</b>							
		8.76	BRAKE LINE		112121	1767-346316	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		64.79	BRAKE HOSE		112122	1767-346254	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		34.37	RETD BRAKE HOSE		112123	1767-346976	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		91.45	AIR FILTER		112124	1767-346991	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		130.63								
<b>150071</b>	<b>3/25/2024</b>		<b>2176 OXYGEN SERVICES COMPANY</b>							
		274.13	RECYCLED CYLINDERS		112120	0003579172	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		274.13								
<b>150072</b>	<b>3/25/2024</b>		<b>7383 PETERSON COMPANIES, INC.</b>							
		5,985.00	LEVANDER POND MAINTENANCE		112125	PMT 1	50610.6530		IMPR OTHER THAN BUILDING	STORM WATER UTILITY
		5,985.00								
<b>150073</b>	<b>3/25/2024</b>		<b>2231 PIONEER PRESS</b>							
		33.28	ORDINANCE PUBLICATION-1418		112092	0224572442	10140.6341		ADVERTISING	CITY CLERK
		28.08	ORDINANCE PUBLICATION-1419		112092	0224572442	10140.6341		ADVERTISING	CITY CLERK
		164.32	PUBLIC NOTICE		112092	0224572442	10410.6341		ADVERTISING	DEVELOPMENT SERVICES
		20.28	NOTICE FOR ELECTION-PAT		112092	0224572442	10140.6341		ADVERTISING	CITY CLERK
		246.48	CONCORD EXCHANGE BID		112092	0224572442	40440.6302	202401	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		117.00	PROJECT 202		112092	0224572442	50610.6530		IMPR OTHER THAN BUILDING	STORM WATER UTILITY

CITY OF SOUTH ST PAUL  
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<b>150073</b>	<b>3/25/2024</b>		<b>2231 PIONEER PRESS</b>						<b>Continued...</b>	
		609.44								
<b>150074</b>	<b>3/25/2024</b>		<b>2240 PLUNKETT'S PEST CONTROL, INC.</b>							
		31.16	PEST CONTROL-MCMORROW FLD		112126	8454766	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		89.88	PEST CONTROL-SPLASH POOL		112127	8454892	10527.6371		REPAIRS & MAINT CONTRACTUAL	SPLASH POOL
		30.09	PEST CONTROL-WELL#4		112128	8453974	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		151.13								
<b>150075</b>	<b>3/25/2024</b>		<b>6683 POPP COMMUNICATIONS</b>							
		165.72	NM FIREALRM PH 3/10-4/9/24		112129	992825142	50677.6390.1		TELEPHONE-SECURITY	NAN MCKAY APT BLDG
		165.72	JC FIREALRM PH 3/10-4/9/24		112129	992825142	50678.6390.1		TELEPHONE-SECURITY	JOHN CARROLL APT BLDG
		331.44								
<b>150076</b>	<b>3/25/2024</b>		<b>2098 RENT N SAVE PORTABLE SERVICES</b>							
		390.00	PORTABLE TOILETS FEB24		112133	76926	10520.6381		OTHER RENTALS	PARKS ADMINISTRATION
		390.00								
<b>150077</b>	<b>3/25/2024</b>		<b>14315 RENTGROW, INC.</b>							
		48.00	JC TENANT BCKGRND CHECK		112131	1353921	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		144.00	NM TENANT BCKGRND CHECK		112132	1353922	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		192.00								
<b>150078</b>	<b>3/25/2024</b>		<b>13464 RESNIKOFF, CONOR</b>							
		199.99	BOOT ALLOWANCE		112189	019071	10315.6245		CLOTHING ALLOWANCE	ENGINEERING
		199.99								
<b>150079</b>	<b>3/25/2024</b>		<b>7376 RIVERTOWN ELECTRIC, INC.</b>							
		435.00	LABOR NM FIXTURE-SMOKE DECK		112134	11104	50677.6371.070		MTNCE-ELECTRICAL	NAN MCKAY APT BLDG
		262.50	MATERIAL NM FIXTURE-SMK DECK		112134	11104	50677.6371.070		MTNCE-ELECTRICAL	NAN MCKAY APT BLDG
		435.00	LABOR NM RPL FIXTURE		112135	11110	50677.6371.070		MTNCE-ELECTRICAL	NAN MCKAY APT BLDG
		257.50	MATERIAL NM RPL FIXTURE		112135	11110	50677.6371.070		MTNCE-ELECTRICAL	NAN MCKAY APT BLDG
		1,390.00								
<b>150080</b>	<b>3/25/2024</b>		<b>5537 SAFE-FAST INC</b>							
		276.25	HI-VIS INSULATED BIBS		112136	INV287879	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		276.25	HI-VIS INSULATED BIBS		112136	INV287879	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		552.50								
<b>150081</b>	<b>3/25/2024</b>		<b>2464 SHORT ELLIOTT HENDRICKSON INC</b>							
		750.00	AT&T @ JOHN CARROLL BLDG		112137	462899	10101.2205	100223	DEPOSITS	GENERAL FUND

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<b>150081</b>	<b>3/25/2024</b>		<b>2464 SHORT ELLIOTT HENDRICKSON INC</b>						<b>Continued...</b>	
		21,363.13	WTR TRTMNT CONSTRUCTION		112138	463126	50605.6302	202311	PROFESSIONAL SERVICES	WATER UTILITY
		<u>22,113.13</u>								
<b>150082</b>	<b>3/25/2024</b>		<b>14393 SIOUX FALLS POWER 14U</b>							
		1,026.10	OVERPAYMENT IN FEB24		112170	02122024	20243.2006		ACCOUNTS PAYABLE MISC	DOUG WOOG ARENA
		<u>1,026.10</u>								
<b>150083</b>	<b>3/25/2024</b>		<b>2491 SNAP ON TOOLS</b>							
		17.00	HEX SOCKET DR		112139	120623184631	10320.6240		MINOR EQUIPMENT AND FURNITURE	PUBLIC WORKS
		<u>17.00</u>								
<b>150084</b>	<b>3/25/2024</b>		<b>2506 SOUTH METRO FIRE DEPARTMENT</b>							
		684,854.88	SECOND QUARTER FUNDING		112142	03/01/2024	10220.6302		PROFESSIONAL SERVICES	FIRE PROTECTION
		<u>684,854.88</u>								
<b>150085</b>	<b>3/25/2024</b>		<b>2541 SRF CONSULTING GROUP, INC.</b>							
		2,222.89	WAKOTA TRAILHD FD 1/31/24		112140	14579.00-28	40437.6302	202108	PROFESSIONAL SERVICES	2021 LOCAL IMPROVEMENTS
		1,918.34	WAKOTA TRAILHD FD 2/29/24		112141	14579.00-29	40437.6302	202108	PROFESSIONAL SERVICES	2021 LOCAL IMPROVEMENTS
		<u>4,141.23</u>								
<b>150086</b>	<b>3/25/2024</b>		<b>2547 ST. JOHN VIANNEY</b>							
		300.00	FACILITY USE FEE-PNP ELECTION		112145	3/14/2024	10140.6381		OTHER RENTALS	CITY CLERK
		<u>300.00</u>								
<b>150087</b>	<b>3/25/2024</b>		<b>2558 STATE INDUSTRIAL PRODUCTS</b>							
		753.93	NM CLN SUP-OVEN/HAND CLNR		112143	903270883	50677.6211		CLEANING SUPPLIES	NAN MCKAY APT BLDG
		280.26	JC CLN SUPP-JONADE FRESHNER		112144	903270908	50678.6211		CLEANING SUPPLIES	JOHN CARROLL APT BLDG
		<u>1,034.19</u>								
<b>150088</b>	<b>3/25/2024</b>		<b>13599 THE APPAREL LAB</b>							
		1,304.32	TEE SHIRTS-PER CONTRACT		112146	248130	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		214.84	TEE SHIRTS-PER CONTRACT		112146	248130	10330.6245		CLOTHING ALLOWANCE	BUILDINGS
		961.94	TEE SHIRTS-PER CONTRACT		112146	248130	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		386.38	TEE SHIRTS-PER CONTRACT		112146	248130	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		386.38	TEE SHIRTS-PER CONTRACT		112146	248130	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		210.88	TEE SHIRTS-PER CONTRACT		112146	248130	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		<u>3,464.74</u>								
<b>150089</b>	<b>3/25/2024</b>		<b>5754 TOTAL MECHANICAL SERVICES, INC</b>							
		1,692.50	RPR-TITAN RFTP UNIT		112147	S9360	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA





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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>150103</b>	<b>4/1/2024</b>		<b>10850 CONTROLOGIX SERVICES, LLC</b>						<b>Continued...</b>	
<b>150104</b>	<b>4/1/2024</b>		<b>14396 COOLVU OF MINNEAPOLIS</b>							
		4,792.10	WINDOW TINT FD GAR DOORS		112237	03202024	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		<u>4,792.10</u>								
<b>150105</b>	<b>4/1/2024</b>		<b>1247 DAKOTA COUNTY FINANCIAL SERVICES</b>							
		1,679.76	FEB 2024 SUBSCRIBER FEE		112260	5501915	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		495.00	PORTABLE RADIO BATTERY X5		112261	155004	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		14,511.43	DOMESTIC PREP COMMITTEE		112262	153005	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		21,000.00	ELECTRONIC CRIME UNIT PARTNR		112263	156006	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		6,292.00	EMERG MGMT COMPL COORD		112264	156012	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		38,296.34	2024 CJN RMS FEE		112265	144007	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		36,631.04	2024 CJN PARTNER FEE		112266	145005	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		<u>118,905.57</u>								
<b>150106</b>	<b>4/1/2024</b>		<b>1277 DELL MARKETING L.P</b>							
		28,213.83	REPLACEMENT COMPUTERS		112204	10733028725	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		<u>28,213.83</u>								
<b>150107</b>	<b>4/1/2024</b>		<b>14397 EFN</b>							
		1,000.00	MCES SITE - SURVEY		112243	27356	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		<u>1,000.00</u>								
<b>150108</b>	<b>4/1/2024</b>		<b>1341 EHLERS &amp; ASSOCIATES, INC</b>							
		1,000.00	MCES SITE		112246	97026	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		<u>1,000.00</u>								
<b>150109</b>	<b>4/1/2024</b>		<b>6669 FINN DANIELS, INC</b>							
		2,593.80	JC PLUMB PRJ/CONSTRUCTION		112249	22020-11	50678.6560	229901	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		<u>2,593.80</u>								
<b>150110</b>	<b>4/1/2024</b>		<b>4725 FIRST SUPPLY LLC - TWIN CITIES</b>							
		1,229.96	DRINK FOUNTAIN(UNIT)-FD		112205	3571441-00	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		<u>1,229.96</u>								
<b>150111</b>	<b>4/1/2024</b>		<b>1473 GERTEN GREENHOUSES INC. - 446133</b>							
		73.90	PLAYGROUND MULCH		112206	793610/6	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>73.90</u>								
<b>150112</b>	<b>4/1/2024</b>		<b>7558 GO TOTALLY NUTS</b>							

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<b>150112</b>	<b>4/1/2024</b>		<b>7558 GO TOTALLY NUTS</b>						<b>Continued...</b>	
		58.74	ROASTED NUTS		112207	212216	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		57.75	ROASTED NUTS		112208	212217	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		86.60	ROASTED NUTS		112209	212218	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		<u>203.09</u>								
<b>150113</b>	<b>4/1/2024</b>		<b>5590 GOODYEAR TIRE &amp; RUBBER CO.</b>							
		1,347.20	TIRES FOR TRAILER #T-3		112230	124-1110911	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>1,347.20</u>								
<b>150114</b>	<b>4/1/2024</b>		<b>1505 GRAINGER</b>							
		498.96	PIVOT HINGES		112210	9045429389	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		668.70	FLAMMABLE SAFETY CABINET		112211	9047643177	10330.6240		MINOR EQUIPMENT AND FURNITURE	BUILDINGS
		<u>1,167.66</u>								
<b>150115</b>	<b>4/1/2024</b>		<b>1546 HANCO CORPORATION</b>							
		130.92	VALVES		112212	88622-00	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>130.92</u>								
<b>150116</b>	<b>4/1/2024</b>		<b>14111 HEAT CREW LLC</b>							
		1,200.00	JC #408 HEAT TREATMENT		112250	1206	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		<u>1,200.00</u>								
<b>150117</b>	<b>4/1/2024</b>		<b>1667 INVER GROVE FORD</b>							
		19.09	RADIATOR HOSE		112213	5342276	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		182.85	TUBE ASY #2158		112214	5342154	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>201.94</u>								
<b>150118</b>	<b>4/1/2024</b>		<b>11377 KATH FUEL OIL SERVICE CO.</b>							
		927.96	DYED DIESEL		112215	794035	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		<u>927.96</u>								
<b>150119</b>	<b>4/1/2024</b>		<b>7927 KENNEDY &amp; GRAVEN, CHARTERED</b>							
		580.00	LEGAL SVC THRU 2/29/24		112244	SU150-00009	40493.6302		PROFESSIONAL SERVICES	GRAND AVE GATEWAY TIF
		<u>580.00</u>								
<b>150120</b>	<b>4/1/2024</b>		<b>1803 LANGUAGE LINE SERVICES</b>							
		1,004.12	OTP TRANSLATION		112267	11243909	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		<u>1,004.12</u>								
<b>150121</b>	<b>4/1/2024</b>		<b>9705 MASTER DOOR TECHNOLOGIES LLC</b>							



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<b>150130</b>	<b>4/1/2024</b>		<b>6086 RJ LEE GROUP, INC</b>						<b>Continued...</b>	
<b>150131</b>	<b>4/1/2024</b>		<b>2408 SCHINDLER ELEVATOR CORPORATION</b>							
		1,776.12	SEMI MAINT-ELEVTR 3/1-8/31/24		112226	8106492451	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		1,167.23	JC ELEVATOR SVC 11/25/23		112252	7153836453	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		<u>2,943.35</u>								
<b>150132</b>	<b>4/1/2024</b>		<b>4210 SUMMIT FIRE PROTECTION</b>							
		485.00	FIRE ALARM INSPECT@PW		112227	130102274	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		<u>485.00</u>								
<b>150133</b>	<b>4/1/2024</b>		<b>2601 SYSCO - MINNESOTA INC.</b>							
		429.51	FOUNTAIN POP SYRUP		112228	547162512	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		350.37	FOUNTAIN POP SYRUP		112229	547175159	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		<u>779.88</u>								
<b>150134</b>	<b>4/1/2024</b>		<b>3646 U.S. BANK EQUIPMENT FINANCE</b>							
		112.00	COPIER LEASE		112231	525095360	10160.6210		OPERATING SUPPLIES	INFORMATION TECHNOLOGY
		<u>112.00</u>								
<b>150135</b>	<b>4/1/2024</b>		<b>14336 VALLE CARPET CORP</b>							
		3,255.05	NM #801 RMV&INSTL VINYL		112253	1010	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		2,852.55	NM #313 RMV&INSTL VINYL		112254	1009	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		2,102.15	NM #106 RMV&INSTL VINYL		112255	1008	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		<u>8,209.75</u>								
<b>150136</b>	<b>4/1/2024</b>		<b>2788 WATSON COMPANY</b>							
		2,606.88	CONCESS PRODUCT RESALE		112232	140918	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		<u>2,606.88</u>								
<b>150137</b>	<b>4/1/2024</b>		<b>2867 ZIEGLER, INC.</b>							
		3,207.06	BOLTS/SCRPRS/FLTRS #314		112233	IN001402241	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		2,581.42	RETD LEVER #314		112234	CM000202003	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>625.64</u>								
<b>801018</b>	<b>3/22/2024</b>		<b>1969 MINNESOTA AFSCME, COUNCIL NO. 5</b>							
		21.00			112183	0319241137264	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>21.00</u>								
<b>801019</b>	<b>3/25/2024</b>		<b>2289 R&amp;R SPECIALTIES OF WISCONSIN, INC.</b>							
		65.00	ZAMBONIE BLADE SHARPENING		112130	0081588-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA



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2024081	3/22/2024		<b>1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER</b>						<b>Continued...</b>	
2024082	3/22/2024		<b>2200 PERA</b>							
		71,549.49			112178	03192411372613	10101.2174		PERA	GENERAL FUND
		<u>71,549.49</u>								
2024083	3/22/2024		<b>1338 EFTPS</b>							
		36,132.04			112174	0319241137261	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		40,295.68			112181	0319241137262	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		<u>76,427.72</u>								
2024084	3/22/2024		<b>2013 MINNESOTA REVENUE ( C )</b>							
		17,405.20			112175	03192411372610	10101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>17,405.20</u>								
2024085	3/20/2024		<b>2013 MINNESOTA REVENUE ( C )</b>							
		83.63	SALES TAX FOR FEB 2024		112194	FEB 2024	10101.2081		DUE TO OTHER GOVT-SALES	GENERAL FUND
		.19-	SALES TAX FOR FEB 2024		112194	FEB 2024	10101.4673		CASH OVER/SHORT	GENERAL FUND
		1,928.96	SALES TAX FOR FEB 2024		112194	FEB 2024	20243.2081		DUE TO OTHER GOVT-SALES	DOUG WOOG ARENA
		14.67	SALES TAX FOR FEB 2024		112194	FEB 2024	20245.2081		DUE TO OTHER GOVT-SALES	AIRPORT
		841.93	SALES TAX FOR FEB 2024		112194	FEB 2024	50605.2081		DUE TO OTHER GOVT-SALES	WATER UTILITY
		<u>2,869.00</u>								
2024086	3/22/2024		<b>2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)</b>							
		3,640.00			112176	03192411372611	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>3,640.00</u>								
2024087	3/22/2024		<b>2096 NATIONWIDE RETIREMENT SOLUTIONS</b>							
		13,218.00			112177	03192411372612	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>13,218.00</u>								
2024088	3/22/2024		<b>2748 MISSION SQUARE TRANSFER (EFT)</b>							
		1,960.00			112179	03192411372614	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>1,960.00</u>								
2024089	3/22/2024		<b>10755 OPTUM</b>							
		2,437.03			112180	03192411372615	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		<u>2,437.03</u>								
		<u>2,375,481.34</u>	Grand Total						Payment Instrument Totals	

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<u>Check #</u>	<u>Date</u>	<u>Amount</u>	<u>Supplier / Explanation</u>	<u>PO #</u>	<u>Doc No</u>	<u>Inv No</u>	<u>Account No</u>	<u>Subledger</u>	<u>Account Description</u>	<u>Business Unit</u>
		2,375,481.34	Grand Total							
							<u>Payment Instrument Totals</u>			
							Checks		2,121,979.23	
							EFT Payments		192,256.16	
							A/P ACH Payment		<u>61,245.95</u>	
							Total Payments		2,375,481.34	



**CITY COUNCIL AGENDA REPORT**  
**DATE: APRIL 1, 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>
15460	Cantor Inc.	00014289	Cigarette and Tobacco Sales	P	03/25/2024	05/31/2025	1150 Southview Blvd	Hat Trick Liquors	04/01/2024
15469	Escalon, Inc.	00015145	Entertainment	P	03/27/2024	05/31/2025	1519 5th Ave S		04/01/2024
15380	Adam Stephen Anderson	00015144	Housing Evaluator-TOS	P	03/25/2024	05/31/2025		Time of Sale	04/01/2024
14542	Roger Pass	00014306	Housing Evaluator-TOS	P	03/28/2024	05/31/2025		Time of Sale	04/01/2024
15385	Nicholaus Patrick Koenig	00014314	Housing Evaluator-TOS/Rental	P	03/20/2024	05/31/2025		Nicholaus Patrick Koenig	04/01/2024
15390	Paochoua Ethan Vang	00014315	Housing Evaluator-TOS/Rental	P	03/25/2024	05/31/2025		Time of Sale & Rental Housing	04/01/2024
14532	Brian Devery	00014316	Housing Evaluator-TOS/Rental	P	03/25/2024	05/31/2025		Time of Sale & Rental Housing	04/01/2024
14528	Luis Santiago Alcaraz	00014298	Housing Evaluator-TOS/Rental	P	03/21/2024	05/31/2025		Time of Sale & Rental Housing	04/01/2024
14530	Dan Brausen	00014299	Housing Evaluator-TOS/Rental	P	03/27/2024	05/31/2025		Time of Sale & Rental Housing	04/01/2024
14537	Patrick Leahy	00014301	Housing Evaluator-TOS/Rental	P	03/28/2024	05/31/2025		Time of Sale & Rental Housing	04/01/2024
14539	Michael Moser	00014302	Housing Evaluator-TOS/Rental	P	03/20/2024	05/31/2025		Time of Sale & Rental Housing	04/01/2024
15573	Mama's Retreat LLC	00015143	Massage Therapy	P	03/25/2024	05/31/2025	727 Marie Ave		04/01/2024
15574	Nitti Sanitation	00015146	Solicitor (Company)	P	03/27/2024	05/31/2025			04/01/2024
15574	Nitti Sanitation	00015147	Solicitor (Individual)	P	03/27/2024	05/31/2025		Huber, Anthony	04/01/2024



**AGENDA ITEM: Conditional Employment Offer – Entry Level Police Officer**

**ACTION TO BE CONSIDERED:**

Motion to appoint Rodney Hillskotter as a probationary entry level police officer effective on, or after June 24, 2024, at a starting monthly salary as outlined in the current LELS contract, contingent upon successful completion of a background investigation, physical examination, psychological evaluation and obtaining peace officer licensing eligibility.

**OVERVIEW:**

As part of the 2024 Police Protection Budget, with the inclusion of federal funding, the authorized staffing level for the police department is set at thirty-seven sworn officers and staff have been working to identify qualified applicants as we currently are staffed at thirty-two officers, with an additional in the onboarding process currently.

During the November 6, 2023, Civil Service Commission Meeting, the Commission directed staff to conduct an entry level testing process and on December 4<sup>th</sup>, 2023, the Commission established an eligible register for the position of police officer. On April 1<sup>st</sup>, 2024, the Commission certified the remaining eligible candidate from this register for City Council consideration for a conditional employment offer. A redacted copy of the top candidates' application and resume is attached.

Rodney Hillskotter has a bachelor's degree from the University of Wisconsin – River Falls, is a US Army Veteran and is currently employed as a paramedic with Northfield Hospital & EMS. Mr. Hillskotter is currently enrolled in the professional peace officer education program at Century College with an anticipated graduation date in late summer of 2024.

Police Department staff have reviewed the application, testing materials, and preliminary background information for this candidate and recommends Rodney Hillskotter be given a conditional employment offer as probationary police officer effective on, or after June 24<sup>th</sup>, 2024, contingent upon successful completion of a background investigation, physical examination, psychological evaluation, and obtaining peace officer licensing eligibility.

**SOURCE OF FUNDS:**

2024 Police Protection Budget

**SOUTH SAINT PAUL POLICE DEPARTMENT****2023-2 ENTRY LEVEL POLICE OFFICER TEST**

NAME	<i>FIRST ORAL</i>	<i>FIRST ORAL</i>	<i>SECOND ORAL</i>	<i>SECOND ORAL</i>	<i>FINAL</i>	<i>FINAL</i>	<i>VETERAN'S</i>	<i>RESERVE/</i>	<b>TOTAL</b>	FINAL
	<i>GROSS</i>	<i>WEIGHTED</i>	<i>GROSS</i>	<i>WEIGHTED</i>	<i>GROSS</i>	<i>WEIGHTED</i>	<i>PREFERENCE</i>	<i>CSO - Bonus</i>		
Hillskotter** Rodney	49.67	27.59	50.00	27.78	59.25	37.62	10		<b>102.99</b>	1

The Commission directed that the weighting of the scores would be 30% for initial oral interviews and 40% for the final interview.

Initial oral interviews scored as follows: Gross score divided by 54 (total points possible) then multiplied by 100 (put on 100 pt scale) then multiple by 0.30 (weighted value)

Final oral interview scored as follows: Gross score divided by 63 (total points possible) then multiplied by 100 (put on 100 pt scale) then multiplied by 0.40 (weighted value)

Those candidates who qualified for Veteran's Preference had ten (10) points added to their total score. Qualified disabled veterans had fifteen (15) points added to their total score.

Candidates that are current South St. Paul Police Reserves or Community Service Officer with at least one (1) year of service had five (5) points added to their score.

\*\* (Not Currently Eligible)

## (2023-1 process with weighted formula of 35% interviews and 40% written)

12/4/2023

# MEMORANDUM

**To:** The Honorable Mayor James P. Francis  
Members of the City Council  
**From:** James Woodburn-Secretary  
South St. Paul Police and Fire Civil Service Commission  
**Date:** April 1<sup>st</sup>, 2024  
**Subject:** Certification of the top three standing names from the police officer eligibility list

In accordance with the Civil Service Rules for the Police Department, Rule 14, the below listed name is certified by this Commission as the top candidate eligible for appointment for the position of police officer with the South St. Paul Police Department.

- 1) Rodney Hillskotter

---

James Woodburn – Secretary

# Rodney T. Hillskotter

## Objective

Obtain a position as a Police Officer with the City of South Saint Paul

## Education

**Certificate:** Professional Police Officer Education, Century College, Expected December 2023

**Bachelor of Science:** Biology; University of Wisconsin – River Falls, December 2015

**Certificate:** Paramedic Program; Wisconsin Indianhead Technical College, December 2011

## Work and Leadership Experience

Northfield Hospital + Clinics EMS, Northfield, MN Role: Paramedic	JUL 2023-Present
M Health Fairview EMS, St. Paul, MN Roles: Critical Care Paramedic, SWAT Medic, Operations Supervisor, FTO	SEP 2016-JUN 2023
Bureau of Criminal Apprehension, St. Paul, MN Role: Evidence Intake Processor	SEP 2017-NOV 2017
River Falls Area Ambulance Service, River Falls, WI Roles: Shift Supervisor (Paramedic), Paramedic, EMT	FEB 2010-SEP 2018
Wisconsin Army National Guard Roles: Healthcare Specialist (Combat Medic), Team Leader (Sargeant), Combat Life Saver (Instructor), Master Driver (MRAP and M8E1), Unit Prevention Leader Activations: Federal-Afghanistan (2012-2013), State- Terrorist Threat (2011), Natural Disaster (2017, 2021), Civil Unrest (2020)	MAR 2008-SEP 2021

## Certifications | Licenses

Nationally Registered Paramedic	March 2026
IBSC Flight Paramedic-Certified	July 2024
ACLS, BLS, PALS, NRP Cards	Various
ICS 100, 200, 300, 400, 700, 800	

**EMPLOYMENT APPLICATION**



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

**Hillskotter, Rodney T**  
 23-00011 POLICE OFFICER

Received: 11/13/23 2:43 PM

**For Official Use Only:**

QUAL: \_\_\_\_\_

DNQ: \_\_\_\_\_

Experience

Training

Other: \_\_\_\_\_

**PERSONAL INFORMATION**

<b>POSITION TITLE:</b> POLICE OFFICER	<b>EXAM ID#:</b> 23-00011
<b>NAME:</b> (Last, First, Middle) Hillskotter, Rodney T	<b>SOCIAL SECURITY NUMBER:</b> N/A
<b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code)	<b>EMAIL ADDRESS:</b>
<b>HOME PHONE:</b>	<b>NOTIFICATION PREFERENCE:</b> Email
<b>LEGAL RIGHT TO WORK IN THE UNITED STATES?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>What is your highest level of education?</b> Bachelor's Degree	

**PREFERENCES**

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

**EDUCATION**

<b>DATES:</b>	<b>SCHOOL NAME:</b> Century College	
<b>LOCATION:</b> (City, State/Province) White Bear Lake , Minnesota	<b>DID YOU GRADUATE?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>DEGREE RECEIVED:</b> No Degree
<b>MAJOR:</b> Professional Peace Officer Education		
<b>DATES:</b>	<b>SCHOOL NAME:</b> University of Wisconsin-River Falls	
<b>LOCATION:</b> (City, State/Province) River Falls , Wisconsin	<b>DID YOU GRADUATE?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>DEGREE RECEIVED:</b> Bachelor's
<b>MAJOR:</b> Biology (Bio-Medical Emphasis)/Chemistry		
<b>DATES:</b>	<b>SCHOOL NAME:</b> Wisconsin Indianhead Technical College	
<b>LOCATION:</b> (City, State/Province) New Richmond , Wisconsin	<b>DID YOU GRADUATE?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>DEGREE RECEIVED:</b> Vocational
<b>MAJOR:</b> Paramedic Certificate (Non-Associates)		

**WORK EXPERIENCE**

<b>DATES:</b> From: 9/2016 To: 6/2023	<b>EMPLOYER:</b> M Health Fairview EMS (formerly Healtheast)	<b>POSITION TITLE:</b> Operations Supervisor
<b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code) 799 Reaney Ave, Saint Paul, Minnesota, 55107		<b>COMPANY URL:</b> mhealthfairvlew.org
<b>PHONE NUMBER:</b>	<b>SUPERVISOR:</b> Nick - Lesch	<b>MAY WE CONTACT THIS EMPLOYER?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>SALARY:</b> \$6,900.00/month	<b># OF EMPLOYEES SUPERVISED:</b> 35	
<b>DUTIES:</b> Operations Supervisor- Manage daily operations during duty shift, timecards/payroll for assigned employees, co-respond to calls, cover calls when SSM was low, respond to South Metro SWAT activations as team medic, performance management/evaluation of assigned employees Critical Care Paramedic- Maintain vehicle and equipment, respond to 911 and interfacility calls as assigned		
<b>REASON FOR LEAVING:</b> Work schedule was not sustainable for PPEO program		

<b>DATES:</b> From: 3/2008 To: 9/2021	<b>EMPLOYER:</b> Wisconsin Army National Guard	<b>POSITION TITLE:</b> Healthcare Specialist (Combat Medic-68W20)
<b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code) Madison, Wisconsin		
<b>MAY WE CONTACT THIS EMPLOYER?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SALARY:</b> \$300.00/month	<b># OF EMPLOYEES SUPERVISED:</b> 3	
<b>DUTIES:</b> Provide primary and emergency medical care to soldiers within the unit. Provide medical logistical support to unit. Provide medical training to medical and non-medical personal. Lead a team of medics within assigned section, Transport or Treatment sections.		
<b>REASON FOR LEAVING:</b> End of Contract		
<b>DATES:</b> From: 2/2010 To: 9/2018	<b>EMPLOYER:</b> River Falls Area Ambulance	<b>POSITION TITLE:</b> Paramedic Supervisor
<b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code) 175 East Cedar Street, River Falls, Wisconsin, 54022		<b>COMPANY URL:</b> www.rfaas.org
<b>PHONE NUMBER:</b>	<b>SUPERVISOR:</b> Jeff Rixmann - EMS Director	<b>MAY WE CONTACT THIS EMPLOYER?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>SALARY:</b> \$1,960.00/month	<b># OF EMPLOYEES SUPERVISED:</b> 9	
<b>DUTIES:</b> Provided emergency medical care as a member of a team under the lead EMT, or performed as lead EMT when in that position. Maintained knowledge and skills required at the local, state, and national standards. Performed additional tasks that included restocking/cleaning of trucks, volunteer work with the ambulance in public events, assisting new members in training settings, and others. As Full-Time/Supervisor, worked with 9 individuals as the squad leader, managed expendable supplies/inventory with the other A-Shift supervisor, and provided training to the service in rotation with the two other shifts. **As a volunteer, Hours and Salary varied based on call time, calls experienced, Ect.		
<b>REASON FOR LEAVING:</b> Began as a volunteer in FEB2010 until JAN2015. Became Part-Time Paramedic in JAN2015, and became Full-Time in DEC2015. Left full-time in SEP2016 for a larger/busier service. Left as a Casual in SEP2018.		
<b>DATES:</b> From: 9/2017 To: 11/2017	<b>EMPLOYER:</b> Bureau of Criminal Apprehension	<b>POSITION TITLE:</b> Evidence Intake Processor
<b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code) 1530 Maryland Ave , Saint Paul, Minnesota, 55107		<b>COMPANY URL:</b> <a href="https://dps.mn.gov/divisions/bca/Pages/default.aspx">https://dps.mn.gov/divisions/bca/Pages/default.aspx</a>
<b>PHONE NUMBER:</b>	<b>MAY WE CONTACT THIS EMPLOYER?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SALARY:</b> \$4,160.00/month	<b># OF EMPLOYEES SUPERVISED:</b> 0	
<b>DUTIES:</b> Take in evidence from mail or in person delivery, enter it into the Laboratory Management System. Move evidence from central storage to assigned laboratories, and back to central storage. Return evidence to submitting agencies.		
<b>REASON FOR LEAVING:</b> Terminated- Typing Errors/Corrections during Intake process were excessive		
<b>DATES:</b> From: 5/2015 To: 6/2017	<b>EMPLOYER:</b> Ellsworth Area Ambulance Service	<b>POSITION TITLE:</b> Casual Paramedic
<b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code) 151 S. Plum Street, Ellsworth, Wisconsin, 54011		<b>COMPANY URL:</b> www.ellsworthems.com
<b>PHONE NUMBER:</b>	<b>SUPERVISOR:</b> Dan Morth - Service Director (Interim)	<b>MAY WE CONTACT THIS EMPLOYER?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>SALARY:</b> \$340.00/month		
<b>DUTIES:</b> Perform role of first line medic/EMT-P in absence of full time staff. Performing 911, intercept, and interfacility care with a volunteer staff from Ellsworth, Malden Rock, and Plum City.		
<b>REASON FOR LEAVING:</b> Unable to maintain hours required for per deim employment		

#### CERTIFICATES AND LICENSES

<b>TYPE:</b> Pediatric Advanced Life Support	
<b>LICENSE NUMBER:</b>	<b>ISSUING AGENCY:</b>
<b>TYPE:</b> Advanced Cardiopulmonary Life Support	
<b>LICENSE NUMBER:</b>	<b>ISSUING AGENCY:</b>
<b>TYPE:</b> Nationally Registered Paramedic	
<b>LICENSE NUMBER:</b> M8065260	<b>ISSUING AGENCY:</b> National Registry of Emergency Medical Technicians

<b>TYPE:</b> Paramedic- MN License	
<b>LICENSE NUMBER:</b> 980827	<b>ISSUING AGENCY:</b> MN EMSRB
<b>TYPE:</b> Basic Life Support, Healthcare Provider	
<b>LICENSE NUMBER:</b>	<b>ISSUING AGENCY:</b>

Skills	
Nothing Entered For This Section	

ADDITIONAL INFORMATION	
<p><b>Military Service</b>  Initial entry into the US Army- March 2008  1-128th Infantry, D Co., River Falls WI  Company Medic  2010-2011  WI 82nd ADT  Infantry position for pre-mobilization, transferred to medic position while overseas. While with PRT Kunar, served as MEDO, replaced a Physicians Assistant, and had one junior medic.  2011-2013  1-128th Infantry, HHC Co.  Medical Squad Leader, Medical Team Leader, Training NCOIC, Admin NCOIC, FAS NCOIC  2013-2021  Army Training:  Basic Combat Training, Advanced Individual Training, Military Transition Team Medic Training, MRAP Master Driver, M8E1 Master Driver, Unit Prevention Leader</p>	

REFERENCES		
<b>REFERENCE TYPE:</b> Professional	<b>NAME:</b> Roger Lovelace	<b>POSITION:</b> Major, United States Army National Guard
<b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code)		
<b>EMAIL ADDRESS:</b>		<b>PHONE NUMBER:</b>
<b>REFERENCE TYPE:</b> Personal	<b>NAME:</b> Isalah Yanko	<b>POSITION:</b>
<b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code)		
<b>EMAIL ADDRESS:</b>		<b>PHONE NUMBER:</b>
<b>REFERENCE TYPE:</b> Professional	<b>NAME:</b> Tobias Oehler	<b>POSITION:</b> EMS Educator
<b>ADDRESS:</b> (Street, City, State/Province, Zip/Postal Code)		
<b>EMAIL ADDRESS:</b>		<b>PHONE NUMBER:</b>



**CITY COUNCIL AGENDA REPORT**  
**DATE: April 1, 2024**  
**DEPARTMENT: POLICE**  
**Prepared by: Brian Wicke**  
**ADMINISTRATOR: RG**

**8-E**

**AGENDA ITEM: Declare Certain City Property Surplus and Approve Donation-Abandoned Bicycles**

**ACTION TO BE CONSIDERED:**

Adopt Resolution 2024 – 050 declaring certain City property as surplus and approving donation-abandoned bicycles.

**OVERVIEW:**

City Code 2-1 outlines the procedure for the sale of unclaimed or abandoned property. In addition to a general sale, the Chief of Police, at his or her discretion, may dispose of unclaimed property by a private sale through a non-profit organization that has a significant mission of community service. The sale through a non-profit corporation may be for nominal consideration.

Each year, Police Department staff performs an audit of bicycles recovered or abandoned throughout the year. As a result of the audit, sixteen (16) recovered or abandoned bicycles have been identified as not being reported stolen or lost and have saleable value. They are, therefore, eligible to be disposed of according to City Code. Police Department staff are working with Boy Scout Troop Number 95 relating to the transfer of this property. Their project plan outlines a date to be determined where they will offer, for sale to the public at a price they feel is fair, each of the bicycles. Additionally, Boy Scout Troop Number 95 plans to donate 10% of their profits to the City. The remaining revenue generated from the sale will be used to help support various troop outings.

**SOURCE OF FUNDS:**

N/A

City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2024-050**

RESOLUTION DECLARING CERTAIN CITY PROPERTY SURPLUS AND APPROVING  
DONATION

**WHEREAS**, through an internal audit, the Police Department has identified sixteen (16) recovered or abandoned bicycles, the ownership of which could not be determined. They are, therefore, eligible for disposal.

**WHEREAS**, Boy Scout Troop Number 95 has expressed interest in claiming the undamaged bicycles for a troop project. Their project plan outlines a date to be determined where they will offer, for sale to the public at a price they feel is fair, for each of the bicycles.

**WHEREAS**, Boy Scout Troop Number 95 plans to donate 10% of their profits to the City. The remaining revenue generated from the sale will be used to help support various troop outings.

**NOW, THEREFORE, BE IT RESOLVED:** the recovered or abandoned bicycles to be transferred to Boy Scout Troop Number 95 for a troop project are listed on the attached spreadsheet.

Adopted this 1<sup>st</sup> day of April, 2024.

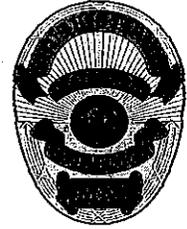
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City Clerk



# Container List Report

South St. Paul Police Department  
125 3rd Ave North  
South St Paul, MN 55075  
(651) 554-3300



Date and Time Printed: Mar 18, 2024 01:03 PM



**Case #:** 23000166      **Item #:** 1      **Org #:** 41979  
**Description:** Black mountain bicycle



**Case #:** 23001104      **Item #:** 1      **Org #:** 42396  
**Description:** black schwinn bicycle



**Case #:** 23001765      **Item #:** 1      **Org #:** 42634  
**Description:** Redline brand bike that is white in color



**Case #:** 23002038      **Item #:** 1      **Org #:** 42764  
**Description:** Found bike in the alley



**Case #:** 23002083      **Item #:** 1      **Org #:** 42777  
**Description:** Blue small BMX-style bike



**Case #:** 23002926      **Item #:** 1      **Org #:** 43135  
**Description:** Blue and purple Schwinn bicycle



**Case #:** 23002966      **Item #:** 1      **Org #:** 43144  
**Description:** Red and black Next brand bike. Will be entered into SAFE as found property.



**Case #:** 23002992      **Item #:** 1      **Org #:** 43148  
**Description:** red bike



**Case #:** 23003303      **Item #:** 1      **Org #:** 43295  
**Description:** Black Hyper Havoc FS Bicycle



**Case #:** 24000090      **Item #:** 1      **Org #:** 43342  
**Description:** White and purple Mongoose 6061 bicycle



**Case #:** 24000112      **Item #:** 1      **Org #:** 43346  
**Description:** Blue Bike



**Case #:** 24000302      **Item #:** 1      **Org #:** 43448  
**Description:** Green "Free Spirit" bike



**Case #:** 24000635      **Item #:** 1      **Org #:** 43614

**Description:** One bike all black with light blue wheels and red rims. Make/Model/Serial # covered by paint.



**Case #:** 24000635      **Item #:** 2      **Org #:** 43615

**Description:** One bike is all black with small red hyper designs.



**Case #:** 23001771      **Item #:** 1      **Org #:** 42635

**Description:** Wiseco



**Case #:** 24000097      **Item #:** 1      **Org #:** 43343

**Description:** Black and orange Mongoose bicycle



**CITY COUNCIL AGENDA REPORT**  
**DATE: April 1<sup>st</sup>, 2024**  
**DEPARTMENT: ADMINISTRATION**  
**PREPARED BY: Ryan Garcia**  
**ADMINISTRATOR:**

**8-F**

**AGENDA ITEM: Approve Change Order #8 (City Hall Remodel)**

**ACTION TO BE CONSIDERED:**

Through Consent, Motion to approve Change Order #8 for the City Hall Remodeling Project.

**OVERVIEW:**

This change order encompasses additional work relating to unforeseen conditions including:

- Additional footings, foundations, and columns for fire department vestibule addition and fire pole infill.
- Additional month of forklift rental during roof re-installation.

Total cost of the changes: \$49,645.50.

**SOURCE OF FUNDS:**

The City Hall Remodel is funded through the Capital Programs Fund; the project is within the budgeted amounts as of this final change order.



# AIA® Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Phase 1 City Hall, Fire, Police Renovation  
(212198)  
125 3rd Avenue North  
South Saint Paul, Minnesota 55075

**CONTRACT INFORMATION:**  
Contract For: General Construction  
  
Date: April 1, 2022

**CHANGE ORDER INFORMATION:**  
Change Order Number: Eight (8)  
  
Date: March 19, 2024

**OWNER:** *(Name and address)*  
City of South Saint Paul  
125 3rd Avenue North  
South Saint Paul, Minnesota 55075

**ARCHITECT:** *(Name and address)*  
Wold Architects and Engineers  
332 Minnesota Street, Suite W2000  
Saint Paul, Minnesota 55101

**CONTRACTOR:** *(Name and address)*  
Weber, Inc.  
2497 7th Avenue East, Suite 110  
North Saint Paul, Minnesota 55109

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

PR 004 – Additional Columns for vestibule addition and fire pole infill due to existing masonry walls not being about to be grouted. *Add \$18,555.59*

PR 025 – New footings and new foundations to support new columns from PR 004 due to existing footings and additional steel added to joist based on existing conditions. *Add \$26,193.45*

PCO 012 – Additional month of fork lift rental during roof re-installation due to unforeseen existing roof conditions. *Add \$4,896.46*

**TOTAL CHANGE ORDER NO. 8 ADD \$49,645.50**

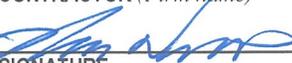
The original Contract Sum was	\$ 2,095,000.00
The net change by previously authorized Change Orders	\$ 259,205.92
The Contract Sum prior to this Change Order was	\$ 2,354,205.92
The Contract Sum will be increased by this Change Order in the amount of	\$ 49,645.50
The new Contract Sum including this Change Order will be	\$ 2,403,851.42

The Contract Time will be unchanged by Zero (0) days.  
The date of Substantial Completion will be July 31, 2023

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Wold Architects and Engineers  
**ARCHITECT** *(Firm name)*  
  
SIGNATURE  
Paige Sullivan | AIA, Associate  
PRINTED NAME AND TITLE  
March 19, 2024  
DATE

Weber, Inc.  
**CONTRACTOR** *(Firm name)*  
  
SIGNATURE  
Iran Weiss - Vice President  
PRINTED NAME AND TITLE  
03/19/2024  
DATE

City of South Saint Paul  
**OWNER** *(Firm name)*  
\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINTED NAME AND TITLE  
\_\_\_\_\_  
DATE



**City Council Agenda**  
Date: April 1, 2024  
Department: Administration/HR  
Administrator: RG

8-G

**Agenda Item: Accept Letter of Resignation – HRA Caretaker**

**Action to be considered:**

Motion to accept letter of resignation from Maricel Kurth – Caretaker at the HRA High Rise Buildings.

**Overview:**

Maricel Kurth, Caretaker at the HRA High Rise Buildings has submitted her letter of resignation effective March 29, 2024. Maricel began employment with the City of South St. Paul in December 2023. We wish her well in her future endeavors.

Staff asks Council to accept the letter of resignation and authorize staff to start the recruitment process to fill the vacated position.

**Source of Funds:**

HRA Budget

March 19, 2024

Hi Jenny,

I would like to inform you of my intention to resign from housekeeping at City of South St. Paul. My last day will be on March 29, 2024.

Thank you,  
  
Maricel Kurth



**CITY COUNCIL AGENDA REPORT**  
**DATE: April 1, 2024**  
**DEPARTMENT: POLICE**  
**Prepared by: Brian Wicke**  
**ADMINISTRATOR: RG**

**8-H**

**AGENDA ITEM: Purchase of Three (3) Police Vehicles**

**ACTION TO BE CONSIDERED:**

Motion authorizing the purchase of three (3) police vehicles at a combined price of \$130,739.82.

**OVERVIEW:**

Police Department vehicles are included in the Central Garage fund, a self-sustaining fund, and are replaced from the fund as needed. As part of its regular fleet rotation and replacement program, the Police Department plans to replace three police vehicles in 2024. Two of the vehicles to be purchased are Ford Police Interceptor Utility squads, and the third is a Ford Explorer, both of which the department has been using since 2012 and has shown the dependability required for police operations.

The police vehicles scheduled to be replaced are reaching the end of their respective life for effective police service as they are accumulating high mileage, engine hours, and have become increasingly costly to maintain.

Police staff recommends the purchase of two (2) 2025 Ford Police Interceptor Utility squads from State Contract #158505 at a combined cost of \$88,447.88 and one (1) 2025 Ford Explorer squad from State Contract #169305 for \$42,291.94. Procuring these vehicles through the contracts with the State of Minnesota Cooperative Purchasing Venture leverages the purchasing power of the entire state and allows the purchase without a separate bidding process. The total budgetary impact of this purchase, including changeover costs and replacement equipment, was discussed during the budgetary process and is included in the 2024 Central Garage budget.

**SOURCE OF FUNDS:**

Central Garage Fund



<b>QUOTATION</b>		<b>FORD of HIBBING</b>		<b>CONTACT</b>	
CONTRACT # 169035		2627 13th AVE HIBBING, MN 55746 218-262-3881 800-894-7579		<b><u>TIM CARRUTH</u></b> timcarr33@yahoo.com	
EST DELIVERY TIME 150 - 210 ARO				BOB O'HARA 218-349-8955 <a href="mailto:rwohara01@aol.com">rwohara01@aol.com</a>	
FHS					
		U-16			
BASE MODEL		2025 Ford Explorer XLT AWD		K8D	
		200A		X	
3,328.00		202A -inc: SecuriCode Keyless Entry Keypad, Acoustic-Laminated Front Side Windows, Remote Start System, Heated Steering Wheel, LED Fog Lamps, silver-painted front skid plate elements		202A	
ADDED OPTIONS		Engine: 2.3L EcoBoost I-4 -inc: auto start-stop technology (STD)		99H	
		10 SPEED AUTOMATIC		44T	
		CRUISE CONTROL			
		AIR CONDITIONING			
\$179.00		BLOCK HEATER		41H	
\$177.00		SPLASH GUARDS		A3EAB	
\$2,896.00		Active Comfort Convenience Pkg		68A	
\$42.00		Daytime Running Lights		942	
\$150.00		All Weather Floor Mats		16A	
\$188.00		FLOOR LINERS 1ST AND 2ND ROW inc: standard front and second row black carpet floor mats		FHEAB	
\$223.00		Cargo Area Management System -inc: cargo net, cargo well rubber mat and reversible load floor		BDCAF	
312.00		ADDITIONAL KEY/FOB COMB #		0	
N/C		STAR WHITE MET		AZ	
N/C		ICONIC SILVER		JS	
465.00		VAPOR BLUE		K1	
N/C		CARBONIZED GRAY		M7	
N/C		AGATE BLACK		UM	
N/C		OXFORD WHITE		YZ	
EXT COLOR		STD COLOR			
INT TRIM COLOR		EBONY CLOTH (POWER SEAT STD)		86	

	<b>TOTAL</b>			<b>\$ 42,291.94</b>
2,897.00	6.85% SALES TAX			-
249.50	LICENCE TITLE & REG TAX EXEMPT			-
20.00	TRANSIT TAX			-
	TOTAL per UNIT		X	<b>\$ 42,291.94</b>
	QTY	1		<b>\$ 42,291.94</b>

purchase order number

contact **Brian Wicke**

customer **South St. Paul Police Department**

phone **(651) 413-8301**

email [bwicke@sspnmn.org](mailto:bwicke@sspnmn.org)

billing address **125 3rd Avenue North  
South St. Paul, MN 55075**

delivery address **125 3rd Avenue North  
South St. Paul, MN 55075**

date ordered \_\_\_\_\_

order # \_\_\_\_\_



## City Council Agenda

Date: April 1, 2024

Department: Engineering

Prepared by: Nick Guilliams, City Engineer

Administrator: RG

8-I

### **Agenda Item: Approve Proposal with Kimley-Horn for Preliminary Design Services to Accommodate the Wakota Crossing Redevelopment Project**

#### **Action to be considered:**

Approve a proposal with Kimley-Horn for \$49,500 for preliminary design services needed to extend Verderosa Avenue and public utilities to access the proposed Wakota Crossing Redevelopment.

#### **Overview:**

Staff has been working with Capital Partners for the past year on a proposed light industrial project, Wakota Crossing Redevelopment, comprising a Class A Office-Warehouse building with a total of 182,700 gross square feet of leasable space. To accommodate this project, Verderosa Avenue, which is a public street, must be extended along with public utilities such as water, sanitary sewer, and storm sewer. The first step is the preparation of a preliminary engineering layout and cost estimates that can be shared with Capital Partners to accommodate the development. The cost of this extension will be funded, wholly or partially, by a grant received from the United States Department of Housing Urban Development (HUD) Community Project Funding of \$3,000,000. The project is expected to generate significant economic benefits, create job opportunities, and foster growth in the local community.

#### **Recommendation:**

Staff recommends that the Council approve a proposal with Kimley-Horn for \$49,500.

#### **Source of Funds:**

Capital project funds with reimbursement from HUD Community Project Funding.



March 27<sup>th</sup>, 2024

Mr. Nick Guilliams  
City Engineer  
City of South St. Paul  
125 3<sup>rd</sup> Avenue North  
South St. Paul, MN 55075

**RE: *Verderosa Avenue Extension Project Preliminary Design***

Dear Mr. Guilliams:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this proposal to the City of South St. Paul (City) for professional engineering services for preliminary engineering of the Verderosa Avenue Extension Project. Our project understanding, proposed scope of services, schedule, and fee are detailed below.

**PROJECT UNDERSTANDING**

We understand the City of South St. Paul is seeking a preliminary engineering layout for an extension of Verderosa Avenue extended onto the private development site located at the former MCES site south of I-494 and east of Hardman Avenue. This segment of roadway will connect the development site to roadway network of South St. Paul and also extend public utilities (watermain and sanitary sewer) to the site. Our understanding of the limits of the roadway extension is shown in the attached project map.

We understand the City is seeking preparation of a preliminary engineering layout and cost estimates for the roadway and public utility improvements. The preliminary engineering will include a review of the HUD grant agreement and coordination with City, review agencies, and developer staff to understand final design and implementation requirements for the project. The project is anticipated to begin construction in late 2024 or early 2025.

The extension of Verderosa Avenue is also anticipated to impact the City of South St. Paul's community garden and compost site. These two sites are important amenities for the community of South St. Paul and will need to be re-established as part of establishing the alignment for the Verderosa Avenue extension.

## **SCOPE OF WORK**

### **Task 1: Project Management, Coordination, and Meetings**

#### **Task 1.1 – General Project Management and HUD Funding Compliance Review**

Kimley-Horn will provide overall project management and utilize internal project management tools to monitor budgets, staff roles, and responsibilities for the project. We will communicate project updates directly with the City's project manager.

We will review the HUD grant agreement to further understand process and deliverable requirements for the final design of the Verderosa Avenue Improvements. We have assumed the preliminary phase of the project will commence in February 2024 and be complete by April 2024.

#### **Task 1.2 Agency Permitting/Approval Review**

Kimley-Horn will work City and Developer staff to understand permitting and approvals necessary for the final design and construction of the Verderosa Avenue extension. We have assumed this coordination and review will include USACE requirements related to work within existing easements and levee boundaries, funding agency requirements, and coordination with the adjacent MCES property.

#### **Task 1.3 – Project Meetings**

We will prepare materials for and conduct up to two (2) project team meetings, including one (1) project kickoff meeting. Kimley-Horn will have up to two (2) staff present at each meeting and will be responsible for scheduling, agenda, and summary notes. We have assumed the project team meetings will be comprised of City, Kimley-Horn, and development staff. We have also assumed one (1) additional coordination meeting with applicable funding agency staff to determine funding-specific permitting and design requirements.

### **Task 2: Geotechnical Investigation**

#### **Task 2.1 – Geotechnical Investigation**

Braun Intertec, as a Kimley-Horn sub-consultant, will provide professional geotechnical services for the project. Braun is familiar with the project area, as they were a part of the recent trailhead project located adjacent to the project. As part of the project, they anticipate the need for two (2) SPT borings within the existing community garden area and for four (4) SPT borings outside the community garden area, both on the north and south side. Laboratory testing will be performed to evaluate soil properties and generate a Geotechnical Evaluation Report and provide pavement and utility subgrade preparation recommendations.

#### **Task 2.2 – Test Pit Investigations**

The project anticipates impacts to remnants of the old wastewater treatment plant clarifier tanks that appeared to be present at the site in the 1970s. During the adjacent trailhead project, a clarifier tank was encountered and infilled with 3-inch diameter crushed rock with much of the concrete and piping associated with the structure left in place below a few feet of cover soil. Based on the proposed

roadway alignment and historical aerial photos of the site, it is recommended to excavate a test pit to identify the extents of former wastewater plant clarifier tanks. Braun Intertec, as a Kimley-Horn sub-consultant, will conduct the test pit investigation along the proposed roadway alignment to establish limits of the in-ground clarifier tanks and collect soil samples.

### Task 3: Topographic Survey

Egan, Field & Nowak, Inc. (EFN), as a Kimley-Horn sub-consultant, will provide professional surveying services for the project. Topographic survey will include existing private and public utility information, existing right of way mapping and existing physical features within the project area. All survey will be completed in Dakota County US Foot coordinates. Measure down information on storm sewer will also be obtained. EFN performed survey services for adjacent projects and is familiar with the project area. This proposal assumes limited to no snow cover for survey work.

### Task 4: Preliminary Design Layout

Kimley-Horn will complete a preliminary design layout based on the alignment provided by City staff and coordination with the developer. The layout will include roadway plan and profile as well as watermain and sanitary sewer layouts. It is assumed that the roadway extension terminates at the southern property line of the proposed development, as depicted in the attached project map. The preliminary design layout for the future extension west to Hardman Avenue is not included in this project. The preliminary layout will include identifying location and access to the relocated community gardens and compost site. We have assumed two iterations of the roadway alignment will be reviewed by City and developer staff.

The final submittal of the preliminary design will also include an Engineer's Opinion of Probable Cost. We have assumed we address one (1) round of comments from City and/or developer staff to finalize the preliminary layout and estimates.

### SCHEDULE

The following is a summary of the anticipated project schedule for the project.

Notice to Proceed	April 2, 2024
Topographic Survey	April 2024
Prepare Preliminary Layout	April - May 2024
Finalize Preliminary Layout	May 2024
Geotechnical Investigation	April – May 2024
Begin Final Design	June 2024

## **ESTIMATED COSTS**

Kimley-Horn will provide the scope of services identified above on an hourly basis. Our total estimated cost for the Scope of Services is summarized in the table below.

Task 1 – Project Management, Coordination and Meetings	\$ 7,500
Task 2 – Geotechnical Investigation	\$ 21,800
Task 3 – Topographic Survey	\$ 5,000
Task 4 – Preliminary Design Layout	\$ 13,000
<i>Reimbursable Expenses</i>	<i>\$ 1,500</i>
<b>Total</b>	<b>\$ 49,500</b>

We propose to complete the services on an hourly basis with a not-to-exceed cost of **\$49,500** including all labor and reimbursable expenses. A detailed breakdown of hours and fees per task is attached. Labor fee will be billed according to our current standard hourly rate schedule. Fees and times stated in this Proposal are valid for 120 days after the date of this letter.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please feel free to contact me at 651-643-0449 or [eric.fosmo@kimley-horn.com](mailto:eric.fosmo@kimley-horn.com) if you have any questions.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Eric Fosmo, P.E.

Project Manager/Vice President

Attachment 1 – Project Map

c:\Marketing\Cities\South St. Paul\Verderosa Extension - Wakota Crossing\CAD\Verdosa\_Scope.dwg January 12, 2024 - 9:59am





**CITY COUNCIL AGENDA REPORT**  
**DATE: April 1, 2024**  
**DEPARTMENT: ADMINISTRATION**  
**PREPARED BY: Ryan Garcia**  
**ADMINISTRATOR: \_\_\_\_\_**

**8-J**

**AGENDA ITEM: 2024 State Bonding - Resolution of Support for Aquatic Facility Pre-Design & Design**

**ACTION TO BE CONSIDERED:**

Through Consent, Motion to approve Resolution 2024 – 51, supporting a request for state bonding assistance for the preliminary design and design of a public outdoor swimming pool and aquatics center to replace the existing, functionally obsolete Northview Pool.

**OVERVIEW:**

The Minnesota Legislature’s Capital Investment Committees in both the House and Senate are currently holding public hearings for local requests for state capital investment (or “bonding”) funds in the 2024 session. Last fall, the City submitted a request through the formal bonding request process to assist with the design and construction of a replacement public works facility, which is being considered this session. In addition, early in 2024 Staff worked with Representative Rick Hansen’s office to draft a bill that would provide the City with \$500,000 to complete all preliminary design/planning and all design work for a new pool and aquatics facility, as it became apparent through the City’s Parks and Recreation Master Planning and City Buildings and Facilities Master Planning processes that the existing aquatics offerings in South St. Paul – particularly the pool at Northview Park – suffered from obsolescence and critical maintenance liabilities. The Parks and Recreation Master Plan Update has included a substantial level of public engagement, and through this engagement it is clear that retention of an outdoor swimming pool in South St. Paul is a priority recommendation for the community. The attached resolution expresses to the Minnesota Legislature the City’s request and justification for State assistance in the pre-design and design process.

**SOURCE OF FUNDS:**

If successful through the legislative process, the \$500,000 in state assistance would take the form of a grant to the City to undertake preliminary design and design of a new pool/aquatic facility, and is anticipated to cover most of the costs for these services.

City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2024-51**

**REQUESTING STATE BONDING FUNDS FOR PRELIMINARY DESIGN AND  
DESIGN OF A NEW SWIMMING POOL AND AQUATICS CENTER**

**WHEREAS**, the City of South St. Paul (the “City”) has continuously operated public swimming pools since 1939, providing generations of households from throughout northern Dakota County, southern Ramsey County, and the Twin Cities Metropolitan Area with opportunities for aquatic recreation in summer months; and

**WHEREAS**, the City’s current public swimming pool, located at Northview Park, has been in operation since 1956, with most of its core infrastructure and mechanical systems, including pool filtration, inflow and outflow piping, the pool house and the pool basin all being of original construction with minimal modernization and now more than 65 years old; and

**WHEREAS**, due to its age, the City’s current swimming pool is plagued by significant maintenance, reliability, accessibility, safety and efficiency defects, widespread cracking, peeling, and disintegration of the basin surface, periodic pipe bursts causing service disruption leading to loss of revenue and unrecoverable repair costs, and an average annual daily water loss of 12,000 gallons in the 2023 summer season; and

**WHEREAS**, through an independent and objective analysis, Kraus-Anderson prepared for the City a Facilities Condition Assessment pertaining to each of the City’s major buildings and facilities including the public swimming pool at Northview Park, which specifically identifies the pool to be in “Critical” condition to suggest that the facility is beyond its useful life and the cost to repair, renovate, or modernize the existing facility exceeds its current value and would not be in the City’s best financial interest; and

**WHEREAS**, the City has undertaken an update to its Parks and Recreation Master Plan with HKGi which, among many other things, has identified that the public swimming pool at Northview Park is obsolete and, in spite of its value to the community, requires replacement; and

**WHEREAS**, the City has identified the costs to undertake a preliminary design and pre-design study for a replacement pool and aquatics center as well as to undertake facility design and engineering for a replacement pool and aquatics center would amount to \$500,000 (collectively, the “Project”); and

**WHEREAS**, largely by virtue of the economically catastrophic decline and eventual loss of the stockyards and meat processing industries in the mid- to late- 20<sup>th</sup> Century, the City of South St. Paul now has the lowest Property Tax Capacity among cities in Dakota County and ranks 153<sup>rd</sup> of 231 ranked Minnesota Cities in Taxable Tax Capacity, while also having the highest Property Tax Capacity Rate in Dakota County and 38<sup>th</sup> highest Property Tax Capacity Rate among Minnesota’s 100 largest municipalities; and

**WHEREAS**, the Project is not possible without State assistance given the costs of the Project and the City’s financial and operational limitations.

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

1. The City hereby requests a General Fund Appropriation from the State of Minnesota in FY2024 in the amount of \$500,000.00 for the purposes of predesign and design of a new public swimming pool and aquatics center in South St. Paul.
2. The Appropriation includes, but is not limited to, funds to support architectural predesign, architectural, structural, and mechanical design of a new swimming pool and aquatics center, civil engineering of stormwater, wastewater, and other utility infrastructure systems to service the new public swimming pool and aquatics center, engineering, design, and development of specifications for machinery and equipment customarily used in and at swimming pools and aquatics centers, and site design for the new public swimming pool and aquatics center.

Adopted this 1<sup>st</sup> day of April, 2024

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City Clerk



**AGENDA ITEM: Approve Joint Powers Agreement with Dakota County – Distribution of Opioid Settlement Funds**

**ACTION TO BE CONSIDERED:**

Through Consent, Motion to approve attached Joint Powers Agreement (JPA) with Dakota County for Opioid Settlement Funds.

**OVERVIEW:**

As part of a multi-state lawsuit against opioid manufacturers and distributors, the State of Minnesota received a settlement payout of more than \$300 million, with 75% of settlement dollars going (proportionally based upon a formula) to all Minnesota Counties as well as 33 cities with populations over 30,000 on an annual basis through 2038. South St. Paul does not receive a direct allocation of these funds based upon our population size, however Dakota County has started receiving their annual allocation of more than \$16,000,000 (total) and has “carved out” a portion of 2024 funds to be distributed to the Cities of South St. Paul, West St. Paul, Mendota Heights, Farmington, Rosemount, and Hastings. A total of \$195,000 has been set aside for the six communities, as follows:

City	Original MOA Percentage	Percentage of City Designated Funds	City Designated Funds
Farmington	0.1233974343%	11.90%	\$23,201
Hastings	0.1717081346%	16.56%	\$32,285
Mendota Heights	0.0821776269%	7.92%	\$15,451
Rosemount	0.1131711446%	10.91%	\$21,279
South St. Paul	0.3555870478%	34.29%	\$66,858
West St. Paul	0.1910746887%	18.42%	\$35,926

The Dakota County Board of Commissioners approved the allocation formula and JPA at their meeting on Tuesday, March 26. Staff anticipates that these funds could help support:

- Enhanced public information and outreach about the crisis in our community
- Additional training for first responders and, as appropriate, other City Staff.
- Pilot a “community” training/education campaign around opioid response
- Sharps and medications disposal

- Pilot a care coordination/follow-up partnership with service providers familiar with and active in our community (essentially a “lite” version of the 2023 OERAC proposal that was not funded through the grant)

The Joint Powers Agreement (JPA) is required by the County prior to delivery of any funds. A draft of the JPA is attached for consideration. Along with West St. Paul, SSP has asked for an edit to Section 8 of the JPA, which the County has proposed as follows:

- 8. The Contractor shall not engage subcontractors under this Agreement without the written consent of the County. It is the Contractor’s responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to the Contractor.*

Staff will continue to work with Dakota County and other partners to advocate for additional resources to help our community and County combat the opioid epidemic, above and beyond this allocation. The County has signaled a willingness to support a renewed/revised application for the OERAC grant, and we remain optimistic that as the County’s Opioid Advisory Committee settles in there will be additional opportunities to leverage the County’s support for additional innovative and effective programs and approaches to these efforts. In the meantime, we look forward to the Council’s feedback and direction on the proposed JPA and allocation approach.

**SOURCE OF FUNDS:**

The JPA provides direct funding from Dakota County to the City for activities directly related to combatting the opioid crisis in South St. Paul.

City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2024-54**

**APPROVING A JOINT POWERS AGREEMENT BY AND BETWEEN THE CITY OF  
SOUTH ST. PAUL AND DAKOTA COUNTY FOR A GRANT OF OPIOID  
SETTLEMENT FUNDS**

**WHEREAS**, the City of South St. Paul (the “City”) has reviewed and considered a Joint Powers Agreement (the “JPA”) whereby Dakota County agrees to make grants to the City and other select municipalities under 30,000 in population located in Dakota County from funds from a National Opioid Settlement; and

**WHEREAS**, the JPA provides that the City will spend grant funds in compliance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA).

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

1. The Dakota County Opioid Settlement Funds Joint Powers Agreement and the transactions contemplated thereby are hereby, in all things, adopted and approved.
2. That the Mayor and City Administrator are authorized to execute and deliver the Dakota County Opioid Settlement Funds Joint Powers Agreement in the name and on behalf of the City in the form hereby approved.

Adopted this 1<sup>st</sup> day of April, 2024

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City Clerk

**JOINT POWERS AGREEMENT  
BETWEEN THE COUNTY OF DAKOTA AND  
CITY OF SOUTH ST PAUL, MINNESOTA**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Public Health, and the City of South St. Paul, 125 third Avenue N., South St Paul, MN 55075 ( “Contractor”), by and through their respective governing bodies.

**RECITALS**

**WHEREAS**, the County and the Contractor are governmental units as that term is defined in Minn. Stat. §471.59;

**WHEREAS**, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units;

**WHEREAS**, the County has received funds from the National Opioid Settlement;

**WHEREAS**, the County is permitted to make grants of Opioid Settlement Funds to recipients who spend the funds in compliance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA); and

**WHEREAS**, the County is providing Contractor with Opioid Settlement Funds described herein based the grant expenditure requirements outlined in Exhibit 2, Service Grid.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the County and Contractor hereby agree as follows:

1. Effective Date. This Agreement shall be effective as of the dates of signature by the parties through July 1, 2026.
2. Purpose. The purpose of this Agreement is to provide Opioid Settlement Funds from the County to the Contractor. Such funds shall be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid.
3. Contractor’s obligations under Opioid Settlement Agreements. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement document (“MOA”), which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf), and the Reporting and Compliance Addendum document, which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (“Addendum to MOA”). Contractor agrees to comply with all terms and conditions that are applicable to Participating Local Governments, recipients and grantees under such MOA and Addendum.

In accordance with Part III., Section D of the MOA, Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Under the Addendum to MOA, Part I. Section f, a Participating Local Government that receives Opioid Settlement Funds and grants those funds to subrecipients or grantees, including to other Local Governments, is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity's reporting obligations. Contractor therefore must comply with such monitoring and tracking requirements for the funds it receives under this Agreement. Pursuant to the Addendum to MOA Part II, Section b, all grantees and subrecipients must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients and grantees must also comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11." Under Section C, all Participating Local Governments must maintain, for a period of at least six years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures.

4. County Obligations. The County agrees to reimburse the Contractor in an amount not to exceed \$ 66,858.00 for costs incurred in performing services fulfilling the Purpose described above from the Effective Date through July 1, 2026.
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the Contractor may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement. The County will reimburse the Contractor within 45 calendar days of the Contractor's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted as outlined in Exhibit 2, Service Grid. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA), which states the following in part:
  1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
  2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in Exhibit A to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.
6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications only to the extent authorized by a specific resolution of the party's governing board. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:  
Marti Fischbach, Community Services Director  
Telephone: 651-554-5742  
Email: [Marti.Fischbach@co.dakota.mn.us](mailto:Marti.Fischbach@co.dakota.mn.us)

Liz Oberding, has the responsibility to monitor the Contractor's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The Contractor's Authorized Representative is:

James P. Francis, Mayor of City of South St. Paul

Telephone: 651-554-3200

Email: [jfrancis@southstpaul.org](mailto:jfrancis@southstpaul.org)

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the Contractor.
8. Use of Subcontractors. The Contractor shall not engage subcontractors under this Agreement without the written consent of the County. It is the Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to the Contractor.
9. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of Contractor, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions Contractor may be legally responsible. Nothing herein shall be construed as a waiver by Contractor of any of the immunities or limitations of liability to which it may be entitled pursuant to Minn. Stat. Ch. 466 or any other statute or law.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the Contractor shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.

13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.
15. Compliance with Law. The Contractor agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
16. Default and Remedies.
  - (a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the Contractor fails to fully comply with any material provision, term, or condition contained in this Agreement.
  - (b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the Contractor written notice of an event of default, the Contractor shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the Contractor is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the Contractor shall propose in writing the actions that the Contractor proposes to take and the schedule required to cure the event of default.
  - (c) Remedies. Upon the Contractor's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:
    - (1) The County may refrain from disbursing the settlement monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
    - (2) The County may enforce any additional remedies it may have in law or equity.
    - (3) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination

shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

17. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, Federal or other sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.
18. Ownership of Materials and Intellectual Property Rights.
  - (a) Except as otherwise required by Minnesota or Federal Law, the County agrees to, and hereby does, assign all rights, title and interest it may have in the materials conceived or created by the Contractor, or its employees or subgrantees, and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (“Materials”).
  - (b) The Contractor represents and warrants that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. Contractor shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.
19. Exhibits. The following exhibits are attached to and incorporated within this Subgrant Agreement.
  - Exhibit 1: Standard Assurances;
  - Exhibit 2: Service Grid;
  - Exhibit 3: Invoice Form.
21. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
22. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

**COUNTY OF DAKOTA**

\_\_\_\_\_  
Assistant County Attorney/Date

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Dakota County Contract \_\_\_\_\_  
Dakota County BR 22- \_\_\_\_\_

**CITY OF SOUTH ST. PAUL, MINNESOTA  
CONTRACTOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**  
**STANDARD ASSURANCES**

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals\* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

\*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY.** When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS.** By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [https://oig.hhs.gov/exclusions/exclusions\\_list.asp](https://oig.hhs.gov/exclusions/exclusions_list.asp)

Attycv/Exh SA (Rev. 1-23)

**EXHIBIT 2 – Service Grid**

**Purpose**

On October 3, 2023, County held a board workshop to discuss next steps related to the opioid response. As a part of that meeting, Public Health requested the provision of Opioid Settlement funding to cities in Dakota County with populations between 10,000 and 30,000, which includes Contractor, to support eligible activities in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement funded through the National Opioid Settlement Funds.

**Goal**

Provide Contractor with access to opioid settlement funds

**Service Expectations**

- Contractor may only use these funds in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum Of Agreement and Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum found at the following links:
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf)
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)

**Process Measures**

In accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA), the process for drawing from special revenue funds is as follows.

1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the County or Contractor intends to fund, using the item letter and/or number in Exhibit A to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.

In accordance with Part III., Section D of the MOA, grant making is considered allowable such that participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Furthermore, under the Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum under Part I. Section F. “any Participating Local Government that directly receives Opioid Settlement Funds and grants those funds to subrecipients or grantees, including other Local Governments, is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity’s reporting obligations.” All grantees will further be “subject to audit and Data Practices Act. All contracts and pass-through disbursements of Opioid Settlement Funds to subrecipients or grantees must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients or grantees must comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11.”

Given these allowances, Contractor will be required to adhere to the process for drawing from special revenue funds, as outlined in the Part III, Section C of the MOA, which states City Council resolution is required for authorization of expenditures of Opioid Settlement funds.

## Outcome Measures

- Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum Of Agreement Reporting And Compliance Addendum
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)

## Reporting

- Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum Of Agreement Reporting And Compliance Addendum
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)
- Reporting is based on expenditures made during the calendar year (January-December) and should be due from cities no later than Feb. 15 of the following year.
- Reporting is required in accordance to the DHS reporting addendum Appendix A
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (found on last page)

## County Responsibilities

- County will be responsible for submitting required reporting to DHS by March 31, annually.
- Facilitate opportunities for Public Health staff to provide feedback on related strategies and work related to the expenditure of Opioid Settlement Funds
- Collaboratively plan strategy and logistics for successful expenditure of Opioid Settlement Funds
- Process invoices for the reimbursement of the use of funds

## Billing Procedures

- County will be responsible for the processing of reimbursements for the use of funds
- Invoice provided as Exhibit 3, shall be submitted to [PHInvoices@co.dakota.mn.us](mailto:PHInvoices@co.dakota.mn.us) via email.

Include the specific city council resolution approving the expenditure for opioid settlement funds to this invoice

The resolution must:

- (i) indicate that it is an authorization for expenditures of opioid settlement funds;
  - (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in Exhibit A to identify each funded strategy, if applicable; and
  - (iii) state the amount dedicated to each strategy for a stated period of time
- The County shall make payment to Contractor within forty-five (45) days of the date on which the invoice is received, and services are accepted by the County.
  - If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within forty-five (45) days.

## Inclusion, Diversity & Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice.

[For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

The County further recognizes that pervasive racism, discrimination and other institutional and community biases, as well as harm from historical trauma, are experienced by cultural communities and that this may contribute to overrepresentation of cultural communities in some County services. Appropriate service delivery often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias. At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

It is expected that while performing services for the County, the Contractor shall abstain from unacceptable behaviors including, but not limited to:

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services for the County are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with County staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the termination provision in the Contract.





**CITY COUNCIL AGENDA REPORT**  
**DATE: 4/1/2024**  
**DEPARTMENT: CITY CLERK**  
**Prepared by: Deanna Werner**  
**ADMINISTRATOR:RG**

9-A

**AGENDA ITEM:**

Call for Public Hearing on an Application for an On-Sale Intoxicating Liquor License/Sunday Liquor License at 1519 5th Ave S.

**ACTION TO BE CONSIDERED:**

To call for a public hearing to be held on Monday, April 15, 2024, to consider the application for an On-Sale Intoxicating Liquor License/Sunday Liquor License by Honduras Kitchens, LLC located at 1519 5th Ave. S.

**OVERVIEW:**

The City has received an application for an On-Sale and Sunday Intoxicating Liquor License by Honduras Kitchens, LLC, located at 1519 5th Ave S. The applicants are currently located in the space owned by Escalon, Inc. Escalon currently holds an On-Sale Intoxicating & Sunday Liquor License but will be terminating the license they currently possess upon the granting of a license to Honduras Kitchens.

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

As required by City Code, the City Council now needs to call for a public hearing. Staff is recommending the hearing be scheduled for Monday, April 15th, 2024.

**SOURCE OF FUNDS: N/A**



**CITY COUNCIL AGENDA REPORT**

**DATE: 4/1/2024**

**DEPARTMENT: CITY CLERK**

**Prepared by: Deanna Werner**

**ADMINISTRATOR:RG**

**9-B**

**AGENDA ITEM:**

Call for Public Hearing on an Application for a Consumption & Display Liquor Permit.

**ACTION TO BE CONSIDERED:**

To call for a public hearing to be held on Monday, April 15, 2024, to consider the application for an

**OVERVIEW:**

The City has received an application for a Consumption & Display Liquor Permit at 111 Concord Exchange, the Mexatlan. The applicant is currently operating the Mexatlan Mercado and is looking to expand the business to allow events to occur, similar to the former VFW, which occupied the space in the past.

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

As required by City Code, the City Council now needs to call for a public hearing. Staff is recommending the hearing be scheduled for Monday, April 15th, 2024.

**SOURCE OF FUNDS: N/A**



## CITY COUNCIL AGENDA REPORT

DATE: APRIL 1, 2024

DEPARTMENT: PLANNING AND CITY CLERK

Prepared By: Michael Healy, Planning Manager & Deanna Werner, City Clerk

ADMINISTRATOR: RG

10-A

### **AGENDA ITEM: Second Reading- Ordinance Updating Rental Licensing Regulations**

#### **ACTION TO BE CONSIDERED:**

Motion to approve Ordinance 1423 updating rental licensing regulations.

#### **OVERVIEW:**

##### **Application**

The Applicant is the City of South St. Paul. A first reading was held at the March 18, 2024 meeting.

##### **Background**

City Staff recently formed a new interdepartmental working group called the “Problem Property Team” which meets monthly to find solutions to the community’s most challenging code enforcement issues. The team includes the Planning Manager, the City Clerk, the Building Official, the Deputy Fire Chief, the Police Chief and Police Commander, the Code Enforcement Officer, and the City Attorney. The Problem Property Team works to fix problems with individual properties and to find big picture solutions to complicated policy issues. The team has been working diligently to respond to City Council direction related to rental housing:

- At their December 11, 2023 Worksession, the Council discussed potential ways to improve rental inspections, which are currently performed by independent housing evaluators who are licensed by the City. There was consensus that the inspections program needs to be improved, but there was not consensus around whether the best approach is to bring inspections “in-house” or to try to improve the existing independent housing evaluator program.
- At their December 18, 2023 meeting, the Council approved a settlement agreement with a rental property owner to give them 120 days to rehabilitate a hazardous building that they own in South St. Paul. The same ownership group owns numerous rental properties throughout the community and is a known bad actor. The City Council directed the City Attorney to research ways to update the rental licensing ordinance to give the City better tools to deal with landlords who are bad actors.
- At their March 11, 2024 Worksession, the City Council reviewed a draft ordinance prepared by the Problem Property Team that would update the rental licensing ordinance to give the City additional tools to address landlords who are bad actors. The Council also discussed different approaches that could be used to improve rental inspections. There was consensus to move forward with the following course of action:

1. City Staff will bring forward the proposed ordinance.
2. The guidelines for rental inspections will be updated so that there is more oversight and accountability for independent housing evaluators who are conducting rental inspections.
3. City Staff will explore setting up a pilot program to bring rental inspections “in-house” on a trial basis. This could potentially involve the City contracting with a private inspection company to handle all rental inspections on behalf of the City.

Rental licenses are renewed in May of each year and renewal notices are going out in April. If the rental licensing ordinance can be updated before notices go out, this will allow the City Clerk to include information about the new code criteria in the mailed notice. This will ensure that rental property owners have accurate information about what needs to be submitted with their rental license application.

### **Issues Identified with Existing Rental Licensing Program**

The rental licensing program’s “status quo” has significant shortcomings:

1. The rental licensing ordinance allows the City to revoke the rental license of a specific rental property if the owner has been a bad steward of that specific rental property. The ordinance does not have a good mechanism for keeping that same bad landlord from purchasing other properties and obtaining rental licenses for those other properties.
2. The rental licensing ordinance does not currently require landlords who live far away from South St. Paul to designate a local agent. This means that landlords sometimes try to remotely manage their rental property from across the country. It is very challenging for City Staff to address code enforcement issues when dealing with an out-of-state landlord who has not authorized a local agent to handle problems at the rental property.
3. All rental inspections are performed by independent third-party evaluators who are hired directly by landlords to perform an inspection every three years. If the evaluators find hazards while completing the inspection, they submit an inspection report to the City Clerk that outlines the hazards. If they do not find hazards, they submit a document stating that they did not find hazards. The current process depends largely on the honor system. The City Clerk has no real way of knowing whether an inspection report is accurate or whether there are hazards that have not been marked.
  - a. It is fairly easy to obtain a housing evaluator license. To get a license to perform third-party housing inspections in SSP, an Applicant essentially just needs to have insurance and needs a certificate of competence from the City of Minneapolis or the City of Saint Paul. The annual fee to get a license is \$60.
  - b. There are twenty-one (21) housing evaluators who are licensed to do time-of-sale inspections in South St. Paul. Twelve (12) of those same evaluators are also licensed to do rental inspections. City Staff has observed that the twenty-one licensed evaluators do not have a consistent quality level. Some are very good and submit detailed reports while others have poor customer service skills and submit reports that are just barely adequate. Landlords can pick any evaluator on the list and many landlords have a favorite evaluator who they always hire. There is a

- strong incentive for a landlord to find an evaluator who is going to give them a favorable inspection and will not require expensive repairs to their rental property.
- c. Properties that City Staff knows have safety issues keep passing their rental inspections. There is a disconnect between the City's expectations and how some licensed housing evaluators are handling rental inspections.
  - d. The City Code sets a high bar for the denial or revocation of a housing evaluator license. It would take a large amount of Staff time and City Attorney time to revoke a housing evaluator license so it is unlikely that this step will ever be taken unless there is extreme misconduct, such as deliberate fraud.
4. The rental licensing program is tangled up with the time-of-sale program which is an entirely different housing inspection program with entirely different goals. Bad actors are exploiting this situation.
- a. The rental licensing ordinance allows a landlord to skip getting a rental inspection if their property has gotten a time-of-sale inspection during the previous 12 months. Time-of-sale inspections and rental inspections are similar but not identical. Time-of-sale inspections are often less detailed, which makes sense because the stakes are much lower. Most people buying a home are going to hire their own private inspector and will not rely solely on the time-of-sale inspection report. Renters, on the other hand, depend on the City's rental licensing program to help protect them from dangerous living conditions and they are unlikely to purchase their own independent building inspection before beginning their tenancy.
  - b. City Staff is aware of at least one bad actor that owns numerous rental properties throughout SSP and does not get rental inspections. Instead, they briefly pretend that they are going to sell each property every three years and obtain time-of-sale inspection reports. They then submit the time-of-sale reports to satisfy the City's inspection requirement in lieu of getting rental inspections. The housing evaluator who they use for their inspections is not licensed to do rental inspections and is only licensed to do time-of-sale inspections. Their approach to inspections is not considered a code violation because a time-of-sale report can legally be used in lieu of a rental inspection.

## Proposed Ordinance

The proposed ordinance would do the following:

- Separate the rental licensing program from the time-of-sale program.
  - The time-of-sale program is 100% being left alone.
  - Time-of-sale reports can no longer be used to skip getting a rental inspection.
  - The rental licensing ordinance will now have its own code criteria for housing evaluators instead of simply referencing the criteria used in the time-of-sale ordinance.
- Make it a misdemeanor to tear down the “UNLICENSED RENTAL” sign that the Code Enforcement Officer posts on the door of rentals that are operating without a license. *Some landlords currently tear down and ignore these posted notices.*
- Require any landlord who lives more than 75 miles away from their rental property to designate a local agent in writing and provide contact information. The local agent needs to be authorized to deal with code enforcement issues.
- Require landlords to supply a copy of the lease and their tenant screening process when applying for a rental license.
- Make it clear that a new inspection report must be filed within one month of the expiration of the old inspection report. *Inspection reports expire after 36 months. Because all rental licenses are renewed in May of each year, some landlords wait until April to get a new inspection report regardless of when their old report expired.*
- Codify what the consequences are if a rental inspection determines that there are hazards in a rental dwelling unit:
  - If the rental dwelling unit is currently vacant, it cannot be rented out again until the hazards have been resolved.
  - If the rental unit is occupied, the landlord has 30 days to resolve the hazards, or they may receive an administrative citation. A failure to resolve hazards in an occupied unit within the allowed timeframe may also be grounds for a denial or revocation of the rental license.
- Require landlords to execute a statement that their rental dwelling unit complies with the Minnesota State Fire Code.
- Require landlords to screen all tenants. Require them to execute a statement regarding the screening process if requested by the City.

- Further clarify what types of housing do not need a rental license:
  - Make it clear that parish houses and rectories do not need a rental license.
  - Make it clear that government-owned public housing that is licensed and inspected by HUD does not need a rental license (such as the two senior high-rises that the City of South St. Paul owns).
- Explicitly make violations of the City’s sex offender residence prohibition ordinance grounds for denial, revocation, or non-renewal of a rental license.
- Add to the ordinance that failure to resolve a property maintenance violation within 6 months of the issuance of a compliance letter is grounds for denial, non-renewal, or revocation of a rental license.
- The waiting period for reapplying after a rental license has been revoked or denied is increased from 6 months to one year.
- Add to the ordinance that any person, entity, or shareholder who has had two or more rental licenses revoked or denied in SSP is ineligible to hold a rental license for five (5) years.
- Create a process for denying a rental license because the landlord or property manager is found to be unfit to hold a rental license in South St. Paul. As proposed, a rental license could be denied for any of the following:
  - The owner or manager has another property elsewhere in SSP which has been declared a hazardous building and they have failed to remedy the situation within 6 months.
  - The owner or manager has two or more licensed rental properties elsewhere in SSP which have outstanding property maintenance violations which have not been resolved within 6 months of an initial compliance letter being sent.
  - The owner or manager has falsified information on their rental license application.
  - A court has found that the owner or manager has taken actions that constitute intimidation or retaliation against a tenant for communicating with a government official about the rental property.

## **Next Steps**

The proposed updates to the rental licensing ordinance will give the City the tools that it needs to address landlords who are bad actors. The proposed ordinance will benefit the community regardless of how rental inspections are handled. However, the new tools in the ordinance will only be totally effective if the City makes comprehensive changes to its rental inspection

program. The next step after the ordinance is adopted will be for the Problem Property Team to update the rental inspection guidelines so that there is additional oversight and accountability for the independent housing evaluators. This may include the following measures:

- The guidelines for what types of code violations constitute a hazard need to be updated.
- New rental housing evaluators need to come to City Hall to receive an orientation and discuss the City's expectations for rental inspections.
- Housing evaluators need to check in with City Hall before completing each rental inspection. City Staff needs an opportunity to make them aware of outstanding code violations so these issues can be addressed during the inspection.
- Housing evaluators need to take photographs while completing inspections and these photographs need to be submitted along with the inspection report.
- Housing evaluators need to be willing to talk to City Staff and answer questions about the inspections that they have performed. Some housing evaluators are good about this, and others are not. It needs to be made clear that this is a component of the job and housing evaluators who are not willing to be partners with City Staff will not be eligible for licenses.

**STAFF RECOMMENDATION:**

All the departments that comprise the Problem Property Team fully support the proposed ordinance- Planning, City Clerk, Building, South Metro Fire, the Police Department, and the City Attorney.

Staff recommends that the City Council approve Ordinance 1423.

**ATTACHMENTS**

**A- LIST OF LICENSED HOUSING EVALUATORS**

**ATTACHMENT A  
LIST OF LICENSED HOUSING EVALUATORS**

**City of South St. Paul - Licensed Housing Evaluator List**

<b>Name</b>	<b>Company Name (if applicable)</b>	<b>Type</b>	<b>Email Address</b>	<b>Mailing Address</b>	<b>Phone</b>
Alcaraz, Luis Santiago		TOS & Rental	<a href="mailto:inspectucasa@yahoo.com">inspectucasa@yahoo.com</a>	5749 24th Ave S Minneapolis, MN 55417	(612) 743-8228
Anderson, Adam		<b>TOS Only</b>	<a href="mailto:adam@leafmn.com">adam@leafmn.com</a>	3324 35th Ave S Minneapolis, MN 55406	(612) 221-3450
Brausen, Dan	Innerspec	TOS & Rental	<a href="mailto:danbrowsin@msn.com">danbrowsin@msn.com</a>	3001 Labore Road Little Canada, MN 55109	(651) 483-8407
Devery, Brian		TOS & Rental	<a href="mailto:briandevery@hotmail.com">briandevery@hotmail.com</a>	1645 Hewitt Ave Suite 2 St. Paul, MN 55104	(651) 644-3999
Fredrichs, Brett	Marigold Home Inspections	<b>TOS Only</b>	<a href="mailto:office@marigoldhomeinspections.com">office@marigoldhomeinspections.com</a>	9405 Holly St NW, Suite D Coon Rapids, MN 55433	(763)567-2181
Koenig, Nicholas Patrick		TOS & Rental	<a href="mailto:nicktheinspector@gmail.com">nicktheinspector@gmail.com</a>	3697 Wescott Hills Dr. Eagan, MN 55123	(612) 802-4561
Lash, Dennis		TOS & Rental	<a href="mailto:lashda@yahoo.com">lashda@yahoo.com</a>	3697 Wescott Hills Dr. Eagan, MN 55123	(612) 729-6973
Leahy, Patrick	AccuSpec Home Inspections	TOS & Rental	<a href="mailto:patleahy@accuspechome.com">patleahy@accuspechome.com</a>	1372 Scheffer Ave St. Paul, MN 55116	(651) 699-6515
Lundequam, Joseph		TOS & Rental	<a href="mailto:jlundequam@gmail.com">jlundequam@gmail.com</a>	1679 Hague Ave St. Paul, MN 55104	(651) 307-1384
McGill, Jarrod	Inspecta-Homes	<b>TOS Only</b>	<a href="mailto:Sabrina@inspectahomes.com">Sabrina@inspectahomes.com</a>	2469 University Ave W, Ste #100W, St. Paul, MN 55114	(651) 641-0641
Moser, Aaron		TOS & Rental	<a href="mailto:moserinspections@hotmail.com">moserinspections@hotmail.com</a>	847 19th Ave N South St. Paul, MN 55075	(651) 239-6001
Moser, Michael		TOS & Rental	<a href="mailto:gusbas@aol.com">gusbas@aol.com</a> <a href="mailto:mike@mjomoser.com">mike@mjomoser.com</a>	847 19th Ave N South St. Paul, MN 55075	(612) 386-4995
Olson, Richard		<b>TOS Only</b>	<a href="mailto:danricholson@hotmail.com">danricholson@hotmail.com</a>	PO Box 23375 Minneapolis, MN 55423	(952) 920-1360
Pass, Roger		<b>TOS Only</b>	<a href="mailto:rogerdpass@gmail.com">rogerdpass@gmail.com</a>	1744 Prosperity Road Maplewood, MN 55109	(651) 690-2122
Sanders, Karl A.	Homtech	<b>TOS Only</b>	<a href="mailto:kasanders@charter.net">kasanders@charter.net</a>	6921 137th Ct W Apple Valley, MN 55124	(612) 408-4000
Staeheli, Brice		<b>TOS Only</b>	<a href="mailto:brice.staeheli@gmail.com">brice.staeheli@gmail.com</a>	456 Osceola Ave S St. Paul, MN 55102	(651) 238-1314
Staeheli, Ronald D.		<b>TOS Only</b>	<a href="mailto:AmerCentralInsp@aol.com">AmerCentralInsp@aol.com</a>	4300 Balckhawk Road Eagan, MN 55122	(612) 865-2004
Turnlund, Karl Dean	Inspecta-Homes	<b>TOS Only</b>	<a href="mailto:Sabrina@inspectahomes.com">Sabrina@inspectahomes.com</a>	2469 University Ave W, Ste #100W, St. Paul, MN 55114	(651) 641-0641
Vang, Paochoua Ethan		TOS & Rental	<a href="mailto:ethanvang@gmail.com">ethanvang@gmail.com</a>	2226 Craig Place Maplewood, MN 55109	(651) 788-6374
Williams, Brent		TOS & Rental	<a href="mailto:brent@icheckhi.com">brent@icheckhi.com</a>	6350 Bachman Circle Inver Grove Heights, MN 55077	(651) 454-1911
Wrobel, AJ	AJ Wrobel Inspections	TOS & Rental	<a href="mailto:ajwrobelhomeinspections@yahoo.com">ajwrobelhomeinspections@yahoo.com</a>	1017 15th Ave N South St. Paul, MN 55075	(651) 276-2055

Revised 1/25/2024

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

**Ordinance No. 1423**

**AN ORDINANCE AMENDMENT UPDATING RENTAL LICENSING REGULATIONS**

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

**SECTION 1. AMENDMENT.** South St. Paul City Code Section 106-231 is hereby amended as follows:

**Sec. 106-231. Definitions.**

~~*Alternative inspection report* means a rental dwelling inspection report that the applicant obtains from an independent building inspector or for insurance related or mortgage related purposes, or another inspection report deemed acceptable by the city's building official. An alternative inspection report is valid for a period of 12 months.~~

*Housing evaluator* means an independent inspector who is licensed by the city as an evaluator, pursuant to section ~~106-248~~ 106-181.

*Rental dwelling unit* or rental property means any room or rooms, or space, in any rental dwelling designed or used for residential occupancy by one or more persons who are not the owner or a member of the owner's family.

**SECTION 2. AMENDMENT.** South St. Paul City Code Section 106-232 is hereby amended as follows:

**Sec. 106-232. License required.**

(a) *General rules.*

- (1) No person shall operate a rental property or rental dwelling unit in the city without a license pursuant to city Code chapter 18, article II.
- (2) No person shall operate a boardinghouse in any zoning district within the city, which means that no more than three unrelated persons may reside in one rental dwelling unit.
- (3) If a notice has been posted on a property identifying it as an unlicensed rental, the unauthorized removal of that notice shall constitute a misdemeanor.

(4) No license shall be issued or renewed if the owner does not reside within 75 miles of the rental dwelling unit unless such owner designates in writing the name and contact information (verified by driver's license or identification card) of a local agent who resides within 75 miles of the rental units, who is responsible for the maintenance upkeep of the building, and who is legally empowered to receive service of notice of violation of the provisions of this Code, to receive orders, to institute remedial action to effect such orders, and to accept all service of process pursuant to law. The City shall be notified in writing of any change of local agent. No P.O. Boxes will be accepted without proof of current owner address. Licensees are responsible for acts or omissions of their managers or local agents as it pertains to the rental dwelling.

(5) A property sold pursuant to a contract for deed must be recorded against the property or the property will be deemed a rental property and a license will be required.

(b) *Applications.* An application for a license shall be made on a form provided by the city. The license application shall include:

(1) *Property owner information.*

- a. The name, address, and complete information of the property owner, if the property owner is an individual.
- b. The name, address and complete information of at least one officer, manager or director, if the property owner is a business entity.

(2) *Property contact information.* For single-family residential dwellings, the license applicant must provide 24-hour contact information for one person in any of the following categories, which shall be kept current for the term of the license. For all other types of dwellings, the license applicant must provide 24-hour contact information for two people in any of the following categories:

- a. At least one owner of the rental property or rental dwelling unit.
- b. At least one person, if different from the owner, who is responsible for compliance with this and any other code requirement pertaining to the rental dwelling or rental dwelling unit, such as a manager.
- c. Any of the owner's agents responsible for management of the rental property or rental dwelling unit, such as a property management company and the name and contact information of a person at the property management company.
- d. Any vendors and all vendees, if the rental dwelling or rental dwelling unit is being sold pursuant to a contract for deed.

(3) *Number and type of units.* The license application must contain the number of units and types of units (condominium, apartment, townhome, etc.) within the rental property.

(4) *Inspection report.* The license application must be accompanied by a satisfactory city approved inspector's report or an alternative inspection report.

(5) *Copy of lease.* Copy of lease licensee will use for tenants.

(6) Tenant Screening. Statement of the screening process the licensee uses to ensure quality tenants occupy the rental dwelling.

(57) Notification of changes. The city clerk must be notified in writing of any changes to the information provided on the application.

(c) Replacement of an Expired Inspection Report. If an inspection report expires during the rental license period, a new inspection report must be filed with the City within 30 days of the date of expiration.

**SECTION 3. AMENDMENT.** South St. Paul City Code Section 106-233 is hereby amended as follows:

**Sec. 106-233. Investigations.**

- (a) In order to protect the general welfare of the public for all applications, a background investigation will be conducted on the owner listed on any new application. The city may request additional information from the applicant regarding all property owners, if the property is owned by individuals or regarding all officers, managers, or directors, if the property is owned by a business entity, and may conduct additional background investigations as it deems necessary. The applicant shall pay a background investigation fee for each background investigation conducted, as set by resolution adopted by the city council.
- (b) *Authorization.* At the time of making a new application, the applicant must provide written authorization to the city to investigate all facts set out in the application and to do a personal and business background investigation on the applicant. A criminal background investigation shall be conducted as part of a personal background investigation. The information obtained from the investigation shall be used to assist the police chief in making a recommendation to the city council as to whether the applicant should be granted a license. The recommendation may be based on the following criteria:
  - (1) Whether the applicant was convicted of a crime or offense in the last five years involving or directly relating to the business for which a license is sought; or
  - (2) Whether there is a material misrepresentation in the application.
- (c) For renewal applications, background investigations are not required and no background fee shall be required, however, the Police Department or other city staff may require a background investigation at its sole discretion.

**SECTION 4. AMENDMENT.** South St. Paul City Code Section 106-237 is hereby amended as follows:

**Sec. 106-237. – Conditions of the license.**

As conditions of the license, the licensee agrees to do the following and upon request by the city, shall provide copies of the documents listed below:

(1) *Written Lease.* Use a written lease with each tenant that includes the Minnesota Crime-Free Lease Addendum, or its equivalent.

(2) *Tenant register.* Maintain a current register of tenants and other persons who have a lawful right to occupancy of rental property or rental dwelling units. For purposes of this section, "current" means that the register is updated every 30 days.

(3) *Fire certification.* Execute a statement that the rental dwelling unit is in compliance with the Minnesota State Fire Code and that the smoke detectors are properly installed and operable and that the fire exits are accessible.

(4) *Tenant screening certification.* Licensee shall screen all tenants and if requested by the City shall execute ~~Execute~~ a statement that includes the description of the screening process the licensee uses during the approval process of each tenant to attempt to ensure quality tenants occupy the rental dwelling.

**SECTION 5. AMENDMENT.** South St. Paul City Code Section 106-239 is hereby amended as follows:

**Sec. 106-239. Exemptions.**

This section does not apply to and no license shall be required for the following: hotels, motels, hospitals, state-licensed residential care facilities, assisted living facilities or nursing homes.

- (a) Hotels.
- (b) Motels.
- (c) Hospitals.
- (d) State-licensed residential care facilities.
- (e) Assisted living facilities.
- (f) Nursing homes.

- (g) Monasteries, convents, parish houses, parsonages, and rectories.
- (h) Public Housing that is owned by a Government Agency which is Licensed and Inspected by the Department of Housing and Urban Development (HUD).

**SECTION 6. AMENDMENT.** South St. Paul City Code Section 106-244 is hereby amended as follows:

**Sec. 106-244. License denial, suspension, non-renewal, or revocation and administrative penalties.**

- (a) *Grounds for denial, suspension, non-renewal or revocation.* Regardless of whether any administrative citations are issued pursuant to section 106-242, the city council may deny, revoke or suspend a license for any of the following:
  - (1) Any of the reasons enumerated in city code section 18-47(b) (revocation, suspension or denial of a business license).
  - (2) Any uncorrected violations of section 106-241 (maintenance standards). The rental property has outstanding violations of Section 106-241 (maintenance standards) that have not been corrected within six months of the issuance of the initial compliance letter.
  - (3) Violations of subsection 106-242(a) (code of conduct).
  - (4) Any other violation of this article, City Code Section 38-118, or Minn. Stat. ch. 504B.
  - (5) Any person, entity, or shareholder who has had an interest in two or more rental licenses revoked or denied in South St. Paul shall be ineligible to hold or have an interest in a rental license for a period of five years.
  - (6) A failure to screen tenants as required by Section 106-237.
  - (7) The rental property has delinquent property taxes or assessments.
  - (8) A failure to resolve a hazardous condition in an occupied rental dwelling unit as required by Section 106-251.
  - (9) The owner or manager of the rental property has demonstrated unfitness as a licensee through one of the following taking place:
    - a. A property that they own or manage elsewhere in the city has been deemed a hazardous building by the Building Official or Fire Department and the property owner has failed to remedy the situation and remove the hazardous building designation within six months.
    - b. Two or more licensed rental properties that they own or manage elsewhere in the city have outstanding violations of Section 106-241 (maintenance standards) that have not been resolved within six months of an initial compliance letter being sent.

- c. The Applicant for the license has falsified information on their rental license application.
- d. A court has determined that the licensee has taken actions which constitute either intimidation or retaliation against a tenant relating to the initiation of police contact, the reporting of a potential property maintenance violation, or other communication to any public official or other third party about the condition of the property or activities occurring on or near the licensed premises.

Any temporary suspension, suspension or revocation shall comply with section 18-47(c) and (d).

- (b) *Nonexclusive remedy.* Enforcement actions provided in this section are not exclusive, and the council may take any action with respect to a licensee, a tenant or the licensed premises as is authorized by the city code, state or federal law.
- (c) *Reapplication.* Upon suspension or revocation of a license, the owner may not reapply for a license for a period of one year six months. Upon expiration of the six-month one year period, the applicant must re-apply by complying with all the provisions of section 106-232.
- (d) *Notification to tenants.* Upon receipt of notice of a hearing to be held by the city council to consider the denial, suspension or revocation of the rental license, the property owner will notify all affected tenants of the license hearing by providing a copy of the notice of hearing to all tenants. Following the hearing, upon the suspension, revocation or denial of a license, the property owner will notify all affected tenants that the license has been revoked, suspended or denied.

**SECTION 7. ENACTMENT.** South St. Paul City Code Section 106-248 is hereby enacted as follows:

**Sec. 106-248. Rental Housing Evaluator license required.**

- (a) *General rule.* No person, partnership, business entity, or corporation shall conduct or perform a rental inspection in the city without a license. Except as herein stated, the provisions of chapter 18, article II shall apply.
- (b) *Applications.* An application for a license shall be made on a form provided by the city. The license application shall include:
  - (1) The applicant's name, address and place of employment.
  - (2) The applicant's education as it relates to the licensed activity, including the dates and names of schools attended and the degrees or certifications received.
  - (3) Any certifications that the applicant has in other cities or agencies who have similar licensed activities.
  - (4) A complete list of cities or other agencies with whom the applicant has been licensed.
  - (5) The applicant's chronology of employment as it relates to the licensed activity, including duties and type of work performed.

- (6) Proof that the applicant has a valid certificate of competency from the city of Minneapolis or St. Paul.
- (c) *Payment of fees.* The prescribed fee for a license must be paid at the office of the city clerk at the time the application is made. A license fee shall not be prorated for a portion of a year. A license fee paid will not be refunded unless the application for a license is denied.
- (d) *Insurance.* The applicant must provide proof of insurance insuring the applicant in the sum of at least \$500,000.00 against liability imposed by law on account of negligent bodily injury, death, or property damage and at least \$500,000.00 against any liability imposed by law on account of bodily injury, death, or property damage of one or more persons in any one accident resulting from conditions which should have been disclosed in the report but were omitted due to negligence in the inspection or completion of the report. The applicant's or evaluator's insurance must remain in force continuously thereafter. A license will not be in effect during any period of time [in] which such insurance and proof thereof are not also in effect. The city must be included as an additional named insured on the insurance required hereunder at the expense of the evaluator.

**SECTION 8. ENACTMENT.** South St. Paul City Code Section 106-249 is hereby enacted as follows:

**Sec. 106-249. Approval or denial of a Rental Housing Evaluator License.**

Rental housing evaluator licenses shall be approved or denied by the city in accordance with the following guidelines:

- (1) The city may deny a rental housing evaluator license if the applicant:
  - a. Has been convicted of any crime related to the licensed occupation;
  - b. Has falsified any information or omitted material information in the license application form required by the city;
  - c. Fails to provide satisfactory proof of insurance insuring the applicant/evaluator and the city;
  - d. Fails to pay the required fees; or
  - e. Has had any type of housing evaluator license application denied or a license revoked or suspended in another jurisdiction within the last ten years.
- (2) The city may revoke, suspend or not renew a rental housing evaluator license if the license holder:
  - a. Has been convicted of any crime related to the licensed occupation.
  - b. Has falsified any information or omitted material information in the license application form required by the city.
  - c. Has been the subject of substantiated complaints from residents using the applicant's services.
  - d. Has demonstrated incompetence or inefficiency in conducting inspections.
  - e. Fails to provide satisfactory proof of insurance insuring the applicant/evaluator and the city.
  - f. Allows required insurance to lapse.

- g. Has allowed the evaluator certification issued to the license holder to be used by another person.
  - h. Violates any of the provisions of this article or any conditions provided for in the license issued pursuant to this article.
  - i. Fails to pay the required fees or fails to promptly file any disclosure report.
  - j. Has a license revoked or suspended by another jurisdiction during the term of the license.
  - k. Fails to follow the Housing Evaluator's Code of Ethics and Standards, as adopted by City Council Resolution.
- (3) If a license is denied, revoked, suspended or not renewed, the city shall notify the applicant or license holder in writing of the license holder's right to appeal the city's decision to the city council within ten days after the date of the notice. If a timely appeal is made by the applicant/license holder a hearing before the city council or an administrative law judge shall be scheduled within a reasonable period.

**SECTION 9. ENACTMENT.** South St. Paul City Code Section 106-250 is hereby enacted as follows:

**Sec. 106-250. Evaluation forms.**

The city shall prepare or authorize use of evaluation forms as it deems appropriate to constitute a disclosure under this article. The evaluation form shall provide information concerning code requirements, major structural defects and hazardous conditions or items [that pose a threat] to health, safety and property.

**SECTION 10. ENACTMENT.** South St. Paul City Code Section 106-251 is hereby enacted as follows:

**Sec. 106-251. Correction of hazardous items or conditions.**

- (a) In the rental inspection report, the evaluator shall clearly identify any hazardous items or conditions, pursuant to the Housing Evaluator's Code of Ethics and Standards.
- (b) The City will not accept a rental license application as complete and schedule the license for review by the City Council until all hazards identified in the inspection report have been corrected and a new inspection is performed that verifies that all hazards have been resolved.
- (c) If an inspection report expires during the rental license period and a replacement report as required under Section 106-232(c) determines that hazardous conditions exist, then the following shall apply:
  - (1) No occupancy shall be permitted of the rental dwelling unit if it is currently vacant until the hazards have been corrected and a new inspection report is submitted that verifies that all hazards have been resolved.
  - (2) If there is a tenant already occupying the rental dwelling unit, all hazards must be corrected within 30 days and a new inspection report must be submitted that

verifies all hazards have been resolved. Failure to comply with this provision may be grounds for revocation/denial of the rental license.

**SECTION 11. ENACTMENT.** South St. Paul City Code Section 106-252 is hereby enacted as follows:

**Sec. 106-252. Appeal.**

A person aggrieved by a decision, notification or order under this article may appeal such decision, notification or order to the council, which may reverse, modify or affirm the same after a hearing upon notice to the appellant. The appeal must:

- (1) Be in writing;
- (2) Specify the decision, notification or order appealed from;
- (3) Specify with particularity the basis and grounds of the appeal; and
- (4) Be filed with the clerk on or before 20 days following the date of the decision, notification or order.

**SECTION 12. SUMMARY PUBLICATION.** Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

This ordinance amendment updates the City's rules for rental licensing to establish new standards for inspections and adopt criteria for the non-renewal of rental licenses.

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

Approved: \_\_\_\_\_

Published: \_\_\_\_\_

\_\_\_\_\_  
Deanna Werner, City Clerk



## CITY COUNCIL AGENDA REPORT

DATE: APRIL 1, 2024

DEPARTMENT: PLANNING

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: RG

**10-B**

### **AGENDA ITEM: Resolution Supporting Retention of City Zoning Authority**

#### **ACTION TO BE CONSIDERED:**

Motion to approve Resolution #2024-52 supporting retention of City zoning authority.

#### **OVERVIEW:**

##### **Background**

In Minnesota, cities do not have any automatic powers and have only those powers which are delegated to them by the State. Cities only have local zoning control because the State has given cities local zoning control. Because of this, the State Legislature has complete authority to override local zoning rules at any time through a process called preemption.

The State Legislature is currently reviewing several zoning preemption bills which would greatly limit local government's ability to regulate residential development. The bills would instead establish a set of statewide zoning standards for residential development that all Minnesota communities must follow. The proposed preemption bills are still considered drafts and have been revised several times since the 2024 legislative session began in February. Some of the earliest versions of the bills contained "poison pill" provisions that would have effectively prevented SSP's Concord Street corridor from being redeveloped but those provisions have been removed from the latest versions of the bills.

It is not clear what level of overall support the proposed zoning preemption bills have and it is not clear whether they will be voted on during the 2024 legislative session. The preemption bills are currently being reviewed by committees and not all bills survive the committee process. The two main bills that are currently going through committee hearings are SF #1370 and HF #4010.

##### **League of Minnesota Cities' Position on the Zoning Preemption Bills**

The League of Minnesota Cities is a tireless advocate for local control and is strongly opposed to statewide zoning preemption. They have been active in lobbying efforts, and they are encouraging City Councils to pass resolutions supporting the retention of City zoning authority. They have prepared a model resolution that very broadly outlines some of the benefits of local control and some of the potential downsides to statewide zoning preemption.

The League's model resolution can be found using the link at the bottom of the following webpage: <https://www.lmc.org/advocacy/how-to-advocate/advocacy-toolkit-housing-and-development/>

## Discussion

The City Council has indicated to City Staff that they would like to respond to the League's request by passing a resolution supporting retention of City zoning authority. The City of South St. Paul is in a unique position to go further than adopting the model resolution because SSP has been a regional leader in embracing local zoning reform without State mandates. South St. Paul has consistently gone above and beyond to provide a full range of housing options to its residents and the City Council has a compelling story to tell if they wish to share it.

Staff has prepared a draft resolution that builds off the League's model resolution with the following "extra" content:

- It shares that South St. Paul already has large amounts of "missing middle" housing types that fall between a single-family home and a large apartment building. Most of SSP's residential areas have R-2 zoning where duplexes are allowed as a permitted use.
- It speaks to the many efforts that the Planning Commission and City Council have already made to update SSP's zoning code to make it easier to build housing.
- It shares that the Master Housing Strategy and 2040 Comprehensive Plan both acknowledge that the City needs to retool the Code's performance standards for residential zoning districts (setbacks, lot coverage, lot dimensions, etc.).
- It acknowledges that the Legislature may ultimately decide that there needs to be some type of statewide zoning reform even if municipalities are opposed to it. If this happens, the process needs to be more collaborative, and the proposed bills need to be re-calibrated. At a minimum, there are at least four (4) remaining "poison pills" in the draft bills that should be removed or revised:
  1. Building permits should not be subjected to the "60-Day Rule." The authors of the preemption bills appear to fundamentally misunderstand how a building permit review works for a large development. It would be a disaster if building permits were automatically approved after 60 days even if the Building Code safety review is incomplete or there are unmet development agreement obligations.
  2. Cities cannot be stripped of all architectural control over residential buildings, as the preemption bills propose. High-density residential buildings with poor urban design degrade neighborhoods and make them less livable for all residents.
  3. Cities should not be required to allow buildings that the State has defined as "affordable housing" to be 30% larger than whatever building size has been found appropriate for a zoning district. Density bonuses can be encouraged but should not be required.
  4. Cities need to be given broad authority to determine what type of residential development is appropriate in commercial zoning districts. For instance, some quasi-industrial commercial areas are not suitable for housing due to road design and a lack of parks and open space.

**RECOMMENDED ACTION:**

If the City Council is comfortable with the idea of going beyond the League's model resolution to tell South St. Paul's unique story as it relates to housing, City Staff would recommend approval of Resolution #2024-52.

**ATTACHMENTS**

**A-** SF 1370 ZONING PREEMPTION BILL– VERSION DATED MARCH 13, 2024

**B-** HF 4010 ZONING PREEMPTION BILL– VERSION DATED MARCH 19, 2024

ATTACHMENT A

SF1370

REVISOR

JSK

S1370-1

1st Engrossment

SENATE  
STATE OF MINNESOTA  
NINETY-THIRD SESSION

S.F. No. 1370

(SENATE AUTHORS: PORT and Mitchell)

DATE	D-PG	OFFICIAL STATUS
02/08/2023	733	Introduction and first reading Referred to Housing and Homelessness Prevention
03/22/2023	2199	Comm report: To pass
	2199	Second reading
	11498	Rule 47, returned to Housing and Homelessness Prevention
03/13/2024	12159a	Comm report: To pass as amended and re-refer to State and Local Government and Veterans
	12197	Author added Mitchell

1.1 A bill for an act

1.2 relating to housing; amending provisions relating to building permit processing

1.3 and fees; amending provisions relating to land use and planning; prohibiting

1.4 counties and municipalities from enacting ordinances prohibiting emergency shelter

1.5 facilities; establishing requirements for municipalities to allow multifamily

1.6 residential developments; defining middle housing; requiring permitting middle

1.7 housing types in residential areas; authorizing accessory dwelling units; limiting

1.8 off-street parking requirements for residential development; limiting aesthetic

1.9 mandates on residential project approvals; limiting requirements for homeowners

1.10 associations on residential project approvals; amending Minnesota Statutes 2022,

1.11 sections 15.99, subdivisions 1, 2; 326B.153, by adding a subdivision; 394.25, by

1.12 adding subdivisions; 462.357, by adding a subdivision; proposing coding for new

1.13 law in Minnesota Statutes, chapter 462.

1.14 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.15 Section 1. Minnesota Statutes 2022, section 15.99, subdivision 1, is amended to read:

1.16 Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms shall

1.17 have the meanings given.

1.18 (b) "Agency" means a department, agency, board, commission, or other group in the

1.19 executive branch of state government; a statutory or home rule charter city, county, town,

1.20 or school district; any metropolitan agency or regional entity; and any other political

1.21 subdivision of the state.

1.22 (c) "Request" means a written application for a building permit, or a written application

1.23 related to zoning, septic systems, watershed district review, soil and water conservation

1.24 district review, or the expansion of the metropolitan urban service area, for a permit, license,

1.25 or other governmental approval of an action. A request must be submitted in writing to the

1.26 agency on an application form provided by the agency, if one exists. The agency may reject

2.1 as incomplete a request not on a form of the agency if the request does not include  
2.2 information required by the agency. A request not on a form of the agency must clearly  
2.3 identify on the first page the specific permit, license, or other governmental approval being  
2.4 sought. No request shall be deemed made if not in compliance with this paragraph.

2.5 (d) "Applicant" means a person submitting a request under this section. An applicant  
2.6 may designate a person to act on the applicant's behalf regarding a request under this section  
2.7 and any action taken by or notice given to the applicant's designee related to the request  
2.8 shall be deemed taken by or given to the applicant.

2.9 Sec. 2. Minnesota Statutes 2022, section 15.99, subdivision 2, is amended to read:

2.10 Subd. 2. **Deadline for response.** (a) Except as otherwise provided in this section, section  
2.11 462.358, subdivision 3b, or 473.175, or chapter 505, and notwithstanding any other law to  
2.12 the contrary, an agency must approve or deny within 60 days a written request for a building  
2.13 permit, or a written request relating to zoning, septic systems, watershed district review,  
2.14 soil and water conservation district review, or expansion of the metropolitan urban service  
2.15 area for a permit, license, or other governmental approval of an action. Failure of an agency  
2.16 to deny a request within 60 days is approval of the request. If an agency denies the request,  
2.17 it must state in writing the reasons for the denial at the time that it denies the request.

2.18 (b) When a vote on a resolution or properly made motion to approve a request fails for  
2.19 any reason, the failure shall constitute a denial of the request provided that those voting  
2.20 against the motion state on the record the reasons why they oppose the request. A denial of  
2.21 a request because of a failure to approve a resolution or motion does not preclude an  
2.22 immediate submission of a same or similar request.

2.23 (c) Except as provided in paragraph (b), if an agency, other than a multimember governing  
2.24 body, denies the request, it must state in writing the reasons for the denial at the time that  
2.25 it denies the request. If a multimember governing body denies a request, it must state the  
2.26 reasons for denial on the record and provide the applicant in writing a statement of the  
2.27 reasons for the denial. If the written statement is not adopted at the same time as the denial,  
2.28 it must be adopted at the next meeting following the denial of the request but before the  
2.29 expiration of the time allowed for making a decision under this section. The written statement  
2.30 must be consistent with the reasons stated in the record at the time of the denial. The written  
2.31 statement must be provided to the applicant upon adoption.

3.1 Sec. 3. Minnesota Statutes 2022, section 326B.153, is amended by adding a subdivision  
3.2 to read:

3.3 Subd. 5. **Valuation.** The commissioner must establish a cost-per-square-foot valuation  
3.4 of residential buildings for the purpose of setting building permit fees by municipalities.  
3.5 Residential buildings include one- and two-family buildings, townhouse buildings, and  
3.6 accessory buildings.

3.7 Sec. 4. Minnesota Statutes 2022, section 394.25, is amended by adding a subdivision to  
3.8 read:

3.9 Subd. 11. **Emergency shelter facility.** (a) "Emergency shelter facility" means a facility  
3.10 that provides a safe, sanitary, accessible, and suitable emergency shelter for individuals and  
3.11 families experiencing homelessness, regardless of whether the facility provides emergency  
3.12 shelter during the day, overnight, or both. The emergency shelter facility must conform  
3.13 with the State Building Code under chapter 326B and the State Fire Code under chapter  
3.14 299F.

3.15 (b) A county shall not enact, amend, or enforce a zoning ordinance that prohibits  
3.16 emergency shelter facilities. A county may prohibit an emergency shelter facility in areas  
3.17 zoned for residential, agricultural, or heavy industrial uses, or as required by law to conform  
3.18 with the State Building Code, State Fire Code, or other state requirements.

3.19 Sec. 5. Minnesota Statutes 2022, section 394.25, is amended by adding a subdivision to  
3.20 read:

3.21 Subd. 12. **Homeowners associations.** (a) A county must not condition approval of a  
3.22 residential building permit, residential subdivision development, or residential planned unit  
3.23 development on the creation of a homeowners association or on the inclusion of any terms  
3.24 in a homeowners association bylaws, articles of incorporation, or any other governing  
3.25 document that is not required under state law.

3.26 (b) A county must not require that a residential property be part of a homeowners  
3.27 association or provide an incentive for such membership. The county must also not require  
3.28 or incentivize a homeowners association to adopt terms or conditions not required under  
3.29 state law.

4.1 Sec. 6. Minnesota Statutes 2022, section 462.357, is amended by adding a subdivision to  
4.2 read:

4.3 Subd. 1j. **Emergency shelter facility.** (a) "Emergency shelter facility" means a facility  
4.4 that provides a safe, sanitary, accessible, and suitable emergency shelter for individuals and  
4.5 families experiencing homelessness, regardless of whether the facility provides emergency  
4.6 shelter during the day, overnight, or both. The emergency shelter facility must conform  
4.7 with the State Building Code under chapter 326B and the State Fire Code under chapter  
4.8 299F.

4.9 (b) A municipality shall not enact, amend, or enforce a zoning ordinance that prohibits  
4.10 emergency shelter facilities. A municipality may prohibit an emergency shelter facility in  
4.11 areas zoned for residential, or agricultural, or heavy industrial uses, or as required by law  
4.12 to conform with the State Building Code, State Fire Code, or other state requirements.

4.13 Sec. 7. [462.3571] **MULTIFAMILY RESIDENTIAL DEVELOPMENTS.**

4.14 Subdivision 1. **Definitions.** (a) For the purposes of this section, the following terms have  
4.15 the meanings given.

4.16 (b) "Affordable housing development" means a multifamily residential development in  
4.17 which:

4.18 (1) at least 20 percent of the residential units are for households whose incomes do not  
4.19 exceed 50 percent of the area median income; or

4.20 (2) at least 40 percent of the residential units are for households whose incomes do not  
4.21 exceed 60 percent of the area median income.

4.22 The deed or declaration for an affordable residential unit must also contain a restrictive  
4.23 covenant requiring the property to remain affordable housing for at least 30 years.

4.24 (c) "Municipality" means a home rule charter city, statutory city, or town.

4.25 (d) "Multifamily residential development" means a single residential building with more  
4.26 than eight dwelling units or a mixed-use building with commercial use on the ground floor  
4.27 and at least half of the usable square footage is for residential uses. Multifamily residential  
4.28 development is not middle housing as defined in section 462.3575, subdivision 1.

4.29 (e) "Residential unit" means a residential dwelling for the use of a single owner or tenant.

4.30 Subd. 2. **Multifamily residential developments.** (a) Multifamily residential  
4.31 developments are a permitted use in any mixed-use, multifamily, or commercial zoning  
4.32 district, subject to compliance with all municipal standards.

5.1 (b) A multifamily residential development may be mixed use so long as at least 50  
5.2 percent of the usable square footage of the development is dedicated to residential use.

5.3 Subd. 3. **Applicable zoning standards.** (a) A municipality must not impose a height  
5.4 requirement on a multifamily residential development that is less than the tallest commercial  
5.5 or residential building within a one-quarter mile radius of the parcel on which the  
5.6 development will be built or the maximum height permitted under the municipality's official  
5.7 controls, whichever is higher.

5.8 (b) A municipality must not impose a setback requirement on a multifamily residential  
5.9 development that is more than the smallest minimum setback distance required of a new  
5.10 building within a one-quarter mile radius of the parcel on which the development will be  
5.11 built.

5.12 Subd. 4. **Parking requirements limited.** A municipality may not require more than one  
5.13 off-street parking space per residential unit.

5.14 Subd. 5. **Affordable housing development; height requirements.** (a) Subject to section  
5.15 462.358, subdivision 2a, an affordable housing development must be permitted to exceed  
5.16 both a maximum height requirement and a maximum floor area ratio limitation imposed by  
5.17 municipality official controls as provided in paragraphs (b) and (c). The authority in  
5.18 paragraphs (b) and (c) that produces the tallest development with the most number of  
5.19 affordable housing units on the parcel shall be applied to the affordable housing development.

5.20 (b) An affordable housing development may either:

5.21 (1) exceed the height requirement for the zoning district where the affordable housing  
5.22 development will be located by 35 feet in height; or

5.23 (2) match the maximum allowed height in any zoning district within one mile of the  
5.24 affordable housing development.

5.25 (c) In addition to all previous allowances, an affordable housing development must be  
5.26 permitted to do one of the following, whichever results in the largest development:

5.27 (1) exceed the maximum floor area ratio or dwelling unit count permitted by municipality  
5.28 standards or the municipality's comprehensive plan by 30 percent, whichever allows for  
5.29 greater density;

5.30 (2) exceed the lot coverage ratio by 30 percent;

5.31 (3) exceed the floor area ratio by 30 percent; or

5.32 (4) exceed the maximum impervious lot coverage area by 30 percent.

6.1 (d) A municipality that does not approve a project under section 462.358, subdivision  
 6.2 2a, must provide the applicant with written justification and reasons for the disapproval  
 6.3 within seven days of the disapproval. Where insufficient infrastructure is the reason for  
 6.4 disapproval, a municipality must include credentialed evidence in the written justification.

6.5 Subd. 6. **State Building Code; State Fire Code.** This section is subject to the  
 6.6 requirements under the State Building Code under chapter 326B and the State Fire Code  
 6.7 under chapter 299F.

6.8 Sec. 8. **[462.3575] MINIMUM RESIDENTIAL DENSITIES AND ASSOCIATED**  
 6.9 **REQUIREMENTS.**

6.10 Subdivision 1. **Definitions.** (a) For the purposes of this section, the following terms have  
 6.11 the meanings given.

6.12 (b) "Accessory dwelling unit" means a smaller, independent residential dwelling unit  
 6.13 located on the same lot as a dwelling. An accessory dwelling unit may be attached or detached  
 6.14 from the existing dwelling. Accessory dwelling unit does not include sacred communities  
 6.15 and micro-unit dwellings under section 327.30 and temporary family health care dwellings  
 6.16 under section 462.3593.

6.17 (c) "Affordable housing" means a residential dwelling unit affordable to households at  
 6.18 or below 115 percent of the area median household income, for an owner-occupied unit, or  
 6.19 at or below 60 percent of the area median household income, for a unit that is leased. The  
 6.20 deed or declaration for the unit must also contain a restrictive covenant requiring the property  
 6.21 to remain affordable housing for at least ten years if the unit is owner-occupied, or at least  
 6.22 30 years if the unit is leased.

6.23 (d) "All-electric and efficient home" means a residential dwelling unit that utilizes  
 6.24 electricity or a combination of electricity and thermal energy as its sole source of energy  
 6.25 for heating, hot water heating, cooling, and appliances and meets the most current minimum  
 6.26 efficiency standards of a zero energy ready home under the Zero Energy Ready Home  
 6.27 Program administered by United States Department of Energy.

6.28 (e) "Cottage housing" means residential dwelling units on a lot with a common open  
 6.29 space that either:

6.30 (1) is owned in common; or

6.31 (2) has units owned as condominium units with property owned in common and a  
 6.32 minimum of 20 percent of the lot size as open space.

7.1 (f) "Courtyard apartment" means a building with up to four attached residential dwelling  
7.2 units arranged on two or three sides of a yard or garden.

7.3 (g) "Duplex" means a two-family home, classified as an IRC-2 in the State Building  
7.4 Code and not meeting the definition of townhouse.

7.5 (h) "Fiveplex" means a building containing five residential dwelling units intended for  
7.6 nontransient occupancy and not meeting the definition of townhouse.

7.7 (i) "Fourplex" means a building containing four residential dwelling units intended for  
7.8 nontransient occupancy and not meeting the definition of townhouse.

7.9 (j) "Lot" means any contiguous parcel of land in the possession of, owned by, or recorded  
7.10 as the property of the same claimant or person.

7.11 (k) "Major transit stop" means a stop or station for a guideway or busway, as the terms  
7.12 are defined in section 473.4485, subdivision 1.

7.13 (l) "Middle housing" means buildings that are single-family detached homes and  
7.14 residential properties that are compatible in scale, form, and character with single-family  
7.15 detached homes. Middle housing includes all of the following housing types:

7.16 (1) duplexes;

7.17 (2) triplexes;

7.18 (3) fourplexes;

7.19 (4) fiveplexes;

7.20 (5) sixplexes;

7.21 (6) townhouses;

7.22 (7) stacked flats;

7.23 (8) courtyard apartments;

7.24 (9) cottage housing;

7.25 (10) single-family detached homes; and

7.26 (11) twin homes.

7.27 (m) "Municipality" means a home rule charter city, statutory city, or town.

7.28 (n) "Residential dwelling unit" or "unit" means a residential dwelling unit for the use of  
7.29 a single owner or tenant and applies to any type of residential structure unless otherwise  
7.30 specified.

8.1 (o) "Single-family detached home" means any building that contains one residential  
8.2 dwelling unit used, intended, or designed to be built, used, rented, leased, let, or hired out  
8.3 to be occupied, or occupied for living purposes that is not attached to another structure.

8.4 (p) "Sixplex" means a building containing six residential dwelling units intended for  
8.5 nontransient occupancy and not meeting the definition of townhouse.

8.6 (q) "Stacked flat" means a nontransient residential building of no more than three stories  
8.7 on a lot zoned for residential development in which each floor is a residential dwelling unit.

8.8 (r) "Townhouse" means a single-family residential dwelling unit constructed in a group  
8.9 of three or more attached units in which each unit extends from the foundation to the roof  
8.10 and with open space on at least two sides. Each single-family residential dwelling unit shall  
8.11 be considered a separate building. Separate building service utilities shall be provided to  
8.12 each single-family residential dwelling unit when required by the State Building Code.

8.13 (s) "Triplex" means a building containing three residential dwelling units intended for  
8.14 nontransient occupancy and not meeting the definition of townhouse.

8.15 Subd. 2. **Middle housing types permitted.** A municipality must authorize at least six  
8.16 types of middle housing other than single-family detached homes to be built on residential  
8.17 lots in single-family zones in the municipality to achieve the density requirements in this  
8.18 section.

8.19 Subd. 3. **Cities of the first class; required residential densities.** (a) Subject to section  
8.20 462.358, subdivision 2a, a city of the first class must permit the development of at least four  
8.21 residential dwelling units on any residential lot that is more than one-half mile from a major  
8.22 transit stop, unless one of the following criteria are met:

8.23 (1) if all of the units are all-electric and efficient homes, the city must permit the  
8.24 development of at least six residential dwelling units on the lot;

8.25 (2) if at least two of the units are affordable housing, the city must permit the development  
8.26 of at least six residential dwelling units on the lot; or

8.27 (3) if all of the units are all-electric and efficient homes and at least two of the units are  
8.28 also affordable housing, the city must permit the development of at least eight residential  
8.29 dwelling units on the lot.

8.30 (b) Subject to section 472.358, subdivision 2a, a city of the first class must permit the  
8.31 development of at least six residential dwelling units on any residential lot that is one-half  
8.32 mile or less from a major transit stop, unless one of the following criteria are met:

9.1 (1) if all of the units are all-electric and efficient homes, the city must permit the  
9.2 development of at least eight residential dwelling units on the lot;

9.3 (2) if at least two of the units are affordable housing, the city must permit the development  
9.4 of at least eight residential dwelling units on the lot; or

9.5 (3) if all of the units are all-electric and efficient homes and at least two of the units are  
9.6 also affordable housing, the city must permit the development of at least ten residential  
9.7 dwelling units on the lot.

9.8 (c) The requirements of this subdivision apply regardless of the types of middle housing  
9.9 authorized by the city under subdivision 2.

9.10 (d) A municipality that does not approve a project under section 462.358, subdivision  
9.11 2a, must provide the applicant with written justification and reasons for the disapproval  
9.12 within seven days of the disapproval. Where insufficient infrastructure is the reason for  
9.13 disapproval, a municipality must include credentialed evidence in the written justification.

9.14 Subd. 4. **Other cities and towns; required residential densities.** (a) Subject to section  
9.15 462.358, subdivision 2a, a city of the second, third, or fourth class or town must permit the  
9.16 development of at least two residential dwelling units on any residential lot that is more  
9.17 than one-half mile from a major transit stop, unless one of the following criteria are met:

9.18 (1) if all of the units are all-electric and efficient homes, the city or town must permit  
9.19 the development of at least three residential dwelling units on the lot;

9.20 (2) if at least two of the units are affordable housing, the city or town must permit the  
9.21 development of at least three residential dwelling units on the lot; or

9.22 (3) if all of the units are all-electric and efficient homes and at least two of the units are  
9.23 also affordable housing, the city or town must permit the development of at least four  
9.24 residential dwelling units on the lot.

9.25 (b) Subject to section 462.358, subdivision 2a, a city of the second, third, or fourth class  
9.26 or town must permit the development of at least four residential dwelling units on any  
9.27 residential lot that is one-half mile or less from a major transit stop, unless one of the  
9.28 following criteria are met:

9.29 (1) if all of the units are all-electric and efficient homes, the city or town must permit  
9.30 the development of at least six residential dwelling units on the lot;

9.31 (2) if at least two of the units are affordable housing, the city or town must permit the  
9.32 development of at least six residential dwelling units on the lot; or

10.1 (3) if all of the units are all-electric and efficient homes and at least two of the units are  
10.2 also affordable housing, the city or town must permit the development of at least eight  
10.3 residential dwelling units on the lot.

10.4 (c) The requirements of this subdivision apply regardless of the types of middle housing  
10.5 authorized by the city or town under subdivision 2.

10.6 (d) A municipality that does not approve a project under section 462.358, subdivision  
10.7 2a, must provide the applicant with written justification and reasons for the disapproval  
10.8 within seven days of the disapproval. Where insufficient infrastructure is the reason for  
10.9 disapproval, a municipality must include from a public works director or a similarly qualified  
10.10 person evidence in the written justification.

10.11 Subd. 5. **Municipal standards.** (a) Municipal official controls must not impose standards  
10.12 that create practical difficulties in the placement or building of residential units on any lot.

10.13 (b) Any standards, performance conditions, or requirements imposed by a municipality  
10.14 for residential dwelling units permitted under this section must allow for all missing middle  
10.15 types authorized under subdivision 2 to be built.

10.16 (c) Any limits or restrictions on missing middle development must directly relate to  
10.17 protecting public health, safety, and general welfare.

10.18 Subd. 6. **Accessory dwelling units authorized.** (a) An accessory dwelling unit may be  
10.19 built on any residential lot in a municipality, regardless of total lot size, street frontage,  
10.20 connectivity between the accessory dwelling unit and the primary dwelling on the lot, and  
10.21 whether the lot is occupied by the property owner.

10.22 (b) A municipality may permit more than one accessory dwelling unit to be built on a  
10.23 residential lot.

10.24 Subd. 7. **Minimum lot size permitted.** (a) A municipality may, by ordinance, require  
10.25 a minimum lot size in accordance with this subdivision to which the density requirements  
10.26 of subdivisions 3 and 4 apply.

10.27 (b) A minimum lot size for a city of the first class must not be greater than:

10.28 (1) 2,500 square feet for a single-family detached home, duplex, triplex, fourplex,  
10.29 fiveplex, sixplex, stacked flat, and courtyard apartment; or

10.30 (2) 1,200 square feet for a townhome and cottage housing.

10.31 (c) A minimum lot size for a city of the second, third, or fourth class or a town must not  
10.32 be greater than:

11.1 (1) 4,000 square feet for a single-family detached home, duplex, triplex, fourplex,  
 11.2 fiveplex, sixplex, stacked flat, and courtyard apartment; or

11.3 (2) 1,200 square feet for a townhome and cottage housing.

11.4 Subd. 8. **Parking requirements limited.** (a) A municipality may not require an off-street  
 11.5 parking space for a residential dwelling unit that is one-half mile or less from a major transit  
 11.6 stop. A municipality may require that disability parking spaces be provided in compliance  
 11.7 with the Americans with Disabilities Act.

11.8 (b) A municipality may not require more than one off-street parking space per residential  
 11.9 dwelling unit that is over one-half mile from a major transit stop, except that additional  
 11.10 disability parking spaces may be required to meet the requirements of the Americans with  
 11.11 Disabilities Act.

11.12 Subd. 9. **Affordable housing; replacement required.** For cities of the first class,  
 11.13 affordable housing on a residential lot may only be demolished or remodeled for the  
 11.14 construction of middle housing if the middle housing development will create at least as  
 11.15 many affordable housing units as exist in the structure to be demolished or remodeled. This  
 11.16 subdivision does not apply to housing in a blighted area defined under section 469.002,  
 11.17 subdivision 11.

11.18 Subd. 10. **Alternative density plans.** A municipality that adopts zoning controls prior  
 11.19 to June 30, 2025, that would allow for residential construction leading to an increase in  
 11.20 density of more than 100 percent in single family zones as permitted uses is not subject to  
 11.21 the requirements in this section.

11.22 Subd. 11. **Exception.** This section does not apply to any parcel located in a floodplain.

11.23 Subd. 12. **State Building Code; State Fire Code.** This section is subject to the  
 11.24 requirements under the State Building Code under chapter 326B and the State Fire Code  
 11.25 under chapter 299F.

11.26 Sec. 9. **[462.3576] LIMITATION ON AESTHETIC MANDATES FOR CITIES.**

11.27 A municipality must not condition approval of a residential building permit, residential  
 11.28 subdivision development, or residential planned unit development on the use of one or more  
 11.29 of the following, unless to conform with state and local historic district requirements, the  
 11.30 State Building Code in chapter 326B, and the State Fire Code in chapter 299F:

11.31 (1) specific materials for aesthetic reasons;

12.1 (2) residential building or accessory structure to a residential building minimum square  
12.2 footage or floor area ratios;

12.3 (3) design elements for aesthetic reasons including, but not limited to, decks, balconies,  
12.4 porches, gables, roof pitch, and elevation design standards;

12.5 (4) garage square footage; or

12.6 (5) common space, pools, or any common property necessitating a homeowner's  
12.7 association.

12.8 Sec. 10. **[462.3577] MUNICIPALITIES; HOMEOWNERS ASSOCIATIONS.**

12.9 (a) A municipality must not condition approval of a residential building permit, residential  
12.10 subdivision development, or residential planned unit development on the creation of a  
12.11 homeowners association or on the inclusion of any terms in a homeowners association  
12.12 bylaws, articles of incorporation, or any other governing document that is not required under  
12.13 state law.

12.14 (b) A municipality must not require that a residential property be part of a homeowners  
12.15 association or provide an incentive for such membership. The municipality must also not  
12.16 require or incentivize a homeowners association to adopt terms or conditions not required  
12.17 under state law.

12.18 Sec. 11. **EFFECTIVE DATE.**

12.19 This act is effective July 1, 2025.

ATTACHMENT B

1.1 ..... moves to amend H.F. No. 4010 as follows:

1.2 Delete everything after the enacting clause and insert:

1.3 "Section 1. [462.3571] MULTIFAMILY RESIDENTIAL DEVELOPMENTS.

1.4 Subdivision 1. Definitions. (a) For the purposes of this section, the following terms have  
1.5 the meanings given them.

1.6 (b) "Affordable housing development" means a multifamily residential development in  
1.7 which:

1.8 (1) at least 20 percent of the residential units are for households whose incomes do not  
1.9 exceed 50 percent of the greater of the statewide or area median income; or

1.10 (2) at least 40 percent of the residential units are for households whose incomes do not  
1.11 exceed 60 percent of the greater of the statewide or area median income.

1.12 The deed or declaration for an affordable residential unit must also contain a restrictive  
1.13 covenant requiring the property to remain affordable housing for at least 30 years.

1.14 (c) "City" means a home rule charter or statutory city.

1.15 (d) "Commercial use" means the use of land or buildings, in whole or in part, for the  
1.16 sale, lease, rental, or trade of products, goods, and services.

1.17 (e) "Cottage housing" means residential dwelling units on a lot with a common open  
1.18 space that either:

1.19 (1) is owned in common; or

1.20 (2) has units owned as condominium units with property owned in common and a  
1.21 minimum of 20 percent of the lot size as open space.

2.1 (f) "Courtyard apartment" means a building with up to four attached residential dwelling  
2.2 units arranged on two or three sides of a yard or garden.

2.3 (g) "Duplex" means a two family home, classified as an IRC-2 in the State Building  
2.4 Code and not meeting the definition of townhouse.

2.5 (h) "Fiveplex" means a building containing five residential dwelling units intended for  
2.6 nontransient occupancy and not meeting the definition of townhouse.

2.7 (i) "Fourplex" means a building containing four residential dwelling units intended for  
2.8 nontransient occupancy and not meeting the definition of townhouse.

2.9 (j) "Environmental justice area" has the meaning under section 116.065, subdivision 1.

2.10 (k) "Metropolitan area" has the meaning under section 473.121, subdivision 2.

2.11 (l) "Multifamily residential development" means a single residential building with at  
2.12 least 13 units or a mixed-use building with commercial use on the ground floor and at least  
2.13 half of the usable square footage is for residential use. "Multifamily residential development"  
2.14 does not include the following housing types:

2.15 (1) duplexes;

2.16 (2) triplexes;

2.17 (3) fourplexes;

2.18 (4) fiveplexes;

2.19 (5) sixplexes;

2.20 (6) townhouses;

2.21 (7) stacked flats;

2.22 (8) courtyard apartments;

2.23 (9) cottage housing; and

2.24 (10) single-family detached homes.

2.25 (m) "Residential unit" means a residential dwelling for the use of a single owner or  
2.26 tenant.

2.27 (n) "Single-family detached home" means any building that contains one residential  
2.28 dwelling unit used, intended, or designed to be built, used, rented, leased, let, or hired out  
2.29 to be occupied, or occupied for living purposes that is not attached to another structure.

3.1 (o) "Sixplex" means a building containing six residential dwelling units intended for  
3.2 nontransient occupancy and not meeting the definition of townhouse.

3.3 (p) "Stacked flat" means a nontransient residential building of no more than three stories  
3.4 on a lot zoned for residential development in which each floor is a residential dwelling unit.

3.5 (q) "Structure" means anything constructed or installed for residential or commercial  
3.6 use which requires a location on a parcel of land. "Structure" does not include  
3.7 nonconformities.

3.8 (r) "Townhouse" means a single-family residential dwelling unit constructed in a group  
3.9 of three or more attached units in which each unit extends from the foundation to the roof  
3.10 and with open space on at least two sides. Each single-family residential dwelling unit shall  
3.11 be considered to be a separate building. Separate building service utilities shall be provided  
3.12 to each single-family residential dwelling unit when required by the Minnesota State Building  
3.13 Code.

3.14 (s) "Triplex" means a building containing three residential dwelling units intended for  
3.15 nontransient occupancy and not meeting the definition of townhouse.

3.16 Subd. 2. **Multifamily residential developments.** (a) Subject to compliance with all  
3.17 municipal zoning standards, multifamily residential developments shall be a permitted use  
3.18 in any zoning district that allows for a commercial use, except for:

3.19 (1) industrial zoning districts where a commercial use is not allowed; or

3.20 (2) industrial zoning districts that are located in an environmental justice area.

3.21 (b) A multifamily residential development may not be constructed on a lot zoned for a  
3.22 single-family detached home unless otherwise authorized by law, rule, or ordinance.

3.23 (c) A city may require a conditional use permit for a multifamily residential development  
3.24 only if the specific circumstances of the development raise concerns related to the public  
3.25 health, safety, and general welfare.

3.26 Subd. 3. **Applicable zoning standards.** (a) A multifamily residential development must  
3.27 comply with any standards, performance conditions, or requirements, including the adequacy  
3.28 of existing public infrastructure, imposed by a city to promote the public health, safety, and  
3.29 general welfare.

3.30 (b) A city must not impose a height requirement on a multifamily residential development  
3.31 that is less than the following:

3.32 (1) in a city of the first class, 75 feet;

4.1 (2) in a city of the second class, 45 feet;

4.2 (3) in a city of the third class in the metropolitan area, 45 feet; or

4.3 (4) in a city of the third class outside of the metropolitan area, 35 feet.

4.4 (c) A city must not impose a setback requirement on a multifamily residential  
4.5 development that is greater than the smallest required minimum setback distance of any  
4.6 other structure in the same zoning district of the parcel on which the development will be  
4.7 built.

4.8 (d) A city may impose a height or setback requirement that is different from the  
4.9 requirements in this subdivision if such requirements would result in a multifamily residential  
4.10 development that would substantially vary in compatibility and scale with surrounding  
4.11 properties.

4.12 (e) This subdivision does not apply to a city of the fourth class.

4.13 Subd. 4. **Parking requirements limited.** A city may not require more than one off-street  
4.14 parking space per residential unit, except that additional disability parking spaces may be  
4.15 required to meet the requirements of the Americans with Disabilities Act.

4.16 Subd. 5. **Affordable housing development; height and mass requirements.** An  
4.17 affordable housing development must be permitted to exceed one or more maximum  
4.18 dimensional standards imposed by city official zoning controls as a zoning density bonus.  
4.19 A zoning density bonus offered by a city for an affordable housing development may include  
4.20 one or more of the following dimensional standards above the maximum base zoning  
4.21 regulations:

4.22 (1) a building height increase of at least 35 feet;

4.23 (2) an increased floor area ratio;

4.24 (3) an increased number of units per acre;

4.25 (4) an increased total number of units;

4.26 (5) a higher percentage of lot coverage; or

4.27 (6) other dimensional standards that increase building size by at least 30 percent more  
4.28 than what is allowed for market-rate multifamily residential developments.

4.29 Subd. 6. **Administrative review process.** (a) Notwithstanding any law, rule, or ordinance  
4.30 to the contrary, a city must establish an administrative review process subject to the

5.1 procedures in section 15.99 for a multifamily residential development meeting the  
5.2 requirements of this section.

5.3 (b) An application reviewed through an administrative review process or other process  
5.4 may not be approved contingent on factors not related to the protection of public health,  
5.5 safety, and welfare; the completion of a study; or the development being a part of a planned  
5.6 unit development if the multifamily residential development complies with this section.

5.7 Subd. 7. **Exceptions.** (a) Nothing in this section authorizes a multifamily residential  
5.8 development that is prohibited by state or federal law or rule, or is prohibited under an  
5.9 ordinance adopted pursuant to such a state or federal law or rule, that protects floodplains,  
5.10 areas of critical or historic concern, wild and scenic rivers, shore land, or that otherwise  
5.11 restrict residential units to protect and preserve the public health, the environment, or scenic  
5.12 areas.

5.13 (b) A multifamily residential development may not be inconsistent with approved plans  
5.14 under chapter 103B.

5.15 **EFFECTIVE DATE.** This section is effective January 1, 2025."

5.16 Amend the title accordingly

City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2024-52**

**A RESOLUTION SUPPORTING RETENTION OF CITY ZONING AUTHORITY**

**WHEREAS**, decisions about local zoning and land use that best fit community needs are best left to city residents and officials; and

**WHEREAS**, cities use zoning and land use regulations to balance property usage, plan for community growth, dedicate space and capacity for public infrastructure to support development (roads, parks and trails, transportation, sewer, stormwater, water, etc.), promote walkability and connectivity to services and public spaces, advance thoughtful and healthy urban design, mitigate flooding and erosion, and preserve natural resources among other things; and

**WHEREAS**, the Minnesota State Legislature, in an attempt to address housing availability and affordability challenges, is considering measures that would preempt city authority to regulate land use and zoning and assign that authority to state government; and

**WHEREAS**, cities require flexibility when developing zoning regulations to address their own unique circumstances and implement their comprehensive plans; and

**WHEREAS**, most residential land in South St. Paul is zoned R-2 Single-and-Two-Family Residential, a zoning district where single-family homes and duplexes are allowed as permitted uses which can be approved administratively by City Staff via a building permit; and

**WHEREAS**, the City of South St. Paul adopted a new comprehensive plan in 2020 which calls for amending zoning and subdivision ordinances to allow for the construction of diverse housing types in a wider variety of zoning districts throughout the City; and

**WHEREAS**, the City of South St. Paul approved a Master Housing Strategy in 2020 which acknowledges that the City Code's performance standards related to multifamily housing are not calibrated correctly and the City Code needs to be updated in regards to lot dimension requirements, setback requirements, and lot coverage regulations; and

**WHEREAS**, the City of South St. Paul has undertaken numerous zoning studies and ordinance updates since 2020 to refine performance standards to make it easier to build multifamily housing in commercial and mixed-use zoning districts;

**WHEREAS**, in 2021 the City of South St. Paul used its local zoning authority to establish an innovation district along Concord Street North where parking requirements are relaxed, and new multifamily buildings can be approved administratively by City Staff;

**WHEREAS**, the City of South St. Paul began an update of its residential zoning district performance standards in early 2024 and this project has been suspended despite strong support from the Planning Commission and City Council because uncertainty surrounding how the State Legislature will act makes it untenable for cities to move forward with local zoning reform; and

**WHEREAS**, by pre-empting local zoning ordinances with a statewide approach to regulating residential development, the proposed legislation dismisses the efforts of South St. Paul, Richfield, Roseville, Saint Paul, and other Minnesota communities that have pursued zoning reform in recent years by implementing thoughtful context-sensitive solutions that balance the need for more housing units with the needs of existing residents; and

**WHEREAS**, the City of South St. Paul recognizes that some members of the State Legislature may believe that Minnesota needs zoning reform at a statewide level to promote the Minnesotan values of equity, fair and attainable housing, and social justice. If the State Legislature decides that there must be statewide zoning reform, the proposed bills need to be re-calibrated through a collaborative effort involving planning and zoning professionals that practice in Minnesota cities so that changes are more targeted in scope and do not inadvertently or unduly cause harm to mature, organically mixed-use communities like South St. Paul which are working hard to be part of the solution to the State's housing challenges; and

**WHEREAS**, higher levels of density can be successfully integrated into established neighborhoods only if the new developments utilize good urban design. Multifamily buildings with large blank walls that face public streets and sidewalks degrade the urban environment, decrease livability, and make neighborhoods less walkable. If cities are stripped of all architectural control, as the preemption bills propose, new multifamily buildings may be built which have inappropriate designs that make neighborhoods less livable. America learned in the 1960's and 1970's that high-density residential buildings with inappropriate scale and poor urban design do not integrate successfully into neighborhoods, that residents living in such buildings are often stigmatized, and both the neighborhoods and the developments themselves suffer from disinvestment and prove to be unsustainable; and

**WHEREAS**, cities should be allowed to update their zoning codes so that multifamily buildings of an appropriate size and scale can be built as-of-right. The proposed bills would punish cities for setting appropriate performance standards for multifamily buildings by requiring them to allow buildings which the State defines as "affordable housing" to be 30% larger than the building size that has been identified through a public process to be appropriate in a zoning district. This provision will actively discourage cities from updating their zoning codes to make it easier to build multifamily buildings; and

**WHEREAS**, large multifamily buildings do not belong in all commercial zoning districts. Many communities with traditional walkable neighborhoods, like South St. Paul, have neighborhood commercial zones where small grocery stores and other commercial uses are integrated into low-density neighborhoods. Cities need to have the flexibility to set appropriate zoning standards for neighborhood commercial zones or cities may feel that they need to abolish their neighborhood commercial zoning areas to protect their low-density neighborhoods from inappropriate development; and

**WHEREAS**, building permit reviews provide value to a builder/developer by ensuring that their project complies with all applicable codes before they begin construction. If building permits are subject to the 60-day rule, there is a high risk that a complicated project that requires thoughtful and comprehensive technical review will be “automatically approved” after 60 days, thereby allowing construction to begin even though the building plans do not comply with the State Building Code and codes governing stormwater management and erosion control. Under these circumstances, Local Building Officials will be forced to correct code issues in the field by failing inspections and requiring developers to stop their project and rework their plans while their building is already under construction. This will ultimately waste money and potentially lead to poorly constructed buildings that involve workarounds that barely comply with the State Building Code; and

**WHEREAS**, many builders, developers, and homeowners submit building permit applications that are only partially complete and rely upon City Staff for technical assistance in completing their application. Developers often ask Building Officials to begin their building permit review while zoning and platting processes are still taking place, knowing that they cannot actually obtain their building permit until they have complied with the terms of their development agreement and their plat has been recorded. If building permits are subject to the 60-day rule, City Staff will need to discontinue all these informal programs which provide benefit to builders, developers, and homeowners and allow them to get their building permits more quickly. Cities will need to adopt a strict policy of not accepting building permit applications or beginning review until a building permit application is 100% complete and all zoning and platting processes are finalized.

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

1. The City of South St. Paul opposes state proposals that seek to preempt local zoning and land use decision-making when it comes to residential development;
2. The City of South St. Paul supports constructive policy alternatives to incentivize and bolster city efforts for addressing housing challenges;

3. The City of South St. Paul advocates for a city-state partnership to consider reforms that are proven to address housing availability and affordability and that ensure efforts can be locally led and shaped;
4. At a minimum, the City of South St. Paul asks the State Legislature to consider the following if they ultimately do move forward with some type of zoning preemption bill:
  - a. Building permits should not be subject to the 60-day rule. The negatives far outweigh the positives when it comes to this change.
  - b. Cities must retain enough architectural control over new multifamily buildings to ensure that they have good urban design and will “fit” in a walkable neighborhood. Cities cannot be forced to accept buildings with giant blank walls that face a public street or sidewalk and degrade the neighborhood.
  - c. Cities should not be required to allow “affordable housing” buildings to be 30% larger than whatever building size has been found appropriate for a zoning district. Density bonuses can be encouraged but should not be required.
  - d. Cities should be given broad authority to determine what type of residential development is appropriate in commercial zoning districts. In low-density neighborhood commercial areas, it may only be appropriate to allow very small multifamily buildings or a couple of dwelling units on the second floor of a shop. In quasi-industrial commercial areas, it may not be appropriate to allow any type of residential development because freight-focused road design, lack of sidewalks, lack of parks and open space, and the industrial character of adjacent uses make it unpleasant and unsafe to have families with children residing in the area.

Adopted this 1<sup>st</sup> day of April 2024.

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Deanna Werner, City Clerk