City of South St. Paul
CITY COUNCIL
125 3RD AVE NORTH
SOUTH ST. PAUL, MN 55075
Tuesday February 16, 2021
7:00 p.m.

Public attendance is available via WebEx
Call: 1-312-535-8110 Access Code: 177 653 0487
(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:

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 February 1, 2021
   B. Accounts Payable
   D. Engineering Services for Concord Exchange and Grand Avenue Streetscape Improvements
   E. Deleted
   F. Doug Woog Arena Write-offs Due to COVID-19
   G. Business Licenses
   H. Hiring of Accounting Specialist – Payroll
I. Approval of Revised Woodbury Ice Rental Agreement

9. PUBLIC HEARINGS:

10. GENERAL BUSINESS:

A. Joint Powers Agreement for Butler Avenue Trail Feasibility Study

B. Final Plat for “The Yards” Addition

C. 1st Reading for an Ordinance Allowing Temporary Concrete/Asphalt Recycling Operations as Part of Public Improvement Projects and Discussion on Proposed Interim Use Permit for a Temporary Asphalt/Concrete Recycling Operation for the Concord Street Improvements Project

D. Update and Discussion: Armour Gatehouse Structures

E. 1st Reading- Ordinance Rezoning Properties near Concord Street to Implement the 2040 Comprehensive Plan

F. 1st Reading- Ordinance Amendment Regarding Trash Enclosures

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:
Mayor James Francis called the regular meeting of the City Council to order at 7:00 p.m. on Monday, February 1, 2021.

ROLL CALL:

Present:   Mayor Francis
Councilmembers Bakken, Dewey, Hansen, Kaliszewski, Podgorski and Seaberg

Absent:   None

Staff Present:   City Administrator, Joel Hanson
Attorney, Peter Mikhail
City Clerk, Christy Wilcox
EDA Manager, Ryan Garcia
City Engineer, Sue Polka

5)  Presentations

•  There were no presentations.

6)  Citizens’ Comments

•  There were no citizen comments

7)  Agenda

Moved by Seaberg/Dewey

MOVED:  To approve the agenda.

Motion carried   7 ayes /0 nays

8)  Consent Agenda

Moved by Kaliszewski/Hansen

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

A.  City Council meeting minutes of January 19, 2021
B.  Resolution No. 2021-27, approving accounts payable
C.  Purchase of two (2) 2021 Ford Police Interceptor Utility vehicles and one (1) 2021 Chevrolet Equinox at a combined price of $90,451.68
D. Purchase of a single-axle cab and chassis truck from Nuss Truck & Equipment, plowing equipment and accessories from Towmaster, Inc., and salting unit from Crysteel Truck Equipment in the amount of $222,394.00
E. Purchase of two John Deer Z95OR Zero Turn Commercial Riding Mowers from Frontier AG & Turf in the amount of 24,228.00
F. Resolution No. 2021-21, accept donation from Lowe’s Home Improvement
G. To approve the following fill permit renewals:

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<th>Company</th>
<th>Site</th>
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<tr>
<td>Frattalone's Dawnway, LLLP</td>
<td>Dawnway Landfill</td>
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<tr>
<td>Danner Inc.</td>
<td>587 Verderosa orig 2 acres</td>
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<tr>
<td>Danner Inc.</td>
<td>587 Verderosa add 4.81 acres</td>
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H. Agreements with WSB in the amounts of $90,922.00 for final design and construction services for the Seidl’s Lake Lift Station project and $159,300.00 for construction management services for the reconstruction of 4th Street
I. Resolution No. 2021-22, approving a Cooperative Construction Agreement between the State of Minnesota Department of Transportation, City of South St. Paul, and Dakota County for Concord Street Improvements at Trunk Highway 494
J. Resolution No. 2021-14, approving a Joint Powers Agreement with Dakota County for SHIP Grant Funding the North Concord Mixed Use Zoning District Study
K. Resolution No. 2021-23, supporting grant application to Minnesota Department of Natural Resources for the Federal Recreational Trail Grant for the Wakota Trailhead Project
L. Resolution No. 2021-24, relating to Airport; approving amendment of lease (1600 Cessna Lane) at the Fleming Field Airport
M. Purchase of a 1-ton cab and chassis truck from Midway Ford, dump body and accessories from Towmaster Equipment, and snowplow from Crysteel Truck Equipment in the amount of $56,613.00
N. Business licenses
O. Approve agreement with DRS Investment VI, LLC acknowledging the City’s 1973 agreement to restore the façade of the building at 161 Concord Exchange North when the skyway is removed
P. To approve employment status change for Amy Dybsetter, Park and Recreation Support Specialist from part-time to full-time effective February 6, 2021
Q. To approve recruitment process for Recreational Programmer/Supervisor
R. Resolution No. 2021-25, relating to Airport; approving amendment of lease (1670 Fairchild Lane) at the Fleming Field Airport.
S. Resolution No. 2021-26, relating to Airport; approving amendment of lease (1690 Ercoupe Lane) at the Fleming Field Airport
T. Accept the 2020 3rd Quarter Financial Report
U. Adjustment of $2,881.69 to sanitary sewer charges for Healy Mobile Park
V. Amendment to the contract with SafeAssure for employee safety training for calendar year 2021

Motion carried 7 ayes/0 nays
10A) **Appointments to Liaison Roles on Boards and Commissions**

Moved by Seaberg/Hansen

MOVED: To concur with the following appointments:

- Councilmember Bakken to the Central Square Board for a two-year term
- Councilmember Hansen to the DCC Board for a two-year term and Councilmember Podgorski as the alternate
- Mayor Francis to the Dakota County Broadband Board for a two-year term and Councilmember Seaberg as the alternate
- Councilmember Dewey to the Northern Dakota County Cable Communications Committee for a two-year term
- Councilmember Kaliszewski to the Park & Recreation Advisory Commission for a two-year term

Motion carried 7 ayes/0 nays

10B) **Declaration and Resolution Extending Local Emergency**

Moved by Kaliszewski/Seaberg

MOVED: To adopt Resolution No. 2021-28, extending declaration of local emergency.

Motion carried 7 ayes/0 nays

11) **Mayor and Council Communications**

12) **Recess to EDA Meeting**

Moved by Seaberg/Bakken

MOVED: That the City Council recess the meeting to the Economic Development Authority at 7:17 p.m.

Motion carried 7 ayes/0 nays
Moved by Podgorski/Dewey

MOVED:  To adjourn the meeting of the Economic Development Authority and move to close session pursuant to Minnesota Statutes 13D.05, Subd. 3(d), for Attorney-Client discussions concerning eminent domain litigation in the matter South St. Paul v. Kassan Realty Company, et al.

Motion carried  7 ayes/0 nays

Moved by Seaberg/Podgorski

MOVED:  To reopen the regular meeting of the City Council.

Motion carried  7 ayes/0 nays

13) Adjournment

Moved by Kaliszewski/Podgorski

MOVED:  That the meeting adjourn at 7:40 p.m.

Motion carried  7 ayes/0 nays

Approved:  February 16, 2020

___________________________
City Clerk
Agenda Item: Accounts Payable

Action to be considered:

Motion to Adopt Resolution 2021-29 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
RESOLUTION NO. 2021-29

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:

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<th>Amount</th>
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<td>800458-800461</td>
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Adopted this 16th day of February, 2021.

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Christy Wilcox, City Clerk
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**Payment Instrument Totals**

- Checks: 2,058,276.03
- EFT Payments: 2,315,048.55
- A/P ACH Payment: 94,877.01
- Total Payments: 4,468,201.59

- Grand Total: 4,468,201.59

Action to be considered:

Motion to approve a settlement agreement with Ben and Misty Coonce for their property at 338-13th Avenue North regarding sewer service line repair.

Overview:

The property owner of 338 13th Avenue North has completed all of the necessary requirements to qualify for 50% of the cost of the sewer repair up to a maximum of $2,500 settlement from the City for repair of the sewer service line, in accordance with the adopted sewer service line repair policy.

Source of Funds:

Sufficient funds are available from the Sanitary Sewer Enterprise Funds.
SANITARY SEWER SERVICE LINE REPAIR POLICY

PURPOSE

The purpose of this Policy is to clarify the City’s position on repair of the sanitary sewer service lines as it relates to connections made to City installed sanitary sewer service line.

GENERAL INFORMATION

During street reconstructions or sanitary sewer mainline replacements the City often times replaces sanitary sewer service lines to individual properties. The costs for these sanitary sewer service line replacements are normally assessed back to the individual property owners. For many years prior to the mid-1990’s, the City used the practice of only using 4” service line pipe for single family and two-family service line replacements. If a 6” service line was encountered a transition as made from the 6” pipe to the newly installed 4” pipe. The City has discovered that some of these connections points have not functioned as well as planned. Based on this situation, the City has decided that a policy was needed to address any participation the City might have if a repair of the service line was needed. However, the majority of these connections have been in place for many years with no adverse effects.

REPAIRS & REIMBURSEMENT

At such times it is deemed necessary by the homeowner (e.g. back-up or breakage), to dig up and repair their sanitary sewer service line, the property owner should follow these steps in order to have the City consider any participation in the repair.

1) The property owner shall have the service line televised, if possible, and make a copy of the recording available to the City.
2) The property owner then hires a licensed contractor to repair the service line (the owner may do it on their own, but this is not very common). A sewer repair permit is required to be obtained from the City.
3) At the time the permit is obtained, the contractor is notified to make sure the City is present to see the connection point, to determine if the to be repaired connection was at the City-installed connection point (i.e. the 4” to 6” connection point).
4) If it is verified that the faulty connection point is the source of the back up or lack of sewage flow, then the City could participate in the cost of the investigation of the repair and the repair of the service line. Pictures should be taken by City staff.
5) If City personnel are unavailable to be present, pictures can be taken with a signed affidavit by the property owner and/or contractor in place of City personnel witnessing and taking pictures of the repair.
6) The City’s cost sharing participation will be based on 50% of the documented costs to investigate and repair the sewer service line up to a maximum amount of $2500 per property. The $2500 is based on the cost of a typical investigation and repair averaging about $5000. Using a 50/50 cost share results in a maximum of $2500 City participation cost.
7) A signed release (attached) must be submitted to the City from the property owner before the City releases the reimbursement.
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into and effective as of the 16th day of February, 2021 ("Agreement Date"), by and between the City of South St. Paul, a Minnesota municipal corporation (the "City"), and Benjamin Ryan Coonce and Misty Jo Koob Coonce a (single person, married couple) ("Property Owner").

RECITALS

WHEREAS, the Property Owner owns real property which is improved with a single-family home in the City of South St. Paul, located at 338 13th Avenue North ("Property"); and

WHEREAS, it has been determined that the Property has a sanitary sewer service pipe connection in the City’s right of way that involves a six inch line being connected to a four inch line; and

WHEREAS, the Property Owner has experienced problems of clogging, backup or other sewer issues ("Sewer Issues") and

- The City had previously replaced the service line and made the connection to the existing service line that is in question; and
- The connection has been determined by a 3rd party contractor hired by the homeowner to be the cause of the Sewer Issues; and
- The City Engineer or his designee has visually verified that the connection is the likely cause of the Sewer Issues;

WHEREAS, this Agreement is intended to resolve the dispute between the parties arising from the Sewer Issues.

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

ARTICLE I
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the City and the Property Owner with regard to the Sewer Issues.
Section 1.02  Cooperation. The City and Property Owner shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

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

ARTICLE II
COVENANTS AND AGREEMENTS

Section 2.01  Covenants and Agreements of the City. The City covenants and agrees with the Property Owner that:

(a) City Execution of This Agreement: In consideration of this Agreement, the City agrees to execute this Agreement and implement its terms as they relate to the Property.

(b) City Settlement Payment: In consideration of this Agreement, the City agrees to pay Property Owner up to Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) to reimburse Property Owner for the costs of inspection and repair of the Sewer Issues as final and final settlement of the Sewer Issues. Payment will be made to Property Owner upon proof of compliance with the provisions of Section 2.02 of this Agreement.

Section 2.02  Covenants and Agreements of the Property Owner. Property Owner covenants and agrees with the City that:

(a) Title and Agreement Execution and Processing: Property Owner warrants that Property Owner has good right, title and interest in the Property to enter into this Agreement and Property Owner agrees to execute this Agreement and deliver said executed copy to the City.

(b) Performance of Work and Proof of Payment: Property Owner agrees that it will engage a 3rd party contractor to correct the Sewer Issues in a manner that is satisfactory to the City Engineer or his designee. Upon receipt of proof of completion and payment, the City will reimburse the Property Owner up to the amount stated in Section 2.01 (b).

(c) Release of Claims: In exchange for the payments made to Property Owner in this Agreement, Property Owner, for themselves and on behalf of their heirs, executors, administrators, attorneys, and assigns, hereby releases City, its present and former council members, contractors, attorneys, representatives, employees, and agents from any and all claims, rights or causes of action of any kind and
nature whatsoever, which they have or may claim to have, in any way arising out of, connected with the Claim. This Release shall also include, but not be limited to, all claims, rights and causes of action for costs, attorney's fees, or percentage of awards or settlements which Property Owner may assert against or which may be asserted against City by anyone on behalf of Property Owner, or against any of the released parties from any third parties.

ARTICLE III
GENERAL PROVISIONS

Section 3.01 Binding Effect. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

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

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

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

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

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

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

Section 3.08 Recording. The parties hereto agree that this Agreement shall not be recorded with the County Recorder and/or Registrar of Titles.
IN WITNESS WHEREOF, the City and the Property Owner have caused this Agreement to be executed by its duly authorized representatives.

PROPERTY OWNER:

By: Misty Jo Coonce

By: Benjamin Ryan Coonce

STATE OF MINNESOTA

COUNTY OF Ramsey

On this 28th day of January, 2021, before me a Notary Public within and for said County, personally appeared Misty Jo Coonce and Benjamin Ryan Coonce, (a single person, a married couple) to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

[Signature]
CITY OF SOUTH ST. PAUL

By: ________________________________

Mayor James P. Francis

ATTEST:

______________________________
City Clerk Christy Wilcox

STATE OF MINNESOTA  )
                     ) ss.
COUNTY OF DAKOTA  )

On this _____ day of __________, 201__, before me a Notary Public within and for said County, personally appeared James P. Francis and Christy Wilcox to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of South St. Paul, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

______________________________
Notary Public
AGENDA ITEM: Consulting Engineering Services Agreement with Kimley-Horn for Concord Exchange and Grand Avenue Streetscape Improvements – Preliminary and Final Design

ACTION TO BE CONSIDERED:

Motion to APPROVE AN ENGINEERING SERVICES AGREEMENT WITH KIMLEY-HORN FOR CONCORD EXCHANGE AND GRAND AVENUE STREETSCAPE IMPROVEMENTS

OVERVIEW:

Staff has been working with the developer of The Yards located at the northeast corner of Concord Exchange and Grand Avenue to develop a streetscape concept that could be extended to the east side of Concord Exchange and utilize elements of the Concord Street project. Kimley-Horn has provided a proposal for preliminary and final design for the streetscape along the east side of Concord Exchange from Grand Avenue to Hardman Avenue and also the two medians on Grand Avenue west of Concord Street. The proposal letter is attached to this report.

SOURCE OF FUNDS:

The project is located within the Concord Street Redevelopment Area as defined in the TIF Plan for the Concord Street No. 2 Tax Increment Finance District (the “Concord TIF”). Professional services are an eligible expense in the Concord TIF, and the fund has sufficient resources to support this expense. Per the terms of a Development Agreement approved in December 2020, the Developer will pay for the installation of new streetscape components as a part of their Phase II Construction Project.
January 28, 2021

Sue Polka, P.E.
City Engineer
City of South St. Paul
125 Third Avenue North
South Saint Paul, MN 55075

Re: Letter Proposal
Concord Exchange and Grand Avenue Streetscape Improvements
Preliminary and Final Design

Dear Ms. Polka:

Kimley-Horn and Associates, Inc. is pleased to submit this proposal to the City of South St. Paul for providing engineering and landscape architecture design services along portions of Concord Exchange and Grand Avenue in the City of South St. Paul.

Project Understanding

Beard Group Inc. has submitted a development proposal to construct multiple apartment buildings along the west frontage of Concord Exchange, north of Grand Avenue. The development plans propose reconstruction of the westerly 1/3 of the width of Concord Exchange including utility service connections, reconstructed southbound angled parking, sidewalks, streetlighting and boulevard landscaping improvements. In conjunction with the proposed development, the City of South Saint Paul is proposing to reconstruct the remaining streetscape areas along Concord Exchange, north of Grand Avenue and the median landscaping from Concord Street to the west as shown on the attached aerial map.

Project Limits: The attached plan mark-ups of an Aerial Map, Streetscape Concept plans and Final Materials and Furnishings illustrate our understanding of project elements and limits for this city project, described as:

- Boulevard improvements for approximately 130’ length of the west side of Concord Exchange from the developer’s northern limits of street reconstruction – existing street pavement and curb to remain
- Boulevard improvements for approximately 825’ length of the east side of Concord Exchange from Grand Avenue to the drive access north of the Post Office parking lot – existing street pavement and curb to remain
- Grand Avenue median improvements to the first 2 medians west of Concord Street – existing street pavement and curb to remain
- Boulevard improvements for approximately 100’ length of the north side of Grand Avenue from the limits of the Concord Street Reconstruction Project to the intersection at Concord Exchange.
Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1: Project Management, Agency Involvement, Public Involvement

1.1 Project Management

We will provide project management and administration throughout the entire duration of the preliminary and final design phases of the Project with the City via consistent phone and e-mail communication. We will ensure that deliverables are submitted in a timely fashion to meet the project schedule. We will submit monthly invoices that will clearly define the percentage of project completion and the percentage of project billed to date for each work task and the total project.

1.2 City Design Coordination Meetings

We will conduct up to four (4) design coordination meetings with City staff to coordinate the design of the Project. We will prepare agendas and meeting materials and distribute meeting summaries to City staff. We have assumed that City staff will handle coordination with the Beard Group Inc. and provide input on the City project based on the proposed development.

1.3 City Council Meetings / Work Sessions

We will attend and prepare presentation materials for up to two (2) City Council Meetings or Work Sessions as requested by the City. It is assumed that the City will deliver the presentation materials.

1.4 Property Owner Meetings

We will coordinate, prepare, and conduct up to five (5) private property owner meetings or other interested parties along the project corridor as needed to coordinate the project improvements. It is assumed that any minor restoration activities outside of public right-of-way to construct the project will be addressed to the City’s right-of-entry process and will not require right-of-way acquisition services. It is assumed that the City will coordinate and obtain right-of-entry from each impacted private property owner.

1.5 Private Utility Coordination Meetings

We will conduct up to two (2) private utility coordination meetings with all public and private utility owners that have facilities within the project limits. We will coordinate directly with utility companies to understand impacts to their facilities, provide design information to inform relocation plans as necessary, and track relocation schedules. It is assumed that any staking for private utility relocations will be performed by others and is not included in this scope of services.
Task 2: Data Collection

Task 2.1 Topographic Survey

We will obtain full topographic survey, including underground utilities and private utilities located by GopherOne Locate Call, within the limits described below:

- Concord Exchange: Right-of-way to right-of-way boundary and out to building faces or parallel parking lot curb / walls from Grand Avenue to the Concord Exchange connection at Concord Street
- Grand Avenue: Southern outside curb line to northern right-of-way boundary and out to building faces from Concord Street to the Third Street/Grand Avenue intersection. Survey limits will include full survey of three (3) existing medians and public utility structures/inverts along the south side of Grand Avenue.

We have assumed that all topographic survey work will be completed in the spring when the area is clear of snow. We will incorporate topographic survey information completed previously by the developer and Concord Street (TH 156) Improvements project into a single master base mapping file.

Task 2.2 Right-of-Way Base Mapping

We will prepare a right-of-way base map for the project limits to establish limits of public right-of-way along Concord Exchange and Grand Avenue. This task will include coordination with the developer and information already obtained as part of the Concord Street (TH 156) Improvements project. We have assumed all improvements will be constructed within existing right-of-way or easements rights held by the City of South St. Paul.

Task 3: Preliminary Design:

Task 3.1 Preliminary Landscape Architecture and Urban Design – Concord Exchange

Using the Streetscape Concept Plans prepared previously prepared by Kimley-Horn as a guide, prepare preliminary design plans illustrating the design, location and quantity of streetscape elements to include:

- Sidewalk pavements
- Furniture zone/maintenance edge pavements
- Street trees
- Furniture zone planting beds
- Potential planting bed curbs and/or fencing
- Pedestrian and street lighting
- Benches, trash and recycling containers
**Task 3.2 Concept and Preliminary Landscape Architecture and Urban Design – Grand Avenue Medians and North Boulevard**

As the Streetscape Concept Plans prepared previously prepared by Kimley-Horn did not include Grand Avenue medians, prepare concept and preliminary design plans illustrating the design, location and quantity of streetscape elements to include:

- Sidewalk/median infill pavements
- Street trees
- Grass boulevard
- Potential planting bed curbs and/or fencing
- Pedestrian and street lighting
- Benches, trash and recycling containers
- Median infill pavements
- Potential specialty lighting

**3.3 Preliminary Opinion of Probable Construction Cost**

We will prepare one opinion of probable construction cost based on the scope of the preliminary design plans approved by the City to be incorporated into final Construction Documents.

**Task 4: Final Construction Documents:**

**4.1 Final Plans and Specifications**

We will prepare final signed construction plans and special provisions based on the scope of the preliminary design plans approved by the City. The special provisions will be in accordance with the latest versions of the MnDOT Standard Specifications for Construction, City Engineer’s Association of Minnesota Standard Specifications, and City of South St. Paul Standard Specifications. We assume that the final design plans will include the following plan sheets:

- Cover Sheet
- General Notes
- Typical Sections
- City Standard Plates and MnDOT Standard Plan Sheets
- Construction Details
- Traffic Control Plan
- Temporary Erosion and Sediment Control Plan
- Existing Conditions, Existing Utilities, and Removals Plan
- Construction and Streetscape Plan
- Pedestrian Ramp Details
- Retaining Wall Plan and Profile
- Street Lighting and Electrical Plan
- Landscape and Turf Establishment Plan
We will submit one complete set of draft construction plans and special provisions for one round of comments and reviews by the City. We will submit final signed construction plans and special provisions after all comments have been addressed.

It is assumed that the final signed construction plans and special provisions will be provided to the developer to complete construction. A complete project manual and bid phase services are not included in the scope of the project.

4.2 Final Opinion of Probable Construction Cost

We will prepare one opinion of probable construction cost based on the scope of the final signed Construction Documents.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. We assume the additional services listed below will be the responsibility of the City and/or developer. However, the additional services we can provide include, but are not limited to, the following:

- Bid Phase Services
- Construction Phase Services
- Permit Identification and Approval
- Geotechnical Investigation and Analysis

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
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<tbody>
<tr>
<td>Notice to Proceed</td>
<td>February 16, 2021</td>
</tr>
<tr>
<td>Preliminary Design</td>
<td>March/April 2021</td>
</tr>
<tr>
<td>Final Design</td>
<td>May/June 2021</td>
</tr>
<tr>
<td>Submit Final Construction Documents</td>
<td>July 2021</td>
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Fee and Expenses

Kimley-Horn will perform the Scope of Services on a labor fee plus expense basis with a total estimated not-to-exceed cost of $98,900. Task budgets are estimated to be:

<table>
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<tr>
<th>Task</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Task 1 – PM, Public and Agency Involvement</td>
<td>$17,800</td>
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<tr>
<td>Task 2 – Data Collection</td>
<td>$7,800</td>
</tr>
<tr>
<td>Task 3 – Preliminary Design</td>
<td>$23,500</td>
</tr>
<tr>
<td>Task 4 – Final Construction Documents</td>
<td>$44,500</td>
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<tr>
<td>Expenses</td>
<td>$5,300</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$98,900</strong></td>
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Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the City. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Eric Fosmo, P.E.
   Project Manager

Attachments:
Concord Exchange-Aerial Areas
Typical Segment Concept Plans – Segments 5 and 10
Final Materials and Furnishings
Median design TBD - assumes integrally colored concrete pavement, concrete planter curbs, ornamental trees and landscaped beds similar to current Concord Street median design.

Existing curb and roadway to remain. New streetscape work is behind existing curb to ROW line in boulevard, and between existing curbs in medians.

Locations of streetscape improvements to Grand Avenue - north boulevard from Concord Street to Concord Exchange, and 2 medians west of Concord Street.
Existing curb and roadway to remain. New streetscape work is behind existing curb to ROW line in boulevard.

Locations of streetscape improvements to Concord Exchange - east boulevard from Grand Ave to Hardman Ave, and west boulevard from the proposed development improvement limits to Hardman Ave.
**Theme: Modern Industrial Blended With Southview Blvd**

The images below illustrate the final selection streetscape elements that blend existing Southview Blvd streetscape design treatments with a modern industrial theme.

<table>
<thead>
<tr>
<th>Streetscape Element Description</th>
<th>Streetscape Element Selection</th>
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</thead>
<tbody>
<tr>
<td><strong>Street Lighting</strong></td>
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</tr>
<tr>
<td>• Street lighting to have minimal ornamentation</td>
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<tr>
<td>• All lighting to be black in color</td>
<td></td>
</tr>
<tr>
<td>• All lighting to be LED</td>
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</tr>
<tr>
<td>• Pedestrian Light: Sternberg ‘Millenia’</td>
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<tr>
<td>• Roadway Light: Gardco ‘Pureform’</td>
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**Modifications per comments in 11/09/2020 City Council Workshop and 11/10/2020 Staff Debrief**

<table>
<thead>
<tr>
<th><strong>Street Furniture</strong></th>
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<tbody>
<tr>
<td>• All furniture has ornamentation, simple, and a functional aesthetic</td>
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<tr>
<td>• All furniture to be near graphite in color</td>
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<tr>
<td>• Bench: Landscape Forms ‘Neocombo’</td>
<td></td>
</tr>
<tr>
<td>• Trash/Recycling Receptacle: Landscape Forms ‘Poe’</td>
<td></td>
</tr>
<tr>
<td>• Banner Poles: Precedent shown from Anoka (Banners to incorporate SSP themes and maroon color)</td>
<td></td>
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</tbody>
</table>

**Basis of design selections shown.**

<table>
<thead>
<tr>
<th><strong>Walls (Retaining and Screening) and Fall Protection Fencing</strong></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>• 3 color paint system in subtle shades of gray for primary, reveal, and highlight colors</td>
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<tr>
<td>• Wall caps to have single color matching the primary color</td>
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<tr>
<td>• 48” tall black vinyl clad chain link fence on all walls taller than 30” as fall protection fencing</td>
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<tr>
<td>• C.I.P Formliner: Customrock Minnesota Ashlar</td>
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<tr>
<td>• Large Block Wall: Customrock Ledgestone</td>
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<tr>
<td>• Small Block Wall: Anchor Highland Stone</td>
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</tbody>
</table>

**Visit www.sternberglighting.com for more product details and LED updates**
Theme: Modern Industrial Blended With Southview Blvd

The images below illustrate the final selection streetscape elements that blend existing Southview Blvd streetscape design treatments with a modern industrial theme.

**Streetscape Element Description**

**Special Boulevard and Median Pavements**
- Standard gray concrete to indicate ‘pedestrian safe’ zones. A different finish or jointing will indicate special areas (Ex. Grand Ave and Hardman Ave intersection corners)
- Integrally colored and heavily textured/stamped concrete indicate non-pedestrian areas (maintenance edges and special median pavements)

**Landscape**
- The landscape palette should reflect the context of each trees’ locations and select species responsive to the spacing of trees (15’, 40’, 60’, and 100’ on center)
- Boulevard tree species are proposed to provide green canopy to aid in traffic calming. Trees with a tight/regular form are located closer to areas of existing or proposed development. Trees with a natural/irregular form are in areas adjacent to limited commercial, residential, or in more natural settings.
- Median trees to be tight/regular and intersection trees in planters are small, potentially multi-stem, ornamental trees
- Median and intersection trees are low, easily maintained multi-seasonal in mass plantings versus in smaller detailed beds.
- A minimum of 8 different tree species will be incorporated into the layouts, arranged in mixed species patterns to maximize interest and help minimize the potential for grouping loss from disease or insects. Multiple varieties of species will include:
  - Elm
  - Coffee tree
  - Oak (limited)
  - Honey locust
  - Hackberry
  - Maple
  - Linden
  - Crabapple
  - Tree Lilac

**Pedestrian Walkways**
Approximate texture shown in large image, color in small image

**Maintenance Edge and Median Pavement**
Approximate texture shown in large image, color in small image

**Median Infill and Accent Pavement**
Approximate texture shown in large image, color in small image

---

**Streetscape Element Selection**

---

**Pedestrian Walkways**
- Standard Gray
- Dark Warm Gray

**Maintenance Edge and Median Pavement**
- Colored concrete okay - Replace stamping with brooming. Consider 2’ x 4’ perpendicular joining pattern and medium/coarse broom.

**Median Infill and Accent Pavement**
- Colored concrete okay - Replace stamping with brooming. Consider different pattern or smaller jointing module - possibly 2’ x 2’ or less.

---

**Pedestrian Walkways**
- Standard Gray
- Dark Gray/Black

**Maintenance Edge and Median Pavement**
- Colored concrete okay - Replace stamping with brooming. Consider 2’ x 4’ perpendicular joining pattern and medium/coarse broom.

**Median Infill and Accent Pavement**
- Colored concrete okay - Replace stamping with brooming. Consider different pattern or smaller jointing module - possibly 2’ x 2’ or less.

---

**Trees**
- Tight/Regular Form
- Natural/Irregular Form
- Columnar/Upright Form
- Single Stem/Multi-Stem Ornamental (Intersection Corners and Median)

**Understory Plantings (Median and Intersections)**
- Gro-Low Sumac
- Blue Rug Juniper
- Karl Foerster Grass
- Switchgrass
- Daylilies
- Blue Rug Juniper
- Karl Foerster Grass
- Switchgrass
- Daylilies

---

Find substitute that doesn't require as much maintenance, or use more of other plants identified.
AGENDA ITEM: Approve Write-offs of Rental Billings for South St. Paul Youth Hockey Association (SSPHA) due to COVID-19 Shutdowns

OVERVIEW:

Due to Covid-19 and the various State mandated shutdowns of Doug Woog Arena in 2020, South St Paul Youth Hockey Association was unable to utilize their Dryland Training Space, Office Space, and Storage Areas for much of the year. This resulted in a serious decline in the revenue they generated and makes it difficult for them to pay rent to us. Here is a breakdown of what they have not paid:

- Meeting/Office Space - $600 a month (no payment for April, May, June, and July)
  Amount Due - $2,400
- Dryland Space - $1,260 per month (no payment for May, June, and July)
  Amount Due - $3,780

The total due for these spaces totals $6,180.

It should be noted that our new agreement with SSPYHA took effect on October 1, 2020. Dryland, Office, and Storage Space are now covered by their Capital Contribution of $30,000 per year with payments made quarterly in the amount of $7,500. They have not paid the 4th quarter 2020 amount due. Effectively, shutdowns cost them the use of this space for approximately ½ of this quarter. That would equate to approximately $3,750.

Finally, SSPYHA also had the ability to sell advertisements on the rink dashers. In 2020, they displayed 16 advertisements on the boards. That should have generated a payment to the City of $3,200.00. However, SSPYHA did not bill nor collect any revenue for the advertisements in 2020. Foregoing that payment would amount to $3,200. (Note: For 2021 and beyond, this amount is now covered with the $30,000 annual payment.)

Based on the above, staff recommends we write-off these billings totaling $13,130 for 2020 at Doug Woog Arena for South St. Paul Youth Hockey Association.

SOURCE OF FUNDS:
Doug Woog Arena Budget
AGENDA ITEM:  Business Licenses

ACTION TO BE CONSIDERED:

Motion to adopt attached list, approving Business Licenses.

OVERVIEW:

Unless provided by City Code, licenses are annual and expire on May 31st of each year. Municipal Code requires that all licenses shall be approved by the City Council and subject to submittal of insurance certificates, forms and background investigation, when required, prior to issuance.

License renewals must be filed with the City Clerk at least 30 days before the license expires, that date being April 30th of each year.

The attached listing contains the following new applications:

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<th>License Type</th>
<th>Applicant</th>
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<td>Corey Adam Hawkinson</td>
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<tr>
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<td>Blessing Ogunyemi</td>
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</tr>
<tr>
<td>Restaurant</td>
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SOURCE OF FUNDS:
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# City of South St Paul
## City Council Report

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<td>Stockmen's Truck Stop</td>
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Agenda Item: Approve Hire of Accounting Specialist - Payroll

Action to Be Considered:
Motion to hire Brenda Oswald as an Accounting Specialist - Payroll for the City of South St. Paul, contingent on City Council approval and successful completion of background check.

Overview:
Following the departure of Sharon More – Payroll Specialist who retired at the end of December 2020, staff began the hiring process for a replacement. This position is part of the AFSCME bargaining unit and an internal job announcement was posted on December 8, 2020. No internal applicants applied for the position.

An external job posting was placed on the City’s website and the League of MN Cities website. Approximately 30 applications were received in response to the job announcement. An interview panel consisting of Justin Kohls – Asst. Finance Director, Sandy Haima – Executive Assistant, and Shelly Anderson – Asst. City Administrator/HR Director interviewed six well qualified candidates over the course of two days, Feb. 3rd and 4th. Following interviews, the interview panel reached consensus that Brenda Oswald will provide an excellent match for the position and recommends her hire.

The Accounting Specialist - Payroll position encompasses a variety of job duties, with the main duties focused on the City’s payroll system. Attached is a redacted copy of Ms. Oswald’s application for employment. Brenda has extensive experience in processing payroll, including local governmental payroll processes. She is currently employed with the City of Maplewood as a Payroll Technician/Administrative Assistant.

Proposed Terms of Employment:
A tentative offer of employment was verbally extended to Ms. Oswald and was accepted. The offer is contingent on Council approval of hire and successful completion of a background investigation.

The Accounting Specialist - Payroll position is a non-exempt, hourly position that falls within the AFSCME collective bargaining union. Due to her past payroll experience, it is proposed that Ms. Oswald begin at Step 4 of the pay range, or $27.27 per hour. She would then be eligible to move to Step 5 after twelve months of satisfactory performance. All other benefits are in accord with the AFSCME bargaining contract.

Financial Considerations:
The Finance budget provides sufficient resources for the employment of Ms. Oswald on the terms described.
EMPLOYMENT APPLICATION

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

Oswald, Brenda
20-00006 ACCOUNTING SPECIALIST - PAYROLL

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<td>SUPERVISOR:</td>
<td>Joe Rueb - Assistant Finance Director</td>
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<td>MAY WE CONTACT THIS EMPLOYER?</td>
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<td>SALARY:</td>
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| DUTIES: | Manage payroll for 250+ employees’ on a bi-weekly basis |
|         | Responsible for bi-weekly payroll reports, import/export files from timesheet systems |
|         | Reconcile and file monthly, quarterly, annual state, federal tax and unemployment reports |
|         | Responsible in knowing and understanding several different union contracts |
|         | Responsible for reviewing procedures and making them more efficient |
|         | Give feedback during contract negotiations from a payroll stand point |
|         | Lead on implementing new scheduling/timesheet system for Police and Fire departments |
|         | Reconcile payroll funds to General Ledger |
|         | ACA reporting |
|         | Work closely with HR on employee benefits and keeping them updated and accurate |
|         | Monitor Leave balances per contracts |
|         | Reconcile COBRA payments and benefits |
|         | Reconcile FLEX and Dependent Care reimbursements |
|         | Administer all employee payroll deductions and reconcile against bills |
|         | Responsible for staying in compliance with all payroll laws |
|         | Reconcile annual work papers for auditors |
|         | Create monthly and recurring journal entries |
|         | Work to resolve payroll issues quickly and accurately |
|         | Communicate with employees with any payroll questions |
|         | Responsible for updating fixed assets |
|         | Help with annual budget sheets |
|         | Enter receipts daily |
|         | Maintain spreadsheets for balancing purposes |
Handle NSF collections

**REASON FOR LEAVING:**
I am looking to advance my career and branch out into other accounting areas to further utilize my degree.

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<td>From: 7/2003 To: 8/2014</td>
<td>Minnesota Commercial Railway</td>
<td>Accounting/Payroll Manager</td>
</tr>
</tbody>
</table>

**ADDRESS:**
508 Cleveland Ave N, St. Paul, Minnesota, 55114

**SUPERVISOR:**
Joe Richardson - Finance Director/Asst VP

**MAY WE CONTACT THIS EMPLOYER?**
☐ Yes  ■ No

**SALARY:**
# OF EMPLOYEES SUPERVISED:
2

**DUTIES:**
- Managed payroll for 100 employees’ semi-monthly, with an annual gross payroll of $5 million
- Responsible for keying in semi-monthly payroll
- Reviewed and entered monthly expense reports and cut checks
- Reconcile and file all monthly, quarterly, annual state, federal, railroad tax and railroad unemployment reports
- Communicate with employees with any payroll questions
- Daily receipts and deposits
- Entered all AR invoices
- Ensured that all AR and AP invoices/bills were coded correctly
- Weekly check runs to ensure timely payments
- Handled vendor/customer questions

**REASON FOR LEAVING:**
I didn’t have any room to grow and I came upon an amazing opportunity.

<table>
<thead>
<tr>
<th>DATES:</th>
<th>EMPLOYER:</th>
<th>POSITION TITLE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From: 6/2001 To: 6/2003</td>
<td>TCF Bank</td>
<td>Assistant Manager</td>
</tr>
</tbody>
</table>

**ADDRESS:**
1801 Market Place Dr, Stillwater, Minnesota, 55082

**SUPERVISOR:**
Stacy VanNess - Senior Assistant Manager

**MAY WE CONTACT THIS EMPLOYER?**
☐ Yes  ■ No

**SALARY:**
# OF EMPLOYEES SUPERVISED:
12

**DUTIES:**
- Managed 12 employees on a daily basis
- Increased Sales Associates motivation and increased sales by 10%
- Received customer service awards for resolving customer problems in a timely manner and with customer satisfaction
- Handled daily customer transactions and inquiries
- Responsible for scheduling all staff

**REASON FOR LEAVING:**
Found a position in the field I wanted to have my career in.

<table>
<thead>
<tr>
<th>DATES:</th>
<th>EMPLOYER:</th>
<th>POSITION TITLE:</th>
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<tbody>
<tr>
<td>From: 12/1999 To: 6/2001</td>
<td>Stillwater Residence</td>
<td>TMA/Kitchen Aid</td>
</tr>
</tbody>
</table>

**ADDRESS:**
220 Olive St W, Stillwater, Minnesota, 55082

**SUPERVISOR:**
Barb Oswald - Head Cook

**MAY WE CONTACT THIS EMPLOYER?**
☐ Yes  ■ No

**SALARY:**
# OF EMPLOYEES SUPERVISED:
0

**DUTIES:**
- Responsible for preparing proper dosage of daily medications for 30 patients
- Prepared dinners and weekend meals for 30 patients
- Helped manage food inventory
- Maintained daily charts and activities

**REASON FOR LEAVING:**
This was just a job while in high school

---

**CERTIFICATES AND LICENSES**
Nothing Entered For This Section

**OFFICE SKILLS:**

Typing:  
Data Entry:

**OTHER SKILLS:**
- Excel - Intermediate - 15 years and 8 months
- Word - Intermediate - 15 years and 8 months
- Customer Service - Expert - 20 years and 6 months

**LANGUAGE(S):**

**ADDITIONAL INFORMATION**
Honors & Awards
Received customer service awards for resolving customer problems in a timely manner and with customer satisfaction

Additional Information
I am studying to take the CPP exam.

| REFERENCES |
|-------------|-------------|-------------|
| NAME:       | POSITION:   |
| Steven Lukin| Fire Chief  |
| ADDRESS:    | PHONE NUMBER: |
| (Street, City, State/Province, Zip/Postal Code) | |
| EMAIL ADDRESS: | |

| NAME:            | POSITION: |
|-----------------------------------|
| Thomas Olson | |
| ADDRESS:       | PHONE NUMBER: |
| (Street, City, State/Province, Zip/Postal Code) | |
| EMAIL ADDRESS: | |

| NAME:            | POSITION: |
|-----------------------------------|
| Christine Evans | |
| ADDRESS:       | PHONE NUMBER: |
| (Street, City, State/Province, Zip/Postal Code) | |
| EMAIL ADDRESS: | |

| NAME:            | POSITION: |
|-----------------------------------|
| Barb Johnson | |
| ADDRESS:       | PHONE NUMBER: |
| (Street, City, State/Province, Zip/Postal Code) | |
| EMAIL ADDRESS: | |
Brenda Oswald

City of South St. Paul
125 Third Avenue N
South St. Paul, MN  55075

If your organization is seeking someone who has a variety of skills and experience in payroll, I would appreciate the opportunity to discuss your needs and objectives with you. The accomplishments noted within the accompanying resume will illustrate the value that I can bring to your team.

For the last 16 years I have been solely responsible for all aspects of payroll between the railroad industry and local government. I handle all questions and/or issues that employees may have. I work closely with HR on employee benefits, leave, workers comp and FMLA. I am also responsible for reconciling all taxes and working with auditors. During my years in the railroad industry I worked my way up from data entry to managing Accounts Payable and Accounts Receivable, along with managing the entire payroll process for two companies. I demonstrate dedication and quality in every aspect that my job entails, including meeting all deadlines. I have worked with customers and employees to resolve problems that may occur and come to a solution that works. With both of these jobs it has allowed me learn in new areas and gain more knowledge.

I have strong organizational skills, which allows me to handle multiple tasks and meet deadlines. I work well within a team or individually. I communicate well with others and I am self-motivated, self-starter and I learn fast.

I believe that my experience is in perfect line with your current needs. If your organization is looking for a loyal, dependable, quality professional, I would be interested in speaking with you to discuss the value that my strengths and experience can bring to your team. I can be reached at the above telephone or email address.

Sincerely,

Brenda Oswald
Experience

2014-Current City of Maplewood Maplewood, MN

**Payroll Technician/Administrative Assistant**

Manage payroll for 250+ employees’ on a bi-weekly basis
Responsible for bi-weekly payroll reports, import/export files from timesheet systems
Reconcile and file monthly, quarterly, annual state, federal tax and unemployment reports
Responsible in knowing and understanding several different union contracts
Responsible for reviewing procedures and making them more efficient
Give feedback during contract negotiations from a payroll standpoint
Lead on implementing new scheduling/timesheet system for Police and Fire departments
Reconcile payroll funds to General Ledger
ACA reporting
Work closely with HR on employee benefits and keeping them updated and accurate
Monitor Leave balances per contracts
Reconcile COBRA payments and benefits
Reconcile FLEX and Dependent Care reimbursements
Administer all employee payroll deductions and reconcile against monthly bills
Responsible for staying in compliance with all payroll laws
Reconcile annual work papers for auditors
Create monthly and recurring journal entries
Work to resolve payroll issues quickly and accurately
Communicate with employees with any payroll questions
Responsible for updating fixed assets
Help with annual budget sheets
Enter receipts daily
Maintain spreadsheets for balancing purposes
Handle NSF collections
2003-2014  Minnesota Commercial Railway  St. Paul, MN

**Accounting/Payroll Manager**

Managed payroll for 100 employees’ semi-monthly, with an annual gross payroll of $5 million
Responsible for keying in semi-monthly payroll
Reviewed and entered monthly expense reports and cut checks
Reconcile and file all monthly, quarterly, annual state, federal, railroad tax and railroad unemployment reports
Communicate with employees with any payroll questions
Daily receipts and deposits
Entered all AR invoices
Ensured that all AR and AP invoices/bills were coded correctly
Weekly check runs to ensure timely payments
Handled vendor/customer questions

2001-2003  TCF Bank  Stillwater, MN

**Assistant Manager**

Managed 12 employees on a daily basis
Increased Sales Associates motivation and increased sales by 10%
Received customer service awards for resolving customer problems in a timely manner and with customer satisfaction
Handled daily customer transactions and inquiries
Responsible for scheduling all staff

1999-2001  Stillwater Residence  Stillwater, MN

**TMA/Kitchen Aid**

Responsible for preparing proper dosage of daily medications for 30 patients
Prepared dinners and weekend meals for 30 patients
Helped manage food inventory
Maintained daily charts and activities
### Education

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<th>Institution</th>
<th>Location</th>
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<th>Credits</th>
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<tr>
<td>2008-2011</td>
<td>Rasmussen College</td>
<td>Brooklyn Park, MN</td>
<td>Bachelors Accounting – Completed</td>
<td>45 credits</td>
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<tr>
<td>2005-2007</td>
<td>Globe University</td>
<td>Woodbury, MN</td>
<td>AAS Accounting/Tax Specialist - Graduated</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>June 2007</td>
<td></td>
</tr>
<tr>
<td>2001-2003</td>
<td>Century College</td>
<td>White Bear, MN</td>
<td>AAS Accounting - Completed</td>
<td>30 credits</td>
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### Certificates

- Currently studying for CPP
AGENDA ITEM: Approve Updated Woodbury Ice Rental Agreement Due to Clerical Error

ACTION TO BE CONSIDERED: APPROVE THE UPDATED WOODBURY AREA HOCKEY CLUB (WAHC) ICE RENTAL AGREEMENT

OVERVIEW:

When the original Woodbury agreement was created, the agreement had the incorrect dates. Woodbury already had an agreement that covered the 2020/21 hockey season. The revised agreement now reflects the correct dates. The initial term commences October 1, 2021 and ends March 1, 2026. WAHC can extend the agreement for an additional five (5) year term. All other terms and conditions remain the same as was in the previous document. (A redlined copy is attached for your review.)

SOURCE OF FUNDS:

N/A
AGREEMENT BETWEEN THE CITY OF SOUTH ST. PAUL
AND THE WOODBURY AREA HOCKEY CLUB
FOR ICE TIME AT DOUG WOOG ARENA

THIS ICE RINK USAGE AGREEMENT, ("Agreement") is made and entered into as of the _____ day of February 2021, by and between the City of South St. Paul ("City"), a Minnesota municipal corporation, and the Woodbury Area Hockey Club ("WAHC"), a Minnesota nonprofit corporation (each sometimes hereinafter called "party," and both sometimes collectively called "parties").

WITNESSETH:

WHEREAS, the City owns and operates an ice arena known as Doug Woog Arena ("Doug Woog Arena"); and

WHEREAS, the City and WAHC desire to enter into a long-term agreement whereby WAHC secures guaranteed ice time for its programs at Doug Woog Arena, and the City is able to rely on the sale of a minimum number of hours of ice time during the winter hockey season as well as an ongoing revenue stream to assist with funding its Capital Improvement Program ("CIP") at Doug Woog Arena;

WHEREAS, the parties acknowledge that WAHC has historically purchased ice time from the City outside of the Peak Ice Time (as defined below) of each winter hockey season and both parties acknowledge that this Agreement does not intend to in any way include those ice time purchases. It is the intent of both parties that they will continue their historical course of dealing for ice time purchases outside of the Peak Ice Times, which is after March 1st and prior to October 1st of any hockey season.

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

ARTICLE 1
THE AGREEMENT

A. **Purposes.** The purpose of this Agreement is to define the rights and obligations of City and WAHC with respect to the availability of Peak Ice Time at Doug Woog Arena during each winter hockey season from October 1 of a calendar year through March 1 of the following calendar year for the term of this Agreement.

B. **Cooperation.** City and WAHC shall cooperate and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner.
C. **Term.** The Initial Term of this Agreement shall commence on the October 1st, 2021 and shall terminate on March 1st, 2026 (the “Initial Term”), unless extended by WAHC pursuant to Article 1.D or terminated by either party after the applicable notice period pursuant to Article 1.E. The initial term will include the 2021-2022, 2022-2023, 2023-2024, 2024-2025, and 2025-2026 seasons.

D. **Extended Term.** WAHC may extend the Initial Term for an additional five (5) years (“Extended Term”) ending on March 1, 2031 by providing written notice prior to October 1, 2025 to the City of WAHC’s intent to extend the Initial Term of this Agreement by the length of the Extended Term. The extended term will include the 2026-2027, 2027-2028, 2028-2029, 2029-2030, and 2030-2031 seasons.

E. **Termination.** Either party may terminate this agreement by providing at least one year’s written notice to the other party, which shall be given no later than October 1 of the year prior to the effective date of termination.

**ARTICLE 2**
**WOOG ARENA ICE RINK FACILITY USE**

A. **Facility Administration.** City shall be responsible for the operation, administration, and maintenance of Doug Woog Arena during the Initial Term or the Extended Term of this Agreement.

B. **Time Rental Rates.** City customarily establishes annual uniform ice time rental rates in December of the preceding year that are reflected in City’s Fee Schedule and which shall be applicable to WAHC of the Peak Ice Time availability provided to WAHC pursuant to this Agreement. WAHC shall promptly pay City the ice time invoices billed by City; and, in all events, ice time invoices shall be paid within forty (40) days following receipt by WAHC of ice time invoices. City and WAHC acknowledge and agree that all ice rate revenue shall be paid to City and used by City for the operation and maintenance of Doug Woog Arena. During the Initial Term and the Extended Term of this Agreement, in no event shall the ice time rental rates that are charged to WAHC be greater than the ice time rental rates that are charged to the South St. Paul Youth Hockey Association (“SSPYHA”), or any successor organization thereto.

- 2021-22: $220/hour
- 2022-23: $225/hour
- 2023-24: TBD
- 2024-25: TBD

C. **Peak Ice Time Availability.** The parties agree as follows with respect to Peak Ice Time availability, between October 1st and March 1st of a winter hockey season (“Peak Ice Time”): Any ice time rented outside of this agreement will follow the city’s fee schedule.
(1) **900 Hours of Peak Ice Time Availability**: For the Initial Term and any Extended Term, beginning on **October 1, 2021**, City agrees to make at least 900 hours available each year for reservation to support WAHC ice recreational programs during the Peak Ice Time.

   (a) 350 weekday hours (Monday through Friday from 5:10 p.m. to 9:40 p.m.)

   (b) 450 weekend hours (Saturdays and Sundays from 7:00 a.m. to 9:00 p.m.)

   (c) 100 through a combination of weekday and weekend hours at City’s discretion

(2) **350 Weekday Hours Availability Requirement**: For the Initial Term and any Extended Term, beginning on October 1, 2021, City agrees to make at least 350 weekday hours available as set forth in Article 2.C.(1) each year during the Peak Ice Time. Weekday hours defined as Monday through Friday from 5:10 p.m. to 9:40 p.m.

(3) **Annual Minimum Purchase Requirement**: WAHC’s base annual minimum purchase requirement during the Initial Term and any Extended Term will be 800 hours, subject to Article 2.C.(2) which could reduce the minimum purchase requirement per the following:

   (a) For the Initial Term and any Extended Term, if the City fails to provide 350 weekday hours available for any individual season, WAHC’s minimum purchase requirement for that season (and that season alone) will reduce from 800 by the difference between 350 (Article 2.C.(2)) and the number of weekday hours made available to WAHC.

      i. Example: If the City makes 325 weekday ice hours available to WAHC in the 2022-2023 season, WAHC’s minimum purchase requirement for the 2022-2023 season reduces from 800 to 775 (reflecting a 25 hour difference between the 350 hour required amount in Article 2.C.(2) and the 325 weekday ice hours of availability to WAHC). WAHC’s minimum purchase requirement baseline would return to 800 for the 2023-2024 season and again subject to Article 2.C.(2).

(4) **WAHC to Provide Schedule of the Annual Minimum Purchase Requirement to City by September 1 of Each Year**: On or before September 1 of each year, WAHC shall review and use the schedule of Peak Ice Time availability provided by City, work with City Staff, and shall provide City with WAHC’s schedule for annual minimum purchase requirement for the usage hours set forth in Article 2.C.(3) above.

(5) **WAHC Return of Peak Ice Time Availability**:

   (a) City agrees that WAHC may return any hours of Peak Ice Time on Rink #1 or #2 by October 1st each year after fulfilling the annual minimum requirement. The City shall be allowed to lease any hours returned by WAHC to other users, at City’s discretion.
(b) City agrees that WAHC shall also be allowed to return scheduled ice time after October 1st each year as long as WAHC provides 30 days' written notice to the City prior to the date of the scheduled ice time, and provided however, that at no point will WAHC’s committed ice buy fall below the annual minimum requirement of Article 2.C.(3).

D. **Scheduling Priority.** The parties agree that WAHC will be the third priority customer at Doug Woog Arena, following South St. Paul Public Schools (“SSPPS”) and South St. Paul Youth Hockey Association (“SSPYHA”), for the Initial Term and any Extended Term of this agreement. This priority position provides WAHC with the third access to ice time purchases at Doug Woog Arena as specified in Article 2.C. and before any other arena customer,

E. **Rental of Dryland Space.** City currently leases off-ice dryland space in Doug Woog Arena as an off-ice training facility (“Dryland Space”) pursuant to a lease agreement with SSPYHA. City agrees to support WAHC’s need for use of the Dryland Space and shall assist with the negotiations with SSPYHA for use of all or a portion of the Dryland Space during Peak Ice Time if such space is available.

F. **CIP Contribution.** In exchange for third priority usage at Doug Woog Arena (after SSPS and SSPYHA), WAHC shall make an annual capital contribution payment of $30,000 (“Annual CIP Payment”) to the City. The Annual CIP Payment is due by October 1 of each year for the Initial Term and any Extended Term of this Agreement. The Annual CIP Payment shall be dedicated and used by the City for capital improvement projects at Doug Woog Arena, as identified in the City’s adopted CIP.

**ARTICLE 3**

**REMEDIES**

If a party fails to perform one or more of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice at the address set forth in this Agreement of the defaulting party’s failure to perform such obligations, and if the defaulting party fails to commence to perform the obligation within fifteen (15) business days and diligently pursue, to completion, the performance of the obligation as quickly as reasonably possible, the defaulting party is in default under this Agreement (hereinafter a “Default”). Upon the occurrence of a Default, the non-defaulting party may avail itself of the following remedies after written notice and a reasonable opportunity to cure:

A. The non-defaulting party may commence a civil action against the defaulting party for the specific enforcement of this Agreement.

B. The non-defaulting party may initiate a civil action against the defaulting party seeking damages, equitable relief or such other relief as the Court may deem appropriate.
The defaulting party must pay the non-defaulting party for any and all reasonable costs, including reasonable attorneys’ fees and court costs, the non-defaulting party incurs in connection with the non-defaulting party’s exercise of its rights under this Section.

ARTICLE 4
GENERAL PROVISIONS

A. Notices. All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to City and WAHC, certified mail, return-receipt requested, as the following address:

City: City Administrator
South St. Paul City Hall
125 3rd Avenue North
South St. Paul, MN 55075

WAHC: Woodbury Area Hockey Club
PO Box 25222
Woodbury, MN 55125
Attention: Administrator and President

Either party may change its address or authorized representative by written notice delivered to the other party pursuant to this section.

B. Non-Assignability. Neither party shall assign an interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the other party.

C. Amendment. Any alteration, amendment, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and signed by all parties.

D. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

E. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
F. **Interpretation According to Minnesota Law.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

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

H. **Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

I. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and together shall constitute one instrument.

J. **Captions and Headings.** Captions and headings used in the Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Agreement.

K. **Electronic Signatures.** The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means and “transmitted by electronic means” means that it is sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF SOUTH ST. PAUL

By:  
James P. Francis  
Mayor

Attest:

By:  
Christy Wilcox  
City Clerk
WOODBURY AREA HOCKEY CLUB

By: __________________________
    Bill Kulesa
    President

By: __________________________
    Lonie Nelson
    Administrator
AGENDA ITEM: Butler Avenue Trail Study - Joint Powers Agreement

ACTION TO BE CONSIDERED:

Motion to Approve the Joint Powers Agreement with Dakota County and West St. Paul for Butler Avenue (County Road 4) Trail Feasibility Study and Preliminary Engineering.

OVERVIEW:
In December of 2020, The Cities of West St. Paul and South St. Paul were awarded a $30,000 SHIP grant and up to an additional $100,000 from the Dakota County Transportation Department for a feasibility study and preliminary design of trail connections along Butler Avenue from Robert Street to Concord Street.

The document attached to this memo is the Joint Powers Agreement (JPA) from Dakota County that addresses the cost participation for the project. As outlined in the JPA the County is responsible for 85% of the cost and the Cities are responsible for 15% of the cost which equates to $17,647 or $8,823.50 for each City. Along with the cost share, the JPA designates the City of West St. Paul as the lead agency for the project and specifies a completion date for the preliminary engineering of December 1, 2021.

A request for proposals for the study has been prepared and will be released upon all agencies approving the JPA.

OVERVIEW:
Staff recommends a motion to approve the Joint Powers Agreement for the Butler Avenue Trail Study subject to review by the City Attorney.

SOURCE OF FUNDS:

Capital Funds
JOINT POWERS AGREEMENT FOR

PRELIMINARY ENGINEERING

BETWEEN

THE COUNTY OF DAKOTA,

THE CITY OF SOUTH ST. PAUL

AND

THE CITY OF WEST ST. PAUL

DAKOTA COUNTY PROJECT NO. 04-17

CITY OF SOUTH ST. PAUL PROJECT NO. 2021-011

CITY OF WEST ST. PAUL PROJECT NO. 21-5

SYNOPSIS: Dakota County and the Cities of South St. Paul and West St. Paul agree to conduct an alternatives analysis, trail feasibility study and preliminary engineering for County Road (CR) 4 (Butler Avenue) from Trunk Highway 952A (Robert Street) in West St. Paul to Trunk Highway 156 (Concord Street), Dakota County.
THIS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this Agreement as "the County"; the City of South St Paul, referred to in this agreement as "South St Paul", and the City of West St Paul, referred to in this Agreement as "West St Paul" (collectively the “Cities”); and witnesses the following:

WHEREAS, under Minnesota Statutes Section 162.17, subdivision 1 and 471.59, subdivision 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; and

WHEREAS, it is considered mutually desirable to provide preliminary design to develop the County Road (CR) 4 (Butler Avenue) corridor from TH 952A (Robert Street) in West St Paul to TH 156 (Concord Avenue) in South St Paul, Dakota County (the “Project”); and

WHEREAS, the purpose and need for the project is to improve safety, multi-modal mobility, and traffic operations on CR 4; and

WHEREAS, to address the purpose and need for this Project, safety, operations, and multi-modal mobility will be improved along the corridor by adding multi-use trails to the road; and

WHEREAS, there is $30,000 in Statewide Health Improvement Partnership (SHIP) funding available for Butler Avenue/County Road 4 Trail Feasibility Study West St. Paul/South St. Paul and;

WHEREAS, there is $100,000 within the 2020-2024 Transportation Capital Improvement Program Bike Trail set-aside that will be allocated to the Butler Avenue/County Road 4 Trail Study and;

WHEREAS, there is $17,647 City funds to be allocated to the Butler Avenue/County Road 4 Trail Study and;

WHEREAS, the City of West St Paul is the lead agency for is the lead agency and Cities and County will jointly participate in the costs of said engineering.
NOW, THEREFORE, it is agreed that the County and the Cities will share project responsibilities and jointly participate in the project costs associated with the traffic analysis, corridor study and preliminary engineering:

1. **Administration.** The City of West St. Paul will enter into and administer the contract with a consulting firm, the consulting engineer, and will coordinate the preliminary engineering work of the consulting engineer with the City of South St. Paul and Dakota County. The County and the Cities shall each retain final decision-making authority within their respective jurisdictions.

2. **Engineering.** “Engineering Costs” shall be defined as design engineering costs, including public involvement, agency involvement, preliminary/final design engineering, plans, specifications and proposal, surveying, mapping, consultant engineering, right of way mapping, construction engineering, construction management, construction inspection and all related materials testing, including the cost of County and City staff time for these purposes, collectively, “Engineering Costs”.

3. **Preliminary Engineering.** “Preliminary Engineering” shall be defined as engineering work completed through preliminary layouts, which includes, but is not limited to:

   a. Surveying and mapping;
   b. Feasibility study and reports;
   c. Public involvement process;
   d. Environmental reports; and
   e. Preliminary layouts

for the Butler Avenue corridor from Trunk Highway 952A (Robert Street) in West St. Paul to Trunk Highway 156 (Concord Street). The Preliminary Engineering process for this project shall satisfy all the planning and reporting requirements of the SHIP grant that are listed in Exhibit A. The Cities and the County shall divide the project costs for the preliminary engineering according to County policy F.1, Cost Participation – Roadway: *Trail and sidewalks along county highways as deemed necessary by the County for safe accommodation of pedestrians and bicycles in the highway right-of-way:*

**Investment Goal: Replacement and Modernization**

- The County shall be responsible for 85% of all project costs,
- The Cities of South St. Paul and West St. Paul shall be responsible for 15% of the project costs
Division of costs between the County and Cities shall be applied following the subtraction of funds received from regional federal solicitation, Trunk Highway Fund, Trunk Highway Jurisdictional Transfer Fund, and federal or state grants, with the balance of remaining costs divided according to above-mentioned cost split.

4. **Plans and Specifications.** A consulting firm will be selected by the County and the Cities as the consulting engineering firm to perform the Preliminary Engineering. The anticipated completion date of the Preliminary Engineering is December 1, 2021.

5. **Project Cost Updates.** The lead agency must provide updated cost estimates showing the County and City shares of Project costs annually at the time of Capital Improvement Program development. Updated cost estimates will also be provided by the lead agency at the following times:
   - prior to any mutually agreed upon change in scope to the consultant’s contract
   - upon completion of the study

Project cost estimate updates include actual and estimated costs for engineering, right of way acquisition, utility relocation and construction.

The Parties acknowledge that Project cost estimates are subject to numerous variables causing the estimates to be subject to change and the updates are provided for informational purposes in good faith. Each agency is responsible for informing their respective council or board regarding Project costs estimates.

6. **Right-of-Way Pre-acquisition.** The County will prepare right of way maps for the required permanent and temporary highway and drainage easements for this project based on the Project Layout. The costs for this work shall be included in the Engineering Costs.

7. **Payment.** The City of West St. Paul will administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as the Project work progresses and when certified by the City Engineer. The City of West St Paul, in turn, will bill the County and City of South St. Paul for their share of the Project costs. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement within 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

8. **Change Orders and Supplemental Agreements.** Any change orders or supplemental agreements that affect the Project cost participation must be approved by all parties prior to execution of work.
9. **Amendments.** Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.

10. **Effective Dates.** This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2022.

11. **Rules and Regulations.** The County and the Cities shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures.

12. **Indemnification.** The County agrees to defend, indemnify, and hold harmless the Cities against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The each of the Cities agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this Agreement recognize that liability for any tort claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any tort claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

13. **Employees of Parties.** Any and all persons engaged in the work to be performed by the County shall not be considered employees of the Cities for any purpose, including Worker’s Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said County employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the Cities. The opposite situation shall also apply: the County shall not be responsible under the Worker’s Compensation Act for any employees of the Cities and any and all claims made by any third party as a consequence of any act or omission on the part of said Cities employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

14. **Audits.** Pursuant to Minnesota Statute §16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and each City relevant to the Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and each City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement. Dakota County will be financially responsible for the cost of the audit.
15. **Integration and Continuing Effect.** The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the Cities and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect after completion of the improvements provided for in this Agreement together with each parties indemnification obligations.
16. **Authorized Representatives.** The authorized representatives for the purpose of the administration of this Agreement are:

Mark Krebsbach, Dakota County Engineer (or successor)  
14955 Galaxie Ave.  
Apple Valley, MN  55124  
Office: (952) 891-7102  
Mark.Krebsbach@co.dakota.mn.us

Ross Beckwith (or successor)  
City of West St. Paul Public Works Director  
1616 Humboldt Avenue  
West St. Paul, MN.  55118  
(651) 552-4130  
RBeckwith@wspmn.gov

Sue Polka, (or successor)  
City Engineer  
City of South St. Paul  
125 3rd Ave. N.  
South St. Paul, MN 55075  
Office: 651-554-3214  
spolka@southstpaul.org

The Authorized Representative shall obtain authorization to implement or administer any provision of this Agreement from his or her respective governing body as required by the governing body’s policies and procedures. The parties shall promptly provide notice to each other when an Authorized Representative’s successor is appointed. The Authorized Representative’s successor shall thereafter be the Authorized Representative for purposes of this Agreement.

All notices or communications required or permitted by this Agreement shall either be hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other party. Mailed notice shall be deemed completed two business days after the date of mailing.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

CITY OF WEST ST. PAUL

RECOMMENDED FOR APPROVAL:

__________________________________________
Ryan Schroeder City Manager

By

Mayor, Dave Napier

(SEAL)

Date ________________________________
CITY OF SOUTH ST PAUL

RECOMMENDED FOR APPROVAL:

By

Sue Polka, City Engineer

Mayor, James Francis

APPROVED AS TO FORM:

(SEAL)

By ____________________________

City Attorney, Kori Land

City Clerk Christy Wilcox

Date ____________________________
DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

______________________________
County Engineer

APPROVED AS TO FORM:

______________________________
Assistant County Attorney / Date

By: __________________________
Physical Development Director

Date: __________________________

COUNTY BOARD RESOLUTION:
No: 20-566 Date: November 17, 2020

KS-_____________
AGENDA ITEM: Final Plat for “The Yards” Addition

ACTION TO BE CONSIDERED:

A motion:

1. Approving Resolution #2021-30 approving the final plat of “The Yards Addition.”

2. Approving the Stormwater Management Facilities Agreement for “The Yards” development and authorizing signature of the agreement.

OVERVIEW:

Application

The Applicant, Bill Beard on behalf of SSP QOZB, LLC, has submitted an application seeking final plat approval of “The Yards Addition,” a component of their proposed multi-family residential project at the northwest corner of Grand Avenue and Concord Exchange.

Background

The subject property is located at the northwest corner of Concord Exchange and Grand Avenue. The site currently hosts an office building (which will be torn down as part of the redevelopment) and a City-owned 2-tiered surface parking lot. The Applicant has partnered with the City’s EDA and is proposing to redevelop the site with two (2) market rate apartment buildings in two phases. The first phase will be a 154-unit apartment building located on the southern portion of the subject property.

The Applicant obtained a Preliminary Plat approval and a Conditional Use Permit for a Planned Unit Development (CUP/PUD) approval on December 21, 2020. The Applicant is now moving forward with the final plat of “The Yards Addition” which will reformat the subject property into two buildable lots and an outlot. The outlot is comprised of land that was split off from Grand View Park, a City park that is located up the bluff from the proposed development.

PUD Approval

The subject property is zoned CGMU-1-Concord Gateway Mixed-Use Subdistrict 1. The Conditional Use Permit for a Planned Unit Development that was approved in December granted the following flexibility from the CGMU-1 zoning standards:
a. **Exterior Building Materials.** The Phase I building is granted flexibility from the exterior building material rules of the CGMU district. The building materials shown in the architectural plans dated 11/2/2020 are approved, at the ratios presented. Any major change to the exterior building materials from what is shown in said plans shall require the approval of the City Council.

b. **Signage.** The building shall be permitted to have up to 205 square feet of signage, as shown on the architectural plans dated 11/2/2020. The signage shall be permitted to be installed at the height shown on those plans. The wall signage is not required to fit within 3-foot-wide horizontal bands and may be shaped in the manner shown on the plans. The inlaid wall sign at the corner of Grand Avenue and Concord Exchange is approved to be installed in the size and manner as shown on the plans.

c. **Building Setbacks.** The building is permitted to deviate from the build-to-line requirements along the Grand Avenue frontage as shown on the approved plans. At least the first 50 feet of the building along Grand Avenue, starting at the intersection, must be within 30 feet of the front property line, consistent with what is shown on the plans. The building shall not be required to meet the build-to-line requirements along either street at the intersection and that portion of the building shall be permitted to be constructed with setbacks consistent with the approved plans.

d. **Lighting.** The building’s private lighting shall be permitted to cast up to 2 footcandles of light into the public right-of-way along Concord Exchange, as shown on the approved photometric plan. The building shall be permitted to have LED strips along the rooftop and sidewall on the east and south building elevations as shown on the architectural plans and this strip shall be exempted from the CGMU district’s rule that all exterior lighting must be downcast.

e. **Bluff Impact.** The building shall be permitted to be built over the small bluff in the middle of the property. The 40-foot bluffline setback is waived for the small bluff. The Applicant shall be permitted to disturb the large bluff on the western end of the site in the manner proposed by the Civil Plans dated 12/16/2020 provided that vegetative clearing of the bluff is kept to the minimum amount needed to implement the project. A continuous tree cover must be left in place along the large bluff but the Applicant shall not be required to replace the vegetation that is removed. Final tree removal plans are subject to the review and approval of the Zoning Administrator and City Engineer. No tree removal shall be permitted and no retaining walls shall be installed in the large bluff until the City Engineer has reviewed and approved final construction plans and has determined that the work will not destabilize the bluff or harm adjacent properties.

f. **Building Façade Bays.** The CGMU district standard that requires building facades to be divided into similar bays of roughly equal width between 20 and 40 feet is waived for this project.

g. **First Floor Elevations.** The CGMU district standard that requires first floor elevations of all buildings containing residential uses on the ground floor to be at
least two and one half feet above the adjacent street level in the front yard is waived for this project.

h. **Visual Relief When a Building Façade Exceeds 50 Feet.** The project is approved to have building facades that are consistent with the architectural plans dated 11/2/2020. The green walls along Concord Exchange are approved as a façade treatment for the parking structure for the Phase I building.

i. **Code Section 118-267 Multifamily Residential, Townhouses, and Cluster Developments.** This Code section is waived in its entirety for this project.

j. **Parking Supply.** Flexibility is granted from the Code’s parking requirements. The Applicant shall provide at least one (1) dedicated parking stall for each bedroom in the building. The twelve (12) 1-bedroom plus den units will be considered 1-bedroom units for this calculation.

k. **Parking Design.** The area between the Grand Avenue sidewalk and the small surface parking lot at the southern end of the site is approved to be landscaped by overstory trees, as shown on the Landscape Plan dated 12/16/2020. The small surface parking lot does not need to be screened in accordance with the CGMU standards and is permitted to be built without internal landscape islands. The large surface parking lot is permitted to be built with a 0-foot setback from the shared property line between Lot 1 and Lot 2 of “The Yards Addition.” The large parking lot does not need to conform exactly to the CGMU requirements regarding landscaping island size and tree placement so long as the large parking lot and its landscaping are installed in accordance with the approved site plans and landscaping plan.

l. **Density.** The project’s overall density shall not exceed the 60-unit per acre density limit imposed by the comprehensive plan. However, the density shall be permitted to be spread across the parcels that constitute the project site and individual parcels may exceed that density. For the purposes of calculating the project’s density, the .09 acres that are being dedicated as right-of-way through “The Yards Addition” plat shall be included in the base size of the project site.

**Consistency with Preliminary Plat**

The preliminary plat for “The Yards Addition” called for the subject property to be platted into two buildable lots, one for each apartment building. The preliminary plat approval called for right-of-way dedication and new drainage and utility easements.

The preliminary plat did not show “Outlot A” but that is because the lot split that created it had not yet taken place when the preliminary plat was being prepared. There was no legal description for Outlot A to include in the preliminary plat. The legal description of Outlot A became available in mid-December and the was included in the CUP/PUD approval. The addition of the outlot was referenced in the Staff memo for the preliminary plat and CUP/PUD.
Per the City Attorney, Outlot A is inconsequential since it is not buildable and its inclusion in the plat is part of the City’s ongoing efforts to clean up property line issues in this part of the community. The final plat is substantially consistent with the preliminary plat.

**Easements**

The Applicant is being required to plat 10-foot drainage and utility easement along the property lines. The Applicant will need to provide easements over the portions of the new public sidewalks along Concord Exchange that do not fit in the right-of-way.

**Development Agreement**

The Applicant is required to enter into a developer’s agreement with the City to ensure that the public improvements are completed correctly and to ensure that all of the project’s many complexities are handled adequately (i.e. skyway removal, Concord Exchange streetscape improvements, etc.). The City Council approved a draft development agreement at their December 21, 2020 meeting and authorized the City Attorney to finalize the agreement prior to signature.

**Stormwater Management Facilities Agreement**

The Applicant will need to enter into an agreement with the City regarding their private stormwater facilities. This agreement has been drafted and is included as an attachment. The City Engineer recommends that Council approval the agreement.

**Park Dedication**

South St. Paul requires park dedication whenever land is being subdivided in order to create a new buildable lot on a property where park dedication has not taken place in the past. The City has the option to require any subdivider of residential land to donate 10% of their property to the City for conversion to a public park. If the subdivision is in an area where the City does not want/need a park, a cash-in-lieu fee is collected instead of a land donation. The subject property is not located in an area where the City needs a public park. This project will need to pay a park dedication fee. This fee will be calculated by the City Attorney and included in the development agreement.

The Applicant will be providing streetscape improvements along Concord Exchange outside of their project area as a component of this development. The development agreement will address the fact that the City will be forgoing the collection of some fees in order to compensate the Applicant for the cost of these improvements.

**Staff and Planning Commission Recommendation**

Staff recommends approval of the final plat as it is substantially consistent with the approved preliminary plat. The Planning Commission reviewed the final plat at their February 3 meeting and recommended approval with a 6-0 vote. Staff also recommends approval of the stormwater management facilities agreement.

**60-Day Review Deadline: March 4, 2021**
RESOLUTION NO. 2021-30

A RESOLUTION APPROVING THE FINAL PLAT OF HARLOW ADDITION

WHEREAS, the City received an application from Bill Beard on behalf of SSP QOZB, LLC requesting the following approvals:

- Final Plat approval for “The Yards Addition

WHEREAS, the subject property is located at the northwest corner of Concord Exchange and Grand Avenue (“the Property”); and is legally described as follows:

(See Exhibit A)

WHEREAS, the Planning Commission reviewed the final plat application at their meeting on February 3, 2021; and

WHEREAS, the Planning Commission recommended Approval (6 –0) of the application at their February 3, 2021 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner’s report dated February 3, 2021 are hereby adopted and included herein by reference including the following attachments:

   a. Site Location Map
   b. Aerial Photograph of Subject Property
   c. Preliminary Plat
   d. Final Plat
   e. Approved Site Plan
   f. Dakota County Plat Commission Comments Letter

2. Findings.

   A. The City Council determines that the proposed final plat is substantially consistent with the approved preliminary plat of “The Yards Addition,” which was approved via Resolution #2020-191 on December 21, 2020.
B. The City Council approves the final plat for The Yards Addition.

Adopted this 16th day of February, 2021.

_____________________________________
City Clerk

Attachments

A- Legal Description
B- Final Plat for “The Yards Addition”
ATTACHMENT A
LEGAL DESCRIPTION

Parcel #1-PID 36-72850-05-041:

Lots 1, 2, 3, and 4, Block 5, The Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve, of South St. Paul

Except that part within:

That part of Union Addition and Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve of South St. Paul, according to the recorded plats thereof, Dakota County, Minnesota, described as follows:

Beginning at the southwest corner of Lot 7, Block 9 of said Stockyards Rearrangement; thence North 26 degrees 34 minutes 14 seconds West along the southwesterly line of said Block 9, a distance of 276.01 feet to the angle point in the westerly line of Lot 1 of said Block 9; thence bearing North along the west line of said Lot 1 and along the westerly line of Lots 55, 56, 57, 58 and 59, Block 3 of said Union Addition a distance of 158.88 feet to the angle point in the westerly line of said Lot 59; thence North 26 degrees 38 minutes 50 seconds West along the southwesterly line of said Block 3, Union Addition a distance of 112.00 feet; thence North 63 degrees 21 minutes 10 seconds East a distance of 214.00 feet; thence South 22 degrees 49 minutes 14 seconds East a distance of 125.93 feet; thence South 45 degrees 10 minutes 46 seconds East a distance of 59.54 feet; thence South 53 degrees 34 minutes 14 seconds East a distance of 56.64 feet; thence South 26 degrees 34 minutes 14 seconds East parallel with the northeasterly line of Block 5, Stockyards Rearrangement, to its intersection with the southeasterly line of Lot 4 of said Block 5; thence South 63 degrees 25 minutes 46 seconds West along the southeasterly line of said Lot 4, Block 5 and along the Southeasterly extension of said southeasterly line of Lot 4, Block 5 and along the southeasterly line of Lot 7, Block 9 of said Stockyards Rearrangement a distance of 200.00 feet to the point of beginning Dakota County, Minnesota,

together with those parts of vacated Pitt Street accruing thereto by virtue of the vacations thereof.

Abstract

Parcel #2- PID 36-72850-04-181

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 Block 4, The Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve of South St. Paul
Part of the above being registered land, legally described on Certificate of Title No. 168742 as follows: Lots 5 and 6, Block 4, The Stockyards Rearrangement of Blocks one, two, three, four, five, six, seven, eight, nine, ten, eleven and twelve of South St. Paul.

Part of the above being registered land, legally described on Certificate of Title No. 168743 as follows: Lots 8, Block 4, The Stockyards Rearrangement of Blocks one, two, three, four, five, six, seven, eight, nine, ten, eleven and twelve of South St. Paul.

Torrens and Abstract

Parcel #3- PID 36-72850-05-164

Those parts of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block 5, Stockyards Rearrangement of Blocks one, two, three, four, five, six, seven, eight, nine, ten, eleven and twelve of South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying northeasterly and northerly of the following described line:

Commencing at the most southwesterly corner of Lot 7, Block 9 said Stockyards Rearrangement of Blocks one, two, three, four, five, six, seven, eight, nine, ten, eleven and twelve of South St. Paul; thence North 63 degrees 25 minutes 46 seconds East, assumed bearing, along the southerly line of said Lot 7, Block 9 and the northerly line of said Lot 5, Block 5, and their extensions, a distance of 190.00 feet, to the point of beginning of the line to be described; thence South 29 degrees 25 minutes 53 seconds East a distance of 320.43 feet to the northeasterly corner of Lot 16, said Block 5; thence South 26 degrees 34 minutes 14 seconds East, along the northeasterly line of said Lot 16 a distance of 101.21 feet, more or less, to an intersection with a line 34.00 feet northerly of measured at right angles to and parallel with, the southerly line of said Lot 16, Block 5; thence North 89 degrees 22 minutes 16 seconds East, along the easterly extension of said parallel line, a distance of 133.40 feet, to the easterly line of said Lot 13, Block 5 and there terminating, together with those parts of vacated Pitt Street accruing thereto by virtue of the vacations thereof.

Parcel #4- GRANDVIEW PARK PARCEL

Those parts of Lots 51 through 54, inclusive, Block 3, Union Addition to South St. Paul, Dakota Co., Minn., and that part of vacated Pitt Street, all according to the recorded plat thereof, Dakota County, Minnesota, described as follows, lying northeasterly of the hereinafter described Line A:

Commencing at the southeasterly corner of Lot 24, Block 4, Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve of South St. Paul; thence North 26 degrees 57 minutes 50 seconds West bearing assumed, along the northeasterly lines of said Block 4, Stockyards Rearrangement and of Block 2, said Union Addition, a distance of 815.00 feet; thence North 86 degrees 57 minutes 50 seconds West, a distance of 230.76 feet; thence South 3 degrees 02 minutes 10 seconds West, a distance of 186.00 feet to the point of beginning of the land to be described; thence South 86 degrees 57 minutes 50 seconds East, to the center line of vacated Pitt Street;
thence South along said center line to the south line of said Union Addition; thence westerly along said south line to the intersection with a line that bears South 3 degrees 02 minutes 10 seconds West from the point of beginning; thence North 3 degrees 02 minutes 10 seconds East to the point of beginning.

Line A:

Commencing at the most southwesterly corner of Lot 7, Block 9, said Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve of South St. Paul; thence North 26 degrees 34 minutes 14 seconds West along the southwesterly line of said Block 9 a distance of 276.01 feet to the angle point in the westerly line of Lot 1 of said Block 9; thence bearing North along the west line of said Lot 1, Block 9 and along the westerly line of Lots 55, 56, 57, 58 and 59, Block 3, said Union Addition, a distance of 158.88 feet to the angle point in the westerly line of said Block 3; thence North 26 degrees 38 minutes 50 seconds West along the southwesterly line of said Block 3, Union Addition, a distance of 112.00 feet; thence North 63 degrees 21 minutes 10 seconds East, a distance of 214.00 feet; thence South 22 degrees 49 minutes 14 seconds East, a distance of 125.93 feet; thence South 45 degrees 10 minutes 46 seconds West, a distance of 55.34 feet; thence South 26 degrees 34 minutes 14 seconds East, a distance of 56.64 feet and said Line A there terminating.

Torrens and Abstract

Parcel #5- PID #36-72850-04-240 & PID #36-72850-04-200

Lots 19, 20, 21, 22, 23, and 24, Block 4, The Stockyards Rearrangement of Blocks one, two, three, four, five, six, seven, eight, nine, ten, eleven and twelve of South St. Paul, according to the plat thereof now on file and of record in the office of the County Recorder.

Also that part of Concord Exchange North (formerly known as Concord Street), as dedicated in The Stockyards Rearrangement of Blocks one, two, three, four, five, six, seven, eight, nine, ten, eleven and twelve of South St. Paul according to the recorded plat thereof, adjoining Lots 19, 20 and 21, Block 4, The Stockyards Rearrangement of Block one, two, three, four, five, six, seven, eight, nine, ten, eleven and twelve of South St. Paul, described as beginning at the most Northerly corner of said Lot 19; thence Northeasterly along the extension of the Northwesterly line of said Lot 19, a distance of 0.81 feet; thence Southeasterly parallel with the Northeasterly line of said Lots 19, 20 and 21 a distance of 50.50 feet; thence Southwesterly at right angles a distance of 0.81 feet to the Northeasterly line of said Lot 21; thence Northwesterly along said Northeasterly line of said Lots 19, 20 and 21 to the point of beginning.

Dakota County, Minnesota

(Abstract Property)
STORMWATER MANAGEMENT FACILITIES AGREEMENT

This Stormwater Management Facilities Agreement (“Agreement”) is made, entered into and effective this ___ day of _________________, 2021, by and between the City of South St. Paul, a Minnesota municipal corporation (“City”) and SSP QOZB LLC, a Minnesota limited liability company, SSP SPE I LLC, a Minnesota limited liability company and SSP SPE I LLC, a Minnesota limited liability company (collectively “Developer”).

WHEREAS, the Developer is the fee owner of certain real property situated in the City of South St. Paul, County of Dakota, State of Minnesota legally described on the attached Exhibit A, (the “Property”); and

WHEREAS, the Developer has obtained the approval of the City for the development of the Property for a Stormwater Management Facilities; and

WHEREAS, as used herein, the term “Stormwater Management Facilities” may refer to water quality and/or water quantity facilities (i.e. detention basins, retention basins, swales, pipes, oil/water separators, sand filtering devices, infiltration facilities, sump structures, etc.) which are located outside the public road right-of-way; and

WHEREAS, the City has required that the Developer make provision for the construction, maintenance and repair of the Stormwater Management Facilities located within the boundaries of the Property as shown on Exhibit B attached hereto, as the same is described and depicted in those certain construction plans drawn by Hill Engineering, Inc. dated December 16, 2020 (“Plans”); and

WHEREAS, the City and Developer desire to set forth their understanding with respect to the construction, repair and maintenance of the Stormwater Management Facilities and the responsibility relating to the costs of the repair and maintenance of the Stormwater Management Facilities.
NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Construction and Maintenance of Stormwater Management Facilities.** The Developer agrees to construct the Stormwater Management Facilities according to the Plans and repair and maintain the Stormwater Management Facilities at its sole cost and expense. Maintenance of the Stormwater Management Facilities shall mean (i) quarterly inspections of the inlet structures and outlet structures. Within 30 days of the inspection date, all accumulated sediment and debris must be removed such that each stormwater facility operates as designed and permitted. Contributing drainage areas must be kept clear of litter and vegetative debris, outlet pipes and overflow spillways kept clear, inlet areas kept clean, and undesirable vegetation removed. Erosion impairing the function or integrity of the facilities, if any will be corrected, and any structural damage impairing or threatening to impair the function of the facilities must be repaired; and (ii) the porous asphalt pavement must be power washed annually and swept with a vacuum streetsweeper in the spring, summer and fall to ensure that adequate infiltration occurs. Inlets will be cleared of any flow impediments quarterly. The Developer further agrees that they will not use the porous pavement for snow or material storage and will inform its snow removal and landscaping contractors of this provision of the Agreement.

Subject to Section 5 below, Developer shall be solely responsible for the repair and maintenance of the Infiltration Basin and sump structures and shall provide a copy of the required annual inspection report to the City Engineer. If the required annual inspection report is not submitted to the City by December 1st of each year, the Developer shall provide the City with the right to enter onto the property to conduct the annual inspection.

2. **Developer’s Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, following at least thirty (30) days prior written notice and Developer’s failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the Developer shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost in whole or in part.

3. **Future City Policy.** Notwithstanding anything contained in this Agreement to the contrary, in the event the City shall in the future establish a policy for repair and maintenance by the City of stormwater ponds owned by private parties located elsewhere in the City under which policy the costs of such repair and maintenance are to be paid either out of general City revenues or by collection of utility or service fees or charges, then any owner of any portion of the Property shall be entitled to petition the City for the inclusion of the Infiltration Basin under such repair and maintenance program. The recording of a certified copy of the Resolution of the City Council of the City which sets forth the consent and authorization described in the foregoing sentence shall serve to terminate this Agreement, without further action on the part of any party hereto.
4. **Changes to Site Configuration or Stormwater Management Facilities.** If site configurations or Stormwater Management Facilities change, causing decreased effectiveness of stormwater management facilities, new or improved Stormwater Management Facilities must be implemented to ensure the conditions for post-construction stormwater management continue to be met.

5. **Terms and Conditions.** This Agreement shall run with the land and shall be binding upon Developer’s successors and assigns with respect to the Property. The terms and conditions of this Agreement shall be binding upon, and shall insure to the benefit of the parties hereto and their respective successors and assigns.

6. **Developer Warranty.** Developer warrants and represents the following to the City, and acknowledges that this Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms. The party signing on behalf of the Developer has been duly authorized by the entity to sign the Agreement and bind the entity. Developer has been duly formed under the laws of the State of Minnesota and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Developer pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by Developer pursuant hereto have each been duly authorized by all necessary action on the part of Developer and such execution, delivery and performance does and will not conflict with or result in a violation of Developer’s organizational agreement or any judgment or order. The execution, delivery and performance by Developer of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Developer, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Developer is a party or by which it or any of its properties may be bound.

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

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

10. **Consent.** Developer consents to the recording of this Agreement.

11. **Limitation of Liability.** Notwithstanding any other provision of this Agreement, in no event shall either party or any of their affiliates, by reason of any of their respective acts or omissions be liable whether in contract, tort, misrepresentation, warranty, negligence, strict liability or otherwise for any special, indirect, incidental or consequential damages arising out of or in connection with this Agreement, or the performance, non-performance or breach thereof.

12. **Notice.** Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered: (i) in person; (ii) by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, or (iii) by proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended addressed as follows:

If to City:  
City of South St. Paul  
Attn: Joel Hanson, City Administrator  
125 3rd Ave. N.  
South St. Paul, MN 55075

If to Developer:  
SSP QOZB LLC  
SSP SPE I LLC  
SSP SPE II LLC  
Attn: William H. Beard  
750 Second St. NE  
Hopkins, MN 55343

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, on the third day after mailing if mailed by United States postal service as provided above, or within twenty-four (24) hours if sent via overnight courier service provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

[The remainder of this page was intentionally left blank.]
IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

CITY:
CITY OF SOUTH ST. PAUL

By: ____________________________
    James P. Francis
    Mayor

By: ____________________________
    Christy Wilcox
    City Clerk

STATE OF MINNESOTA )
) ss.
COUNTY OF DAKOTA )

On this ___ day of ____________________, 2021, before me a Notary Public within and for said County, personally appeared James P. Francis and Christy Wilcox, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of South St. Paul, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____________________________________
Notary Public
DEVELOPER:
SSP QOZB LLC

By: ______________________________________
    William H. Beard
    Manager

STATE OF MINNESOTA )
    ss.
COUNTY OF _____________ )

    The foregoing instrument was acknowledged before me this ___ day of
    ______________________, 2021, by William H. Beard, the Manager of SSP QOZB LLC, a Minnesota
    limited liability company, on behalf of the company.

__________________________________________
Notary Public
SSP SPE I LLC

By:_____________________________________
    William H. Beard
    Its Manager

STATE OF MINNESOTA    )
    ) ss.
COUNTY OF _________    )

The foregoing instrument was acknowledged before me this ___ day of ______________, 2021, by William H. Beard, the Manager of SSP SPE I LLC, a Minnesota limited liability company, on behalf of said company.

_____________________________________
Notary Public
SSP SPE II LLC

By: ________________________________
    William H. Beard
    Its Manager

STATE OF MINNESOTA   )
    ) ss.
COUNTY OF _________   )

   The foregoing instrument was acknowledged before me this ___ day of ____________,
2021, by William H. Beard, the Manager of SSP SPE II LLC, a Minnesota limited liability
company, on behalf of said company.

______________________________
Notary Public

This instrument drafted by
And after recording, please return to:
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
EXHIBIT A
Legal Description

Real property in Dakota County, Minnesota legally described as follows:

Lot 1 and Lot 2, Block 1, The Yards Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Abstract and Torrens
Registered land being evidenced by Certificate of Title Nos. 168742 and 168743.
EXHIBIT B
Stormwater Maintenance Facilities Plans
A motion recommending approval or denial of “The Yards Addition” final plat.

BACKGROUND/ DISCUSSION

OVERVIEW

Application

The Applicant, Ben Beard on behalf of the Beard Group Inc., has submitted an application seeking final plat approval of “The Yards Addition,” a component of their proposed multi-family residential project at the northwest corner of Grand Avenue and Concord Exchange.

Review Timeline

Application Submittal: January 4, 2021  
Planning Commission: February 3, 2021  
Tentative City Council Meeting: February 15, 2021  
60-Day Review Deadline: March 4, 2020

Background

The subject property is located at the northwest corner of Concord Exchange and Grand Avenue. The site currently hosts an office building (which will be torn down as part of the redevelopment) and a City-owned 2-tiered surface parking lot. The Applicant has partnered with the City’s EDA and is proposing to redevelop the site with two (2) market rate apartment buildings in two phases. The first phase will be a 154-unit apartment building located on the southern portion of the subject property.

The Applicant obtained a Preliminary Plat approval and a Conditional Use Permit for a Planned Unit Development (CUP/PUD) approval on December 21, 2020. The Applicant is now moving forward with the final plat of “The Yards Addition” which will reformat the subject property into two buildable lots and an outlot. The outlot is comprised of land that was split off from Grand View Park, a City park that is located up the bluff from the proposed development.
PUD Approval

The subject property is zoned CGMU-1-Concord Gateway Mixed-Use Subdistrict 1. The Conditional Use Permit for a Planned Unit Development that was approved in December granted the following flexibility from the CGMU-1 zoning standards:

a. **Exterior Building Materials.** The Phase I building is granted flexibility from the exterior building material rules of the CGMU district. The building materials shown in the architectural plans dated 11/2/2020 are approved, at the ratios presented. Any major change to the exterior building materials from what is shown in said plans shall require the approval of the City Council.

b. **Signage.** The building shall be permitted to have up to 205 square feet of signage, as shown on the architectural plans dated 11/2/2020. The signage shall be permitted to be installed at the height shown on those plans. The wall signage is not required to fit within 3-foot-wide horizontal bands and may be shaped in the manner shown on the plans. The inlaid wall sign at the corner of Grand Avenue and Concord Exchange is approved to be installed in the size and manner as shown on the plans.

c. **Building Setbacks.** The building is permitted to deviate from the build-to-line requirements along the Grand Avenue frontage as shown on the approved plans. At least the first 50 feet of the building along Grand Avenue, starting at the intersection, must be within 30 feet of the front property line, consistent with what is shown on the plans. The building shall not be required to meet the build-to-line requirements along either street at the intersection and that portion of the building shall be permitted to be constructed with setbacks consistent with the approved plans.

d. **Lighting.** The building’s private lighting shall be permitted to cast up to 2 footcandles of light into the public right-of-way along Concord Exchange, as shown on the approved photometric plan. The building shall be permitted to have LED strips along the rooftop and sidewalk on the east and south building elevations as shown on the architectural plans and this strip shall be exempted from the CGMU district’s rule that all exterior lighting must be downcast.

e. **Bluff Impact.** The building shall be permitted to be built over the small bluff in the middle of the property. The 40-foot bluffline setback is waived for the small bluff. The Applicant shall be permitted to disturb the large bluff on the western end of the site in the manner proposed by the Civil Plans dated 12/16/2020 provided that vegetative clearing of the bluff is kept to the minimum amount needed to implement the project. A continuous tree cover must be left in place along the large bluff but the Applicant shall not be required to replace the vegetation that is removed. Final tree removal plans are subject to the review and approval of the Zoning Administrator and City Engineer. No tree removal shall be permitted and no retaining walls shall be installed in the large bluff until the City Engineer has reviewed and approved final construction plans and has determined that the work will not destabilize the bluff or harm adjacent properties.

f. **Building Façade Bays.** The CGMU district standard that requires building facades to be divided into similar bays of roughly equal width between 20 and 40 feet is waived for this project.

g. **First Floor Elevations.** The CGMU district standard that requires first floor elevations of all buildings containing residential uses on the ground floor to be at least two and one half feet above the adjacent street level in the front yard is waived for this project.

h. **Visual Relief When a Building Façade Exceeds 50 Feet.** The project is approved to have building facades that are consistent with the architectural plans dated 11/2/2020. The green walls
along Concord Exchange are approved as a façade treatment for the parking structure for the Phase I building.

i. **Code Section 118-267 Multifamily Residential, Townhouses, and Cluster Developments.** This Code section is waived in its entirety for this project.

j. **Parking Supply.** Flexibility is granted from the Code’s parking requirements. The Applicant shall provide at least one (1) dedicated parking stall for each bedroom in the building. The twelve (12) 1-bedroom plus den units will be considered 1-bedroom units for this calculation.

k. **Parking Design.** The area between the Grand Avenue sidewalk and the small surface parking lot at the southern end of the site is approved to be landscaped by overstory trees, as shown on the Landscape Plan dated 12/16/2020. The small surface parking lot does not need to be screened in accordance with the CGMU standards and is permitted to be built without internal landscape islands. The large surface parking lot is permitted to be built with a 0-foot setback from the shared property line between Lot 1 and Lot 2 of “The Yards Addition.” The large parking lot does not need to conform exactly to the CGMU requirements regarding landscaping island size and tree placement so long as the large parking lot and its landscaping are installed in accordance with the approved site plans and landscaping plan.

l. **Density.** The project’s overall density shall not exceed the 60-unit per acre density limit imposed by the comprehensive plan. However, the density shall be permitted to be spread across the parcels that constitute the project site and individual parcels may exceed that density. For the purposes of calculating the project’s density, the .09 acres that are being dedicated as right-of-way through “The Yards Addition” plat shall be included in the base size of the project site.

**Consistency with Preliminary Plat**

The preliminary plat for “The Yards Addition” called for the subject property to be platted into two buildable lots, one for each apartment building. The preliminary plat approval called for right-of-way dedication and new drainage and utility easements.

The preliminary plat did not show “Outlot A” but that is because the lot split that created it had not yet taken place when the preliminary plat was being prepared. There was no legal description for Outlot A to include in the preliminary plat. The legal description of Outlot A became available in mid-December and the was included in the CUP/PUD approval. The addition of the outlot was referenced in the Staff memo for the preliminary plat and CUP/PUD.

Per the City Attorney, Outlot A is inconsequential since it is not buildable and its inclusion in the plat is part of the City’s ongoing efforts to clean up property line issues in this part of the community. The final plat is substantially consistent with the preliminary plat.

**Easements**

There are easements that are relevant to the final plat approval.

1. The Applicant is being required to plat 10-foot drainage and utility easement along the property lines.

2. The Applicant will need to provide easements over the portions of the new public sidewalks along Concord Exchange that do not fit in the right-of-way.
Development Agreement

The Applicant is required to enter into a developer’s agreement with the City to ensure that the public improvements are completed correctly and to ensure that all of the project’s many complexities are handled adequately (i.e. skyway removal, Concord Exchange streetscape improvements, etc.). The City Council approved a draft development agreement at their December 21, 2020 meeting and authorized the City Attorney to finalize the agreement prior to signature.

Park Dedication

South St. Paul requires park dedication whenever land is being subdivided in order to create a new buildable lot on a property where park dedication has not taken place in the past. The City has the option to require any subdivider of residential land to donate 10% of their property to the City for conversion to a public park. If the subdivision is in an area where the City does not want/need a park, a cash-in-lieu fee is collected instead of a land donation. The subject property is not located in an area where the City needs a public park. Therefore, this project will need to pay a park dedication fee. This fee will be calculated by the City Attorney and included in the development agreement.

The Applicant will be providing streetscape improvements along Concord Exchange outside of their project area as a component of this development. The development agreement will address the fact that the City will be forgoing the collection of some fees in order to compensate the Applicant for the cost of these improvements.

COMMENTS FROM OTHER DEPARTMENTS AND AGENCIES

City Engineer

No comments at this time.

Dakota County Plat Commission

The Dakota County Plat Commission approved the preliminary plat and final plat simultaneously on November 18, 2020.

STAFF RECOMMENDATION

Staff recommends approval of the final plat as it is substantially consistent with the approved preliminary plat.

REQUIRED ACTION

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

A. Approval. If the Planning Commission wishes to recommend approval of the development application because they find that it is consistent with the approved preliminary plat, the following action should be taken:
• A motion recommending approval of the Final Plat of “The Yards Addition.”

B. Denial. If the Planning Commission wishes to recommend denial of the development application because they feel that the final plat is not consistent with approved preliminary plat, the following action should be taken:

• A motion recommending denial of the Final Plat of “The Yards Addition.”

If the Planning Commission were to recommend denial, the motion should include the rationale behind the denial.

Attachments

A- Site Location Map
B- Aerial Photograph of Subject Property
C- Preliminary Plat
D- Final Plat
E- Approved Site Plan
F- Dakota County Plat Commission Comments Letter
THE YARDS ADDITION

Page 1 of 7

Approved: ______________

Date: ______________

THE YARDS ADDITION (Lot 1, Block B, City of Stillwater, Minnesota) is hereby established as a legal addition to the City of Stillwater, Minnesota, in accordance with the provisions of Minnesota Statutes, Section 584.02, et seq., and is hereby recorded in the office of the Recorder for the City and County of Stillwater, Minnesota.

The surveyor of said addition is hereby authorized to locate and establish the boundaries of the addition and to record the plat thereof in the office of the Recorder for the City and County of Stillwater, Minnesota.

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Surveyor

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November 18, 2020

City of South St. Paul
125 Third Ave. North
South St. Paul, MN 55075

Re: THE YARDS

The Dakota County Plat Commission met on November 12, 2020, to consider the Choose an item. of the above referenced plat. The plat is adjacent to CSAH 14 (Grand Ave./3rd St. N.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The proposed site includes a redevelopment project for an apartment building with 154 units for phase 1 and 110 units for phase 2. The right-of-way needs along CSAH 14 are 60 feet of half right of way. As discussed, the area includes many existing buildings and meeting the future right-of-way needs can be difficult. The right of way dedication should include a minimum of two feet behind the sidewalk with no structures including steps in the right of way area, which is shown on the plat. The site includes an access at Veterans Memorial Drive. Restricted access should be shown on the plat along all of CSAH 14 except for the one access opening. A quit claim deed to Dakota County for restricted access is required with the recording of the plat mylars.

The Plat Commission has approved the preliminary and final plat and will recommend approval to the County Board of Commissioners.

Traffic volumes on CSAH 14 are 5,400 ADT and are anticipated to be 7,600 ADT by the year 2030. These traffic volumes indicate that current Minnesota noise standards for residential units could be exceeded for the proposed plat. Residential developments along County highways commonly result in noise complaints. In order for noise levels from the highway to meet acceptable levels for adjacent residential units, substantial building setbacks, buffer areas, and other noise mitigation elements should be incorporated into this development.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder’s Office. The Plat Commission does not review or approve the actual engineering design of proposed access or other improvements to be made in the right of way. Nothing herein is intended to restrict or limit Dakota County’s rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc.
Please contact Gordon McConnell regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

[Signature]

Todd B. Tollefson
Secretary, Plat Commission

c: Ben Beard, Beard Group Inc.
AGENDA ITEM: 1st Reading for an Ordinance Allowing Temporary Asphalt Recycling Operations as Part of Public Improvement Projects and Discussion on Proposed Interim Use Permit for a Temporary Asphalt/Concrete Recycling Operation for the Concord Street Improvements Project

ACTION TO BE CONSIDERED:

Introduce Temporary Asphalt/Recycling Operations Ordinance for a First Reading.

OVERVIEW:

Application

The Applicant, the City of South St. Paul, is seeking two (2) approvals:

1. An Ordinance Amendment to allow temporary asphalt/concrete recycling facilities on public land as a component of public improvement projects with an Interim Use Permit.

2. An Interim Use Permit to allow a temporary asphalt/concrete recycling facility on the vacant EDA-owned property at the northeast corner of Concord Street and Grand Avenue for the Concord Street reconstruction project.

Background

The City of South St. Paul will begin construction of the “Concord Street Improvements Project” in 2021. Concord Street pavement will be rehabilitated between Interstate-494 and Armour Drive and completely reconstructed between Armour Drive and the City’s northern border with Saint Paul. The project is scheduled to be advertised in March with a bid opening in mid-April. Construction is anticipated to start in late May or early June.

At the City Council’s January 11th worksession, the City Engineer reviewed the upcoming bidding process and facilitated a conversation with the City Council regarding an opportunity to reduce the cost of the construction project by roughly $200,000. Per the City Engineer:

- Concord Street is paved with concrete. The existing concrete pavement can be removed, crushed and re-used (recycled) as aggregate base for the proposed bituminous roadway. If the City allows the Contractor to crush the concrete in close proximity to the project, the City could conceivably realize lower bids as the concrete would not have to be hauled to an offsite facility. The Contractor would save both on hauling costs and re-purchasing the aggregate material from a crushing facility.
• The City’s EDA owns 2.21 acres of vacant land at the northeast corner of Grand Avenue and Concord Street, directly adjacent to the road project. If the City were to allow a temporary concrete-recycling operation to locate on that vacant land as part of the road project, it would eliminate the need to haul concrete away from the construction site for off-site crushing.

• The City Engineer believes that the City will see bids come in roughly $200,000 lower if temporary asphalt/concrete recycling is allowed as part of the project.

Per the City Engineer, it is common to have temporary crushing operations as a component of major road projects and this is something that MnDOT routinely does with their projects. The City of South St. Paul can permit itself to incorporate temporary concrete crushing into its road construction projects but, per the City Attorney, it will require a new ordinance and an Interim Use Permit.

The City Council asked that the ordinance and Interim Use Permit be brought to the Planning Commission and City Council for a public hearing and formal review. The Planning Commission reviewed the application at their February 3, 2020 meeting.

ANALYSIS OF APPLICATION

Ordinance

The Zoning Code treats concrete crushing as a “use” and currently only allows that use in the City’s I-Industrial and I-1 Light Industrial zoning districts. In those two districts, concrete crushing is only permitted with an Interim Use Permit and is only allowed temporarily. It must be part of a land reclamation plan and surcharging operation that is set up to prepare a building pad for the construction of a new building. The Code does not list any other circumstances where concrete crushing is currently allowed.

If the City wants to move forward with allowing temporary asphalt/concrete recycling as a component of public improvement projects, Staff and the City Attorney have prepared an ordinance that would do the following:

1. Allow temporary asphalt/concrete recycling in all zoning districts if it is part of an approved public improvement project.

2. Require an Interim Use Permit which would terminate when the public improvement project is complete. This will ensure that there is a public hearing for each project and it gives the neighbors a chance to provide input.

3. Only allow this type of asphalt/concrete recycling operation on public land (land owned by the City or another governmental agency).

4. Only allow materials directly related to the public improvement to be crushed at the temporary recycling operation site. This is different than most crushing operations which generate additional income for the operator by welcoming crushable material from all over the Twin Cities.
The City will have the opportunity to assign ‘case-by-case’ conditions to each temporary asphalt/concrete recycling operation through the Interim Use Permit process. These conditions, which will vary depending on the unique characteristics of each site, can include hours of operation restrictions, noise restrictions, dust control, erosion control, site access, and other similar logistical considerations.

**Interim Use Permit**

**IUP for Concord Street Improvement Project**

If the new ordinance is approved, the City will become eligible for an Interim Use Permit to allow asphalt/concrete recycling as part of the Concord Street Improvement project. As previously mentioned, the City Engineer is proposing to offer the vacant lot at the northeast corner of Grand Avenue and Concord Street as a crushing site for the successful contractor.

The City would be holder of the Interim Use Permit and the City’s EDA will remain the landowner. The City would allow the Contractor to make use of the site and utilize the City’s Interim Use Permit. The contractor will be required to abide by the conditions that have been placed on the Interim Use Permit and they will be monitored by the City Engineer and other City Staff. If the Contractor is found to be in violation of the conditions and is unable or unwilling to correct their violations, the Interim Use Permit can be revoked and the temporary asphalt/concrete recycling operation will need to be discontinued.

With or without concrete crushing, the road construction project will generate significant noise impacts and aesthetic impacts. There is going to be a large amount of heavy equipment stored throughout the Concord Street corridor and there are also going to be construction materials stored throughout the corridor. The City Engineer does not believe that the concrete crushing operation will significantly affect the aesthetics of the project area since the crushing site will simply look like yet another area where large amounts of equipment and construction materials are being stored.

**Recommended Conditions of Approval**

The overall road construction project is going to be fairly noisy and the City Code allows construction activities to operate between 7 AM and 10 PM on weekdays and 9 AM and 9 PM on weekends and holidays. These hours can be extended with authorization from the City Council. The concrete crushing operation may generate more noise than other construction activities so Staff is recommending that its hours of operation be more strictly limited. Staff is recommending that concrete crushing only be permitted between 7 AM and 6 PM on weekdays and 9 AM and 6 PM on weekends so it does not disturb residents during the evening. The City Engineer is also recommending an approval condition in the Interim Use Permit that requires dust mitigation (generally accomplished by wetting down the materials that are being crushed).

The Contractor will be responsible for setting up and running the asphalt/concrete recycling operation. They will need to design a setup that “works” based on what equipment they are planning to use and their anticipated schedule. The City is not preparing a site plan for the asphalt/concrete recycling operation or determining how the site will be accessed at this point in
time. The Interim Use Permit will require the Contractor to submit a site plan and access plan for review and approval by the City Engineer. All equipment and material storage will be required to maintain at least 10-foot setback from adjacent private properties and the Contractor will also be responsible for developing a plan to protect the mature trees on the subject property from being damaged by the recycling operation.

**PLANNING COMMISSION PUBLIC HEARING AND RECOMMENDATION:**

The Planning Commission reviewed the project at their meeting on February 3, 2020. No members of the public attended or submitted written comments.

The Planning Commission discussed the proposal at length. They asked Staff questions about dust control as well as potential noise and aesthetic impacts. The City Engineer was asked to clarify the length of time that the recycling operation would be active for the Concord Street Improvement Project. She answered that there would likely be a total of 4-6 months of crushing activity but it would be spread out over two construction seasons.

The Planning Commissioners were in general agreement that this proposal requires a cost-benefit analysis. The benefit of this proposal is a potential $200,000 in savings for the City for this project and additional savings for future projects. The potential cost is that major road projects that already will result in noise impacts and aesthetic impacts may have those impacts expanded. Commissioner Krueger expressed that she was not comfortable with the potential for negative impacts on nearby businesses and the Drover apartment building on Concord Exchange.

The Planning Commission voted to recommend approval of the Ordinance and Interim Use Permit with a 5-1 vote with Commissioner Krueger dissenting.

**ADDITIONAL PUBLIC OUTREACH AFTER PLANNING COMMISSION MEETING:**

The public hearing notice for the Planning Commission meeting was sent out to property owners within 350 feet of the vacant EDA property at the northwestern corner of Concord Street and Grand Avenue, consistent with State Statute and Code requirements. Unfortunately, this mailing “missed” several property owners who are further than 350 feet away from the EDA property but whose properties could be impacted by the proposal. On Friday, February 5th, Staff sent out a second mailing with a much larger radius inviting property owners to submit written comments or participate in the February 16th City Council meeting if they have any comments or concerns.

**STAFF RECOMMENDATION**

Staff recommends that the City Council introduce the Ordinance for a first reading.

*The Interim Use Permit cannot be acted on tonight as it can only be approved if the new Ordinance is adopted. If the Ordinance is introduced for a first reading, the Interim Use Permit will be formally reviewed along with the second reading on March 1st. Draft conditions for the Interim Use Permit and site and location maps can be found in the attached Planning Commission memo.*

**60-DAY REVIEW DEADLINE: NA**
The City Council of the City of South St. Paul does ordain:

SECTION 1. ENACTMENT. South St. Paul City Code Section 118-205 is hereby enacted as follows:

Sec. 118-205 Temporary Asphalt/Concrete Recycling for Public Improvement Projects

A temporary asphalt/concrete recycling use may be permitted in any zoning district as a component of an approved public improvement project. The use shall require an Interim Use Permit and shall be subject to the following requirements:

(a) The temporary asphalt/concrete recycling operation must be located upon public land.

(b) The use must be part of an approved public improvement project and shall terminate at the completion of that project.

(c) Only materials directly related to the public improvement project may be recycled on the public land. No outside materials may be brought to the public land for crushing or storage.

(d) The City may place conditions on the Interim Use Permit relating to hours of operation, noise, dust control, erosion control, site access, and other logistical considerations as deemed appropriate.

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

The proposed ordinance would allow public improvement projects to include temporary asphalt/concrete recycling operations that support the project. The asphalt/concrete recycling operations would require an Interim Use Permit and would need to be located on public land.
SECTION 3. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _________________________

Published: _________________________

____________________________________
Christy Wilcox, City Clerk
A motion recommending approval or denial of the proposed ordinance amendment and interim use permit.

**BACKGROUND/ DISCUSSION**

**Application**

The Applicant, the City of South St. Paul, is seeking two approvals:

1. An Ordinance Amendment to allow temporary asphalt/concrete recycling facilities on public land as a component of public improvement projects with an Interim Use Permit.

2. An Interim Use Permit to allow a temporary asphalt/concrete recycling facility on the vacant EDA-owned property at the northeast corner of Concord Street and Grand Avenue for the Concord Street reconstruction project.

**Review Timeline**

*City Council Worksession Discussion:* January 11, 2021  
*Planning Commission:* February 3, 2021  
*Tentative City Council Meeting for First Reading of Ordinance:* February 16, 2021  
*Tentative City Council Meeting for Second Reading of Ordinance:* March 1, 2021  
*60-Day Deadline:* Not applicable

**Background**

The City of South St. Paul will begin construction of the “Concord Street Improvements Project” in 2021. Concord Street pavement will be rehabilitated between Interstate-494 and Armour Drive and completely reconstructed between Armour Drive and the City’s northern border with Saint Paul. The project is
scheduled to be advertised in March with a bid opening in mid-April. Construction is anticipated to start in late May or early June.

At the City Council’s January 11th worksession, the City Engineer reviewed the upcoming bidding process and facilitated a conversation with the City Council regarding an opportunity to reduce the cost of the construction project by roughly $200,000. Per the City Engineer:

- Concord Street is paved with concrete. The existing concrete pavement can be removed, crushed and re-used (recycled) as aggregate base for the proposed bituminous roadway. If the City allows the Contractor to crush the concrete in close proximity to the project, the City could conceivably realize lower bids as the concrete would not have to be hauled to an offsite facility. The Contractor would save both on hauling costs and re-purchasing the aggregate material from a crushing facility.

- The City’s EDA owns 2.21 acres of vacant land at the northeast corner of Grand Avenue and Concord Street, directly adjacent to the road project. If the City were to allow a temporary concrete-recycling operation to locate on that vacant land as part of the road project, it would eliminate the need to haul concrete away from the construction site for off-site crushing.

- The City Engineer believes that the City will see bids come in roughly $200,000 lower if temporary asphalt/concrete recycling is allowed as part of the project.

Per the City Engineer, it is common to have temporary crushing operations as a component of major road projects. Fairly recently, MnDOT set up a temporary crushing operation on their property at the intersection of Concord Street and Interstate-494 because they were undertaking a major highway construction project near South St. Paul and needed to crush concrete. MnDOT is able to establish temporary concrete-crushing operations on their own land without City approvals because they have special authority granted to them by the State of Minnesota. The City of South St. Paul can permit itself to incorporate temporary concrete crushing into its road construction projects but, per the City Attorney, it will require a new ordinance and an Interim Use Permit.

The City Council asked that the ordinance and Interim Use Permit be brought to the Planning Commission and City Council for a public hearing and formal review.

**Ordinance Amendment**

The Zoning Code treats concrete crushing as a “use” and currently only allows that use in the City’s I-Industrial and I-1 Light Industrial zoning districts. In those two districts, concrete crushing is only permitted with an Interim Use Permit and is only allowed temporarily. It must be part of a land reclamation plan and surcharging operation that is set up to prepare a building pad for the construction of a new building. The Code does not list any other circumstances where concrete crushing is currently allowed.

If the City wants to move forward with allowing temporary asphalt/concrete recycling as a component of public improvement projects, Staff and the City Attorney have prepared an ordinance that would do the following:

1. Allow temporary asphalt/concrete recycling in all zoning districts if it is part of an approved public improvement project.
2. Require an Interim Use Permit which would terminate when the public improvement project is complete. This will ensure that there is a public hearing for each project and it gives the neighbors a chance to provide input.

3. Only allow this type of asphalt/concrete recycling operation on public land (land owned by the City or another governmental agency).

4. Only allow materials directly related to the public improvement to be crushed at the temporary recycling operation site. This is different than most crushing operations which generate additional income for the operator by welcoming crushable material from all over the Twin Cities.

The City will have the opportunity to assign ‘case-by-case’ conditions to each temporary asphalt/concrete recycling operation through the Interim Use Permit process. These conditions, which will vary depending on the unique characteristics of each site, can include hours of operation restrictions, noise restrictions, dust control, erosion control, site access, and other similar logistical considerations.

The draft ordinance is included as Attachment A.

**Interim Use Permit**

**Overview**

If the new ordinance is approved, the City will become eligible for an Interim Use Permit to allow asphalt/concrete recycling as part of the Concord Street Improvement project. As previously mentioned, the City Engineer is proposing to offer the vacant lot at the northeast corner of Grand Avenue and Concord Street as a crushing site for the successful contractor.

The City would be holder of the Interim Use Permit and the City’s EDA will remain the landowner. The City would allow the Contractor to make use of the site and utilize the City’s Interim Use Permit. The contractor will be required to abide by the conditions that have been placed on the Interim Use Permit and they will be monitored by the City Engineer and other City Staff. If the Contractor is found to be in violation of the conditions and is unable or unwilling to correct their violations, the Interim Use Permit can be revoked and the temporary asphalt/concrete recycling operation will need to be discontinued.

With or without concrete crushing, the road construction project will generate significant noise impacts and aesthetic impacts. There is going to be a large amount of heavy equipment stored throughout the Concord Street corridor and there are also going to be construction materials stored throughout the corridor. The City Engineer does not believe that the concrete crushing operation will significantly affect the aesthetics of the project area since the crushing site will simply look like yet another area where large amounts of equipment and construction materials are being stored.

**Recommended Conditions of Approval**

The overall road construction project is going to be fairly noisy and the City Code allows construction activities to operate between 7 AM and 10 PM on weekdays and 9 AM and 9 PM on weekends and holidays. These hours can be extended with authorization from the City Council. The concrete crushing operation may generate more noise than other construction activities so Staff is recommending that its hours of operation be more strictly limited. Staff is recommending that concrete crushing only be permitted between 7 AM and 6 PM on weekdays and 9 AM and 6 PM on weekends so it does not disturb residents during the evening.
When MnDOT set up a temporary crushing operation in South St. Paul for their Interstate-494 project, the project generated a large number of complaints about dust leaving the site and landing on the windshields of cars at nearby dealerships. MnDOT did not have dust control protocols in place for their crushing operation and that is why there were so many issues. The City Engineer is recommending an approval condition in the Interim Use Permit that requires dust mitigation (generally accomplished by wetting down the materials that are being crushed).

The Contractor will be responsible for setting up and running the asphalt/concrete recycling operation. They will need to design a setup that “works” based on what equipment they are planning to use and their anticipated schedule. The City is not preparing a site plan for the asphalt/concrete recycling operation or determining how the site will be accessed at this point in time. The Interim Use Permit will require the Contractor to submit a site plan and access plan for review and approval by the City Engineer. All equipment and material storage will be required to maintain at least 10-foot setback from adjacent private properties and the Contractor will also be responsible for developing a plan to protect the mature trees on the subject property from being damaged by the recycling operation.

**Interim Use Permit Review Criteria**

Per Section 118-41 of the City Code, Interim Use Permits may be granted if the following criteria are met:

1. The use conforms to the zoning regulations;
   
   *The use will conform to the zoning regulations if the proposed ordinance allowing asphalt/concrete recycling operations as a component of public improvement projects is approved.*

2. The date or event that will terminate the use can be identified with certainty;
   
   *The use will terminate upon completion of the Concord Street Improvement Project.*

3. Permit of the use will not impose additional costs on the city if it is necessary for the city to take the property in the future; and
   
   *The City already owns the property through its EDA.*

4. The user agrees in writing to any conditions that the city council deems appropriate for permission of the use.
   
   *City Staff will ensure that the chosen contractor is aware of the conditions and agrees in writing to follow the conditions.*

**Discussion**

Whether or not the new ordinance should be adopted is a policy decision. The City stands to save a significant amount of money by allowing temporary asphalt/concrete recycling operations as part of public improvement projects. Asphalt/Concrete recycling operations do, however, generate noise and aesthetic impacts. As previously stated, the City Engineer believes that the core components of major road projects already generate enough noise and aesthetic impacts that adding a concrete crushing operation does not significantly affect the impact that is felt by the community.

If the new ordinance is adopted, Staff believes that the proposed site is a good fit for a temporary asphalt/concrete recycling operation and Staff believes that the proposed Interim Use Permit conditions will ensure that the asphalt/concrete recycling operation does not generate unacceptable amounts of dust or noise.
Staff supports the proposed ordinance but its passage is ultimately a policy decision. If the Planning Commission and City Council approve the ordinance amendment, Staff recommends approval of the Interim Use Permit with the following conditions:

1. **Submitted Plans.** The conditions of this approval are based on the following plans:
   
a. Crushing and Staging Site Drawing dated 1/12/2021 prepared by City Engineer, Sue Polka.
   
b. City Engineer’s Narrative dated 1/14/2021 prepared by City Engineer, Sue Polka.

2. **Ownership of Interim Use Permit.** The Interim Use Permit will be held by the City of South St. Paul. The City’s authorized contractor for the Concord Street Improvements Project will be permitted to utilize the Interim Use Permit to establish and operate a temporary asphalt/concrete recycling operation on the subject property. The City’s authorized contractor will be required to sign the Interim Use Permit and agree to abide by its conditions.

3. **Site Plan for Asphalt/Concrete Recycling Operation.** The City’s authorized contractor shall be responsible for developing a site plan for the temporary asphalt/concrete recycling operation. The site plan, which shall include a site access plan, shall be subject to review and approval of the City Engineer.

4. **Hours of Operation.** The asphalt/concrete recycling operation shall only be allowed to operate between 7:00 AM and 6:00 PM on weekdays. It shall only be allowed to operate between 9:00 AM and 6:00 PM on weekends and holidays.

5. **Dust Mitigation.** Dust mitigation will be required. The City’s authorized contractor shall submit a dust mitigation plan which is subject to review and approval by the City Engineer.

6. **Erosion Control.** The asphalt/concrete recycling operation shall adhere to all conditions of the Concord Street Improvement Project’s NPDES permit.

7. **Setback from Adjacent Private Properties.** All storage of equipment and construction materials shall be set back at least ten (10) feet from the property lines of 134 Hardman Avenue (Long Cheng-Hmong Livestock and Meat Processing Plant) and 201 Concord Street North (Concord Fresh Meat).

8. **Protection of Existing Mature Trees.** The City’s authorized contractor shall be responsible for developing a tree preservation plan to protect the site’s existing mature trees throughout the time that the site is used as a temporary asphalt/concrete recycling operation. This plan is subject to review and approval by the City Engineer.

9. **Only Concord Street Improvement Project Materials Processed at Subject Property.** Only materials directly relating to the Concord Street Improvement Project may be crushed or stored at the subject property.

10. **Termination of Interim Use Permit.** The Interim Use Permit shall terminate automatically upon completion of the Concord Street Improvements Project. Per the City Code, the violation of any condition of the Interim Use Permit may terminate the Interim Use Permit, following a hearing by the City Council.
11. **Restoration of the Site.** The site shall be restored within six (6) months of the cessation of asphalt/concrete recycling operations. The level of restoration shall be subject to review and approval by the City Engineer.

**ACTION NEEDED**

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

A. **Approval.** If the Planning Commission wishes to recommend approval of the proposed Ordinance and Interim Use Permit, the following action should be taken:

   • Motion to recommend approval of the proposed Ordinance and Interim Use Permit, subject to the conditions laid out in the Staff report.

B. **Denial.** If the Planning Commission wishes to recommend denial of the proposed Ordinance and Interim Use Permit Amendment:

   • Motion to recommend denial of the proposed Ordinance and Interim Use Permit.

If the recommendation is denial, the Planning Commission should adopt a finding that the Applicant’s proposal fails to meet the Code’s requirements for Interim Use Permits. *If the proposed ordinance is not adopted, the finding can simply be that the Interim Use Permit does not conform to zoning regulations.*

**ATTACHMENTS**

A- Proposed Ordinance  
B- Site Location Map for Interim Use Permit  
C- Photographs of Site  
D- Crushing and Staging Site Drawing  
E- City Engineer’s Narrative
City of South St. Paul
Dakota County, Minnesota

Ordinance No. XX

AN ORDINANCE ENACTING SOUTH ST. PAUL CITY CODE SECTION 118-205 TO ALLOW TEMPORARY ASPHALT/CONCRETE RECYCLING OPERATIONS IN SUPPORT OF PUBLIC IMPROVEMENT PROJECTS

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

SECTION 1. ENACTMENT. South St. Paul City Code Section 118-205 is hereby enacted as follows:

Sec. 118-205 Temporary Asphalt/Concrete Recycling for Public Improvement Projects

A temporary asphalt/concrete recycling use may be permitted in any zoning district as a component of an approved public improvement project. The use shall require an Interim Use Permit and shall be subject to the following requirements:

(a) The temporary asphalt/concrete recycling operation must be located upon public land.

(b) The use must be part of an approved public improvement project and shall terminate at the completion of that project.

(c) Only materials directly related to the public improvement project may be recycled on the public land. No outside materials may be brought to the public land for crushing or storage.

(d) The City may place conditions on the Interim Use Permit relating to hours of operation, noise, dust control, erosion control, site access, and other logistical considerations as deemed appropriate.

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

The proposed ordinance would allow public improvement projects to include temporary asphalt/concrete recycling operations that support the project. The asphalt/concrete recycling operations would require an Interim Use Permit and would need to be located on public land.

SECTION 3. EFFECTIVE DATE. This ordinance shall become effective upon publication.
ATTACHMENT B
SITE LOCATION MAP FOR INTERIM USE PERMIT

Subject Property
On Grand Avenue Looking North

On Concord Street Looking East
January 14, 2021

Michael Healy
City Planner
125 3rd Avenue N.
South St. Paul, MN 55075

RE: REQUEST FOR INTERIM USE PERMIT FOR CONCRETE CRUSHING
   CONCORD STREET IMPROVEMENT PROJECT
   CITY OF SOUTH ST. PAUL

Michael:

Staff is requesting an Interim Use Permit (IUP) for rock crushing on the EDA property located at the northeast corner of Concord Street and Grand Avenue. The IUP would allow the successful Concord Street Improvement Project contractor to utilize the site for crushing concrete which will be removed from the existing Concord Street roadway to be used for aggregate base for the newly constructed roadway. The request includes the following:

- All concrete to be crushed would be from the Concord Street project only.
- The contractor will provide a site plan showing operations and site access to be approved by the City Engineer.
- The contractor will crush only between the hours of 7:00am to 6:00pm.
- Dust mitigation will be required.
- All erosion control measures required by the project’s NPDES permit will be closely monitored.
- The site will be restored within 6 months of crushing operation close out.

Sincerely,

[Signed]

Sue Polka, P.E.
City Engineer
AGENDA ITEM:  Update and Discussion – Armour Gatehouse Structures

ACTIONS TO BE CONSIDERED:

No action proposed; for discussion only.

OVERVIEW:

The EDA owns an approximately 3.9 Acre vacant property at the southwest corner of Armour Avenue and Hardman Avenue North in the BridgePoint Business Park area (see Orientation Map). This property is comprised of two tax parcels and vacated right-of-way and, as nearly two decades of marketing the property unsuccessfully seem to indicate, its unconventional configuration (it’s effectively a triangle) and the presence of two large structures about midway through the Armour Avenue frontage have served to somewhat confound development interest in the site. As the City Council discussed at its January 25, 2021 Work Session, there is continued interest for a private industrial development of this site. It is the developer’s belief that it is not possible to meet the City’s Industrial Development Standards found in City Code – particularly the Floor Area Ratio requirement and setback, open space, and screening requirements – without removing the gatehouse structures from their current location within the site.

The property was acquired by the Housing and Redevelopment Authority of South St. Paul (HRA) over 25 years ago. Historically, the property was a part of the much larger Armour complex which fronted the Mississippi River, although with the exception of the two entry monuments which still stand today, no structures are known to have ever stood on this specific piece of property. The property was generally used for surface parking and outdoor storage during the Armour years, and has remained vacant and zoned “Industrial” (currently “I-1, Light Industrial”) for the entire time that the HRA/EDA have owned it.

From the early 1990s through the early 2000s, a number of actions created the layout of the parcel as we see it today, most notably:

- The creation of a new public road (Armour Avenue) on an alignment slightly north of the previous private Armour Avenue;
- The preservation, in place, of two masonry and stone gate monuments, set back approximately 40’ south of the relocated road (Armour); and
- The realignment of Hardman Avenue from an alignment that ran along the eastern edge of the FOK/Sportsman’s Guide building to the current alignment to the east. (A rail spur, constructed in the early 1970s for the FOK warehouse, is still present and active in the western portion of this alignment).
These actions resulted in the somewhat odd location and orientation of the gatehouse structures. First off, they are oriented to face and appear as a gateway on an east-west configuration, essentially “parallel” to the Armour roadway, and do not appear as if they are intentionally integrated into the parcel they occupy. In addition, they are located at about the midpoint of the Armour Avenue frontage of the larger vacant parcel. This location in many ways cuts off a significant portion of the western half of the property from its eastern half. If a new building – along with parking and vehicle circulation – is to be situated on the larger site, this “disjointedness” presents a significant challenge to the efficient and practical layout and flow of improvements on the site.

The 1918 brick and limestone structures mark the historic entry point to the Armour & Co. Meat Packing Campus that provided decades of employment and economic activity to South St. Paul. They represent virtually the last physical reminder of the industry that for the most part created and for a century defined our City. In this regard, it is understandably important that we honor and protect that history. However, the monuments themselves are not significantly utilized by the community at large, or even the business park community. They have not been effectively cared for by the HRA and now the EDA, and are showing signs of deterioration. They appear as forgotten and misplaced artifacts within their current context, and present a practical challenge to effectively improving the surrounding site to its highest potential.

Staff is not, in any way, suggesting that we should rush to discard these important and striking monuments to our history. But there may be alternatives to the status quo that should be considered. Could their historic significance be honored through relocation (or replication) within this development site and/or the development? We are hopeful that the community is open to considering how we might maximize both the potential of the industrial development site in question AND the potential to celebrate the history that these monuments represent.

If preservation, intact and in place, of these structures is deemed to be of paramount importance, the EDA/Council might want to consider a more comprehensive preservation plan for the structures themselves as well as a long term “improvement” plan for the balance of the property. That might include dedicating more of the site area to public uses and decreasing the size of the “development site” so that a smaller building can be built, or dedicating (and improving and maintaining) the entire area as a public park/heritage site. Staff’s opinion (and that of various real estate professionals with whom we’ve discussed the site) is that the current conditions render the site especially challenging to develop in a way that is consistent with the City’s industrial development goals and standards.

**DISCUSSION:**

Staff is seeking Council discussion and further direction as it relates to the following options:

1. **Status Quo.** Keep the structures exactly where they are. Staff would suggest that pursuit of this option should be coupled with some deeper discussion about preservation and enhancement of the structures as well as subdivision of the property so that a smaller industrial development parcel, essentially untethered to Armour Avenue, would be created.
2. **Relocate within the site.** Work (with or without the developer) to relocate the structures elsewhere on the parcel. Ideally this would involve integrating the structures into the site design for some aesthetic and/or functional purpose.

3. **Relocate elsewhere.** Seek opportunities to synergistically repurpose the structures into another project, preferably in a public space (trails, parks, public facilities).

4. **Demolition.** Although this memo does not focus on costs, each of the above options will introduce both upfront and ongoing costs, assuming the structures are retained as public improvements. The current condition of the structures illustrates the unfortunate lack of resources that the HRA and now EDA have had to maintain and preserve them – it may be that this challenge will persist into the future. The Council/community may determine that the costs of preservation of the structures outweigh the overall community benefit of this approach, rendering demolition the most practical and cost-effective approach.

We are hopeful that the Council can come to a consensus about narrowing the above list of options to one or two options for further research, future discussion, and ultimately implementation.

While it may be stating the obvious, attempting to relocate the structures “intact” would introduce some risk of structural failure during the removal and relocation process. However, the general consensus from the few contractors we’ve discussed this with indicate that if properly stabilized, secured, and carefully removed from the existing footings, relocation is a legitimate option.

**FUNDING SOURCES AND OTHER FINANCIAL CONSIDERATIONS:**

Currently, there is no designated funding source for the gatehouse structures maintenance or repair, and no detailed analysis of costs has been undertaken with respect to any of the proposed options. Staff has received informal “budget estimates” from contractors for restoration and relocation ($250,000 - $300,000) as well as demolition ($20,000 - $25,000) of the structures; we continue to reach out to contractors and seek pricing opinions. While demolition of the structures would be an eligible TIF expense, Staff would need guidance from TIF counsel as to whether restoration and/or relocation of the structures would be a TIF eligible expense. Absent TIF, a funding source would need to be identified if restoration and/or relocation are pursued. Staff is aware of an effort by Representative Hansen to secure up to $300,000 via special legislation in this year’s session, although it would be premature to make any assumptions about the success or timeliness of that effort. Assuming the structures remained publicly owned, an ongoing maintenance and repair budget should be considered as a part of the planning process. It is staff’s opinion that ongoing maintenance/repair is not best handled within the Economic Development Authority’s programs and budgets.
Agenda Item: 1st Reading – Ordinance Amendment Rezoning Properties Near Concord Street to Implement 2040 Comprehensive Plan

Action to be considered:

Introduce an ordinance amendment rezoning properties near Concord Street to implement the 2040 Comprehensive Plan for a first reading.

Overview:

Background

The City of South St. Paul is required by State Statute to adopt a 20-year Comprehensive Plan and update it every 10 years. The City adopted its new 2040 Comprehensive Plan at the end of 2019, including a future land use map that shows what the City wants its land use to look like in 20 years. Often, parcels will be guided differently than the existing land use. For example, a property that is currently a gas station may be guided by the future land use map as high-density housing.

This guiding is significant because the City is legally obligated to adhere to its future land use map when making zoning decisions. If the Comprehensive Plan calls for properties to be guided in a way that is inconsistent with the City’s zoning map, the City should be actively rezoning those properties so that the two maps align with each other. In some cases, this involves rezoning a property to an existing zoning district that clearly fits what was intended by the Comprehensive Plan. In other cases, the Comprehensive Plan may call for rezoning or redevelopment that falls outside of the City’s existing zoning code. This may mean that the City must conduct a zoning study and/or make changes to its zoning code before it can move forward with a rezoning. In some cases, an entirely new zoning district needs to be created.

It is appropriate to implement rezoning actions shortly after a new Comprehensive Plan has been adopted, especially when there is an obvious zoning district that can/should be assigned to a parcel to make it consistent with the Comprehensive Plan map.

South St. Paul’s Comprehensive Plan and Mixed-Use Development

The 2040 Comprehensive Plan guides a large portion of the City towards mixed-use development. This includes the majority of the Concord Street corridor, much of the Southview Boulevard and Marie Avenue area, and an area along Bryant Avenue.

The City has several existing zoning districts that are either by name or by implication, considered mixed-use zoning districts:
1. The Concord Gateway Mixed-Use (CGMU) Zoning District is a mixed-use zoning district targeted for redeveloping Concord Exchange as a traditional downtown main street. The standards are geared towards that specific street.

2. The North Concord Mixed-Use (NCMU) Zoning District is a zoning district created to facilitate redevelopment of North Concord as a mixed-use area. The standards are geared towards that specific street and a zoning study is going to be undertaken in 2021 to update the standards.

3. The C-1 Retail Business district is the zoning district that is in place along Southview Boulevard and Marie Avenue and on a handful of parcels scattered throughout the City’s residential neighborhoods. The C-1 district is not intentionally labeled as mixed-use and is primarily a commercial zoning district but it allows apartment houses with a Conditional Use Permit.

4. The GB General Business district is the zoning district along South Concord and Concord Street near Interstate 494. It is not a designated mixed-use district and is primarily a commercial/industrial zoning district but it allows dwelling units in any building with a Conditional Use Permit.

**Proposed Rezoning Actions**

City Staff is proposing rezoning actions that would affect 3 different areas within the community:

1. 139 Grand: The 2040 Comprehensive Plan calls for the Hardman Triangle (the triangular block bounded by Hardman Avenue, Grand Avenue, and Concord Street) to be mixed-use. 139 Grand Avenue (Twin Cities Pallet) should be rezoned from GB to NCMU to be consistent with the Comprehensive Plan as well as the Hardman Triangle small area plan that was completed in early 2020. The rest of the block is already zoned consistently with those two plans. The three other parcels that are zoned GB in the Hardman Triangle are guided as commercial/industrial office uses, so that GB zoning designation is appropriate.

2. 1443 Concord Street: The 2040 Comprehensive Plan calls for 1443 Concord Street south to be mixed-use. The property is currently zoned Mobile Home, but it contains a commercial building and abuts commercial properties with the GB zoning classification. The parcel should be rezoned GB to better align with the Comprehensive Plan and to be consistent with the zoning in the area.

3. Richmond Street and Concord Street Parcels: The 2040 Comprehensive Plan calls for 390 Richmond Street East, 1129 Concord Street South, 1199 Concord Street South, 1201 Concord Street South, and 1301 Concord Street South to be mixed-use. Currently, most of these parcels have two zoning classifications, with the western half of each parcel zoned GB and the eastern half zoned Industrial. The eastern half of these properties should be rezoned to GB so that the entire parcel carries one zoning classification. The zoning would then align with the Comprehensive Plan and the zoning will be consistent with the existing zoning in the area which is GB.

At some point in the next 5-10 years, the City plans to undertake a zoning study to create a new mixed-use zoning district on South Concord that is tailored to a specific redevelopment vision. Until that time, GB zoning, which is technically mixed-use, should be left in place along the corridor.
Planning Commission Public Hearing and Recommendation

The Planning Commission held a public hearing on February 3, 2021. Susan Murr, 1403 Concord Street South, called in to the WebEx meeting to ask Staff if the rezoning action would have any effect on the zoning of the Healy Mobile Home Park. Staff clarified that the zoning of the mobile home park would not be changing. Staff reported to the Planning Commission that they had spoken with some of the affected property owners by phone but the owners ultimately did not provide comments that they wanted ‘on the record’ as part of the public hearing. Staff did receive a letter from Scott Dirtzu, owner of D & D Land LLC at 1129 Concord Street South. Mr. Dirtzu outlined the scope of his existing operations in the letter and asked that Staff document what is “grandfathered” at his property in case the new zoning district does not allow any of his existing uses.

The Planning Commission briefly discussed the comprehensive plan and the rezoning proposal and recommended approval with a 6-0 vote.

Staff Recommendation

Staff recommends that the rezoning ordinance be introduced for a 1st reading.

Source of Funds:
N/A
City of South St. Paul
Dakota County, Minnesota

ORDINANCE NO. 13XX

AN ORDINANCE AMENDMENT REZONING PROPERTIES NEAR CONCORD STREET TO IMPLEMENT 2040 COMPREHENSIVE PLAN

The City Council of South St. Paul does ordain:

SECTION 1. AMENDMENT. The South St. Paul Zoning Map is hereby amended pursuant to the attached Exhibit A which includes three (3) maps showing properties near Concord Street being rezoned to either GB- General Business or NCMU- North Concord Mixed Use.

SECTION 2. SUMMARY PUBLICATION. Pursuant to Minn. Stat. § 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 Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire Ordinance:

The ordinance rezones a number of properties near Concord Street to either GB-General Business or NCMU-North Concord Mixed-Use in order to implement the 2040 Comprehensive Plan which guides all of the properties towards being mixed-use.

SECTION 5. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _________________________

Published: _________________________

_____________________________________
Christy Wilcox, City Clerk
EXHIBIT A

THREE MAPS SHOWING CHANGES TO SOUTH ST. PAUL ZONING MAP

Map #1: Rezoning 139 Grand Avenue from GB-General Business to NCMU- North Concord Mixed Use
Map #2: Rezoning 1443 Concord Street South from MH-Mobile Home to GB-General Business
Map #3: Rezoning 390 Richmond Street, 1129 Concord Street South, 1199 Concord Street South, 1201 Concord Street South, and 1301 Concord Street South from I-Industrial to GB-General Business
AGENDA ITEM 4.A
South St. Paul Planning Commission

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<th>Prepared By:</th>
<th>Meeting Date:</th>
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<td>Michael Healy, City Planner</td>
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<td>Public Hearing Regarding Proposed Rezoning Actions to Implement Elements of the 2040 Comprehensive Plan</td>
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**ACTION REQUESTED**
A motion recommending the approval or denial of the proposed rezoning actions.

**BACKGROUND/ DISCUSSION**

**Application**

The applicant, the City of South Saint Paul, is proposing rezoning actions in three (3) different parts of the community to implement components of the 2040 Comprehensive Plan’s “Future Land Use Plan.”

**Review Timeline**

*Rezoning requires approval of an ordinance amendment and a resolution. Per City Code, all ordinances must be reviewed by the City Council at two (2) separate meetings before adoption.*

- **Application Submittal:** N/A
- **Planning Commission:** February 3, 2021
- **Tentative City Council Meeting for First Reading of Ordinance:** February 16, 2021
- **Tentative City Council Meeting for Second Reading of Ordinance:** March 1, 2021
- **60-Day Review Deadline:** N/A

**Background**

The City of South St. Paul is required by State Statute to adopt a 20-year Comprehensive Plan and update it every 10 years. The City adopted its new 2040 Comprehensive Plan at the end of 2019, including a future land use map that shows what the City wants its land use to look like in 20 years. Often, parcels will be guided differently than the existing land use. For example, a property that is currently a gas station may be guided by the future land use map as high-density housing.

This guiding is significant because the City is legally obligated to adhere to its future land use map when making zoning decisions. If the Comprehensive Plan calls for properties to be guided in a way that is inconsistent with the City’s zoning map, the City should be actively rezoning those properties so that the two maps align with each other. In some cases, this involves rezoning a property to an existing zoning district that clearly fits what was intended by the Comprehensive Plan. In other cases, the Comprehensive Plan may...
call for rezoning or redevelopment that falls outside of the City’s existing zoning code. This may mean that the City must conduct a zoning study and/or make changes to its zoning code before it can move forward with a rezoning. In some cases, an entirely new zoning district needs to be created.

It is appropriate to implement rezoning actions shortly after a new Comprehensive Plan has been adopted, especially when there is an obvious zoning district that can/should be assigned to a parcel to make it consistent with the Comprehensive Plan map.

**South St. Paul’s Comprehensive Plan and Mixed-Use Development**

The 2040 Comprehensive Plan guides a large portion of the City towards mixed-use development. This includes the majority of the Concord Street corridor, much of the Southview Boulevard and Marie Avenue area, and an area along Bryant Avenue.

The City has several existing zoning districts that are either by name or by implication, considered mixed-use zoning districts:

1. **The Concord Gateway Mixed-Use (CGMU) Zoning District** is a mixed-use zoning district targeted for redeveloping Concord Exchange as a traditional downtown main street. The standards are geared towards that specific street.

2. **The North Concord Mixed-Use (NCMU) Zoning District** is a zoning district created to facilitate redevelopment of North Concord as a mixed-use area. The standards are geared towards that specific street and a zoning study is going to be undertaken in 2021 to update the standards.

3. **The C-1 Retail Business district** is the zoning district that is in place along Southview Boulevard and Marie Avenue and on a handful of parcels scattered throughout the City’s residential neighborhoods. The C-1 district is not intentionally labeled as mixed-use and is primarily a commercial zoning district but it allows apartment houses with a Conditional Use Permit.

4. **The GB General Business district** is the zoning district along South Concord and Concord Street near Interstate 494. It is not a designated mixed-use district and is primarily a commercial/industrial zoning district but it allows dwelling units in any building with a Conditional Use Permit.

**Proposed Rezoning Actions**

City Staff is proposing rezoning actions that would affect 3 different areas within the community:

1. **139 Grand:** The 2040 Comprehensive Plan calls for the Hardman Triangle (the triangular block bounded by Hardman Avenue, Grand Avenue, and Concord Street) to be mixed-use. 139 Grand Avenue (Twin Cities Pallet) should be rezoned from GB to NCMU to be consistent with the Comprehensive Plan as well as the Hardman Triangle small area plan that was completed in early 2020. The rest of the block is already zoned consistently with those two plans. The three other parcels that are zoned GB in the Hardman Triangle are guided as commercial/industrial office uses, so that GB zoning designation is appropriate.

2. **1443 Concord Street:** The 2040 Comprehensive Plan calls for 1443 Concord Street south to be mixed-use. The property is currently zoned Mobile Home, but it contains a commercial building and abuts
commercial properties with the GB zoning classification. The parcel should be rezoned GB to better align with the Comprehensive Plan and to be consistent with the zoning in the area.

3. Richmond Street and Concord Street Parcels: The 2040 Comprehensive Plan calls for 390 Richmond Street East, 1129 Concord Street South, 1199 Concord Street South, 1201 Concord Street South, and 1301 Concord Street South to be mixed-use. Currently, most of these parcels have two zoning classifications, with the western half of each parcel zoned GB and the eastern half zoned Industrial. The eastern half of these properties should be rezoned to GB so that the entire parcel carries one zoning classification. The zoning would then align with the Comprehensive Plan and the zoning will be consistent with the existing zoning in the area which is GB.

At some point in the next 5-10 years, the City plans to undertake a zoning study to create a new mixed-use zoning district on South Concord that is tailored to a specific redevelopment vision. Until that time, GB zoning, which is technically mixed-use, should be left in place along the corridor.

Staff Recommendation

Staff recommends approval of an ordinance amendment that would implement the proposed rezoning actions, consistent with the 2040 Comprehensive Plan.

Motion to Recommend Approval or Denial

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

A. Approval. If the Planning Commission finds the application to be acceptable, the following action should be recommended for approval:

- Motion to recommend approval of the rezoning of the subject properties either as presented, or with modifications.

B. Denial. If the Planning Commission does not favor the proposed application, the following should be recommended for denial:

- Motion to recommend denial of the rezoning of the subject properties.

The Planning Commission should be prepared to explain their rationale for the recommendation so this can be shared with the City Council. The Planning Commission should consider the following criteria:

1. Does the rezoning comply with the comprehensive plan? Yes or No? Why?
2. Will the rezoning be detrimental to surrounding properties? Yes or No? Why?
3. Does the rezoning endanger public health, safety, or welfare? Yes or No? Why?
ATTACHMENTS
A. Current Zoning Map
B. 2040 Comprehensive Plan Future Land Use Map
C. Map Showing Proposed Rezoning Actions
ATTACHMENT C
MAPS SHOWING PROPOSED REZONING ACTIONS

Rezone 139 Grand Avenue to "NCMU"
Rezone 390 Richmond Street, 1129 Concord Street South, 1199 Concord Street South, 1201 Concord Street South, and 1301 Concord Street South as "GB"
**Agenda Item:** 1st Reading – Ordinance Amendment Regarding Trash Enclosures

**Action to be considered:**

Introduce an ordinance amending the architectural standards for trash enclosures.

**Overview:**

**Background**

At the December 18, 2020 Work Session, Staff facilitated a discussion about trash enclosure design standards. In December of 2020, the Subway Restaurant located at 166 Concord Exchange began constructing a trash enclosure on their property. The property is grandfathered to not have a trash enclosure and has previously stored their dumpsters openly in their parking lot. Due to a misunderstanding about permitting requirements and design standards, the applicant began constructing a new trash enclosure out of a composite decking material known as Trex.

Subway was issued a “Stop Work” order because Trex material does not comply with the strict design standards for trash enclosures along Concord Exchange. All trash enclosures along Concord Exchange must use the same exterior materials as the main building and must be built with a roof. The Subway building has a brick exterior so a trash enclosure would need to be built with brick. Subway has stated that a brick enclosure is too expensive and that they will not build a trash enclosure at all unless they can use the composite decking material.

**Summary of Existing Performance Standards for Trash Enclosures**

The City Code has two different standards for trash enclosures:

1. Properties in the Concord Gateway Mixed Use District and North Concord Mixed Use District are required to have their trash enclosures be built out of the same materials as the principal structure and must match the color of the principal structure. They also must have a roof.

2. Everywhere else in the City, trash enclosures must be constructed out of concrete or another incombustible material. They must be painted or surfaced to be “attractive and neat-appearing.” No roof is required so long as the dumpsters have covers.

**Summary of Proposed Ordinance Amendment**

Based on the feedback received from the City Council and the State Fire Marshal, Staff is proposing the following changes:

- Allowing composite decking material trash enclosures citywide except for the CGMU and NCMU districts.
• Allowing existing buildings in the NCMU and CGMU districts that have “grandfathered” exterior trash storage to come partially into compliance with the ordinance by constructing trash enclosures out of composite decking material.

• Adding a setback requirement for composite decking material trash enclosures if the principal building the trash enclosure is serving is not sprinklered.

• Removing the requirement for trash enclosures to have a roof in the CGMU and NCMU districts as long as the dumpsters are covered.

• Clearly stating that trash enclosures require a permit.

Staff Recommendation

Staff recommends approval of the proposed ordinance amendment.

Planning Commission Recommendation

A public hearing for the ordinance amendment was held at the February 3, 2021 Planning Commission meeting. No one from the general public was present to comment. At the conclusion of the public hearing, the Commissioners voted to recommend approval of the proposed ordinance (6-0).

Source of Funds:

N/A
AN ORDINANCE AMENDING DESIGN STANDARDS FOR TRASH ENCLOSURES

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

SECTION 1. AMENDMENT. South St. Paul City Code Section 118-125 is hereby amended as follows:

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

(h) Building and architectural provisions.

(7) All exterior trash enclosures or other accessory structures shall be constructed of the same materials and colors as the principal building except for properties that have legal nonconforming exterior trash handling. These properties are permitted to bring their trash handling into partial compliance by constructing a trash enclosure out of composite decking material. Trash enclosures constructed of composite decking material must be placed at least 10 feet away from the principal building unless the principal building is equipped with sprinklers.

(11) All trash, recyclable materials, and equipment for handling them, including compactors, shall be totally screened from eye-level view from public streets and adjacent properties, whether in the front, side or rear, either by being stored within the principal structure or stored within an accessory structure enclosed by a roof and readily served through swinging doors or an overhead door on tracks.

SECTION 2. AMENDMENT. South St. Paul City Code Section 118-126 is hereby amended as follows:

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

(f) Trash or garbage disposal enclosures.

(1) For any commercial building constructed after December 16, 1968, there shall be no exterior incineration, and any trash storage shall be completely screened from view by a trash enclosure.

(2) Trash enclosures shall be constructed of composite decking material or concrete or another incombustible material and shall be painted or surfaced to be attractive and neat-appearing. Trash enclosures constructed of composite decking material must be at least 10 feet from the principal building unless the principal building is equipped with sprinklers.

(3) Trash enclosures need not be covered or roofed, but all trash within uncovered enclosures must be stored in covered receptacles. Manufactured containers specifically designed for trash storage and removal may be used provided they are covered and maintained in a neat, attractive manner and remain adequately painted. Trash enclosures constructed of composite decking materials may not be covered or roofed.
SECTION 3. AMENDMENT.  South St. Paul City Code Section 118-127 is hereby amended as follows:

Sec. 118-127. - NCMU, North Concord mixed-use district.

(g) Building and architectural provisions.

(7) All exterior trash enclosures or other accessory structures shall be constructed of the same materials and colors as the principal building except for properties that have legal nonconforming exterior trash handling. These properties are permitted to bring their trash handling into partial compliance by constructing a trash enclosure out of composite decking material. Trash enclosures constructed of composite decking material must be placed at least 10 feet away from the principal building unless the principal building is equipped with sprinklers.

(11) All trash, recyclable materials, and equipment for handling them, including compactors, shall be totally screened from eye-level view from public streets and adjacent properties, whether in the front, side or rear, either by being stored within the principal structure, totally screened from view by the principal building, or stored within an accessory structure enclosed by a roof and readily served through swinging doors or an overhead door on tracks.

SECTION 4. AMENDMENT.  South St. Paul City Code Section 118-240 is hereby amended as follows:

Sec. 118-240. - Exterior storage.

(c) In all districts, all waste, refuse, or garbage shall be kept in an enclosed building or properly stored in a closed container designed for such purposes; except for one-family and two-family homes, said container shall be noncombustible of a type as required in the C-1, business district (see subsection 118-126(e)). The owner of vacant land shall be responsible for keeping such land free of refuse and weeds.

SECTION 5. AMENDMENT. South St. Paul City Code Section 106-56 is hereby amended as follows:

Sec. 106-56. - Permits; application.

An owner or an authorized agent of the owner who intends to erect, install, enlarge, alter, repair, remove, convert, or replace any gas, mechanical, electrical, plumbing system, or other equipment the installation of which is regulated by this chapter, or any person wishing to construct, enlarge, alter, repair, move, demolish, or change a building or structure, including, without limitation, new construction, garages, decks, sheds (120 square feet or larger), roof replacement, soffit, fascia, gutters, siding, windows, doors, interior remodeling, fences, trash enclosures, concrete work, asphalt, sheetrock, stucco work, retaining walls more than four feet tall, or cause any such work to be done, shall first make application to the building official and obtain the required permit. The application shall be, on forms provided by the city, filed in the office of the city engineer and contain or be accompanied by the following information:

SECTION 6. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:
The proposed ordinance amends the existing design standards for trash enclosures to allow composite decking material trash enclosures under certain circumstances.

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

Approved: ________________________

Published: _________________________

____________________________________
Christy Wilcox, City Clerk
ATTACHMENT A
EXISTING CODE RULES FOR TRASH ENCLOSURES

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

(h) Building and architectural provisions.

(7) All exterior trash enclosures or other accessory structures shall be constructed of the same materials and colors as the principal building.

(11) All trash, recyclable materials, and equipment for handling them, including compactors, shall be totally screened from eye-level view from public streets and adjacent properties, whether in the front, side or rear, either by being stored within the principal structure or stored within an accessory structure enclosed by a roof and readily served through swinging doors or an overhead door on tracks.

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

(f) Trash or garbage disposal. For any commercial building constructed after December 16, 1968, there shall be no exterior incineration, and any trash storage shall be completely screened from view by a trash enclosure. This trash enclosure shall be constructed of concrete or other incombustible material and shall be painted or surfaced to be attractive and neat-appearing. The trash enclosure need not be covered or roofed, but all trash within uncovered enclosures must be stored in covered receptacles. Manufactured containers specifically designed for trash storage and removal may be used provided they are covered and maintained in a neat, attractive manner and remain adequately painted.

Sec. 118-127. - NCMU, North Concord mixed-use district.

(7) All exterior trash enclosures or other accessory structures shall be constructed of the same materials and colors as the principal building.

(11) All trash, recyclable materials, and equipment for handling them, including compactors, shall be totally screened from eye-level view from public streets and adjacent properties, whether in the front, side or rear, either by being stored within the principal structure, totally screened from view by the principal building, or stored within an accessory structure enclosed by a roof and readily served through swinging doors or an overhead door on tracks.

Sec. 118-240. - Exterior storage.

(c) In all districts, all waste, refuse, or garbage shall be kept in an enclosed building or properly stored in a closed container designed for such purposes; except for one-family and two-family homes, said container shall be noncombustible of a type as required in the C-1, business district (see subsection 118-126(e)). The owner of vacant land shall be responsible for keeping such land free of refuse and weeds.

(g) All solid waste material, debris, refuse, garbage, junk or similar material shall be kept within tightly closed containers designed for such purpose. The containers shall be stored within a building or dumpster enclosure, or otherwise screened from view between days of scheduled pickup; except for one-family or two-family residences for which containers may be stored within four feet the front line of the principal structure between days of scheduled pickup.
ATTACHMENT B
PICTURES OF COMPOSITE DECKING MATERIAL TRASH ENCLOSURES

Trex ® Composite Material

Covrit ® Composite Material