



CITY OF SOUTH ST. PAUL MEETING AGENDA

CITY COUNCIL

Council Chambers
125 3rd Avenue North
South St. Paul, MN 55075

Monday, May 5, 2025
7:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

A. Mizpah Lodge - Fill the Backpack Taco Feed

6. CITIZEN'S COMMENTS

Comments are limited to 3 minutes in length.

7. APPROVAL OF AGENDA

8. CONSENT AGENDA

All items listed on the Consent Agenda are items, which are considered routine and will be approved by one motion. There will be no separate discussion of these items unless requested by a member of the governing body or citizen, in which case the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

A. City Council Meeting Minutes of:
4-21-2025 Regular Council Meeting
4-28-2025 Council Work Session

B. Accounts Payable

C. Business Licenses

D. Approve Proposal with WSB for Construction Materials Testing for the 4th Street S Rehabilitation Project

E. Approve Land Lease at Fleming Field with Both Wings, LLC

F. Approve Easement with Northern States Power Company for Transformer Relocation

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

- A. Tobacco Violation - Family Dollar Store
- B. Liquor Violation - Michlandia Bar & Centro Botanero

11. GENERAL BUSINESS

- A. Second Reading-Ordinance Amendment to Set the Maximum Allowable Height for All Detached Garages to 16 Feet
- B. Conditional Use Permit for a Detached Garage at 1820 Faber Avenue
- C. Approve Professional Services Agreement with McGinley Associates, P.A.

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

DATE: May 5, 2025
DEPARTMENT: Community Affairs
PREPARED BY: Deb Griffith
AGENDA ITEM NUMBER: 5.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Mizpah Lodge - Fill the Backpack Taco Feed

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

OVERVIEW

Nick Casci from the Mizpah Lodge will join us and present information about the Annual Fill the Backpack Campaign Taco Feed that will be held at the Croatian Hall on May 27th.

SOURCE OF FUNDS

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: May 5, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

City Council Meeting Minutes of:
4-21-2025 Regular Council Meeting
4-28-2025 Council Work Session

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

Approval of meeting minutes for the Regular City Council Meeting held on Monday, April 21st, 2025 and the Council Work Session held on Monday, April 28th, 2025.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 04-21-2025 Council Minutes
2. 04-28-2025 WS Minutes



SOUTH ST. PAUL CITY COUNCIL MINUTES OF APRIL 21, 2025

1. CALL TO ORDER

Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on Monday, April 21, 2025.

2. ROLL CALL

Present: Tom Seaberg, Todd Podgorski, Matt Thompson, Joe Kaliszewski, Jimmy Francis, Pam Bakken, Lori Hansen

Absent: None

Staff Present:

Ryan Garcia, City Administrator
Kori Land, City Attorney
Deanna Werner, City Clerk
Michael Healy, City Planner
Nick Guilliams, City Engineer
Deb Griffith, Community Affairs

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

A. Kaposia Camera Club

B. 2025 SSP Environmental Resource Fair

6. CITIZEN'S COMMENTS

Comments are limited to 3 minutes in length.

Ben Footh
Dr. LaDonna Butler
Michael Gould

7. APPROVAL OF AGENDA

8. CONSENT AGENDA

All items listed on the Consent Agenda are items, which are considered routine and will be approved by one motion. There will be no separate discussion of these items unless requested by a member of the governing body or citizen, in which case the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

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

- A. City Council Meeting Minutes of:
April 7th, 2025 Regular Meeting
April 14th, 2025 Work Session
- B. Accounts Payable
- C. ~~Business Licenses~~ - Removed for further discussion.
- D. Acceptance of Gift Donations
- E. Accept 2024 Planning Commission Annual Report
- F. 2025 CIP Project - Approve Quote from Pine Bend Paving, Inc. for the Kaposia Park Parking Lot Mill & Overlay
- G. Response to Public Comment from 4/7/2025
- H. Authorization to Apply for a Loan and/or Grant to the Minnesota Public Facilities Authority for the Lead Service Line Replacement Project
- I. Approve Quote from Crawford Door Service Co. for the Replacement of the Police Garage Door
- J. Purchase of Cat HM215 Forestry Mulcher and Replacement of Central Garage Mobile Column Lifts
- K. Amendment to Fee Schedule for Electrical and Building Permit Fees
- L. Replace two (2) rooftop HVAC units and relocate three (3) air conditioning condensers.
- M. Approving Assignment of Lease (269 Echo Lane) at the Fleming Field Airport to BGSB Properties, LLC.
- N. Accept Solar Proposal for Nan McKay Building For Solar on Public Buildings Grant Program

Moved by: Joe Kaliszewski / Matt Thompson

Moved: To approve as presented by consent.

Vote: 7 ayes / 0 nays, motion Passed

9. ITEMS REMOVED FROM CONSENT AGENDA

8-C, Business Licenses

Moved by: Lori Hansen / Joe Kaliszewski

Moved: To Approve Business Licenses with the removal of 643 15th Avenue N, South St. Paul. Approval of 643 15th Ave. N will be considered at the June 16th, 2025 Council Meeting.

Vote: 7 ayes / 0 nays, motion Passed

10. PUBLIC HEARINGS

A. Call for Public Hearing - Liquor & Tobacco Compliance Violations

Moved by: Pam Bakken / Matt Thompson

Moved: To Approve a Public Hearing be called to consider Liquor and Tobacco Violations on Monday, May 5th, 2025.

Vote: 7 ayes / 0 nays, motion Passed

11. GENERAL BUSINESS

A. Interim Use Permit for a Farmer's Market at 1151 Southview Boulevard

Moved by: Joe Kaliszewski / Todd Podgorski

Moved: To Approve Resolution 2025-048, an Interim Use Permit for Farmer's Market at 1151 Southview Blvd.

Vote: 7 ayes / 0 nays, motion Passed

B. First Reading- Ordinance Amendment to Set the Maximum Height for All Detached Garages to 16 Feet

Council Member Seaberg introduced for the first reading a First Reading of an Ordinance Amendment to Set the Maximum Height for All Detached Garages to 16 Feet.

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT

Moved by: None / Lori Hansen

Moved: To Adjourn

Vote: 7 ayes / 0 nays, motion Passed

The meeting was adjourned at 7:58 PM.



/s/: Deanna Werner
City Clerk

South St. Paul City Council Work Session

Session Notes for April 28, 2025

1. CALL TO ORDER

Mayor Francis called the City Council Work Session to order at 7:00 PM on April 28, 2025

No formal Council Action is taken at a work session meeting, this is a summary of discussion that took place.

Council Members Present: Jimmy Francis, Lori Hansen, Tom Seaberg, Joe Kaliszewski, Matt Thompson, Pam Bakken, and Todd Podgorski

Staff Present: Michael Healy, Planning Manager, Kori Land, City Attorney, Nick Guilliams, City Engineer, and Kelsey Gelhar, Assistant City Engineer

2. DISCUSSION ITEMS

A. Marie Avenue Reconstruction Project- Phase II

Mr. Guilliams and Ms. Gelhar provided an overview of deteriorating road conditions on Marie Avenue between 9th Avenue and 21st Avenue and explained the need for a street reconstruction project. Marie Avenue is already being reconstructed between 3rd Avenue and 9th Avenue and this Phase I project received a \$1 Million Safe Routes to School (SRTS) Grant and includes sidewalks and bike lanes. A second \$1 Million SRTS grant was awarded for the Phase II project between 9th Avenue and 21st Avenue. However, the City can only access the grant funds if Phase II is constructed with sidewalk on at least one side of the street and bike lanes in both directions.

Mr. Guilliams explained that the Phase II corridor has design challenges. There are short private driveways on the south side of the street that may be impacted if a sidewalk is installed on the south side. Those concerns are less present on the north side of the street but there are slopes that would require significant retaining wall work.

Mr. Guilliams stated that the project has not been designed yet and this Worksession discussion will need to be based on conceptual design elements. Mr. Guilliams presented two possible options for designing the Phase II project. One option would be to design the street to meet the terms of the grant with a sidewalk on the south side of the street and bike lanes in both directions. A second potential option would be to forfeit the SRTS grant and build a street with no new sidewalks or bike lanes. With this second option, existing sidewalks on the corridor would be replaced but no new sidewalk sections would be added.

There was general support for installing a sidewalk on the full length of the corridor but there was significantly less support for bike lanes. The Council consensus was that it would be best if a sidewalk could be on the north side of the street to avoid adverse

property impacts, even if this resulted in a cost increase for the project. Several Councilmembers stated that eliminating the bike lanes could result in 12 feet of right-of-way being freed up which would potentially give the City Engineer some additional flexibility to deal with the corridor's grading challenges.

Council asked Mr. Guilliams to prepare preliminary cost estimates for three options:

Option 1: Accept the SRTS grant and build a street with sidewalk on one side (ideally the north side) and bike lanes in both directions.

Option 2: Forfeit the SRTS grant and build a street with no new sidewalks or bike lanes.

Option 3: Forfeit the SRTS grant and build a street that does have a sidewalk for the full length of the corridor but has no bike lanes. The sidewalk should be mostly on the north side but could potentially cross the road at some point if this worked better with the grades.

Council is leaning towards Option #3 and the general feeling is that a sidewalk is important on this corridor, but bike lanes are not as necessary. Council asked Mr. Guilliams to consider conducting some early public engagement to get residents' thoughts about this and come back to another Worksession with updated cost estimates for the three options.

B. Update on Upcoming Planning Commission Review of Minor Comprehensive Plan Amendment

Mr. Healy and Ms. Land provided an overview of a minor comprehensive plan amendment that the City Attorney's office has requested be brought to the Planning Commission in May. The City Attorney's office is recommending that four City-owned properties that host municipal facilities have their future land use map guidance updated to better align with their existing and proposed uses and current zoning. The four properties being re-guided would be the Doug Woog Arena, the Public Works building at 400 Richmond, and two municipal wells with support buildings. The City Council was supportive of the City Attorney's recommendation.

C. Proactive Code Enforcement and Property Maintenance Code Discussion

Mr. Healy provided an overview of the City's existing code enforcement program and ways that the City could utilize existing staff to add additional proactive code enforcement that is focused on nuisance conditions in front yards which are visible from the public street. Mr. Healy explained that it would be possible to go further than this by hiring seasonal staffing or making structural changes to the City Code to add strict property maintenance standards for the condition of buildings (roofing, siding, windows, etc.). Currently, building maintenance issues are addressed in response to complaints using the City's reasonable maintenance ordinance. If the City adopted a strict building maintenance code, it might be possible to proactively address some issues but there is not an obvious solution for what to do with owner-occupied properties where the property owner does not have the financial means to pay for major repairs to their building.

The City Council wants Staff to move forward with the proposed plan to add more proactive code enforcement using existing staffing and a door hangar program. Specifically, the Code Enforcement Officer will proactively look at front yards and street side yards and identify the following violations in one of those yard areas:

- a. Long grass.
- b. Parking on the grass.
- c. Exterior storage.
- d. Junk vehicles

The City Council wants this new approach actively promoted while it is being rolled out including Facebook posts and a write-up in the newsletter. The Planning Manager will report back later this year regarding whether the new program has been successful and whether there is any staff capacity to add additional elements to the proactive code enforcement program.

The City Council also asked that the City Attorney investigate whether it is feasible to adopt a new policy of always declining to renew a rental license until all active code violations have been corrected. This would be a shift from the current policy of only targeting a rental license for revocation or non-renewal if the property owner has failed to resolve the code issue within 6 months of their initial compliance letter.

D. Discussion on Honeybees, Chickens, and Ducks on Residential Properties

Mr. Healy presented on two potential changes that could improve the chicken and duck licensing program which both have the support of the Sustainability Task Force. The City Council was supportive of both changes- eliminating the neighbor consent requirement and allowing chickens and ducks in a side yard if the rear yard is not usable and all setback requirements can be met.

The City Council discussed beekeeping and the consensus was that beekeeping should be legalized and but should require a permit from City Staff. The City Council wants to see setback rules, rules for fencing to reduce impact to neighbors, and rules to limit the number of colonies on small properties. The City Council did not feel it was important to require aspiring beekeepers to present proof that they have taken beekeeping classes since training materials are available online.

Staff will prepare a draft ordinance based on the Council direction that was given.

E. Council Goal Setting Follow-Up

Mayor Francis shared that he feels that the Council goal setting session was a success. These sessions have resulted in real actionable goals over the years and have been a worthwhile exercise.

3. COUNCIL COMMENTS & QUESTIONS

None.

4. ADJOURNMENT

There being no further business to come before the City Council at the regular work session meeting, Mayor Francis declared the meeting adjourned at 8:31 PM.

Respectfully submitted

/s/: Michael Healy, Planning Manager



CITY COUNCIL AGENDA REPORT

DATE: May 5, 2025
DEPARTMENT: Finance
PREPARED BY: Jeff Hines
AGENDA ITEM NUMBER: 8.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Accounts Payable

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to Adopt Resolution 2025-055 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

ATTACHMENTS

1. 05-05-25 Accounts Payable

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-055

RESOLUTION APPROVING ACCOUNTS PAYABLE

WHEREAS, the City Council is required to approve payment of claims;

NOW, THEREFORE, BE IT RESOLVED that the audited claims listed in the check register attachment are hereby approved for payment:

Check and wires:

153725-153838	\$ 879,313.36
2025132-2025148	215,642.12
801194-801201	<u>150,190.48</u>

Total	\$ 1,245,145.96
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Adopted this 5th day of May, 2025.

Deanna Werner, City Clerk

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153725	4/28/2025		1041 AMERICAN WATER WORKS							
		2,418.00	MEMBERSHIP RENEWAL		121900	SO227858	50605.6471		DUES & SUBSCRIPTIONS	WATER UTILITY
		2,418.00								
153726	4/28/2025		4059 ASCENT AVIATION GROUP, INC.							
		27,648.26	6500 GALLONS 100LL		121819	1104414	20202.6250		MERCHANDISE FOR RESALE	PARK LAND DEDICATION
		27,648.26								
153727	4/28/2025		4590 ATEC, LLC							
		375.00	DECOMMISS SQDLGTS #2169		121820	1592	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		375.00	DECOMISS SQDLGTS #2159		121820	1592	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		750.00								
153728	4/28/2025		9021 ATLAS STAFFING, INC.							
		772.80	NM TEMP-MOUA 4/12/25		121899	1308483	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		772.80	JC TEMP-MOUA 4/12/25		121899	1308483	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		1,545.60								
153729	4/28/2025		6287 AUTOMOTIVE REFLECTIONS							
		4,725.00	#322 ACCIDENT RPR LABOR		121821	177472	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		3,389.52	#322 ACCIDENT RPR MATERIAL		121821	177472	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		4,825.00	#306 ACCIDENT RPRS LABOR		121822	177478	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		4,810.69	#306 ACCIDENT RPRS MATERIAL		121822	177478	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		17,750.21								
153730	4/28/2025		5978 BAUER SERVICES							
		2,700.00	DISPOSE WTRMAIN MATERIALS		121823	04142025-7072	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		14,361.00	RPL SRV LINE-1215 HIGHLAND		121824	04142025-7073	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		17,061.00								
153731	4/28/2025		6676 BDS LAUNDRY MANAGEMENT CO							
		789.29	NM LAUNDRY RENT MAR25		121825	LMV434619	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		1,032.15	JC LAUNDRY RENT MAR25		121826	LMV434615	50678.6381		OTHER RENTALS	JOHN CARROLL APT BLDG
		1,821.44								
153732	4/28/2025		1093 BEACON ATHLETICS							
		940.00	PRO-STYLE BASE SET(4)		121827	0609959-IN	10340.6240		MINOR EQUIPMENT AND FURNITURE	PARKS FACILITIES AND MTNCE
		599.00	STREAMLINER 354		121827	0609959-IN	10340.6240		MINOR EQUIPMENT AND FURNITURE	PARKS FACILITIES AND MTNCE
		1,539.00								
153733	4/28/2025		10463 CASE, MATTHEW							

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153733	4/28/2025		10463 CASE, MATTHEW						Continued...	
		77.00	MN CHIEF ETI CONF REIMB		121901	04/15/2025	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		77.00								
153734	4/28/2025		1184 CINTAS CORPORATION #754							
		90.55	UNIFORMS/SHOP TOWELS		121828	4226647896	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		75.30	SAFETY RUGS		121829	4226820105	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		24.81	SAFETY MATS-LOBBY FD		121829	4226820105	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		190.66								
153735	4/28/2025		13523 CINTAS CORPORATION NO. 2							
		13.14	SUPPLIES FOR MED CABINET		121830	5262821806	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		13.14	SUPPLIES FOR MED CABINET		121830	5262821806	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		13.14	SUPPLIES FOR MED CABINET		121830	5262821806	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		13.14	SUPPLIES FOR MED CABINET		121830	5262821806	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		52.56								
153736	4/28/2025		11317 CUSTOM CAP & TIRE							
		333.85	TIRES #T-6		121831	270075233	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		333.85								
153737	4/28/2025		1242 DAKOTA COUNTY CDA							
		90,170.48	2024 LAHA LOAN IMPROVEMENT		121921	4/3/2025	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		30,000.00	2024 LAHA RADON TESTING		121921	4/3/2025	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		120,170.48								
153738	4/28/2025		1251 DAKOTA COUNTY PROPERTY TAXATION & RECORD							
		183.21	2025 ASMT FEES		121832	SA36	10150.6430		MISCELLANEOUS	FINANCE
		35.46	2025 ASMT FEES		121832	SA36	30318.6620		FISCAL AGENTS FEES	2012 GO LOCAL IMP BONDS
		1,294.29	2025 ASMT FEES		121832	SA36	30323.6620		FISCAL AGENTS FEES	2017B GO BONDS
		407.79	2025 ASMT FEES		121832	SA36	30324.6620		FISCAL AGENTS FEES	2019A GO BONDS
		289.59	2025 ASMT FEES		121832	SA36	40402.6430		MISCELLANEOUS	CAPITAL PROGRAMS FUND
		5.91	2025 ASMT FEES		121832	SA36	40410.6430		MISCELLANEOUS	LOCAL IMPROVEMENT CONST
		679.65	2025 ASMT FEES		121832	SA36	40432.6430		MISCELLANEOUS	2016 LOCAL IMPROVEMENTS
		29.55	2025 ASMT FEES		121832	SA36	40433.6430	201712	MISCELLANEOUS	2017 LOCAL IMPROVEMENTS
		472.80	2025 ASMT FEES		121832	SA36	40433.6430	201713	MISCELLANEOUS	2017 LOCAL IMPROVEMENTS
		35.46	2025 ASMT FEES		121832	SA36	40438.6430		MISCELLANEOUS	2022 LOCAL IMPROVEMENTS
		478.71	2025 ASMT FEES		121832	SA36	40439.6430	202312	MISCELLANEOUS	2023 LOCAL IMPROVEMENTS
		242.31	2025 ASMT FEES		121832	SA36	40440.6430	202401	MISCELLANEOUS	2024 LOCAL IMPROVEMENTS
		3,924.87	2025 ASMT FEES		121832	SA36	50600.6430		MISCELLANEOUS	UTILITY ADMINISTRATION
		8,079.60								

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153738	4/28/2025		1251 DAKOTA COUNTY PROPERTY TAXATION & RECORD						Continued...	
153739	4/28/2025		6407 DARTS							
		6,825.00	NM SVC COORD MAR25		121902	10515-113	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		6,825.00	JC SVC COORD MAR25		121902	10515-113	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		13,650.00								
153740	4/28/2025		6755 DAVEY TREE EXPERT COMPANY							
		1,000.00	DUMP BRUSH/DEBRIS APR25		121903	919355759	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		1,000.00								
153741	4/28/2025		9194 DRAIN BLASTERS BILL'S							
		545.00	CLN PLUMB VENTS/TOILET SEAL		121904	04172025	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		545.00								
153742	4/28/2025		1326 EARL F. ANDERSEN, INC							
		276.85	STREET SIGNS		121905	0139082-IN	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		276.85								
153743	4/28/2025		1350 EMERGENCY AUTOMOTIVE TECHNOLOGIES INC							
		1,257.75	SQD 54,51,60 (3) BUMPERS		121906	TC030425-54	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		1,482.75	SQD 54,51,60 (3) BMPER WRAP		121906	TC030425-54	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		1,010.25	SQD 54,51,60 (3) TRNSF KITS		121906	TC030425-54	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		525.33	SHIPPING		121906	TC030425-54	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		4,276.08								
153744	4/28/2025		1380 FACTORY MOTOR PARTS							
		141.06	BATTERY/RETD CORES		121907	1-Z36905	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		141.06								
153745	4/28/2025		11464 GERLACH OUTDOOR POWER EQT. INC.							
		23.84	FUEL PUMP/PRSSR WASHER		121908	280114	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		23.84								
153746	4/28/2025		1473 GERTEN GREENHOUSES INC. - 446133							
		181.65	LANDSCAPE TOPSOIL		121909	800421/6	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		305.37	WEED KILLER & FERTILIZER		121911	990903/6	20202.6220		REPAIR & MAINTENANCE SUPPLIES	PARK LAND DEDICATION
		487.02								
153747	4/28/2025		1485 GLOBE PRINTING & OFFICE SUPPLIES INC							
		212.15	#10 WINDOW ENVELOPES		121910	82759J	10140.6201		OFFICE SUPPLIES	CITY CLERK

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153747	4/28/2025		1485 GLOBE PRINTING & OFFICE SUPPLIES INC						Continued...	
		212.15								
153748	4/28/2025		7558 GO TOTALLY NUTS							
		128.40	ROASTED NUTS		121912	109873	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		128.40								
153749	4/28/2025		1505 GRAINGER							
		1,293.92	DOOR AT PD		121913	9459734647	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		1,293.92								
153750	4/28/2025		11834 GUARDIAN SUPPLY LLC							
		49.99	48-LONG SLV POLO&EMBROID		121914	20993	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		84.99	44-PANTS		121915	20992	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		134.98								
153751	4/28/2025		14464 HERITAGE CREST APARTMENTS, LLC							
		90.00	LICENSE FEE REFUND		121916	4-17-2025	10140.4238		RESIDENTIAL RENTAL HOUSING BUS	CITY CLERK
		90.00								
153752	4/28/2025		12847 HIRSHFIELDS							
		411.00	ATHLETIC FIELD STRIPE/PAINT		121917	0028765-IN	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		411.00								
153753	4/28/2025		1611 HOTSYS MINNESOTA							
		38.67	HOSE COUPLER PLUG&SOCK		121850	24914	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		38.67								
153754	4/28/2025		11377 KATH FUEL OIL SERVICE CO.							
		54.45	OIL		121851	822819	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		609.25	DYED DIESEL		121852	822968	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		278.21	GASOLINE		121853	822969	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		941.91								
153755	4/28/2025		1803 LANGUAGE LINE SERVICES							
		991.58	OTP TRANSLATION		121856	11567217	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		991.58								
153756	4/28/2025		1811 LAWSON PRODUCTS INC.							
		647.88	BLOW GUN/AIRHOSE/ETC		121854	9312392070	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		100.21	SAFETY AIR COUPLER		121855	9312403560	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153756	4/28/2025		1811 LAWSON PRODUCTS INC.						Continued...	
		748.09								
153757	4/28/2025		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		13.00	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10110.6150		WORKERS COMPENSATION	MAYOR AND COUNCIL
		425.50	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10120.6150		WORKERS COMPENSATION	CITY ADMINISTRATION
		188.50	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10125.6150		WORKERS COMPENSATION	HUMAN RESOURCES
		157.00	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10140.6150		WORKERS COMPENSATION	CITY CLERK
		322.50	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10150.6150		WORKERS COMPENSATION	FINANCE
		245.75	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10160.6150		WORKERS COMPENSATION	INFORMATION TECHNOLOGY
		9.75	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10170.6150		WORKERS COMPENSATION	RECYCLING PROGRAM
		61,084.25	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10210.6150		WORKERS COMPENSATION	POLICE PROTECTION
		653.00	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10315.6150		WORKERS COMPENSATION	ENGINEERING
		7,973.00	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10320.6150		WORKERS COMPENSATION	PUBLIC WORKS
		894.25	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10330.6150		WORKERS COMPENSATION	BUILDINGS
		6,517.00	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10340.6150		WORKERS COMPENSATION	PARKS FACILITIES AND MTNCE
		399.00	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10410.6150		WORKERS COMPENSATION	DEVELOPMENT SERVICES
		131.50	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10420.6150		WORKERS COMPENSATION	CODE ENFORCEMENT
		215.25	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10520.6150		WORKERS COMPENSATION	PARKS ADMINISTRATION
		392.50	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10527.6150		WORKERS COMPENSATION	SPLASH POOL
		418.50	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10528.6150		WORKERS COMPENSATION	NORTHVIEW POOL
		210.50	QUARTERLY WC PREMIUM		121920	10002446 04/04/2025	10529.6150		WORKERS COMPENSATION	RECREATIONAL PROGRAMS
		101.75	QUARTERLY WC PREMIUM		121920	10002446	10530.6150		WORKERS COMPENSATION	COMMUNITY AFFAIRS

Council Check Register by GL
Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153757	4/28/2025		1813 LEAGUE OF MN CITIES INSURANCE TRUST						Continued...	
						04/04/2025				
		2,955.25	QUARTERLY WC PREMIUM		121920	10002446	20243.6150		WORKERS COMPENSATION	DOUG WOOG ARENA
						04/04/2025				
		2,839.25	QUARTERLY WC PREMIUM		121920	10002446	20245.6150		WORKERS COMPENSATION	AIRPORT
						04/04/2025				
		44.00	QUARTERLY WC PREMIUM		121920	10002446	20260.6150		WORKERS COMPENSATION	HOUSING GENERAL
						04/04/2025				
		318.00	QUARTERLY WC PREMIUM		121920	10002446	20261.6150		WORKERS COMPENSATION	HOUSING-ADMIN SAL&BENEFITS
						04/04/2025				
		163.50	QUARTERLY WC PREMIUM		121920	10002446	20267.6150		WORKERS COMPENSATION	HOUSING-NM SAL&BENEFITS
						04/04/2025				
		171.00	QUARTERLY WC PREMIUM		121920	10002446	20268.6150		WORKERS COMPENSATION	HOUSING-JC SAL&BENEFITS
						04/04/2025				
		61.50	QUARTERLY WC PREMIUM		121920	10002446	20280.6150		WORKERS COMPENSATION	ECON DEV GENERAL
						04/04/2025				
		163.75	QUARTERLY WC PREMIUM		121920	10002446	50600.6150		WORKERS COMPENSATION	UTILITY ADMINISTRATION
						04/04/2025				
		1,209.75	QUARTERLY WC PREMIUM		121920	10002446	50605.6150		WORKERS COMPENSATION	WATER UTILITY
						04/04/2025				
		1,231.25	QUARTERLY WC PREMIUM		121920	10002446	50606.6150		WORKERS COMPENSATION	SEWER UTILITY
						04/04/2025				
		1,125.25	QUARTERLY WC PREMIUM		121920	10002446	60703.6150		WORKERS COMPENSATION	CENTRAL GARAGE FUND
						04/04/2025				
		90,635.00								
153758	4/28/2025		3578 MCNAMARA CONTRACTING, INC.							
		1,246.00	HYDRANT METER DEPOSIT		121859	7/8/24	50605.2205		DEPOSITS	WATER UTILITY
		300.00	WATER DEPOSIT		121859	7/8/24	50605.2205		DEPOSITS	WATER UTILITY
		449.08-	WATER USED (109,000X4.12)		121859	7/8/24	50605.4720		COMMERCIAL/INDUSTRIAL	WATER UTILITY
		36.49-	WATER SALES TAX		121859	7/8/24	50605.2081		DUE TO OTHER GOVT-SALES	WATER UTILITY
		1,060.43								
153759	4/28/2025		13330 MEDICA							
		130,567.78	HEALTH PREMIUM MAY 2025		121924	563201270891	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		372.00	MHR INVEST FEE MAY 2025		121924	563201270891	10125.6375		OTHER CONTRACTED SERVICES	HUMAN RESOURCES
		130,939.78								
153760	4/28/2025		1911 MENARDS, INC-WEST ST PAUL							
		57.45	POTHOLE PATCH		121860	8840	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		13.99	WOODEN DOLLY		121861	8929	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE

Council Check Register by GL
Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153760	4/28/2025		1911 MENARDS, INC-WEST ST PAUL						Continued...	
		23.96	SILICONE		121862	8917	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		35.25	WIRE CONN/ELECTAPE/GLOVES		121863	9018	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		18.36	CLEANING SUPPLY		121864	9015	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		115.46	BRUSHES/POLY/SPRYR/ETC		121865	8817	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>264.47</u>								
153761	4/28/2025		10827 METRO ELEVATOR							
		887.03	ELEVATOR REPAIR		121866	98626	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		<u>887.03</u>								
153762	4/28/2025		1926 METROPOLITAN COUNCIL ENVIRONMENT SVCS							
		304,761.97	MAY 2025 SEWER SERVICE		121867	0001185301	50606.6376		METRO WASTE CONTROL COMMISSION	SEWER UTILITY
		<u>304,761.97</u>								
153763	4/28/2025		6712 MIDWEST LIGHTING PRODUCTS							
		90.50	JC SUPP/LIGHT BULBS		121868	00073835	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>90.50</u>								
153764	4/28/2025		1987 MINNESOTA DEPARTMENT OF HEALTH							
		150.00	PLAN REVIEW (WTRMAIN PLAN)		121869	04/17/2025	40440.6302	202503	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		<u>150.00</u>								
153765	4/28/2025		14383 NFI, INC.							
		4.98	LIQUID HAND SOAP(2)		121871	551403/D	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>4.98</u>								
153766	4/28/2025		9671 NIEBUR TRACTOR & EQUIPMENT, INC							
		701.76	MOWER BLADES		121872	01-206969	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>701.76</u>								
153767	4/28/2025		5682 NITTI SANITATION							
		280.67	TRASH SVC-CITY HALL		121873	749708	10330.6379		CONT SERV/REFUSE & SANITATION	BUILDINGS
		50.00	TRASH SVC-PUBLIC WORKS		121874	748491	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		87.04	TRASH SVC-AIRPORT		121875	749709	20245.6379		CONT SERV/REFUSE & SANITATION	AIRPORT
		250.94	TRASH SVC-KAPOSIA PARK		121876	749711	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		32.99	TRASH SVC CITY HALL		121877	748493	10330.6379		CONT SERV/REFUSE & SANITATION	BUILDINGS
		<u>701.64</u>								
153768	4/28/2025		2166 O'REILLY AUTO PARTS							
		39.98	GEAR OIL		121878	1767-417782	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153768	4/28/2025		2166 O'REILLY AUTO PARTS						Continued...	
		39.98								
153769	4/28/2025		9082 PEOT, ERIC							
		325.95	30-PANTS & POLOS		121919	04/11/2025	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		325.95								
153770	4/28/2025		2240 PLUNKETT'S PEST CONTROL, INC.							
		115.09	PEST CONTROL-CITY HALL		121880	9088816	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		69.72	PEST CONTROL-KAPOSIA PARK		121881	9089888	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		91.50	PEST CONTROL-PUBLIC WORKS		121882	9082910	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		276.31								
153771	4/28/2025		13979 SAFETY-KLEEN SYSTEMS INC							
		94.31	SHORT PD TAX,CREDIT TWICE		121883	4/10/25	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		94.31								
153772	4/28/2025		5278 SALMEY, DANIEL							
		77.00	MN CHIEF ETI CONF REIMB		121884	04/15/2025	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		77.00								
153773	4/28/2025		2408 SCHINDLER ELEVATOR CORPORATION							
		2,943.07	JC ELEVATOR SVC 4/7/25		121885	7154147888	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		538.73	NM SM ELEVATOR SVC		121886	7154149040	50677.6371.040		MTNCE-ELEVATOR MTNCE	NAN MCKAY APT BLDG
		3,481.80								
153774	4/28/2025		2633 SHERWIN-WILLIAMS CO., THE							
		307.49	PAINT FOR FD		121887	3276-0	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		307.49								
153775	4/28/2025		2464 SHORT ELLIOTT HENDRICKSON INC							
		19,213.25	SSTPA WELL 3 CONSTRUCTION		121888	485781	50605.6302	202311	PROFESSIONAL SERVICES	WATER UTILITY
		19,213.25								
153776	4/28/2025		4210 SUMMIT FIRE PROTECTION							
		1,184.15	ANNUAL INSP-FIRE EXT		121889	3154997	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		1,184.15								
153777	4/28/2025		13599 THE APPAREL LAB							
		800.00	SUMMER CAMP SHIRTS		121890	248827	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		1,561.00	COLOR RUN SHIRTS		121891	248828	20215.6210	227685	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153777	4/28/2025		13599 THE APPAREL LAB						Continued...	
		2,361.00								
153778	4/28/2025		14773 THE LINCOLN NATIONAL LIFE INSURANCE CO							
		1,837.48	MAY25 LONG-TERM DISIBILITY		121922	04/22/2025	10101.2177		LONG-TERM DISABILITY	GENERAL FUND
		2,723.60	MAY25 GROUP/AD&D/VOLUNTRY		121922	04/22/2025	10101.2178		LIFE INSURANCE	GENERAL FUND
		1,656.85	MAY25 SHORT-TERM DISIBILITY		121922	04/22/2025	10101.2185		SHORT TERM DISABILITY	GENERAL FUND
		6,217.93								
153779	4/28/2025		14854 THE LINCOLN NATIONAL LIFE INSURANCE CO							
		353.30	MAY25 CRITICAL ILLNESS		121923	4876668	10101.2183		HARTFORD CRITICAL ILLNESS	GENERAL FUND
		415.19	MAY25 ACCIDENT INSURANCE		121923	4876668	10101.2184		HARTFORD ACCIDENT POLICY	GENERAL FUND
		285.13	MAY25 HOSPITAL INDEMNITY		121923	4876668	10101.2186		HEALTH INDEMNITY	GENERAL FUND
		1,053.62								
153780	4/28/2025		4658 TOTAL TOOL SUPPLY, INC.							
		343.32	TRIMMER & BATTERY		121892	01679987	20202.6220		REPAIR & MAINTENANCE SUPPLIES	PARK LAND DEDICATION
		343.32								
153781	4/28/2025		2677 TRI STATE BOBCAT INC							
		189.16	MULCH BLADES		121893	A47484	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		142.08	OIL-2 CYCLE		121894	A47487	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		177.72	WHEEL SPCR/NUT/SCRW/CHAIN		121895	A47590	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		508.96								
153782	4/28/2025		2693 TWIN CITY JANITOR SUPPLY, INC.							
		763.58	LINER/WIPE/CLNR/FRSHNR		121896	184411	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		763.58								
153783	4/28/2025		2788 WATSON COMPANY							
		169.10	CONCESSIONS		121897	148947	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		169.10								
153784	4/28/2025		2814 WICKE, BRIAN J.							
		77.00	MN CHIEF ETI CONF REIMB		121898	04/18/2025	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		77.00								
153785	5/2/2025		13118 LAW ENFORCEMENT LABOR SERVICES							
		2,190.00			122026	04292513534517	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		2,190.00								

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153786	5/2/2025		1842 LOCAL 120						Continued...	
		2,814.00			122030	0429251353454	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		2,814.00								
153787	5/5/2025		2767 ALLSTATE PETERBILT OF SOUTH ST. PAUL							
		54.62	FILTER #L1		121935	3004724326	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		54.62								
153788	5/5/2025		1044 ANCOM COMMUNICATIONS							
		1,130.00	INSTALL RADIOS #332, #333		121936	127377	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		1,130.00								
153789	5/5/2025		5746 ASPEN MILLS, INC							
		54.70	08-GLOVE & BELT KEEPER		122017	352929	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		54.70								
153790	5/5/2025		9021 ATLAS STAFFING, INC.							
		772.80	NM TEMP MOUA 4/18/25		121999	1308515	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		772.80	JC TEMP MOUA 4/18/25		121999	1308515	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		1,545.60								
153791	5/5/2025		14840 AUFDERWORLD CORPORATION							
		195.00	AUDIO SYST REPAIR		121937	SI-157248	10160.6302		PROFESSIONAL SERVICES	INFORMATION TECHNOLOGY
		195.00								
153792	5/5/2025		14728 CARGORAXX LLC							
		7,274.90	SQD TRUNK ORGANIZER X3		121946	3002	20212.6580	227684	OTHER EQUIPMENT	GRANTS/DONATIONS POLICE
		7,274.90								
153793	5/5/2025		14348 CENTER FOR ENERGY AND ENVIRONMENT							
		250.00	PI: BROWN		121941	26338	20298.6375		OTHER CONTRACTED SERVICES	HOUSING REINVESTMENT
		250.00								
153794	5/5/2025		1184 CINTAS CORPORATION #754							
		90.55	UNIFORMS & SHOP TOWELS		121942	4227342855	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		90.55								
153795	5/5/2025		10675 CITY OF BLOOMINGTON							
		280.00	WATER TESTING		121943	24914	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		280.00								

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153796	5/5/2025		10850 CONTROLOGIX SERVICES, LLC						Continued...	
		768.61	RPL CARD READER AT PD		121944	25-074	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		768.61								
153797	5/5/2025		7448 CURTIS, ROOSEVELT							
		231.63	NM#601 MOVE OUT REFUND		122010	01292025	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG
		231.63								
153798	5/5/2025		9238 DALCO ENTERPRISES, INC							
		1,162.86	VACUUMS		121945	4364930	20243.6240		MINOR EQUIPMENT AND FURNITURE	DOUG WOOG ARENA
		1,162.86								
153799	5/5/2025		1265 DANNER INC.							
		413.70	REFUND FOR 600 VERDEROSA		122014	04282025	50605.2010		REFUNDS	WATER UTILITY
		413.70								
153800	5/5/2025		14802 DOMEIER PAINTING LLC							
		523.00	JC#707 PAINT-UNIT TURN		121949	91100423	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		506.00	JC#508 PAINT-UNIT TURN		121949	91100423	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		1,029.00								
153801	5/5/2025		1400 FERGUSON WATERWORKS #2518							
		4,665.07	1-1/2" WATER METERS		121950	0545317	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		4,665.07								
153802	5/5/2025		4725 FIRST SUPPLY LLC - TWIN CITIES							
		27.00	TOILET RPR KIT/VALVE RPR KIT		121951	3731303-00	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		91.41	DESCALER		121952	3725133-01	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		128.89	TOILET BOWL		121953	3736190-00	10340.6240		MINOR EQUIPMENT AND FURNITURE	PARKS FACILITIES AND MTNCE
		27.46	TOILET SEAT		121953	3736190-00	10340.6240		MINOR EQUIPMENT AND FURNITURE	PARKS FACILITIES AND MTNCE
		274.76								
153803	5/5/2025		11464 GERLACH OUTDOOR POWER EQT. INC.							
		37.41	STARTER ASSY-LINE SPRAYER		121954	280686	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		37.41								
153804	5/5/2025		1473 GERTEN GREENHOUSES INC. - 446133							
		77.85	LANDSCAPING TOPSOIL		121955	800539/6	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		77.85								
153805	5/5/2025		1505 GRAINGER							

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153805	5/5/2025		1505 GRAINGER						Continued...	
		48.72	MOTION SNSR@VETS BATHROOM		121956	9471133620	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		97.44	MOTION SNSR-VETS BATHROOM		121957	9472841478	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		146.16								
153806	5/5/2025		5857 GREATAMERICA FINANCIAL SERVICES							
		187.85	POSTAGE MACH RENT		122036	39093744	10150.6371		REPAIRS & MAINT CONTRACTUAL	FINANCE
		187.85								
153807	5/5/2025		10469 GRUENEWALD, MELISSA							
		496.13	47-UNI REIMB-DTF ASSIGNMENT		121958	04/24/2025	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		496.13								
153808	5/5/2025		6660 HAMERNICK DECORATING CENTER							
		2,321.38	JC #707 VINYL PLANK-MOVE IN		122000	CG522556	50678.6560	229057	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		346.26	JC#912 PLANK/BASE/MOVE IN		122001	CG522911	50678.6560	229057	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		2,667.64								
153809	5/5/2025		1546 HANCO CORPORATION							
		450.40	TIRES #T-5		121959	214317-00	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		450.40	TIRES #T6		121960	215585-00	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		112.60	SPARE TIRE		121961	216125-00	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,013.40								
153810	5/5/2025		1556 HAWKINS, INC.							
		2,607.13	HYDROFLUOSILICIC ACID		121962	7029469	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		2,607.13								
153811	5/5/2025		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		245.29	JC-FIDO BAG/DR STOP/SHWR HD		121963	9236138300	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		94.75	JC HANDWASH/LYSOL		122002	9236198665	50678.6211		CLEANING SUPPLIES	JOHN CARROLL APT BLDG
		83.28	JC LOBBY BROOM/DUST PAN		122003	9236229877	50678.6211		CLEANING SUPPLIES	JOHN CARROLL APT BLDG
		34.38	JC HARDWARE		122004	9236229876	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		55.41	JC ANGLE BROOM		122005	9236273585	50678.6211		CLEANING SUPPLIES	JOHN CARROLL APT BLDG
		513.11								
153812	5/5/2025		13789 HENRICKSEN PSG							
		2,023.44	MONITOR ARMS		121947	779816	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		2,023.44								
153813	5/5/2025		14874 JEFFERSON, BENJAMIN							

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153813	5/5/2025		14874 JEFFERSON, BENJAMIN						Continued...	
		678.01	JC#508 MOVE OUT REFUND		122011	02242025	50678.1101		ACCOUNTS RECEIVABLE	JOHN CARROLL APT BLDG
		678.01								
153814	5/5/2025		6642 JOHNSON CONTROLS, INC							
		3,142.48	NM RPL (2) BLOWER MOTORS		121948	1-135592554185	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		2,598.80	NM SVC AGREE 5/1-7/31/25		122006	1-135595132742	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		3,898.20	JC SVC AGREE 5/1-7/31/25		122006	1-135595132742	50678.6560		BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		9,639.48								
153815	5/5/2025		1740 KIMLEY-HORN AND ASSOCIATES, INC.							
		7,594.88	VERDEROSA AVE EXTENSION		122038	31447014	40440.6302	202402	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		7,594.88								
153816	5/5/2025		14786 KLETSCHKA INSPECTIONS LLC							
		3,409.60	ELEC INSPECTIONS APR25		122015	4/28/25	10420.6302		PROFESSIONAL SERVICES	CODE ENFORCEMENT
		3,409.60								
153817	5/5/2025		6281 LIGHTNING DISPOSAL, INC.							
		585.12	TRASH SVC-PUBLIC WORKS		121964	0000760729	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		585.12								
153818	5/5/2025		14875 LONGLIN, JANICE							
		661.53	JC #707 MOVE OUT REFUND		122012	02202025	50678.1101		ACCOUNTS RECEIVABLE	JOHN CARROLL APT BLDG
		661.53								
153819	5/5/2025		1911 MENARDS, INC-WEST ST PAUL							
		49.49	MOTION/OCC SENSOR		121966	9278	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		123.47	ROOF VENT/FLASHING/CEMENT		121967	9136	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		29.88	REBAR		121968	9229	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		89.94	POTHOLE PATCH		121969	9135	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		68.94	POTHOLE PATCH		121970	9141	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		46.99	WOOD MULCH/PREEN		121971	9145	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		96.70	LIBRARY-SEALANT/TAPE/ROOFNAIL		121972	9197	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		111.76	LIBRARY-ROOF SUPP/KNIFE		121973	9230	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		617.17								
153820	5/5/2025		1926 METROPOLITAN COUNCIL ENVIRONMENT SVCS							
		475.00	PERMIT FEE/VACTOR		121974	0001186292	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		475.00								

Council Check Register by GL
Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153821	5/5/2025		1444 MIDWEST MACHINERY CO						Continued...	
		1,890.57	RPR VALVE #3046R-18		121975	10418608	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		1,890.57								
153822	5/5/2025		1953 MIKE McPHILLIPS INC							
		620.81	CABLEWRAP BROOM/WRENCH		121976	5180	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		190.00	SVC #305		121976	5180	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		810.81								
153823	5/5/2025		9298 NAPA NEWPORT							
		117.35	OIL & AIR FILTERS		121977	149836	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		47.64	OIL FILTER #L1		121978	149762	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		21.32	OIL FILTERS		121979	149406	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		10.64	FUEL FILTERS		121980	148222	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		206.82	OIL,AIR,FUEL FILTERS/SEALS		121981	149607	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		51.96	GLOVES		121982	149569	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		455.73								
153824	5/5/2025		2149 OFFICE OF MNIT SERVICES							
		349.07	STATE PHONE CONNECT		121983	W25030613	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		157.54	STATE PHONE AIRPORT		121983	W25030613	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		702.00	ANTIVIRUS		121984	25030584	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		1,208.61								
153825	5/5/2025		14810 ON SITE COMPANIES INC.							
		69.00	LIBRARY TEMP HEAT		121985	0001876551	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		69.00								
153826	5/5/2025		7383 PETERSON COMPANIES, INC.							
		1,089.00	STARTED PUMP@SEIDLS LAKE		121986	58999	50610.6371		REPAIRS & MAINT CONTRACTUAL	STORM WATER UTILITY
		1,089.00								
153827	5/5/2025		2240 PLUNKETT'S PEST CONTROL, INC.							
		197.15	PEST CONTROL-BAIT SEWERS		121987	9096459	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		30.09	PEST CONTROL WELL #4		121988	9101586	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		31.16	PEST CONTROL-MCMARROW		121989	9101768	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		258.40								
153828	5/5/2025		2098 RENT N SAVE PORTABLE SERVICES							
		470.00	MARCH 2025 PORTABLE TOILETS		121990	82310	10520.6381		OTHER RENTALS	PARKS ADMINISTRATION
		470.00								

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153828	5/5/2025		2098 RENT N SAVE PORTABLE SERVICES						Continued...	
153829	5/5/2025		14876 ROGERS, STEVEN							
		5,000.00	PRIVATE II SAN SERV LINING		122013	1100	10315.6371	202406	REPAIRS & MAINT CONTRACTUAL	ENGINEERING
		5,000.00								
153830	5/5/2025		2389 SAINT PAUL PUBLISHING COMPANY							
		58.81	NM SR PH NWSPPR MAY25		122007	33930	50677.6341		ADVERTISING	NAN MCKAY APT BLDG
		58.82	JC SR PH NWSPPR MAY25		122007	33930	50678.6341		ADVERTISING	JOHN CARROLL APT BLDG
		117.63								
153831	5/5/2025		11845 SATIN TOUCH, INC.							
		615.00	JC#912 PAINT-UNIT TURN		121991	1058819	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		615.00								
153832	5/5/2025		2408 SCHINDLER ELEVATOR CORPORATION							
		3,443.67	JC SVC ELEC COMPONENT		122008	7154150608	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		3,443.67								
153833	5/5/2025		6703 SENTRY SYSTEMS, INC							
		30.95	NM MONITOR SYST MAY 25		122009	801644	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		30.95	JC MONITOR SYST MAY 25		122009	801644	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		61.90								
153834	5/5/2025		2632 SHERWIN-WILLIAMS CO., THE							
		128.47	PAINT		121992	2652-1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		128.47								
153835	5/5/2025		2561 STATE OF MINNESOTA DEPT OF PUBLIC SAFETY							
		5.00	REQUEST CRASH RECORD REPORT		122016	4/24/25	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		5.00								
153836	5/5/2025		3646 U.S. BANK EQUIPMENT FINANCE							
		112.00	COPIER LEASE		121994	553796400	10160.6210		OPERATING SUPPLIES	INFORMATION TECHNOLOGY
		112.00								
153837	5/5/2025		2744 VAN PAPER COMPANY							
		313.71	PPR TWL/TP/LINERS		121995	103818	10330.6210		OPERATING SUPPLIES	BUILDINGS
		313.71								
153838	5/5/2025		2849 XCEL ENERGY							

Council Check Register by GL
Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
153838	5/5/2025		2849 XCEL ENERGY						Continued...	
		64.02	LGTS @336 CONCORD EXCH		121996	51-0014881334-6 4/25/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		13,791.84	WATER UTILITY FUND		121997	51-5844319-7 4/24/25	50605.6385		UTILITY SERVICE	WATER UTILITY
		31.57	ELEC CHGS-252 CONCORD EXCH		121998	51-0015062554-7 4/23/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		<u>13,887.43</u>								
801194	4/28/2025		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS							
		189.00	APPL SUP-UB (RETIRES)		121858	136028	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		9,678.00	APPL SUP-FINANCIAL		121858	136028	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		2,913.00	APPL SUP-HUBBLE/INSIGHT		121858	136028	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		8,463.00	APPL SUP-PAYROLL/HR		121858	136028	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		7,360.00	APPL SUP-POLICE MCD		121858	136028	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		1,238.00	APPL SUP-PS RECORDS		121858	136028	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		6,641.00	APPL SUP-PARK&REC		121858	136028	10520.6371		REPAIRS & MAINT CONTRACTUAL	PARKS ADMINISTRATION
		12,250.00	APPL SUP-GIS BASE		121858	136028	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		6,814.00	SECAAS-SECURITY		121858	136028	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		10,085.00	APPL SUP-PIMS		121858	136028	10410.6375		OTHER CONTRACTED SERVICES	DEVELOPMENT SERVICES
		738.00	APPL SUP-PIMS BUSINESS LICENSE		121858	136028	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		738.00	APPL SUP-PIMS CODE ENF		121858	136028	10420.6375		OTHER CONTRACTED SERVICES	CODE ENFORCEMENT
		738.00	APPL SUP-PIMS EPERMITS		121858	136028	10410.6375		OTHER CONTRACTED SERVICES	DEVELOPMENT SERVICES
		3,960.00	APPL SUP-INTERNET-IRONPORT		121858	136028	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		9,548.00	APPL SUP-IP TELEPHONY		121858	136028	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		10,608.00	HOSTED BACKUP		121858	136028	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		1,330.00	HOSTED SEIM		121858	136028	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		1,140.00	HOSTED WIRELESS NETWORK		121858	136028	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		3,218.00	FIBER MAINT		121858	136028	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		10,638.00	HOSTED ESXI		121858	136028	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		395.00	HOSTED SVR-SSP-FORMS01		121858	136028	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		<u>18,661.00</u>	APPL SUP-UTILITY BILLING		121858	136028	50600.6302		PROFESSIONAL SERVICES	UTILITY ADMINISTRATION
		127,343.00								
801195	4/28/2025		6458 NELSON, MITCHELL							
		<u>107.18</u>	28-DRESS SHOES & SOCKS		121870	04/12/2025	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		107.18								
801196	5/2/2025		1818 LELS LOCAL 95							
		<u>101.50</u>			122029	0429251353453	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		101.50								

Council Check Register by GL
Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
801196	5/2/2025		1818 LELS LOCAL 95						Continued...	
801197	5/2/2025		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		964.34			122031	0429251353455	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		964.34								
801198	5/2/2025		2243 POLICE FLOWER FUND							
		40.00			122024	04292513534515	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		40.00								
801199	5/5/2025		3632 BOLTON & MENK, INC.							
		2,330.00	2024 LOCAL IMP PROF SVCS		121938	0360342	40440.6302	202405	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		2,641.96	2024 LOCAL IMP PROF SVCS		121939	0360343	40440.6302	202405	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		390.00	2023 LOCAL IMP PROF SVCS		121940	0360341	40439.6302	202312	PROFESSIONAL SERVICES	2023 LOCAL IMPROVEMENTS
		5,361.96								
801200	5/5/2025		1825 LEVANDER, GILLEN & MILLER PA							
		1,500.00	MAR 25 LEGAL		121965	03-31-25-41000E	10130.6306		PROFESSIONAL SVCS - RETAINER	CITY ATTORNEY
		6,296.00	MAR 25 LEGAL		121965	03-31-25-41000E	10130.6302		PROFESSIONAL SERVICES	CITY ATTORNEY
		2,440.50	MAR 25 LEGAL - SANIMAX LIT		121965	03-31-25-41000E	10130.6375		OTHER CONTRACTED SERVICES	CITY ATTORNEY
		500.00	MAR 25 LEGAL - 1805 5TH ST S		121965	03-31-25-41000E	10101.2205	100275	DEPOSITS	GENERAL FUND
		95.00	MAR 25 LEGAL		121965	03-31-25-41000E	20245.6302		PROFESSIONAL SERVICES	AIRPORT
		2,425.00	MAR 25 LEGAL		121965	03-31-25-41000E	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		68.00	MAR 25 LEGAL - TAXIWAY A		121965	03-31-25-41000E	40404.6302	AIR203	PROFESSIONAL SERVICES	AIRPORT CAPITAL FUND
		38.00	MAR 25 LEGAL-HARDMAN TRI		121965	03-31-25-41000E	40494.6302		PROFESSIONAL SERVICES	HARDMAN TRIANGLE TIF
		2,580.00	MAR 25 LEGAL - 1443 EVANS		121965	03-31-25-41000E	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		15,942.50								
801201	5/5/2025		2585 STREICHER'S - MINNEAPOLIS							
		330.00	25-VEST CARRIER		121993	11755836	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		330.00								
2025132	4/21/2025		2013 MINNESOTA REVENUE (C)							
		477.71	SALES TAX MAR 2025		121925	MAR 2025	10101.2081		DUE TO OTHER GOVT-SALES	GENERAL FUND
		.25-	SALES TAX MAR 2025		121925	MAR 2025	10101.4673		CASH OVER/SHORT	GENERAL FUND
		2,732.76	SALES TAX MAR 2025		121925	MAR 2025	20243.2081		DUE TO OTHER GOVT-SALES	DOUG WOOG ARENA
		121.58	SALES TAX MAR 2025		121925	MAR 2025	20245.2081		DUE TO OTHER GOVT-SALES	AIRPORT
		334.20	SALES TAX MAR 2025		121925	MAR 2025	50605.2081		DUE TO OTHER GOVT-SALES	WATER UTILITY
		3,666.00								
2025133	4/23/2025		14645 MEDSURETY, LLC							

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2025133	4/23/2025		14645 MEDSURETY, LLC						Continued...	
		84.00	FSA REIMB-HEALTH 2025		121926	04/22/2025	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		84.00								
2025134	4/21/2025		6037 HEALTHPARTNERS-DENTAL							
		2,926.37	DENTAL CLAIMS PAID		121927	04/10/25-04/16/25	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		2,926.37								
2025135	5/1/2025		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		1,071.95			121931	0423251212344	10101.2175		OTHER RETIREMENT	GENERAL FUND
		1,071.95								
2025136	5/1/2025		2200 PERA							
		566.51			121932	0423251212345	10101.2174		PERA	GENERAL FUND
		566.51								
2025137	5/1/2025		1338 EFTPS							
		207.03			121928	0423251212341	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		822.34			121929	0423251212342	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		1,029.37								
2025138	5/1/2025		2013 MINNESOTA REVENUE (C)							
		155.37			121930	0423251212343	10101.2172		STATE WITHHOLDING	GENERAL FUND
		155.37								
2025139	4/25/2025		14645 MEDSURETY, LLC							
		576.93	FSA REIMB-DEPCARE 2025		121933	04/23/2025	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		201.19	FSA REUNB-HEALTH 2025		121933	04/23/2025	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		778.12								
2025140	5/2/2025		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		23.07			122019	04292513534510	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		749.42			122032	0429251353456	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		49.37			122033	0429251353457	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		216.88			122034	0429251353458	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		129.58			122035	0429251353459	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		1,168.32								
2025141	5/2/2025		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		3,675.00			122021	04292513534512	10101.2175		OTHER RETIREMENT	GENERAL FUND

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2025141	5/2/2025		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)						Continued...	
		3,675.00								
2025142	5/2/2025		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		15,466.88			122022	04292513534513	10101.2175		OTHER RETIREMENT	GENERAL FUND
		15,466.88								
2025143	5/2/2025		2200 PERA							
		77,306.94			122023	04292513534514	10101.2174		PERA	GENERAL FUND
		77,306.94								
2025144	5/2/2025		2748 MISSION SQUARE TRANSFER (EFT)							
		2,110.00			122025	04292513534516	10101.2175		OTHER RETIREMENT	GENERAL FUND
		2,110.00								
2025145	5/2/2025		14645 MEDSURETY, LLC							
		3,642.71			122027	04292513534518	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		3,642.71								
2025146	5/2/2025		1338 EFTPS							
		39,683.13			122018	0429251353451	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		42,469.76			122028	0429251353452	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		82,152.89								
2025147	5/2/2025		2013 MINNESOTA REVENUE (C)							
		18,527.55			122020	04292513534511	10101.2172		STATE WITHHOLDING	GENERAL FUND
		18,527.55								
2025148	4/28/2025		6037 HEALTHPARTNERS-DENTAL							
		1,314.14	DENTAL CLAIMS PAID		122037	04/17/25-04/23/25	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		1,314.14								
		1,245,145.96	Grand Total							
								Payment Instrument Totals		
								Checks	879,313.36	
								EFT Payments	215,642.12	
								A/P ACH Payment	150,190.48	
								Total Payments	1,245,145.96	



CITY COUNCIL AGENDA REPORT

DATE: May 5, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.C.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Business Licenses

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

The Municipal Code requires that all licenses are approved by the City Council and subject to submittal of insurance certificates, forms and background investigation, when required, prior to issuance. The attached listing contains new and/or renewal applications which have been applied for since the last City Council Meeting. These licenses will expire as indicated in the attached report.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Business Licenses May 5, 2025

Company	License Nbr	License Type	Exp Date	Street Number	Street Name	Unit
Kwik Trip, Inc.	00016101	Car Wash	5/31/2026	455	Concord St S	
MTMB, INC	00016104	Cigarette and Tobacco Sales	5/31/2026	1257	Thompson Ave	
Kwik Trip, Inc.	00016107	Cigarette and Tobacco Sales	5/31/2026	455	Concord St S	
Holiday Stationstores, LLC #464	00016108	Cigarette and Tobacco Sales	5/31/2026	1040	Concord St S	
MAC Enterprises LLC	00016110	Cigarette and Tobacco Sales	5/31/2026	501	Farwell Ave	
Bobylon Inc	00016112	Cigarette and Tobacco Sales	5/31/2026	1537	5th Ave S	
The Garden Bar LLC	00016117	Entertainment	5/31/2026	925	Concord St N	
Hrvatski Dom Assn.	00016118	Entertainment	5/31/2026	445	2nd Ave S	
AI's Corral Bar, Inc.	00016119	Entertainment	5/31/2026	440	Concord Exchange S	
Vision SDS Hospitality, LLC	00016120	Entertainment	5/31/2026	701	Concord St S	
Roger Pass	00016174	Housing Evaluator-TOS	5/31/2026			
Homtech, Inc.	00016177	Housing Evaluator-TOS	5/31/2026			
Marigold Home Inspections, LLC	00016179	Housing Evaluator-TOS	5/31/2026			
Patrick Leahy	00016184	Housing Evaluator-TOS/Rental	5/31/2026			
Aaron Michael Moser	00016188	Housing Evaluator-TOS/Rental	5/31/2026			
Concepts in Massage Therapy and Bodywork LTD.	00016142	Massage Therapy	5/31/2026	820	Concord St N	104
Elevated Massage	00016143	Massage Therapy	5/31/2026	1115	Southview Blvd	
Touch of Healing by Sondra	00016145	Massage Therapy	5/31/2026	1185	Concord St N	
Amber Rose Gallati	00016227	Massage Therapy	5/31/2026	1115	Southview Blvd	
Alyssa Kay Wegleitner	00015355	Rental Housing	5/31/2026	1514	Waterloo Ave	
BP Ventures, LLC	00015357	Rental Housing	5/31/2026	127	Warburton St W	
Michael J. Frankot	00015358	Rental Housing	5/31/2026	117	9th St S	
Nicholas Matthew Borscheid	00015364	Rental Housing	5/31/2026	102	11th Ave S	
Gregory & Lisa Swanson	00015375	Rental Housing	5/31/2026	213	Macarthur St E	
David Heinicke	00015377	Rental Housing	5/31/2026	767	10th Ave N	
Timberly Johnson	00015378	Rental Housing	5/31/2026	304	10th Ave S	
Anthony Properties Inc.	00015387	Rental Housing	5/31/2026	655	12th Ave N	
LaTarsha Bronaugh	00015390	Rental Housing	5/31/2026	345	12th Ave S	
Joseph P. Sporcic	00015399	Rental Housing	5/31/2026	541	16th Ave N	
Juan Paredes	00015400	Rental Housing	5/31/2026	640	16th Ave N	
Carole C. Bromley	00015403	Rental Housing	5/31/2026	754	17th Ave N	
Barbara J. Cubus	00015408	Rental Housing	5/31/2026	102	18th Ave S	

Company	License Nbr	License Type	Exp Date	Street Number	Street Name	Unit
Warren J. Bauerfeld	00015412	Rental Housing	5/31/2026	234	1st Ave S	
Paul Freeberg	00015415	Rental Housing	5/31/2026	356	1st Ave S	
James J. Slemec	00015425	Rental Housing	5/31/2026	935	20th Ave N	
T J Gibbs	00015426	Rental Housing	5/31/2026	253	20th Ave S	
Home Life LLC	00015431	Rental Housing	5/31/2026	301	2nd Ave S	
Chad Unseth	00015445	Rental Housing	5/31/2026	537	3rd Ave S	
Jeremy J. Millinczek	00015452	Rental Housing	5/31/2026	343	5th Ave S	
Pahola & Michael Clysdale	00015453	Rental Housing	5/31/2026	405	5th Ave S	
Gregory R. Cubus	00015465	Rental Housing	5/31/2026	439	7th Ave S	
Margaret R. Bordanea	00015468	Rental Housing	5/31/2026	1033	7th Ave S	
LJT Holdings, LLC	00015469	Rental Housing	5/31/2026	1037-1039	7th Ave S	
Jay Ragjieram	00015470	Rental Housing	5/31/2026	1344-1346	7th Ave S	
Patrick Dennis Bray	00015482	Rental Housing	5/31/2026	730-732	9th St S	
David Sames	00015491	Rental Housing	5/31/2026	227	Dale St E	
Dwane Properties, LLC	00015493	Rental Housing	5/31/2026	1005	Dwane St	
Joseph Gullerud	00015494	Rental Housing	5/31/2026	156	Frost St E	
William J. Millinczek	00015510	Rental Housing	5/31/2026	253-255	Park St W	
Charles & Kelly Spavin	00015511	Rental Housing	5/31/2026	1806	Pleasant Ave	
Legacy Enterprises, LLC	00015514	Rental Housing	5/31/2026	1516	Southview Blvd	
Legacy Enterprises, LLC	00015515	Rental Housing	5/31/2026	1520	Southview Blvd	
Ronald & Tammy Brummund	00015517	Rental Housing	5/31/2026	1810	Southview Blvd	
Patrick C. Simpson	00015522	Rental Housing	5/31/2026	265	Wentworth Ave	
Nash Golan Nasim	00015525	Rental Housing	5/31/2026	221	Grand Ave W	314
DAR Services of MN, LLP	00015528	Rental Housing	5/31/2026	1129-1131	Dale Pl	
Stephen & Amanda Deuth	00015533	Rental Housing	5/31/2026	1404-1406	Southview Blvd	
Darryl & Jo Ann Bunn	00015537	Rental Housing	5/31/2026	301	4th Ave S	
Deuth Enterprises LLC	00015546	Rental Housing	5/31/2026	417	11th Ave S	
Annie Chevalier	00015548	Rental Housing	5/31/2026	221	Grand Ave W	316
Justin Schleppenbach	00015559	Rental Housing	5/31/2026	2310	Francis St	
Catherine McFate	00015563	Rental Housing	5/31/2026	616	1st Ave S	
MNSF T2 SPE, LLC	00015565	Rental Housing	5/31/2026	257	Frost St W	
Dwane Properties, LLC	00015579	Rental Housing	5/31/2026	1009	Dwane St	
Karl & Renee Hendrickson	00015581	Rental Housing	5/31/2026	422	13th Ave N	

Company	License Nbr	License Type	Exp Date	Street Number	Street Name	Unit
James Albrecht	00015589	Rental Housing	5/31/2026	203	Richmond St W	
Christopher Boline	00015595	Rental Housing	5/31/2026	629	15th Ave N	
Kent D. Christophersen	00015597	Rental Housing	5/31/2026	603	8th Ave N	
Loren K. Jotblad	00015599	Rental Housing	5/31/2026	459	1st Ave S	
DRS Investments VII LLC	00015608	Rental Housing	5/31/2026	1034	8th Ave S	
DRS Investments VII LLC	00015617	Rental Housing	5/31/2026	1027	9th Ave S	
MNSF II W1 LLC	00015622	Rental Housing	5/31/2026	437	4th Ave S	
Lucien Bell Solefack	00015626	Rental Housing	5/31/2026	1623	Willis Ave	
Mark Stassen, Trustee	00015629	Rental Housing	5/31/2026	2208	Wentworth Ave	
Pro Operam Sub II, LLC	00015631	Rental Housing	5/31/2026	212	Warburton St W	
Jason Michael Kramber	00015641	Rental Housing	5/31/2026	716-718	13th Ave N	
Nordik Properties, LLC	00015643	Rental Housing	5/31/2026	223	8th Ave S	
Tonye E. Bobmanuel	00015647	Rental Housing	5/31/2026	2001	Butler Ave	
Frazier Recovery Home, LLC	00015648	Rental Housing	5/31/2026	1457	7th Ave S	
Richard J. Markun	00015661	Rental Housing	5/31/2026	103	10th Ave N	
Chaz J. Lasch	00015667	Rental Housing	5/31/2026	806	5th Ave S	
Kip L. Barnhill	00015673	Rental Housing	5/31/2026	248	22nd Ave S	
Tou Long Lee	00015683	Rental Housing	5/31/2026	326	1st Ave S	
Washington Tuan Nguyen	00015684	Rental Housing	5/31/2026	252	11th Ave S	
Kristina M. Frid	00015686	Rental Housing	5/31/2026	325	8th Ave S	
Joshua Andrew Sleper	00015694	Rental Housing	5/31/2026	641	4th Ave S	
Jeffrey Ronald Lee	00015696	Rental Housing	5/31/2026	409	7th Ave S	
Martha Johnson Bonneau	00015700	Rental Housing	5/31/2026	221	Grand Ave W	209
Taylor Arielle Benedict	00015701	Rental Housing	5/31/2026	1047	7th Ave S	
David Edward Savoie	00015703	Rental Housing	5/31/2026	538	17th Ave N	
DLP Properties	00015714	Rental Housing	5/31/2026	1203	Highland Ave	
Kaojia Vang	00015719	Rental Housing	5/31/2026	114	20th Ave N	
Jose Ruacho-Valtierrez	00015721	Rental Housing	5/31/2026	901	5th Ave S	
Timberly Johnson	00015727	Rental Housing	5/31/2026	340	5th Ave S	
Theodore James Byrne	00015730	Rental Housing	5/31/2026	319	2nd Ave S	
HPA II Borrower 2020-2 LLC	00015737	Rental Housing	5/31/2026	229	1st Ave S	
Ann Louise Keefe	00015738	Rental Housing	5/31/2026	452-454	10th Ave S	
Nathan Daniel Runke	00015748	Rental Housing	5/31/2026	1303	9th Ave S	

Company	License Nbr	License Type	Exp Date	Street Number	Street Name	Unit
Diego C. Romero	00015749	Rental Housing	5/31/2026	516	Stewart Ave	
Daniel James Tondra	00015753	Rental Housing	5/31/2026	1412	7th Ave S	
Pamela Sue Enlund	00015754	Rental Housing	5/31/2026	215	11th Ave S	
Keria Abdo Abbadulla	00015763	Rental Housing	5/31/2026	120	Frost St E	
Blessing Oluwagbemisola Ogunyemi	00015764	Rental Housing	5/31/2026	224	2nd Ave S	
Erin Paulsen	00015765	Rental Housing	5/31/2026	351	12th Ave N	
Andrew KK Everett	00015777	Rental Housing	5/31/2026	138	Dwane St	
Gino Ward	00015780	Rental Housing	5/31/2026	221	4th Ave S	
Andrew Charles Newton	00015785	Rental Housing	5/31/2026	961	Warner Ave	
River Oak Properties LLC	00015786	Rental Housing	5/31/2026	1156	8th Ave S	
Hanh B. Nguyen	00015787	Rental Housing	5/31/2026	233	7th Ave S	
Dat Vu	00015789	Rental Housing	5/31/2026	1209-1211	8th Ave S	
Stormlight Properties LLC	00015793	Rental Housing	5/31/2026	113-115	Stanley Ave	
Windy J Deng	00015800	Rental Housing	5/31/2026	852-854	21st Ave N	
John Brandon Dvorak	00015805	Rental Housing	5/31/2026	1615	Southview Blvd	
Sharon Genevieve Murphy	00015815	Rental Housing	5/31/2026	856-858	21st Ave N	
Juan & Karen Perez	00015824	Rental Housing	5/31/2026	219	5th Ave N	
Hanh Thuy Tuyet Nguyen	00015832	Rental Housing	5/31/2026	227	4th Ave S	
Jessamine Homes LLC	00015833	Rental Housing	5/31/2026	132	Warburton St W	
Michael Strunk	00015834	Rental Housing	5/31/2026	220-222	Buron Ln	
Samuel Frederick Ross	00015835	Rental Housing	5/31/2026	959	Logan Ln	
Ashley Autio	00015841	Rental Housing	5/31/2026	240	7th Ave S	
Bunny Dragon Holdings	00015843	Rental Housing	5/31/2026	356	5th Ave S	
Clarice Ann Wilson	00015847	Rental Housing	5/31/2026	1430	4th St N	
Isaac Edmund Blik	00015851	Rental Housing	5/31/2026	1215	6th Ave S	
Huy Dinh Nguyen	00015855	Rental Housing	5/31/2026	124	5th Ave N	
Lindsay Christine Gammon	00015859	Rental Housing	5/31/2026	615	Dwane St	
Bridge SFR IV Seed Borrower LLC	00015861	Rental Housing	5/31/2026	251	11th Ave N	
Everest Holdings LLC	00015870	Rental Housing	5/31/2026	1579	Willis Ave	
Leona Thao	00015875	Rental Housing	5/31/2026	619	3rd Ave S	
Jose Ruacho-Valtierrez	00015879	Rental Housing	5/31/2026	334	4th Ave S	
Steven Michael St Jacque	00015882	Rental Housing	5/31/2026	459	10th Ave S	

Company	License Nbr	License Type	Exp Date	Street Number	Street Name	Unit
David Schoenhofen	00015883	Rental Housing	5/31/2026	225	2nd Ave S	
MNSF T2 SPE, LLC	00015889	Rental Housing	5/31/2026	920	9th Ave S	
Michael Hanft	00015892	Rental Housing	5/31/2026	1303	8th Ave S	
Kayo Investment LLC	00015902	Rental Housing	5/31/2026	447	14th Ave N	
Mykola Lagutin	00015903	Rental Housing	5/31/2026	216	2nd Ave S	
Jaymes P. Bezdicek	00015904	Rental Housing	5/31/2026	258	13th Ave S	
Ying Xiong	00015905	Rental Housing	5/31/2026	750	11th Ave N	
2310 Kraft St., LLC	00015907	Rental Housing	5/31/2026	2310	Kraft St	
Giovanni Ranallo	00015908	Rental Housing	5/31/2026	702	6th Ave S	
Renee Bryan	00015909	Rental Housing	5/31/2026	141	8th Ave S	
Caleb Spore	00015916	Rental Housing	5/31/2026	215	5th Ave N	
True North Homes- Jessica Nehring	00015917	Rental Housing	5/31/2026	1554	Lincoln Park Dr	
Hector & Hilda Suarez	00015918	Rental Housing	5/31/2026	1004	Dwane St	
Stephen & Amanda Deuth	00015929	Rental Housing	5/31/2026	616	9th Ave N	
Marissa Sellner	00015935	Rental Housing	5/31/2026	826	21st Ave N	
DAR Services of MN, LLP	00015936	Rental Housing	5/31/2026	1125-1127	Dale Pl	
Ryan Anthony Kauck	00015939	Rental Housing	5/31/2026	1230	Dwane St	
Nessib Negusse	00015941	Rental Housing	5/31/2026	421	Marie Ave	
Debra Callahan	00015942	Rental Housing	5/31/2026	704	16th Ave N	
Adrian Ramos-Noguez	00015943	Rental Housing	5/31/2026	249	Spruce St E	
Jonathan Leroy Arnold	00015947	Rental Housing	5/31/2026	207-209	Poplar St W	
Aaron John Alms	00015957	Rental Housing	5/31/2026	842	21st Ave N	
Ruby & Serafin Ruiz	00015958	Rental Housing	5/31/2026	512	15th Ave N	
Kebron Mamo	00015962	Rental Housing	5/31/2026	201	4th Ave N	
Bernard Nkwango Fonkwa	00015964	Rental Housing	5/31/2026	1239	8th Ave S	
Ramon Abraham Estrada Marroquin	00015965	Rental Housing	5/31/2026	221	Grand Ave W	113
Anoulack Lucky Phousirith	00015969	Rental Housing	5/31/2026	800	8th Ave S	Unit 2
Rocio Alcaraz	00015971	Rental Housing	5/31/2026	425	16th Ave N	
Meghan Louise Wickstrom	00015973	Rental Housing	5/31/2026	129	9th Ave S	
Brian Zwart	00016226	Rental Housing	5/31/2026	336	2nd Ave S	
NorthGate Nine, LLC	00016228	Rental Housing	5/31/2026	259	9th Ave N	
SouthGate Six, LLC	00016229	Rental Housing	5/31/2026	226	6th Ave S	
Shannon Lynn Wright	00016230	Rental Housing	5/31/2026	236	6th Ave S	

Company	License Nbr	License Type	Exp Date	Street Number	Street Name	Unit
Lang Lang Guo	00015974	Rental Housing Multi Family Dwelling (4+)	5/31/2026	1560	Willis Ave	
Daniel Busse	00015976	Rental Housing Multi Family Dwelling (4+)	5/31/2026	219	4th Ave S	
Heritage Crest Apartments, LLC	00015980	Rental Housing Multi Family Dwelling (4+)	5/31/2026	225	3rd Ave S	
Keith P. Collins	00015998	Rental Housing Multi Family Dwelling (4+)	5/31/2026	101	15th Ave S	
Kryzer Properties, LLC	00015999	Rental Housing Multi Family Dwelling (4+)	5/31/2026	937	18th Ave N	
David Properties, Inc.	00016012	Rental Housing Multi Family Dwelling (4+)	5/31/2026	940	5th Ave S	
DAR Services of MN, LLP	00016023	Rental Housing Multi Family Dwelling (4+)	5/31/2026	1101	Dale Pl	
DAR Services of MN, LLP	00016024	Rental Housing Multi Family Dwelling (4+)	5/31/2026	1115	Dale Pl	
RST Group, LLP	00016048	Rental Housing Multi Family Dwelling (4+)	5/31/2026	832	Wentworth Ave	
Darrell L. Tutewohl	00016049	Rental Housing Multi Family Dwelling (4+)	5/31/2026	844	Wentworth Ave	
DRS Investments VII LLC	00016060	Rental Housing Multi Family Dwelling (4+)	5/31/2026	1040	8th Ave S	
DRS Investments VII LLC	00016061	Rental Housing Multi Family Dwelling (4+)	5/31/2026	1054	8th Ave S	
DRS Investments VII LLC	00016062	Rental Housing Multi Family Dwelling (4+)	5/31/2026	1041	9th Ave S	
DRS Investments VII LLC	00016063	Rental Housing Multi Family Dwelling (4+)	5/31/2026	1059	9th Ave S	
Kryzer Properties, LLC	00016064	Rental Housing Multi Family Dwelling (4+)	5/31/2026	449	12th Ave N	
Snowlight Properties, LLC	00016069	Rental Housing Multi Family Dwelling (4+)	5/31/2026	938	19th Ave N	
Lang Lang Guo	00016071	Rental Housing Multi Family Dwelling (4+)	5/31/2026	1300	Highland Ave	
Lang Lang Guo	00016079	Rental Housing Multi Family Dwelling (4+)	5/31/2026	930	Summit Ave	
Capital City Management, LLC	00016082	Rental Housing Multi Family Dwelling (4+)	5/31/2026	1551	Willis Ave	
C.L. Buron, LLC	00016092	Rental Housing Multi Family Dwelling (4+)	5/31/2026	251	Buron Ln	
Tonye E. Bobmanuel	00016096	Rental Housing Multi Family Dwelling (4+)	5/31/2026	838	Wentworth Ave	
Lightning Disposal Inc.	00016155	Trash Hauler	5/31/2026			
Aspen Waste Systems Inc.	00016157	Trash Hauler	5/31/2026	2951	Weeks Ave Se	
Walter's Recycling & Refuse Inc.	00016158	Trash Hauler	5/31/2026			
Inver Grove Sanitation	00016159	Trash Hauler	5/31/2026			
Nitti Sanitation, Inc.	00016162	Trash Hauler	5/31/2026			



CITY COUNCIL AGENDA REPORT

DATE: May 5, 2025
DEPARTMENT: Engineering
PREPARED BY:
AGENDA ITEM NUMBER: 8.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Proposal with WSB for Construction Materials Testing for the 4th Street S Rehabilitation Project

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve a proposal with WSB in the amount of \$14,565.00 to perform construction materials testing for the 4th Street S Rehabilitation Project.

OVERVIEW

McNamara Contracting received the construction contract for the 4th Street S Rehabilitation Project on April 7, 2025. Staff requires a firm to conduct construction materials testing throughout construction as standard practice.

Staff sent out a request for quotes to three qualified firms that perform this service. Three quotes were received, with the quote submitted by WSB being the lowest. Below is a summary of the quotes:

FIRM	QUOTE
WSB	\$14,565.00
Braun Intertec	\$15,962.00
American Engineering Testing	\$16,122.25

SOURCE OF FUNDS

Infrastructure Fund

ATTACHMENTS

1. WSB Submittal_South St. Paul - 2025-03 - 4th Street South - Materials Testing Services

April 16, 2025

Mr. Nick Guilliams, PE
City Engineer
City of South St. Paul 125
3rd Avenue South South
St. Paul, MN 55075



Re: Proposal for 4th Avenue South Rehabilitation Materials Testing Services
City Project 2025-03
South St. Paul, MN

Dear Mr. Guilliams,

WSB is pleased to present this estimate of services to provide construction materials testing in conjunction with the Request for Quote (RFQ) received from the City of South St. Paul for the 4th Ave South Rehabilitation project. Our cost estimate includes a description of our understanding of services to be provided and an estimate including the various services that may be rendered.

If you have any questions about this proposal, please feel free to contact Emily DeSchepper at 612.289.3048 or edeschepper@wsbeng.com.

ACCEPTANCE

This letter represents the entire understanding of the project scope. All work under this letter proposal will be governed by the Master Professional Services Agreement entered into between the City of South St. Paul and WSB on 22nd day of March 2023. If the scope and fee appear to be appropriate, please sign the space provided and return a copy with signature. We are available to being work once we have received signed authorization.

Sincerely,

WSB

Sam Lundquist
Area Materials Manager

Emily DeSchepper
Materials Project Manager

I hereby authorize WSB to proceed with the above referenced work under the terms and conditions of the Master Professional Services Agreement entered into between the City of South St. Paul and WSB on the 22nd day of March 2023.

Signature: _____

Name: _____

Title: _____

Date: _____



City of South St. Paul

4th Street South

2025-03

Construction Materials Testing Estimate of Costs (2024 SALT & Project Specifications)

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Gradation Testing								
3025	Aggregate Base	Random Sampling: > 250 CY (CV) or 500 Tons and < 2000 CY (CV) or 4000 Tons. Material is a minimum of one lot. Test two random samples from each lot and average.	CL 5: 300 T (Small Quantity)	0	1	\$165.00	\$0.00	\$165.00
3025	Select Granular Material	1 / 40,000 CY (CV)	88 CY (Small Quantity)	0	1	\$165.00	\$0.00	\$165.00
3025	Reclamation FDR	Test at Engineer's discretion. Inspect for oversize chunks (+3"), after the motor grader has overturned the material	10,596 SY	1	2	\$165.00	\$165.00	\$330.00
Total Minimum Cost for Section							\$165.00	
Total Probable Cost for Section							\$660.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Major Soil Types	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Proctor Test								
3260	Proctor Test	1 / Major soil type. Additionally, one for each granular material, if using specified density.	Trench Backfill Subgrade		0	\$250.00	\$0.00	\$0.00
Total Minimum Cost for Section							\$0.00	
Total Probable Cost for Section							\$0.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Compaction Testing - Nuclear Density Gauge and Dynamic Cone Penetrometer								
3500	Aggregate Base	1 DCP tests per 500 CY (CV) or 1 per 1000 Tons. If test rolled, 1 test / 1,500 CY (CV) or 3000 Tons.	CL 5: 300 T (Small Quantity)	0	0	\$55.00	\$0.00	\$0.00
3500	Reclamation FDR & SFDR	1 DCP test per 3,000 SY. If test rolled, 1 test / 10,000 SY.	10,596 SY	4	5	\$55.00	\$220.00	\$275.00
3510	Granular Materials	Roadway Embankment: 1 test per 2,000 CY (CV) or if test rolled, 1 test per 4,000 CY (CV),	88 CY (Small Quantity)	0	0	\$40.00	\$0.00	\$0.00
3510	Non-Granular Materials	Structures and Longitudinal Trenches (Sidewalk/Trails/Watermain/Storm Sewer/Sanitary Sewer/Retaining Walls): 1 test per 500 feet of each structure length per every 2 feet of fill.	Watermain: 381 LF	3	4	\$40.00	\$120.00	\$160.00
3510		Subgrade Preparation: 1 test per 25 road stations. 100% proctor density	24.7 RDST	1	2	\$40.00	\$40.00	\$80.00
				Total Minimum Cost for Section			\$380.00	
				Total Probable Cost for Section			\$515.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Moisture Content Test								
3250	Aggregate Base	1 / 1,000 CY up to 10 maximum. For Quality Compaction: Test as directed by Engineer.	CL 5: 300 T (Small Quantity)	0	0	\$20.00	\$0.00	\$0.00
3250	Full Depth Reclamation (FDR)	1 / 20,000 SY	10,596 SY	1	2	\$20.00	\$20.00	\$40.00
3250	All Embankment Materials	1 / 10,000 CY up to 10 maximum. For Quality Compaction: Test as directed by Engineer.	SGE: 88 CY (Small Quantity)	0	0	\$20.00	\$0.00	\$0.00
3250	Subgrade Preparation	1 per 25 Road Stations For Quality Compaction: Test as directed by Engineer.	24.7 RDST	1	2	\$20.00	\$20.00	\$40.00
Total Minimum Cost for Section							\$40.00	
Total Probable Cost for Section							\$80.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Number of Sources	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Aggregate Quality								
4030	Aggregate Base Recycled/Salvaged/Reclaimed Bitumen content	At the discretion of the Engineer.	Imported and Reclaimed	1	2	\$190.00	\$190.00	\$380.00
Total Minimum Cost for Section							\$190.00	
Total Probable Cost for Section							\$380.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Concrete Testing								
2040	Concrete Testing	1 / 100 CY / mix type / day (1 set of 4 cylinders) *Field Cure Cylinders = Additional. Casted Upon Request*	4" Walk: 3 CY 6" Walk: 52 CY B618: 93 CY 6" Drive: 17 CY	4	8	\$160.00	\$640.00	\$1,280.00
Total Minimum Cost for Section							\$640.00	
Total Probable Cost for Section							\$1,280.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Bituminous Testing								
4090	Verification Testing - MnDOT Gyratory Mix Properties	1 / mix type / day	12.5NW(2,C): 1675 T 9.5W(2,C): 1005 T	2	3	\$650.00	\$1,300.00	\$1,950.00
4080	Compaction / Density Testing	Per Project Special Provisions		7	7	\$65.00	\$455.00	\$455.00
				Total Minimum Cost for Section			\$1,755.00	
				Total Probable Cost for Section			\$2,405.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Number of Sources	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Miscellaneous Testing								
3253	Topsoil Material - Gradation, Hydrometer, Organic Content, pH	As directed by the Engineer	Common Topsoil 83 CY	0	1	\$415.00	\$0.00	\$415.00
Total Minimum Cost for Section							\$0.00	
Total Probable Cost for Section							\$415.00	

WSB Unit	Project Charges	Rate (\$)	Quantity	Subtotal
CMT02	Field Technician Time	110	24	\$2,640.00
2140	Trip Charge	80	28	\$2,240.00
CMT01	Sample Pick-Up Time	95	24	\$2,280.00
CMT90	Project Administration	95	2	\$190.00
CMT70	Project Assistant	175	6	\$1,050.00
CMT80	Project Engineer	215	2	\$430.00
Field and Overhead Subtotal			\$8,830.00	
Testing Subtotal (minimum-probable)			\$3,170.00 - \$5,735.00	

Total Estimated Minimum Cost	\$12,000.00
Total Estimated Probable Cost	\$14,565.00



CITY COUNCIL AGENDA REPORT

DATE: May 5, 2025
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.E.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Land Lease at Fleming Field with Both Wings, LLC

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution No. 2025-50 Approving Land Lease at Fleming Field with Both Wings, LLC for 1863 Lysdale Lane.

OVERVIEW

The City Council is required to approve land leases at the airport. City staff has prepared a commercial land lease for Lot 10, Block 1, Airport Rearrangement, also known as 1863 Lysdale Lane for Both Wings, LLC on the approved lease form.

The lease is a 10-year lease with two additional 10-year renewals for a total of 30 years.

Airport staff recommends approval of this lease.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Land Lease (Both Wings, LLC) 2025-2035
2. 1863 Lysdale Land Lease Resolution 5-5-25

AIRPORT LAND LEASE AGREEMENT

**CITY OF SOUTH ST. PAUL
[LANDLORD]**

AND

BOTH WINGS, LLC

[TENANT]

INDEX TO LEASE AGREEMENT

<u>Section</u>	<u>Heading</u>	<u>Page</u>
1	Lease	
2	Lease Term	
3	Lease Renewal	
4	Rent	
5	Use of Leased Premises	
6	Conduct of Operations	
7	Tenant's Commitment to Construction of Building	
8	Building Maintenance	
9	Insurance	
10	Indemnification	
11	Payment of Taxes and Other Charges	
12	Service and Utilities	
13	Tenant's Financing	
14	Right to Remove Building(s) at End of Lease Term	
15	Tenant's Right to Sublease or Assign	
16	Quiet Enjoyment	
17	Landlord's Operation of Airport	
18	Default by Tenant	
19	Waiver	
20	Legal Costs	
21	Lien on Tenant's Property	
22	Condemnation	
23	Destruction of Leased Premises	
24	Lease Amendments	
25	Binding on Successors	
26	Commitments to Federal or State Agencies	
27	Aircraft Registration	
28	Apron and Taxiway	
29	Signs	
30	Aviation Fuel	
31	Lease Subject to Government Deed Restrictions	
32	Hazardous Substances	
33	General Provisions	
34	Notices	
35	Data Practices Act	

36	Entire Agreement
37	Captions; Table of Contents
38	Counterparts
39	Governing Law
40	Conflict of Interest
41	Memorandum of Lease
42	Third Party Beneficiaries
43	Compliance with Laws and Regulations
44	Force Majeure
45	Non-Discrimination
46	Severability

Exhibit A	Rent Schedule
Exhibit B	Building Standards Policy
Exhibit C	Airport Contract Requirements

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the 5th day of May, 2025_, between the City of South St. Paul, a municipal corporation of the State of Minnesota, (“Landlord”) and Both Wings, LLC (“Tenant”), each of the foregoing being sometimes referred to individually as “party” or collectively as “parties.”

IN CONSIDERATION OF the mutual agreements herein expressed and for valuable consideration, the parties agree as follows:

SECTION 1
LEASE

- 1.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following real property situated upon the South St. Paul Municipal Airport (“Airport”), a public Airport owned and operated by Landlord, located in the County of Dakota, State of Minnesota:

Lot 10, Block 1, Airport Rearrangement 4th Addition

according to the plat thereof on file and of record in the office of the Dakota County Recorder (“Leased Premises”), together with buildings and improvements, if any, located on the Leased Premises. Said Lease Premises has 4550.0 total square feet.

- 1.2 Tenant shall have the privilege of using the public portions of the Airport, such as runways and other public facilities provided by Landlord, upon such terms and subject to the rules, regulations and charges for such use as they now exist or may hereafter be established by Landlord by ordinance, resolution or agreement with Tenant.
- 1.3 Tenant agrees that Tenant is leasing the Leased Premises on an “as-is,” “where is” and “with all faults” basis, based upon Tenant’s own judgment, and Tenant disclaims any reliance upon any statement or representation whatsoever made by Landlord regarding the Leased Premises or the Airport. Landlord makes no warranty with respect to the Leased Premises, either express or implied. Landlord specifically disclaims any warranty of merchantability or fitness for any particular purpose and liability for any consequential damages arising out of the use or the inability to use the Leased Premises, or any part thereof.

SECTION 2
LEASE TERM

The term of this Lease ("Term") shall be ten (10) years commencing on __June 20, 2023__ ("Commencement Date"), unless earlier terminated as provided in this Lease.

SECTION 3

LEASE RENEWAL

- 3.1 Tenant shall have the option to extend the initial Term of this Lease for an additional term of ten (10) years ("First Extended Term") from and after the expiration of the initial Term of this Lease, by giving written notice of the exercise of this option to Landlord not less than one (1) year prior to the expiration of the initial Term of this Lease. Tenant shall also have an option to extend the First Extended Term of this Lease for an additional term of ten (10) years ("Second Extended Term") from and after the expiration of the First Extended Term of this Lease, by giving written notice of the exercise of this option to Landlord not less than one (1) year prior to the expiration of the First Extended Term of this Lease. Each option to renew and each extended term is subject to the following terms and conditions:
- (i) No default exists in the performance by Tenant of any of the terms of this Lease;
 - (ii) Each extended term shall be on the terms, covenants and conditions of the then current lease terms for the same type of tenants (noncommercial, commercial with direct access to public road, or commercial without direct access to public road) and at the highest rental rate for the particular type of tenancy;
 - (iii) With respect to the Second Extended Term that the option for the First Extended Term has been exercised; and
 - (iv) That the Lease Term and any extension term shall not cause the Lease to continue for more than thirty (30) years from the Commencement Date of the Lease.

SECTION 4

RENT

- 4.1 During each year of this Lease, Tenant shall pay to Landlord on or before August first of each year an annual rent ("Rent") as calculated in this Section. In the event of any fractional year occurring during the Term of this Lease, Tenant shall pay rent on a pro rata basis calculated on the ratio of the actual number of days of possession by Tenant to the total number of days in the year in question.
- 4.2 In addition to being an event of default entitling Landlord to terminate this Lease, failure to pay Rent by March first of each year shall result in a late fee equal to \$50 or five percent (5%) of the Rent due, whichever is greater, per month for each month that the Rent is late. Nothing in this paragraph shall be interpreted as a waiver of any of the Landlord's rights on

the Tenant's default pursuant to any other provision of this Lease.

- 4.3 The Annual Rent shall be calculated by multiplying the total square footage of the Leased Premises by the rate set forth in Exhibit A, attached hereto and incorporated herein by reference. At the commencement of any Extended Lease Term, the Annual Rent shall be adjusted upward to the highest rental rate for the Tenant's particular type of tenancy. Thereafter, the Annual Rent shall be increased by three percent (3%) each year for the duration of the Extended Lease Term.
- 4.4 Tenant shall pay to Landlord as additional rent, payable on the same terms as the Rent set forth in this Section, a fee for improvements to the Airport made by Landlord that constitute a special benefit to the Leased Premises ("Infrastructure Fee"). The Infrastructure Fee for the Leased Premises is \$3.25 multiplied by the square footage of the Leased Premises and shall be paid in full (100%) on the date the Lease is signed or one-half (50%) on the date this Lease is signed, and the balance, plus interest at seven percent (7%) per annum on the unpaid balance, in three (3) installments on or before the first, second and third anniversary dates of the commencement of this Lease.
- 4.5 Tenant shall pay to Landlord at the time this lease is signed, a Park Dedication Fee of \$522.27 ("Park Dedication Fee").

SECTION 5

USE OF LEASED PREMISES

- 5.1 The Leased Premises and the building(s) presently thereon and/or those buildings which will be built thereon by Tenant shall be used solely for the following purposes and for no other purpose by Tenant or by other parties to whom Tenant may assign this Lease: [check use(s)]

 X Aircraft storage and uses customarily incidental to aircraft storage, including aircraft storage for rent
 X Construction of building
 Other (specify) _____

- 5.2 Use of the Leased Premises for any purpose not expressly provided for in this Section shall constitute a default under this Lease unless Landlord provides written approval for such use prior to commencement of the use.

SECTION 6

CONDUCT OF OPERATIONS

- 6.1 In the conduct of their authorized activities on the Leased Premises and in the Airport, Tenant and any person or entity operating under any agreement with Tenant, shall furnish

services on a fair, equal and non-discriminatory basis to all users thereof, and shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided, however, that Tenant and those operating under agreement with Tenant shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

- 6.2 Tenant shall have the nonexclusive privilege to use the public portions of the Airport, including, without limitation, parking areas, taxiways and roads, subject to the rules and regulations which now exist or are hereafter enacted by Landlord regarding such use and subject to such usage charges as may be established by Landlord.
- 6.3 This Lease shall not be construed in any manner to grant Tenant, or those claiming under Tenant, the exclusive right to use any part of the Airport, except the Leased Premises.

SECTION 7

TENANT'S COMMITMENT TO CONSTRUCTION OF BUILDING

- 7.1 Tenant agrees that any building constructed by Tenant upon the Leased Premises shall be constructed at no cost to Landlord, and that construction of the building useable for its Tenant's intended purpose(s) shall be completed and a Certificate of Occupancy shall be issued within one (1) year of the commencement of the initial Term of this Lease. If Tenant fails to complete construction of the building and obtain a Certificate of Occupancy within one (1) year of the commencement of the initial Term of this Lease, Tenant shall have an additional six (6) months to complete construction of the building and obtain a Certificate of Occupancy, provided that prior to the end of the initial one year time period allowed for construction of the building, Tenant can prove to the Landlord that Tenant has entered into a binding contract with a builder to construct the building and that a building permit for construction of the building has been issued to Tenant by the City of South St. Paul.
- 7.2 If Tenant is unable to complete construction of the building and obtain a Certificate of Occupancy within the time period specified in Section 7.1, then, in addition to any other remedies that may be contained in this Lease Agreement, Tenant shall forfeit and Landlord shall be permitted to retain any payment(s) made by Tenant as provided in Section 4 for Rent, the Infrastructure Fee and/or the Park Dedication Fee.
- 7.3 The construction of all buildings and the buildings themselves must be built pursuant to the Building Standards Policy attached as Exhibit B, which is herein incorporated by reference.
- 7.4 Before commencing any erection, rebuilding, enlargement or extension of a building, and before commencing any repair or alteration costing in excess of One Thousand Dollars (\$1,000), Tenant shall furnish to Landlord for Landlord's approval:

- (i) The plans for such work;
- (ii) The estimated cost of completing the work;
- (iii) Unless waived in writing by Landlord, a bond or other security in amount, form and with surety satisfactory to Landlord, conditioned for the commencement and completion and payment for such work, and against loss or damage by reason of mechanic's liens; and
- (iv) An insurance policy issued by an insurance company approved by Landlord and in an amount satisfactory to Landlord naming Landlord as an additional insured and protecting Landlord from all liability to persons or property for damages arising out of the contemplated work.

7.5 Tenant shall only proceed with the construction of a building upon the Leased Premises after receipt of written approval from Landlord for the plans for the building.

7.6 Regardless of whether or not the foregoing bonds, security and insurance are waived by Landlord, Tenant shall:

- (i) Prior to the commencement of any construction, repair or alteration, procure from the necessary authorities any building or other permits that may be required;
- (ii) Do or cause the work to be done in a good and workmanlike manner and to be completed within the required time and in conformity with such building codes, zoning ordinances and regulations and orders of any lawful authority applicable to the Airport;
- (iii) Keep the Leased Premises and every building, structure and improvement on the Leased Premises free and clear from all liens for labor performed and materials furnished therefore;
- (iv) Defend, at Tenant's own cost and expense, each and every lien asserted or filed against any portion of the Leased Premises, or against the building, structure or improvement thereon and pay each and every judgment made or given against any portion of the Leased Premises, or against the building, structure or improvement thereon; and
- (v) Indemnify and hold Landlord harmless from each and every claim, demand, action and cause of action arising out of or in connection with any act or omission of Tenant, or of any agent, employee or contractor of Tenant, with respect to the removal, erection, alteration, enlargement or extension of any building, structure or improvement on the Leased Premises, or arising out of or in connection with the

assertion or filing of any lien on said land or against any building, structure or improvement thereon.

SECTION 8

BUILDING MAINTENANCE

Tenant, at Tenant's own cost and expense, shall take good care of the Leased Premises and shall repair, replace and maintain the buildings, structures and improvements located thereon and shall keep and maintain the same in good order and repair and in a clean and neat condition. Tenant shall not suffer or permit any waste or nuisance on the Leased Premises or anything thereon which interferes with the rights of other tenants or the Landlord in connection with the use of the Airport Leased Premises not leased to Tenant. Landlord shall not be required to repair, replace or maintain any buildings, structures or improvements on the Leased Premises.

SECTION 9

INSURANCE

- 9.1 At all times during the Term of this Lease, Tenant shall keep all buildings on the Leased Premises insured against fire, vandalism, malicious mischief, and windstorm loss or damage for an aggregate amount equal to one hundred percent (100%) of the fair market value of the buildings or the insurable value, whichever is greater, and any money received from said insurance as a result of any loss or damage to the building shall be divided between Tenant and Landlord as their interest may appear. The policies shall be in a form satisfactory to Landlord, and copies of the insurance policies or certificates thereof evidencing such coverage and that such insurance is payable to Landlord and Tenant shall be furnished to Landlord. Upon the occurrence of loss of or damage to the building, Tenant shall within thirty (30) days repair, rebuild, replace or remove the building, unless Landlord consents in writing to an extended time, which consent shall not be unreasonably withheld or delayed.
- 9.2 Tenant shall, at Tenant's sole cost and expense, maintain in effect at all times during the Term of this Lease a "Commercial General Liability Insurance" policy on an "occurrence" rather than on a "claims made" basis, with a total combined policy limit of not less than the limitation of liability of Landlord under Minnesota Statutes Chapter 466, or any successor statute, which policy shall include, but not be limited to, coverages for Bodily Injury, Property Damage, Personal Injury and Contractual Liability (applying to this Lease), or an equivalent form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad as the above. Such policy shall name Landlord as an additional insured. Policies for such liability coverage shall be in a form and issued by an insurer reasonably acceptable to Landlord and shall require at least thirty (30) days prior written notice to Landlord of termination or material alteration. Tenant's liability insurance shall be primary with respect to Landlord and its agents and not participating with any other available insurance. Tenant shall deliver to Landlord on the Commencement Date of this

Lease and on each Anniversary Date thereafter insurer-certified copies of such policies, certificates or other evidence reasonably satisfactory to Landlord confirming the terms of such insurance, confirming that premiums thereon have been paid at least one (1) year in advance and confirming that the policies are in full force and effect.

- 9.3 Tenant shall carry owners-tenants combined single limit coverage for bodily injury, property damage and all damages for any one incident of at least One Million Dollars (\$1,000,000.00).
- 9.4 Each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance. The parties agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive any writing prior to a loss, any or all right of recovery against any party for loss occurring to the property described therein."

SECTION 10

INDEMNIFICATION

- 10.1 Tenant agrees to indemnify and hold Landlord harmless from any and all loss, damage, claims, judgments, litigation expenses and costs for any injury to persons or damage to property from any act or omission of Tenant, its employees, agents, subsidiaries, licensees and sublesees while on or about the Airport or the Leased Premises, and Landlord shall not be liable to any extent for, nor will Tenant make any claim against Landlord for or on account of any injury, loss or damage to the Leased Premises, the buildings or structures thereon, the personal property and facilities located therein, or to any person or property at any time on the Leased Premises whether occasioned by fire, water, smoke, steam, gas, electricity or other agency or instrumentality which may come or be on the Leased Premises or occasioned by any other cause. The Tenant's indemnity obligation is not limited by the insurance required in Sections 9.1 and 9.2.
- 10.2 Nothing in this Lease shall cause Landlord in any way to be construed as partner, joint venture or associated in any way with Tenant in the operation of the Leased Premises, or subject Landlord to any obligation, loss, charge or expense connected with or arising from the operation or use of the Leased Premises or any part thereof.

SECTION 11

PAYMENT OF TAXES AND OTHER CHARGES

Tenant shall pay all taxes, assessments, license fees or other charges that may be levied or

assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes. If Tenant shall fail to pay any of the taxes, assessments, license fees or other charges when the same become due, Landlord may pay the same, together with any cost or penalty which may accrue thereon, and collect the entire amount so paid from Tenant and Tenant agrees to pay the entire amount to Landlord upon demand. Tenant recognizes and agrees that the word "taxes" as used in this Section includes any tax which may be imposed and required to be collected pursuant to Minnesota Statutes Section 272.01, subd. 2, or similar successor statute, for the privilege of using and possessing the Leased Premises, which are tax exempt, in the same amount and to the same extent as though Tenant were the owner of the Leased Premises. Tenant acknowledges that the Leased Premises is assessed separately from the Airport for purposes of assessing property taxes, and that Tenant is responsible for paying all such personal property taxes or property taxes to Dakota County.

SECTION 12 **SERVICES AND UTILITIES**

- 12.1 All utilities for the Leased Premises shall be separately metered. Tenant shall be responsible for any repairs to utilities or utility connections on the Leased Premises. If Tenant fails to make required repairs to any utilities or utility connections within ten (10) days after Landlord has sent written notice to Tenant that the repairs need to be made, Landlord may make such required repairs and Tenant shall pay to Landlord the cost of performing such repair within five (5) days after receipt of a bill for the repair charges.
- 12.2 Tenant agrees to promptly pay all claims, in addition to Rent, for all utilities or other services supplied to or consumed by Tenant on the Leased Premises, including, without limitation, gas, electricity, water, telephone, trash collection, storm water utility and all similar services provided by Landlord.
- 12.3 Tenant shall provide, at Tenant's expense, security lighting and proper electrical service to the Leased Premises. All utility connections, electrical or otherwise, shall be underground.

SECTION 13 **TENANT'S FINANCING**

- 13.1 Tenant shall have the right to subject the leasehold estate and any and all improvements to one or more mortgages as security for a loan or loans or other obligation of Tenant, provided that:
 - (i) The mortgage and all rights acquired under it shall be subject to all of the terms, covenants conditions and restrictions contained in this Lease and to all rights and interests of Landlord, except as otherwise provided in this Lease; and

- (ii) Tenant shall give Landlord prior notice of any mortgage, together with a copy of it.
- 13.2 If Tenant defaults under the terms of any permitted leasehold mortgage, and the mortgagee acquires Tenant's leasehold estate, whether by exercising its power of sale by judicial foreclosure, or by an assignment in lieu of foreclosure, or of exercise of power of sale, Landlord agrees to postpone the obligation to pay Rent during the sixty (60) days following the mortgagee's acquisition, conditioned upon the following:
- (i) Payments of all taxes, assessment, and insurance premiums required by this Lease to be paid by Tenant are current, or are brought current by mortgagee, and are kept current;
 - (ii) Payments of all utility charges are current or are brought current by mortgagee, and are kept current;
 - (iii) The mortgagee performs all Tenant's obligations with respect to the Leased Premises and keeps any improvements in good order and repair; and
 - (iv) Within seventy-five (75) days following mortgagee's acquisition, mortgagee cures any Rent default of Tenant out of income and rent remaining after paying items (ii) through (iii) above and after mortgagee's reasonable expenses incurred in operating the Leased Premises and improvements.

SECTION 14

RIGHT TO REMOVE BUILDING(S) AT END OF LEASE TERM

- 14.1 Upon termination of this Lease, whether on account of default or by lapse of time, if Tenant shall have paid all taxes, assessments, Rent and other charges payable by Tenant under the terms of this Lease, and shall have kept and performed all the terms and conditions of this Lease, Tenant shall have the privilege of removing from the Leased Premises all buildings or property thereon belonging to Tenant and shall restore the Leased Premises to as good condition as they were in when they were entered upon by Tenant, reasonable wear and tear excepted, provided Tenant does so within sixty (60) days after the termination of this Lease. If said buildings or property are not so removed within said sixty (60) day period, Tenant hereby conveys and transfers the same to Landlord and the title thereto shall vest in Landlord without further act or conveyance; provided, however, that if following commencement of removal or notice of intention to remove, Tenant shall demonstrate to Landlord that for reasons beyond the control of Tenant such removal cannot be completed within said sixty (60) day period, Landlord may allow Tenant a reasonable extension of time for such removal.
- 14.2 At Landlord's sole discretion, Tenant may be required to remove any and all buildings from the Leased Premises at the end of the Lease Term, regardless of whether the

requirements of Section 14.1 have been met. Landlord shall inform Tenant in writing no less than ninety (90) days prior to the end of the Lease Term or Extension Term if Landlord will require Tenant to remove the building(s) from the Leased Premises. Tenant's failure to remove the building(s) at Landlord's direction shall result in Landlord removing the building(s) at Tenant's sole expense.

SECTION 15
TENANT'S RIGHT TO SUBLEASE OR ASSIGN

- 15.1 Sublease. Tenant may not sublease all or any part of the Leased Premises unless and until a building is constructed on the Leased Premises. Provided a building has been constructed on the Leased Premises, Tenant may sublease all or any part of the Leased Premises only if Tenant first obtains the prior written approval of Landlord, which Landlord approval may not be withheld if all of the conditions in Section 15.3 are met.
- 15.2 Assignment. Tenant may not assign all or any part of the Leased Premises unless and until a building is constructed on the Leased Premises. Notwithstanding the foregoing, Tenant may, voluntarily or by operation of law, assign, mortgage, pledge or otherwise transfer this Lease provided Tenant first obtains the prior written consent of Landlord, which Landlord consent can be withheld, in Landlord's sole discretion, for any reason or no reason. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of the shares of voting stock so as to result in a change of the present effective voting control of Tenant shall constitute an assignment of this Lease, and as such, shall require the prior written consent of Landlord.
- 15.3 Landlord's written consent to any proposed assignment or transfer shall not be withheld or delayed if, in the sole discretion of the Landlord, all of the following conditions are satisfied:
- (i) The proposed assignee or sublessee has a net worth at least equal to Tenant's net worth as of the date of the signing of this Lease, or the date of the proposed assignment, whichever is greater;
 - (ii) The proposed assignee or sublease is creditworthy considering the obligations to be assumed under the Lease;
 - (iii) The proposed assignee or sublessee has experience in operations similar to that being conducted on the Leased Premises;
 - (iv) The use of the Leased Premises will comply with all the requirements of this Lease;
 - (v) Tenant and Tenant's guarantor(s) (if any) and the proposed assignee or sublessee agree to a written amendment to the Lease, in form and substance acceptable to

Landlord, that the Rent as of the effective date of such assignment shall be equal to the highest per square foot rent charged for a similar lease at the Airport; and

- (vi) The proposed assignee or sublessee will continue to use the Leased Premises for the same purpose as the Tenant or for a similar purpose as determined and approved by Landlord at Landlord's sole discretion;
 - (vii) Tenant pays a lease transfer fee to the Landlord in the amount of \$1,000.
- 15.4 If the Lease is assigned to an entity or person other than a member of the Tenant's immediate family before the Infrastructure Fee and accrued interest are fully paid, the Infrastructure Fee and accrued interest shall be due and payable in full on the date the assignment is approved by Landlord.
- 15.5 If Tenant desires to assign the Lease, it shall so notify Landlord in writing at least thirty (30) days prior to the proposed effective date of the assignment. Tenant shall provide Landlord with a copy of the proposed assignment and any other relevant information requested by Landlord.

SECTION 16 **QUIET ENJOYMENT**

- 16.1 Landlord covenants and agrees with Tenant that upon Tenant's paying said Rent and keeping, paying and performing all the terms, covenants and conditions of this Lease on Tenant's part to be kept, paid and performed, Tenant may, except for reasons beyond the control of Landlord, peaceably and quietly have and hold the Leased Premises for the Term of this Lease.
- 16.2 Notwithstanding the above, Landlord and its agents or representatives shall have the right to enter the Leased Premises and buildings thereon, to inspect the same for safety, fire inspections, and operations conducted from and on the Leased Premises and for the purpose of making repairs or improvements to any adjoining premises or to the Airport and to install through or upon the Leased Premises such pipes, wires and appurtenances as it may deem necessary or useful to the operation of the Airport, but the making of such repairs, improvements, or installations shall be done in such manner as will not interfere materially with the use and enjoyment of the Leased Premises by Tenant, except in cases of emergency.

SECTION 17 **LANDLORD'S OPERATION OF AIRPORT**

Landlord shall properly maintain, operate and manage the Airport at all times in a safe manner consistent with generally accepted good practice in the State of Minnesota for airports of

similar size and character. If, for any reason beyond the control of Landlord (including without limitation, war, strikes, riots or acts of God) Landlord shall fail to properly maintain, operate and manage the Airport, such failure shall not operate as a breach of this Lease or render Landlord liable for damages. This section shall not be construed to bind Landlord to operate a traffic control tower at the Airport, nor be construed to bind Landlord to maintain the Leased Premises.

SECTION 18 **DEFAULT BY TENANT**

18.1 The following shall constitute a default by Tenant:

- (i) Tenant fails to pay Rent and/or the Infrastructure Fee and such failure to pay shall is not cured within five (5) days from the due date of the payment;
- (ii) Tenant fails to complete construction of the building and obtain a Certificate of Occupancy within the time period specified in Section 7.1.
- (iii) Tenant fails to pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes and such default shall continue for thirty (30) days after notice of said failure to pay is given to Tenant by the Landlord or Dakota County.
- (iv) Tenant fails to observe or perform any of the non-monetary terms, covenants or conditions of this Lease, and such default shall continue for thirty (30) days after notice of default is given by the Landlord or Tenant shall have failed to commence the cure of such default within thirty (30) days after such notice;
- (v) Notwithstanding the requirement contained in Section 18.1(iii) hereof relating to giving the Tenant a thirty (30) day period to cure a non-monetary default, in the event of an emergency as determined by the Landlord, the Landlord may perform the work or improvement to be performed by the Tenant without giving any notice to the Tenant and without giving the Tenant the thirty (30) day period to cure the default. In such case, the Tenant shall within thirty (30) days after written billing by the Landlord reimburse the Landlord for any and all costs incurred by the Landlord.
- (vi) A petition to reorganize Tenant or for an arrangement of its unsecured debts is filed;
- (vii) Tenant is adjudicated bankrupt;
- (viii) A receiver or trustee of Tenant's property is appointed by any Court;

- (ix) Tenant makes a general assignment for the benefit of creditors;
 - (x) The entirety of Tenant's interest in Tenant's property shall be taken by garnishment, attachment, execution or other process of law; or
 - (xi) The Leased Premises is abandoned for a period of thirty (30) days.
- 18.2 In the event of any default, in addition to any other remedies available to Landlord at law or equity, Landlord shall have the following rights:
- (i) Immediately, or at any time thereafter, without further notice to Tenant, to re-enter into or upon the Leased Premises, or any part thereof, and take possession of the same fully and absolutely without such re-entry working a forfeiture of the Rents or other charges to be paid and of the covenants, terms and conditions to be performed by Tenant for the full Term of this Lease, and in the event of such re-entry Landlord may seek the collection of the Rents or other charges to be paid under this Lease or for the properly measured damages and for the collection of its reasonable attorney's fees; and
 - (ii) Landlord shall further have all other rights and remedies including injunctive relief, ejectment or summary proceedings in unlawful detainer, and any or all legal remedies, actions and proceedings, and all such shall be cumulative Landlord shall be entitled to its reasonable attorney's fees arising from or attributable to any such breach.
- 18.3 In the event of any default, in addition to any other remedies available to Landlord at law or in equity, including those set forth in Paragraph 18.2, Landlord shall have the immediate right and option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall so terminate this Lease as a result of Tenant's default, Landlord may:
- (i) Retain any payment(s) made by Tenant as provided in Section 4 *[for Rent, Infrastructure Fee and/or the Park Dedication Fee]* prior to the termination of this Lease.
 - (ii) Recover from Tenant the amount of any unpaid Rent which had been earned at the time of such termination;
 - (iii) Recover from Tenant all expenses incurred by Landlord in terminating, repossessing and reletting the Leased Premises including but not limited to costs of repairs, brokerage and legal fees, and the collection of Rent;

- (iv) Recover from Tenant any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Leased Premises, or, if elected by Landlord as liquidated and final damages for lost Rent, in addition to the deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at the stated rate of interest payable under any first mortgage or deed of trust on the Property or one (1) percent per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Rent for the remainder of the Term exceeds the then reasonable rental value of the Leased Premises over the remainder of the Term; and
- (v) Recover from Tenant any reasonable attorneys' fees incurred by Landlord in enforcing its rights hereunder.

SECTION 19 **WAIVER**

Landlord's waiver of any of the rights remedies, terms or conditions of this Lease on any occasion shall not constitute a waiver of any rights, remedies, terms or conditions with respect to any subsequent breach or default under the terms of this Lease.

SECTION 20 **LEGAL COSTS**

If Landlord incurs any costs to collect or recover any amount due or to become due under this Lease or to recover possession of the Leased Premises or files suit upon Tenant for the collection of any amount due or to become due or the recovery of possession of the Leased Premises or the enforcement of any of Tenant's covenants hereunder, Landlord will be entitled to reimbursement of its reasonable attorneys' fees and costs where Landlord is successful in its efforts for the collection of any amounts due or the recovery of possession of the Leased Premises.

SECTION 21 **LIEN ON TENANT'S PROPERTY**

As security for the payment to Landlord of all sums required to be paid by Tenant under the terms of this Lease, Tenant does hereby grant a lien upon and does mortgage to Landlord the buildings, structures and/or improvements located or to be located upon the Leased Premises at any time during the Term of this Lease, and does hereby authorize Landlord upon failure of Tenant to cure any default within the time provided for in Section 18, to take said property and sell and dispose of the same, to foreclose the lien hereby created in the manner provided by the laws of the State of Minnesota subject, however, to the lien of mortgages given by Tenant to finance the construction of the building to be constructed pursuant to this Lease, retaining such amount as shall pay any sums due and owing Landlord under the terms of this Lease, and any attorney's fees

and expenses as may have been incurred in connection therewith, and returning the excess, if any, to Tenant. In the event of sale, Landlord may bid in and become the purchaser of the property sold under foreclosure hereunder.

SECTION 22

CONDEMNATION

If it shall be in the public interest, Landlord shall have the power to condemn any part or the entirety of the Leased Premises even though it is a party to the Lease. In the event Landlord receives notification of any condemnation proceedings affecting the Leased Premises, Landlord will provide notice of the proceeding to Tenant within fifteen (15) days. If a condemning authority takes all or any part of the Leased Premises as part of a taking or condemnation action, this Lease will automatically terminate as of the day of the taking or condemnation. Tenant waives any and all claim to any portion of a condemnation award awarded to Landlord.

SECTION 23

DESTRUCTION OF LEASED PREMISES

If the buildings on the Leased Premises are partially or completely destroyed, either Landlord or Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to the other party.

SECTION 24

LEASE AMENDMENTS

- 24.1 Any of the terms of this Lease may be amended upon the mutual agreement, in writing, of Landlord and Tenant, which must be executed with the same formalities as this instrument.
- 24.2 This Lease is subject to the approval of federal and state agencies. The parties agree to modify this Lease as may be necessary to obtain approval by any federal or state agencies, provided, however, that such modification does not substantially change the Term, Rent or area leased. If the modification would substantially change the Term, Rent or area leased, either party may terminate this Lease by written notice to the other party.

SECTION 25

BINDING ON SUCCESSORS

Except as herein otherwise provided, all the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the legal representatives, successors, assigns and subsidiaries of both Landlord and Tenant.

SECTION 26

COMMITMENTS TO FEDERAL OR STATE AGENCIES

Nothing herein shall be construed to prevent Landlord from making such commitments as it desires to the Federal Government or to the State of Minnesota in order to qualify for the expenditure of federal or state funds on the Airport.

SECTION 27 **AIRCRAFT REGISTRATION**

Tenant agrees that any aircraft that is based at, stored at or utilizes the Airport under this Lease shall be currently in compliance with the aircraft registration requirements set forth in Minnesota Statutes Chapter 360.

SECTION 28 **APRON AND TAXIWAY**

- 28.1 Apron. At Tenant's own expense, Tenant shall construct, maintain, repair and replace an apron to serve the Leased Premises.
- 28.2 Taxiway. If Landlord constructs a taxiway to serve the Leased Premises as well as other areas, Landlord may require Tenant to pay the amount resulting from the following formula:
- (i) First, Landlord shall calculate the total cost of construction of the taxiway, including all engineering, legal and administrative costs associated therewith;
 - (ii) Second, the amounts that Landlord actually receives from federal and state grants for the taxiway, if any, shall be subtracted from the total cost;
 - (iii) Third, the resulting figure from steps (i) and (ii) above shall be multiplied by a factor where the denominator is the total amount of leased or to be leased frontage that abuts taxiway (including the frontage leased to Tenant as well as others) and the numerator is the frontage of the Leased Premises abutting the taxiway;
 - (iv) The figure resulting from step (iii) above shall be paid by Tenant.

SECTION 29 **SIGNS**

Tenant may erect suitable advertising signs on the Leased Premises to advertise Tenant's business, provided that the form, type, size and method of installation shall first be approved by Landlord.

SECTION 30
AVIATION FUEL

Tenant shall not have the right to sell, dispense, give or transfer aviation fuel, except to fuel aircraft owned by or exclusively leased to Tenant. There shall be no storage of flammable materials, liquids or fuels in open containers in or upon the Leased Premises.

SECTION 31
LEASE SUBJECT TO GOVERNMENT DEED RESTRICTIONS

31.1 Tenant understands and agrees that all terms and conditions of the deed between Landlord and the Navy Department, which deed is known as the Surplus Property Deed, which consists of a Quit Claim Deed dated December 22, 1950, and a corrected deed October 4, 1951, are herewith incorporated by reference into the terms of this Lease. In the event of any conflict between this Lease and that deed and all conditions imposed by the deed or other governmental grants, reservations, statutes or regulations, this Lease shall stand amended to conform thereto. In the event such reformation substantially impairs the rights and obligations of this Lease, the Lease shall stand terminated by written notice from Landlord to Tenant, such notice to include the basis for the termination and Rents to be prorated as of that date. Specifically, but not in limitation hereof, it is understood and agreed that this Lease is also subject to the so-called "Sponsor's Assurances" made by Landlord to the State and/or Federal Governments in connection with improvement grants, parts of which are as follows:

"The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

- (a) That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to render any service or furnish any parts, materials or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:
 - (1) to furnish good, prompt and efficient service adequate to meet all the demands for its service at the Airport;
 - (2) to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and

- (3) to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: Provided, however, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers.
- (b) That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft at the Airport from performing any services on its own aircraft with its own employees (including but not limited to, maintenance and repair) that it may choose to perform;
- (c) That is the Sponsor exercises any of the rights or privileges set forth in subsection (a) of this paragraph, it will be bound by and adhere to the condition specified for contractors set forth in said subsection (a).”

SECTION 32

HAZARDOUS SUBSTANCES

32.1 Tenant shall take no act or allow any act to be taken that will subject the Leased Premises to “superfund” type liens or claims by regulatory agencies or other entities arising from the actual or threatened release, deposit or existence of hazardous substances (defined below) in, on or about the Leased Premises. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, penalties, forfeitures, suits or liabilities of any type or nature (including cost of defense, settlement and reasonable attorneys’ fees) incurred by Landlord hereafter or for which Landlord shall become responsible for or pay as a result of any or all of the following:

- (i) Death or bodily injury to any person;
- (ii) Structural damage to any property;
- (iii) Contamination of or detrimental effect upon the environment; or
- (iv) Violation of governmental laws, orders or regulations

as a result of or due to the actual or threatened release of hazardous substances claimed or alleged to have been deposited, stored, disposed of, placed or otherwise located in, on or about the Leased Premises.

32.2 Tenant shall not store or possess any hazardous substances on the Leased Premises unless

the same are stored or possessed in a manner that complies with all applicable laws, and in no event shall Tenant dispose of any hazardous substances on the Leased Premises without the express prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion.

- 32.3 As used in this Lease, the term "hazardous substances" is defined to include any substances, wastes, contaminants or pollutants that are now or hereafter shall be included within the definition of such term or similar replacement term, under any federal, state or local statute, ordinance, code or regulation now existing or hereafter enacted or amended, including but not limited to the Minnesota Environmental Response and Liability Act, Minnesota Statutes Chapter 115B; Minnesota Petroleum Tank Release Clean-Up Act, Minnesota Statutes Chapter 115C as amended by Superfund Amendments and Reauthorization Act of 1986; the Asbestos Abatement Act, Minnesota Statutes Sections 326.70 through 326.81; and the State Environmental Lien Statute, Minn. Stat. §514.672, et. Seq.
- 32.4 Tenant shall promptly provide Landlord with copies of all notices or reports received or submitted by it to or from any governmental agency or other third party with respect to the storage, processing, disposal, release or threatened release of hazardous substances into or onto the Leased Premises or any adjacent property.

SECTION 33 **GENERAL PROVISIONS**

- 33.1 The Leased Premises are to be used primarily for the storage of aircraft. No more than twenty (20) percent of the floor area of a building may be used for non-aviation vehicles or items, and any non-aviation vehicles may not exceed forty-eight (48) inches in height as measured from the floor to the highest point of the vehicle. No vehicle may be stacked or placed on top of another vehicle or any object in such a manner that the total height of the combination of the vehicle(s) exceeds forty-eight (48) inches in height.
- 33.2 Tenant shall comply with all terms and conditions set forth in the most recently adopted South St. Paul Airport Operations Manual and any amendments or revisions to the Manual.
- 33.3 Tenant shall comply with the all terms and conditions set forth in the Airport Contract Requirements attached as Exhibit C and incorporated herein by reference, and any amendments or revisions to the same.

- 33.4 Tenant and Tenant's employees, agents, contractors and invitees shall, at all times while on or about any part of the Airport, obey all Airport traffic rules and regulations.
- 33.5 Tenant agrees that this Lease shall terminate in the event of the withdrawal or revocation of any permit or approval to operate the Airport granted to Landlord by the agencies or agency having jurisdiction over the Airport, or the revocation of the licenses issued to Landlord for the operation of the Airport with the rents prorated as of such termination.
- 33.6 Tenant agrees that the Leased Premises are subject to all easements and encumbrances of record. Tenant shall not interfere with said easements.
- 33.7 Tenant agrees that the Leased Premises are subject to the right of Landlord to locate, construct, maintain, reconstruct and repair an Airport beacon and wiring relating thereto on the subject Leased Premises; Landlord shall also have a right of access to the Leased Premises for the purpose of locating, construction, maintaining, reconstructing and repairing the Airport beacon and wiring.

SECTION 34 **NOTICES**

- 34.1 All notices or communications required or permitted by this Lease must be written and may be given personally or sent by certified United States mail, postage prepaid, or overnight courier at the following addresses:

If to Landlord: Terminal Building
1725 Henry Avenue
South St. Paul, MN 55075
Attn: Airport Manager

If to Tenant: Both Wings, LLC
Matt Both
9238 Cheney Trail
Inver Grove Heights, MN 55076

701-630-4357
matthew.i.both@gmail.com

- 34.2 Either party may change their address by providing written notice of the party's new address to the other party.

SECTION 35 **DATA PRACTICES ACT**

Information supplied by Tenant to Landlord is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Act"). Such information shall become public unless it falls into one of the exceptions of the Act. Tenant shall notify Landlord in writing of any data Tenant believes is classified as non-public.

SECTION 36 **ENTIRE AGREEMENT**

This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his/her/its own examination of this Lease, the counsel of her/her/its own advisors and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Leased Premises or improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

SECTION 37 **CAPTIONS; TABLE OF CONTENTS**

The table of contents and the captions of the various sections of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.

SECTION 38 **COUNTERPARTS**

This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

SECTION 39 **GOVERNING LAW**

This Lease shall be governed, construed and enforced in accordance with the laws of the State of Minnesota.

SECTION 40
CONFLICT OF INTEREST

Tenant represents and warrants that no official, officer, or employee of Landlord has or will have any interest, direct or indirect, in this Lease or the transactions contemplated by it.

SECTION 41
MEMORANDUM OF LEASE

If either party requests the other party to do so, the parties shall execute a memorandum of lease in recordable form acceptable to both parties. The memorandum of lease may be recorded by either party at its expense in the appropriate land records office.

SECTION 42
THIRD PARTY BENEFICIARIES

Neither this Lease nor any provision of it shall create any right in favor of or impose any obligation upon any person or entity other than the parties to this Lease and their respective successors and permitted assigns.

SECTION 43
COMPLIANCE WITH LAWS AND REGULATIONS

Tenant shall comply with all laws of the United States the State of Minnesota and with all ordinances, rules, regulations and orders of any of the foregoing, and of any department thereof. Tenant shall comply with all ordinances, rules and regulations of Landlord relating to the Leased Premises and with respect to control of ground and air traffic, aircraft operations and the general use of the Airport.

SECTION 44
FORCE MAJEURE

The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, except for payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party (any

such delay being called “unavoidable delay” in this Lease), provided however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.

SECTION 45 **NON-DISCRIMINATION**

Tenant, Tenant’s successors in interest and permitted assigns, as a part of the consideration hereof, do covenant and agree to the following as covenants running with the land:

- (i) That no person shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the facilities on the Leased Premises on the grounds of race, sex, color, creed or national origin;
- (ii) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination on the grounds of race, sex, color, creed or national origin; and
- (iii) That Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federal-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and said Regulations as may be amended. In the event of a breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and repossess the Leased Premises, and hold the same as if said Lease had never been made or issued.

SECTION 46 **SEVERABILITY**

If any provision of this Lease or the application thereof to either party or any circumstance is unenforceable to any extent, the remainder of this Lease and the application of such provision to the other party or circumstances will not be affected thereby and will be enforceable to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Lease, or caused it to be executed by their or its duly authorized representative(s), as of the day and year first above written.

LANDLORD:
CITY OF SOUTH ST. PAUL

TENANT:
NAME

By: _____
Name: Jimmy P. Francis
Title: Mayor

By: _____
Name: Matt Both

Attest:

By: _____
Name: Deanna Werner
Title: City Clerk

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

) ss.

Landlord Acknowledgment

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by James P. Francis and Deanna Werner, the Mayor and the City Clerk of the City of South St. Paul, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

) ss.

**Tenant Acknowledgment
[Individual]**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Notary Public

EXHIBIT A

RENT SCHEDULE

The Rent for the Leased Premises shall be as follows.

INITIAL LEASE TERM	RENT	ANNUAL RENT
May 1, 2025 – April 30, 2026	0.435	\$1,979.25
May 1, 2026 – April 30, 2027	0.448	\$2,038.40
May 1, 2027 – April 30, 2028	0.461	\$2,097.55
May 1, 2028 – April 30, 2029	0.475	\$2,161.25
May 1, 2029 – April 30, 2030	0.489	\$2,224.95
May 1, 2030 – April 30, 2031	0.504	\$2,293.20
May 1, 2031 – April 30, 2032	0.519	\$2,361.45
May 1, 2032 – April 30, 2033	0.535	\$2,434.25
May 1, 2033 – April 30, 2034	0.551	\$2,507.05
May 1, 2034 – April 30, 2035	0.567	\$2,579.85

EXHIBIT B

BUILDING STANDARDS POLICY

The City of South St Paul will require the following for hangar built in Airport Rearrangement 3rd, 4th and 5th Additions:

Soffits - a minimum of 12 inches

Gable Overhangs- a minimum of 12 inches

Wainscot- a minimum of 42 inches with a maximum of 48 inches

Siding- 29-gauge factory painted baked on enamel paint

Colors:

Building- Pebble Beige

Wainscot, Soffit, Fascia, Overhangs and Trim- Evergreen, Vintage Burgundy, or
Slate Blue

Roof- White, or match the wainscot

EXHIBIT C

AIRPORT CONTRACT REQUIREMENTS

1. (/a) Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. (49 CFR Part 21 – DOT Title VI Assurance – AC 150/5100-15A)
2. (/a) Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - (a) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;
 - (b) That in the construction of any improvements on, over, or under such Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
 - (c) That Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. (49 CFR Part 21 – DOT Title VI Assurance – AC 150/5100-15A)
3. (/b) Tenant agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and no unjustly discriminatory prices for each unit or service, PROVIDED, that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)
4. (/b) Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Tenant or

its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates Tenant or any transferee for the longer of the following periods:

- (a) The period during which the Leased Premises is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the Airport sponsor or any transferee retains ownership or possession of the Leased Premises.

In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract. (AAIA of 1982, Section 520 – AC 150/5100-15A)

- 5. (/b) Tenant agrees that it practices nondiscrimination in their activities and will provide DBE participation in their leases as required by the sponsor, in order to meet the sponsor's goals, or required by the FAA in order to obtain an exemption from the prohibition against Long-term exclusive leases. (49 CFR Part 23 – AC 150/5100-15A)
- 6. (/b) Tenant agrees that it shall insert the above five provisions in any lease (agreement, contract, etc.) by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Leased Premises. (See the documents referenced for the above clauses)
- 7. (/b) It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and Landlord reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. (Federal Aviation Act of 1958 Section 308(a) – AC 150/5100-16A)
- 8. (/c) Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or hindrance. (FAA Order 5190.6A - AGL-600)
- 9. (/c) Landlord reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard. (FAA Order 5190.5A – AGL-600)

10. (/c) This Lease shall be subordinate to the provisions of and requirements of any existing or future agreement between Landlord and the United States, relative to the development, operation, or maintenance of the Airport. (FAA Order 5190.6A – AGL-600)
11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises. (FAA Order 5190.6A – AGL-600)
12. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport. (FAA Order 5190.6A – AGL-600)
13. By accepting this, Tenant expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Premises, above a mean sea level elevation of 840.0* feet. In the event the aforesaid covenants are breached, Landlord reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant. (FAA Order 5190.6A – AGL-600)
14. By accepting this Lease, Tenant expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Tenant. (FAA Order 5190.6A – AGL-600)
15. (/d)** This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency. (Surplus Property Act of 1944 – FAA Order 5190.6A – AGL-600)
16. (/b) It is clearly understood by Tenant that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to maintenance and repair) that it may choose to perform. (Assurance 22 – FAA Order 5190.6A – AGL-600)

17. (/e) This Lease is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23, Subpart F. Tenant agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F. Tenant also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and cause those businesses to similarly include the statements in further agreements. (49 CFR Part 23, Subpart F)

Notes

- /a Mandatory in all leases/agreements if airport is obligated by a Federal Agreement since January 30, 1965.
- /b Mandatory in all leases/agreements for aeronautical services at airports subject to continuing obligations under FAAP/ADAP/AIP Agreements.
- /c Mandatory in all Use Agreements permitting aeronautical operations from adjoining non-airport property.
- /d Mandatory in all leases/agreements at airports acquired in whole or in part under Federal Surplus Property Transfer (unless the National Emergency Use Provision of the Surplus Transfer Document has been specifically released by the FAA).
- /e Mandatory in all complementary aeronautical activity leases/agreements executed after June 1, 1992.
- * Insert the number of feet mean sea level applicable to the most critical area of the parcel contained in this Lease in accordance with Part 77 of the Federal Aviation Regulations. If required, the area of a lease may be subdivided as shown on a property map to provide more than one height limitation, or more restrictive height limitations may be imposed at the discretion of the Sponsor.
- ** If the airport is not subject to the National Emergency Use Provision generally contained in Surplus Property Instruments of Disposal, Paragraph 15 above may be modified to exclude that portion of the provision, "or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency."

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-50

**RESOLUTION RELATING TO AIRPORT:
APPROVING LAND LEASE AT FLEMING FIELD
WITH BOTH WINGS, LLC**

WHEREAS, The City Council has reviewed and considered a Lease for Lot 10, Block 1, Airport Rearrangement (the “Lease”);

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

1. That the forms, terms and provisions of the Leases and the transactions contemplated thereby are in all respects, hereby approved and adopted.
2. That the Mayor and the City Clerk are hereby authorized and directed to sign the Leases in the name and on behalf of the City in the form hereby approved.

Adopted this 5th day of May 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: May 5, 2025
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.F.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Easement with Northern States Power Company for Transformer Relocation

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution 2025-54 for the Electrical Easement with Northern States Power Company at the Fleming Field Airport

OVERVIEW

The City of South St. Paul began development of the West Hangar Area at the Fleming Field Airport in 2006. Part of the project included the installation of utilities, including gas, water and electricity. When the electrical equipment was installed, several of the transformer boxes were placed within the plotted lots, which prohibits a hangar being constructed on certain lots. Airport staff and the prospective tenant have worked with Xcel Energy to have the transformer box relocated slightly to accommodate the adjacent hangar construction. Xcel is asking for approval of an electric easement that will allow them to move the transformer box and maintain it.

Airport Staff recommends approval of this easement.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 1863 Lysdale Electrical Easement Resolution 5-5-25
2. 2025.0222, City of South St. Paul Easement (2)

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-54

**RESOLUTION RELATING TO AIRPORT:
APPROVING ELECTRICAL EASEMENT AT FLEMING FIELD
WITH NORTHERN STATES POWER COMPANY**

WHEREAS, The City Council has reviewed and considered an Electrical Easement with Northern States Power Company (the “Agreement”);

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

1. That the forms, terms and provisions of the Easement Agreement contemplated thereby are in all respects, hereby approved and adopted.
2. That the Mayor and the City Clerk are hereby authorized and directed to sign the Agreement in the name and on behalf of the City in the form hereby approved.

Adopted this 5th day of May 2025.

City Clerk

ELECTRIC EASEMENT

KNOW ALL BY THESE PRESENTS, That the undersigned, hereinafter called “Grantor”, in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid by **NORTHERN STATES POWER COMPANY**, a Minnesota Corporation, the receipt and sufficiency whereof is hereby acknowledged, do hereby, grant unto said Company its successors and assigns, hereinafter called “Grantee”, an easement with the right, privilege and authority to excavate for, construct, install, mark, inspect, operate, repair, alter, replace, reconstruct, remove and maintain its facilities for the transmission and distribution of electrical energy, including the necessary poles, wires, guys, stubs, electric cables, conduits, vaults, pedestals, manholes and facilities related and appurtenant thereto, over, across, under and upon the following described land situated in the County of **Dakota**, State of Minnesota, (hereinafter called “Property”) to-wit:

Lots 9 and 10, Block 1, Airport Rearrangement 4th Addition, Dakota County, Minnesota.

Except for the right of access, tree trimming and temporary working area, said easement shall be limited to that part of the Property (hereinafter called “Easement Area”) described as follows:

The South 5.00 feet of the West 15.00 feet of Lot 9, Block 1, Airport Rearrangement 4th Addition, Dakota County, Minnesota.

AND

The North 5.00 feet of the West 15.00 feet of Lot 10, Block 1, Airport Rearrangement 4th Addition, Dakota County, Minnesota.

The grant of easement herein contained shall also include the right of reasonable access to said easement across the Property for the purpose of exercising the rights granted herein, together with the right to remove from Easement Area any structure, trees, shrubbery, or other object or obstruction which in Grantee’s opinion interferes with said facilities or the removal of which may be reasonably necessary for the construction or maintenance thereof. The grant of easement herein contained shall also include the right of reasonable use of the Property adjacent to the Easement Area by Grantee for tree trimming purposes and for temporary construction area during construction, repair or replacement of said electric facilities.

Except as otherwise provided herein or in any Underground Distribution Agreement between the Grantor and Grantee covering the above described Property, Grantee shall, after installation of the above

described electrical facilities, or after the exercise of any rights granted herein, restore the lands subject to this easement to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from or used in connection with said installation.

Grantor further agrees that no structure or obstruction will be erected or permitted or any trees planted on or within said Easement Area, that Grantor will not change the ground elevation thereof without the written consent of Grantee, or perform any act which will interfere with or endanger said electrical facilities.

The grant herein contained shall also include the right of Grantee to permit the joint use of overhead facilities and joint undergrounding with public utility and cable television companies.

Grantor covenants with Grantee, its successors and assigns, that Grantor is the owner of the above described Property and has the right to sell and convey an easement in the manner and form aforesaid.

This instrument and the covenants and agreements contained herein are binding upon the Grantor, his personal representatives, heirs, successors and assigns.

The Grantor agrees to execute and deliver to NSP, at NSP's cost, without additional compensation any additional documents needed to correct the legal description of the easement area to conform to the right of way actually occupied by the electric lines.

It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

This instrument is exempt from the Minnesota Deed Tax.

SIGNATURE PAGE FOLLOWS



CITY COUNCIL AGENDA REPORT

DATE: May 5, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 10.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Tobacco Violation - Family Dollar Store

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution 2025-052, Charging Licensee and Administrative Penalty for a Tobacco Sale Violation.

OVERVIEW

Section 18-671 of the Municipal Code deals with the sale, possession and use of tobacco and tobacco products. Pursuant to said code, the Police Department conducted annual tobacco compliance checks on March 27, 2025, and Family Dollar Store failed by selling tobacco to a minor.

On April 21, 2025, the City Council called for a hearing to be held this evening to consider the imposition of an administrative penalty. The City Code requires that any violations of the tobacco ordinance be charged an administrative penalty of \$300.00 for the first violation and an administrative penalty of \$600.00 and up to a three (3) day suspension must be imposed for a second violation at the same location within 24 months after the initial violation.

No penalty may take effect until the licensee has received notice of the alleged violation and an opportunity for a hearing before the City Council. This is the first violation against the Family Dollar Store. Staff is recommending adoption of Resolution No. 2025-052, charging the licensee, Family Dollar Store, an administrative penalty of \$300.00 for making the illegal sale.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Tobacco Compliance Check Memo 2025
2. 2025 Tobacco Violation - Family Dollar Packet
3. 2025-052, Tobacco Violation



South St. Paul Police Department

Brian J. Wicke • Chief of Police

125 Third Avenue North • South St. Paul, MN 55075 • (651) 554-3300 • Fax (651) 554-3301

Memorandum

To: Chief Brian Wicke
CC: Commander Mike Running
From: Officer Cavalier & Officer Schmitz
Date: March 27th, 2025
Subject: Tobacco Compliance Checks

On March 27th, 2025 tobacco compliance checks were conducted and completed by Officer Cavalier and Officer Schmitz with the assistance of a male and female under 21 years of age.

A total of 12 businesses were checked and are listed below along with the result (pass/ fail).

South Tobacco	1537 5 th Ave. S.	Pass	
Family Dollar	1209 Southview	Fail	25000770
Holiday Gas	1040 Concord St. S.	Pass	
Kwik Trip	455 Concord St. S.	Pass	
Holiday	1214 Southview Blvd.	Pass	
Stockmen's	501 Farewell	Pass	
Quick Stop	1257 Thompson Ave	Pass	
Pump N. Munch	1180 Concord St. N.	Pass	
Sam's Mini Mart	400 Southview Blvd.	Pass	
Sam's Tobacco	211 13 th Ave. S.	Pass	
Hatrick Liquor	1150 Southview Blvd.	Pass	
Big Discount Liquor	333 Concord St. N.	Pass	

Officer Cavalier #2141

Officer Schmitz #2123



City of South St. Paul

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

Office of the City Clerk

April 22, 2025

Ms. Carolyn Brown
Family Dollar Store #23132
Attn: 8th Floor
500 Volvo Parkway
Chesapeake, VA 23320

RE: Hearing Notice – Tobacco Violation

The City Council has called for a hearing to consider the imposition of a sanction for a tobacco violation which occurred at the Family Dollar Store #23132, located at 1209 Southview Blvd., South St. Paul., on Thursday, March 27, 2025. This hearing will be held on **Monday, May 5th, 2025, at 7:00 PM** in the City Council Chambers located at City Hall, 125 3rd Avenue North.

At this hearing you will be given an opportunity to present evidence and argument with respect to said violation. Following the hearing, the City Council will make their findings and facts, a copy of which will be given to you.

Should you have any questions, please feel free to give me a call.

Sincerely,

Deanna Werner
City Clerk

Enclosure
cc: Willie Smith, Store Manager

PUBLIC HEARING NOTICE CITY OF SOUTH ST. PAUL

TO WHOM IT MAY CONCERN:

Notice is hereby given that the South St. Paul City Council will meet in the Council Chambers of the Municipal Building, 125 3rd Avenue North, South St. Paul, at 7:00 p.m. on Monday, May 5, 2025, to consider:

An administrative penalty for the alleged illegal sale of tobacco to a person under 21 years of age on March 27, 2025, at:

- *Family Dollar Store #23132, which is the Tobacco licensee of the premises at 1209 Southview Blvd., South St. Paul, Minnesota. pursuant to Municipal Code, Chapter 18, Article XXI, Section 18-673.*

Persons desiring to be heard are encouraged to attend the public hearing. Persons unable to attend may submit written comments prior to the date of the hearing to: Deanna Werner, City Clerk, 125 3rd Avenue North, South St. Paul, MN 55075. You may also send comments to: dwerner@southstpaul.org

/s/ Deanna Werner
City Clerk

Published in Pioneer Press: Thursday, April 23, 2025



INCIDENT

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

Case Number: 25000770

Title: Tobacco Compliance Check

Contains Confidential Person/Participant

INCIDENT INFORMATION

Offenses/Citation:

Address:

1209 Southview Boulevard
South St. Paul, MN 55075;
Dakota

Incident Type: Other

Parties Involved:

Start Date: 2025-03-27 14:55

Cook, Dannye Lovell [REDACTED] Mentioned

End Date:

Smith, Willie Terrell [REDACTED] Other

Reported Date: 2025-03-27 14:55

CASE INFORMATION

Body Cam:

Yes

Surveillance Video:

Narcam:

Mental Health/Substance
Related:

Refer to Juvenile Social
Services:

No

No

No

No

NIBRS Reportable: No

OFFICER INFORMATION

Name

Agency

Badge

Role

Mellissa Cavalier

South St. Paul

2141

Primary

Chad Schmitz

South St. Paul

2123

Assisting

SYNOPSIS OF EVENTS

Male sold cigarettes to [REDACTED] under 21 years of age.

NARRATIVE

On 3/27/25 Officer Schmitz and I conducted tobacco compliance checks with the assistance of two 18-year-olds, [REDACTED] and [REDACTED]. At approximately 1330 hours, [REDACTED] and [REDACTED] entered Family Dollar located at 1209 Southview Blvd. Officer Schmitz, and I were able to listen and record using our work issued cellphones. I can hear [REDACTED] ask for a "pack of Newport's" and also say, "The green ones are fine." The cashier (later identified as 19-year-old Dannye Cook) rings up the cigarettes and says the total. [REDACTED] pays for the cigarettes and says, "here ya go.... Thank you so much." I can softly hear Dannye say something about "2006" however it is inaudible. [REDACTED] turned the Newport Cigarettes over to me as evidence. [REDACTED] stated Dannye did check [REDACTED] ID and told [REDACTED] "2006, I'll let it slide."

CASE #: 25000770

INCIDENT REPORT



INCIDENT

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

Case Number: 25000770

Title: Tobacco Compliance Check

Contains Confidential Person/Participant

I walked into Family Dollar and immediately recognized Dannye, as he graduated from South St. Paul High School where I am the School Resource Officer. I advised Dannye that he just sold cigarettes to someone under 21 years of age. Dannye's manager, Willie Smith, was also on scene and I advised him what happened. Willie was upset and stated Dannye has no excuse to have sold to someone underage. Willie said he literally just called Dannye to tell him to ID everyone because he saw us conducting a check at another location. Willie also stated Dannye has been trained on how to properly check ID's.

Dannye did not provide a statement. Per the state statute, 609.685, "any person 21 years of age or older who sells, gives or furnishes Tabacco is in violation." Because Dannye is 19 years old, he was not issued a citation for this incident.

I entered the cigarettes and receipt into SAFE.

Officer Cavalier #2141

PARTIES INVOLVED

PERSON 1

Role(s): Mentioned

Last: Cook	First: Dannye	Middle: Lovell	Date of Birth: [REDACTED] (19)	
Sex: Male	Race: Black/African American	Height: 506 -506	Weight: 120 -120 lbs	Hair:
Eyes: Brown	Is Juvenile?: No	Ethnicity: Not Hispanic/Latino	Build:	Complexion:
Residence:	[REDACTED]			
Cell Phone:	[REDACTED]	Description:		

EMPLOYMENT INFORMATION

Name: Family Dollar	Type:
Occupation: Cashier	Shift:
Address: ; South St. Paul, MN; US	

PERSON 2

Role(s): Other

Last: Smith	First: Willie	Middle: Terrell	Date of Birth: [REDACTED] (54)	
Sex: Male	Race:	Height: 602 -602	Weight: 200 -200 lbs	Hair:



INCIDENT

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

Case Number: 25000770

Title: Tobacco Compliance Check

Contains Confidential Person/Participant

Eyes: Hazel

Is Juvenile?: No

Residence: No known address.

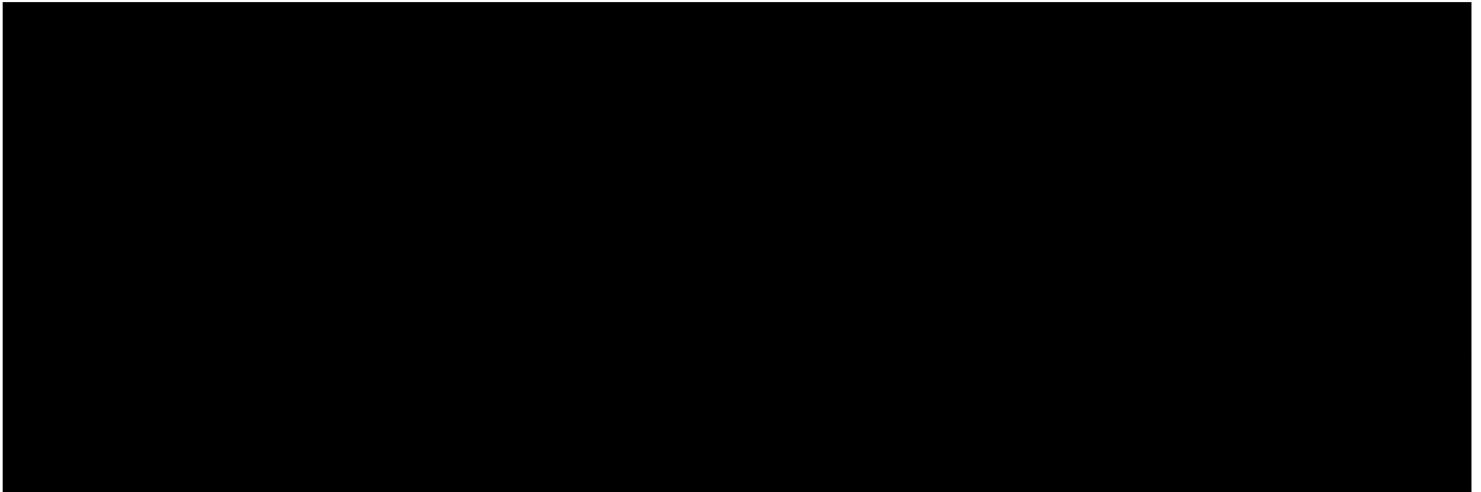
Cell Phone:



Description:

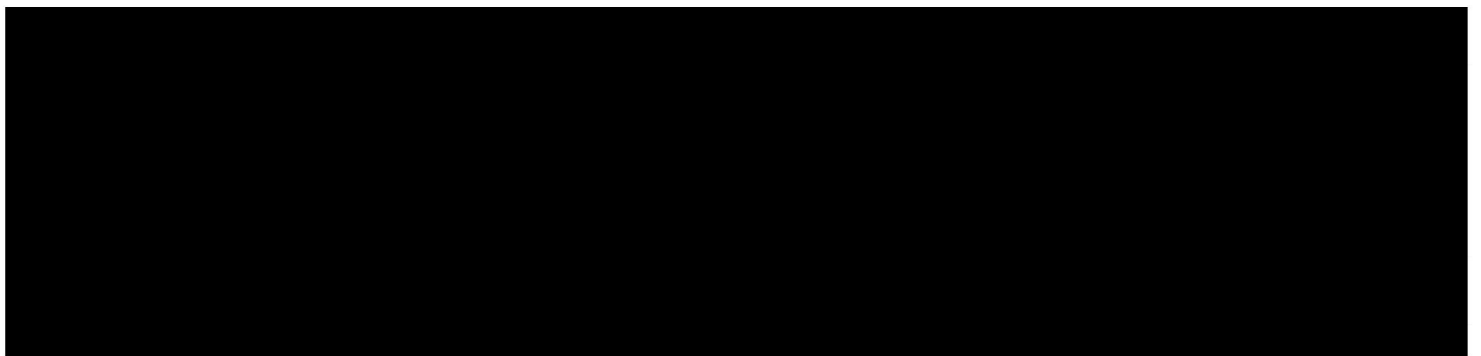
PERSON 3

Role(s): Confidential



PERSON 4

Role(s): Confidential



CASE #: 25000770

INCIDENT REPORT

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-052

**RESOLUTION CHARGING LICENSEE AN ADMINISTRATIVE PENALTY
FOR A TOBACCO SALE VIOLATION
(Family Dollar Store, 1209 Southview Blvd.)**

WHEREAS, Municipal Code Subsection 18-679 authorizes the City Council to charge a tobacco sales licensee an administrative penalty for an illegal sale of tobacco to a person under 21 years of age following notice to the licensee of the alleged violation and an opportunity to be heard;

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

Findings

- 1.01 Notice of a hearing regarding the charge of an administrative penalty for the alleged illegal sale of a package of cigarettes to a person under 21 years of age on March 27, 2025, was given to Family Dollar Store which is the tobacco sales licensee of the premises at 1209 Southview Blvd., South St. Paul, Minnesota, by United States mail and email on April 22, 2025, pursuant to Municipal Code, Section 18- 679.
- 1.02 The hearing was held on Monday, May 5, 2025, on about 7:00 o'clock p.m. in the City Council Chambers, 125 3rd Ave. North, South St. Paul, Minnesota.
- 1.03 At the hearing all persons who appeared and asked to be heard, were heard.
- 1.04 On March 27th, 2025, at about 2:55 p.m. a clerk at the premises at 1209 Southview Blvd., South St. Paul, Minnesota, licensed for the sale of tobacco products, known as Family Dollar Store, sold a package of cigarettes to a person under 21 years of age in violation of Municipal Code, Section 16-673(a) and 18-677.
- 1.05 On March 27, 2025, the licensee, Family Dollar Store, illegally sold tobacco products to a person under 21 years of age.

Conclusion

- 2.01 Based upon the evidence presented at the hearing, the City Council concludes that Family Dollar Store, as tobacco sales licensee of the premises at 1209 Southview Blvd., is responsible for the illegal sale by a clerk of a package of cigarettes to a person under 21 years of age on March 27, 2025, in violation of Municipal Code, Subsection 16-673(a) and 18-677.

Administrative Penalty

- 3.01 An administrative penalty of \$300 is imposed to Family Dollar Store. The monetary penalty is to be paid by 11:00 o'clock a.m. on May 30, 2025, at the office of the City Clerk. If the administrative penalty is not paid by May 30, 2025, the license will be further suspended without notice to the licensee until the administrative penalty is paid.

Adopted this 5th day of May 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: May 5, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 10.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Liquor Violation - Michlandia Bar & Centro Botanero

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approval of Resolution 2025-053, Imposition of Sanctions for Liquor License Violation

OVERVIEW

On April 21, 2025, the City Council called for public hearings to be held on Monday, May 5th, 2025, to consider the imposition of sanctions for liquor violations which occurred at Michlandia Bar & Centro Botanero.

Each year the Police Department conducts alcohol and tobacco compliance checks on City-licensed establishments. In performing compliance checks, the Police Department utilizes age-appropriate individuals who are under police supervision. These individuals will enter an establishment and either request to be served alcohol or attempt to purchase alcohol. Alcohol compliance checks are performed separately from tobacco compliance checks.

On March 27, 2025, the Police Department conducted liquor compliance checks on all South St. Paul liquor license holders. Michlandia Bar and Centro Botanero were found to be in violation of liquor laws by selling to a minor. Attached is the South St. Paul Police Incident Report, and a listing of past liquor violations.

State law authorizes the City Council to impose sanctions on a liquor holder for liquor law violations and requires that no suspension or revocation take effect until the licensee or permit holder has been given the opportunity for a hearing.

In September 2003, the City Council adopted Resolution 2003-183, which sets forth guidelines that may be considered when determining the sanction to be imposed. A copy of the resolution is attached. This liquor violation is considered the first violation by this owner.

Since this is the first violation by this owner, staff recommend no suspension of the license be ordered, but a \$500.00 Civil Penalty be imposed and paid in full by 11:00 AM on Friday, May 30th, 2025, unless extenuating circumstances can be explained by the owner or owner's

representative, in which case staff would recommend suspending \$200.00 of the \$500.00 civil penalty resulting in a \$300.00 penalty to be paid in full by Friday, May 30th, 2025.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Resolution 2003-183, Penalties for Liquor
2. Liquor Sanction History
3. Liquor Compliance Check Memo 2025
4. 2025 Liquor Violation - Michlandia packet
5. 2025-053, Liquor Violation - Michlandia Bar

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2003-183

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

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

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

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

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

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

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

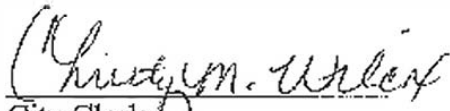
2. The following guidelines may be considered by the City Council in determining a civil penalty:

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

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

3. Resolution No. 98-144 is hereby rescinded and repealed.

Adopted this 2nd day of September, 2003.


City Clerk

Liquor Violations/Sanctions History

Year	Liquor License Holder	Violation Date	Sanction Imposed
2025	Michlandia Bar & Centro Botanero	3/27/2025	TBD
2024	Hat Trick Liquor (New Owner)	3/29/2024	\$500.00 Penalty, \$200 suspended, \$300 due by 5/31/2024
2024	El Hornito Wood Fire Pizza	3/29/2024	\$500.00 Penalty, \$200 suspended, \$300 due by 5/31/2024
2023	No Violations		
2022	No Violations		
2021	Bugg's Place	4/1/2021	\$500.00 Penalty, \$200 suspended, \$300 due by 8/23/2021
2021	Croatian Hall	4/1/2021	\$500.00 Penalty, \$200 suspended, \$300 due by 8/23/2021
2020	Bugg's Place	3/10/2020	No Sanction imposed - Due to COVID 19
2019	Croatian Hall	3/12/2019	\$300, \$200 penalty if another violation withing 1 year of 3/12/2019
2019	Big Discount Liquour	3/12/2019	\$300, \$200 penalty if another violation withing 1 year of 3/12/2019
2018	EnVision Hotel	3/15/2018	\$300, \$200 penalty if another violation withing 1 year of 3/15/2018
2018	Hat Trick Liquor	3/15/2018	\$300, \$200 penalty if another violation withing 1 year of 3/15/2018
2017	El Neuvo 7 Mares	6/6/2017	\$300, \$200 penalty if another violation withing 1 year of 6/6/2017
2016	The Garden Bar	3/25/2016	\$300, \$200 penalty if another violation withing 1 year of 3/25/2016
2015	Super Mercado La Merced	4/3/2015	\$300, \$200 penalty if another violation withing 1 year of 4/3/2015
2014	Concord Bar & Grill (New Owner)	4/2/2014	\$300, \$200 penalty if another violation withing 1 year of 4/2/2014
2013	No Violations		
2012	Al's Corral	4/6/2012	\$500, <i>Licensee did not attend hearing</i>
2012	Concord Bar & Grill	4/6/2012	\$300, \$200 penalty if another violation withing 1 year of 4/6/2012
2012	SSP Rod & Gun Club	4/6/2012	\$200.00 from previous violation, \$300 for 4/6/2012 violation and \$200 penalty if another violation within 1 year of 4/6/2012
2012	Concord E-Z Stop	4/6/2012	\$500, <i>Licensee did not attend hearing</i>
2011	Matties Lanes	4/1/2011	\$300, \$200 penalty if another violation withing 1 year of 4/1/2011
2011	Concord Bar & Grill	4/1/2011	\$300, \$200 penalty if another violation withing 1 year of 4/1/2011
2011	PNA Club	4/1/2011	\$300, \$200 penalty if another violation withing 1 year of 4/1/2011
2011	SSP Rod & Gun Club	4/1/2011	\$300, \$200 penalty if another violation withing 1 year of 4/1/2011
2010	No Violations		



South St. Paul Police Department

Brian J. Wicke • Chief of Police

125 Third Avenue North • South St. Paul, MN 55075 • (651) 554-3300 • Fax (651) 554-3301

Memorandum

To: Chief Brian Wicke
CC: Commander Mike Running
From: Officer Cavalier & Officer Schmitz
Date: March 27th, 2025
Subject: Alcohol Compliance Checks

On March 27th, 2025 alcohol compliance checks were conducted and completed by Officer Cavalier and Officer Schmitz with the assistance of a male and female under 21 years of age.

A total of 15 businesses were checked and are listed below along with the result (pass/ fail).

Polish National Alliance	622 1 st Ave. S.	Pass	
Croatian Hall	445 2 nd Ave. S.	Pass	
South St. Paul Rod & Gun Club	600 Gun Club Rd.	TBD	
Al's Corral Bar	440 Concord St. S.	Pass	
Bugg's Place	925 Concord St. N.	Pass	
Hat Trick Liquors	1150 Southview Blvd.	Pass	
Big Discount Liquor	333 Concord Exch N.	Pass	
Kwik Trip	455 Concord St. S.	Pass	
Stockyards	456 Concord Exch S.	Pass	
Concord Lanes	365 Concord St. N.	Pass	
Envision Hotel	701 Concord St. S.	TBD	
El Hornito Pizza	1527 5 th Ave. S.	Pass	
Michelandia Bar	600 Concord St.	Fail	25000771
TL Networks	111 Concord St. S.	TBD	
Black Sheep	705 Southview Blvd.	TBD	

Officer Cavalier #2141

Officer Schmitz #2123



City of South St. Paul

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

Office of the City Clerk

April 22, 2025

Mr. Jorge Antonio Tirado Hernandez
Michlandia Bar & Centro Botanero, LLC
2761 Granite Court N
Oakdale, MN 55128

RE: Hearing Notice – Liquor Violation

The City Council has called for a hearing to consider the imposition of a sanction for a liquor violation which occurred at Michlandia Bar & Centro Botanero located at 600 Concord St. N, South St. Paul., on Thursday, March 27, 2025. This hearing will be held on **Monday, May 5th, 2025, at 7:00 PM** in the City Council Chambers located at City Hall, 125 3rd Avenue North.

At this hearing you will be given an opportunity to present evidence and argument with respect to said violation. Following the hearing, the City Council will make their findings and facts, a copy of which will be given to you.

Should you have any questions, please feel free to give me a call.

Sincerely,

Deanna Werner
City Clerk

Enclosure
cc: Sergio Andrade

**PUBLIC HEARING NOTICE
CITY OF SOUTH ST. PAUL**

TO WHOM IT MAY CONCERN:

Notice is hereby given that the South St. Paul City Council will meet in the Council Chambers of the Municipal Building, 125 3rd Avenue North, South St. Paul, at 7:00 p.m. on Monday, May 5, 2025, to consider:

An administrative penalty for the alleged illegal sale of liquor to a person under 21 years of age on March 27, 2025, at:

- *Michlandia Bar & Centro Botanero, which is the On Sale Intoxicating/Sunday Liquor licensee of the premises at 600 Concord St. N, South St. Paul, Minnesota. pursuant to Municipal Code, Chapter 6, Article III, Section 6-80.*

Persons desiring to be heard are encouraged to attend the public hearing. Persons unable to attend may submit written comments prior to the date of the hearing to: Deanna Werner, City Clerk, 125 3rd Avenue North, South St. Paul, MN 55075. You may also send comments to: dwerner@southstpaul.org

/s/ Deanna Werner
City Clerk

Published in Pioneer Press: Thursday, April 23, 2025



INCIDENT

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

Case Number: 25000771

Title: Alcohol Compliance Check

Contains Confidential Person/Participant

INCIDENT INFORMATION

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

Address: 600 Concord Street N
South St. Paul, MN 55075;
Dakota

Incident Type: Other

Start Date: 2025-03-27 13:45

End Date: 2025-03-27 14:00

Reported Date: 2025-03-27 14:57

Parties Involved:

Guerra Tayan, Lesly Dayana [REDACTED] Suspect

Tirado Hernandez, Jorge Antonio [REDACTED]

Owner

[REDACTED]

1 more.

CASE INFORMATION

Photos:
Yes

Body Cam:
Yes

Statements:
Yes

Surveillance Video:

No

Narcans:

No

Mental Health/Substance
Related:

No

Refer to Juvenile Social
Services:

No

OFFICER INFORMATION

Name
Mellissa Cavalier
Chad Schmitz

Agency
South St. Paul
South St. Paul

Badge
2141
2123

Role
Primary
Assisting

SYNOPSIS OF EVENTS

Female served alcoholic beverages to two individuals under 21 years of age.

NARRATIVE

On 03/27/25 Officer Schmitz and I conducted alcohol compliance checks with the assistance of two people under the age of 21 years old. At approximately 1350 hours, [REDACTED] and [REDACTED] entered Michelandia Bar located at 600 Concord St. N. Officer Schmitz and I were able to listen and audio record using our work issued cellphones. [REDACTED] and [REDACTED] sat down at the bar, and [REDACTED] order two Modelo beers in Spanish. The female server (later identified as Lesly Dayana Guerra Tayan DOB/[REDACTED]) served [REDACTED] and [REDACTED] each a bottle of Modelo beer and they said "cheers" which was the code word to notify Officer Schmitz and I they were served. Lesly served them without requesting to see their identification.

CASE #: 25000771

INCIDENT REPORT



INCIDENT

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

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I walked into Michelandia and observed [REDACTED] and [REDACTED] sitting at the bar with an open bottle of Modelo in front of each of them. I advised [REDACTED] and [REDACTED] to go back to the car and I took photographs of the Modelo's. I also poured beer from each Modelo into a container for evidence. I observed a male and female (Lesly) working who appeared to be nervous and avoiding me. I made contact with the male (identified as Uriel Meza Tirado) and advised that they served two individuals under 21 years of age. There was a language barrier, therefore, I requested [REDACTED] to come back inside to assist with translating. Uriel stated he was the assistant manager, and he was attempting to contact the manager, Jorge Tirado Hernandez, via phone with no answer. Utilizing [REDACTED], I asked Lesly why she didn't ask for identification and if she was trained on how to check identification. Lesly was crying and stated she has been trained; however, she forgot to ask for their identification. I advised Lesly that I would be writing a report and sending it down for review of charges. I also advised that the business would be reported and to inform Jorge and provided my card which included my cellphone number. It should be noted I asked to pay for the Modelo's but they did not accept. At approximately 1437 I spoke with Jorge via phone and explained to him this incident.

I entered the container of Modelo into SAFE as evidence and uploaded the pictures and recordings to this case file.

CC: City Attorney

Officer Cavalier #2141

PARTIES INVOLVED

PERSON 1

Role(s): Suspect

Last: Guerra Tayan	First: Lesly	Middle: Dayana	Date of Birth: [REDACTED] (26)	
Sex: Female	Race: White	Height: 501 -501	Weight: 135 -135 lbs	Hair:
Eyes: Brown	Is Juvenile?: No	Ethnicity: Hispanic/Latino	Build:	Complexion:
Residence:	[REDACTED]			
Cell Phone:	[REDACTED]	Description:		

EMPLOYMENT INFORMATION

Name: Michelandia Bar
Occupation: Bartender
Address: ; South St. Paul, MN; US
Type:
Shift:



INCIDENT

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

Case Number: 25000771

Title: Alcohol Compliance Check

Contains Confidential Person/Participant

OFFENSES/ORDINANCES

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

PERSON 2

Role(s): Owner

Last: Tirado First: Jorge Middle: Antonio Date of Birth: (44)

Sex: Male Race: White Height: Weight: Hair:

Is Juvenile?: No Ethnicity: Hispanic/Latino Build: Complexion:

Residence: No known address.

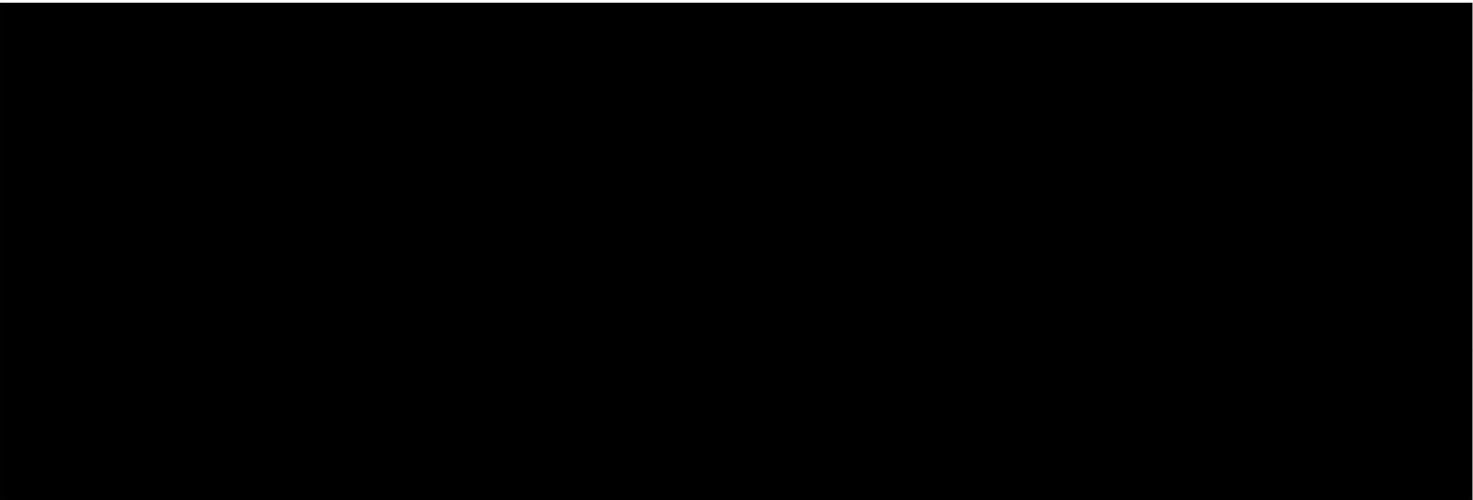
Cell Phone: Description:

EMPLOYMENT INFORMATION

Name: Michelandia bar Type:
Occupation: Owner Shift:
Address: ; South St. Paul, MN; US

PERSON 3

Role(s): Confidential



CASE #: 25000771

INCIDENT REPORT

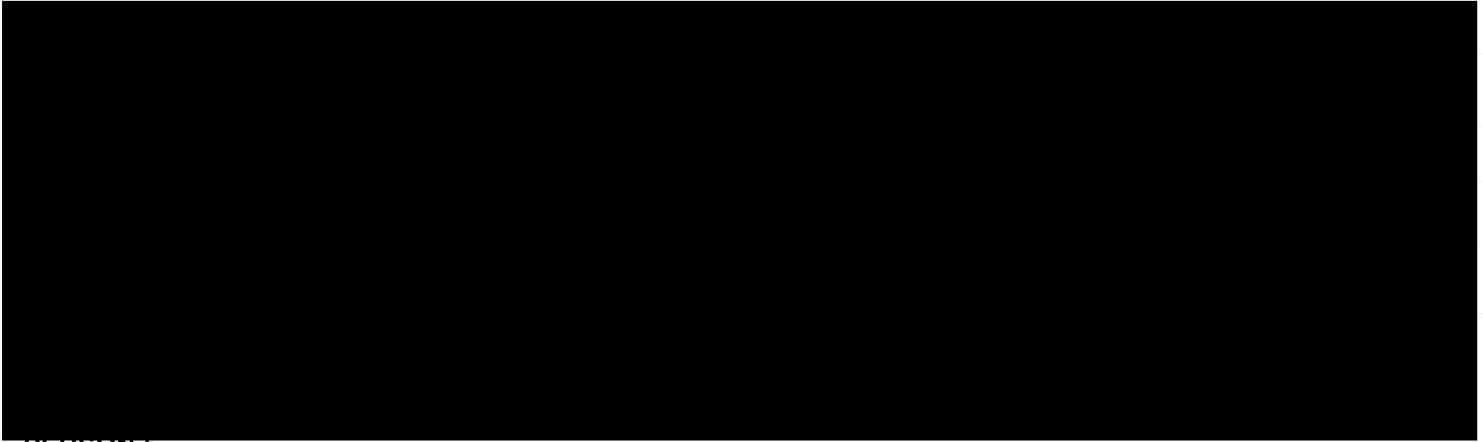


INCIDENT
South St. Paul - Investigations
125 3rd Ave. N.
South St. Paul, MN 55075
Telephone: 651-554-3300

Case Number: 25000771
Title: Alcohol Compliance Check
Contains Confidential Person/Participant

PERSON 4

Role(s): Confidential



PERSON 5

Role(s): Mentioned

Last: Meza Tirado	First: Uriel	Middle:	Date of Birth:	(21)
Sex: Male	Race:	Height: 506 -506	Weight: 190 -190 lbs	Hair:
Eyes: Brown	Is Juvenile?: No			
Residence:				

NIBRS OFFENSE TYPE(s):

Liquor Law Violations

Location Type: Bar/Nightclub

CASE #: 25000771
INCIDENT REPORT

City of South St. Paul
Dakota County,
Minnesota

RESOLUTION NO. 2025-053

**RESOLUTION IMPOSING SANCTIONS UPON ON SALE INTOXICATING
LIQUOR LICENSE HOLDER
MICHLANDIA BAR & CENTRO BOTANERO**

WHEREAS, state law authorizes a city council to impose sanctions upon the holder of a retail on sale intoxicating liquor license who has failed to comply with an applicable statute, upon a hearing duly noticed, and the opportunity for the license holder to be heard:

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

FINDINGS

- 1.01 Notice of a hearing for the imposition of a sanction for a liquor violation was duly given to the on-sale intoxicating liquor license holder for the premises at 600 Concord Street North., South St. Paul, Minnesota on April 22, 2025, pursuant to Minnesota Statutes, section 14.57 to 14.69.
- 1.02 The hearing was held on Monday, May 5, 2025, in the Council Chambers of City Hall.
- 1.03 At the hearing all persons who appeared and desired to be heard, were heard.

CONCLUSION

- 2.01 Based upon the evidence presented at the hearing, the City Council concludes that the license holder for the premises at 600 Concord Street North. (Michlandia Bar & Centro Botanero) failed to comply with an applicable statute in that an alcoholic beverage was served to a minor on March 27th, 2025, in the licensed establishment.
- 2.02 The following sanction is imposed for the violation:
 - a) A \$500.00 civil penalty is imposed, \$200.00 is suspended upon the condition there is no same or similar offense within one year of March 27th, 2025.
 - b) That the \$300.00 civil penalty must be paid by 11:00 AM on Friday, May 30, 2025.
 - c) If the \$300.00 civil penalty is not paid by May 30, 2025, the license will be further suspended without notice of the licensee until the civil penalty is paid.

Adopted this 5th day of May 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE:

May 5, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Monika Miller

AGENDA ITEM NUMBER:

11.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Second Reading-Ordinance Amendment to Set the Maximum Allowable Height for All Detached Garages to 16 Feet

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Ordinance 1433 to set the maximum allowable height for all detached garages at 16 feet.

OVERVIEW

The Applicant, Jack Pietruszewski, is seeking an ordinance amendment to allow detached garages to be up to 16 feet in height, regardless of the style of roof on the garage. Currently, only detached garages with hip roofs and gable roofs can be 16 feet tall. All other detached garages are limited to being 12 feet tall. The Applicant would like to construct a detached garage with a shed style roof that is just over 14 feet tall.

Background

The Applicant is the co-owner of a single-family home located at 1820 Faber Avenue. The Applicant would like to construct a 35-foot by 26-foot detached garage in his rear yard to address his parking and storage needs. The Applicant's proposed detached garage would have a shed roof which is a roof style that features a flat roof with a single slope in one direction. Separate from the ordinance amendment, the Applicant is seeking a conditional use permit to have a detached garage since his property already has an attached garage.

Why is the Applicant Seeking a Code Amendment Instead of a Variance?

The Applicant originally explored getting a variance for their garage project before deciding to seek an ordinance amendment. The City Council does have the authority to grant a variance and allow a project to proceed that deviates from the City Code, but they can only do this if the project complies with the rules for variances that are contained in State Statute. State Statute says that variances can only be granted in situations where there is a unique "practical difficulty" that is specific to a property. The expectation is that most properties will follow the City Code but a variance can be granted if there is something special about an individual piece of property. When a homeowner has an architectural design preference or building size preference and simply does not want to follow the City Code, that generally would not be considered a practical difficulty.

Staff brought it to the Applicant's attention that his desire for a taller garage did not appear to meet the variance criteria and Staff would need to recommend denial if he pursued a variance. The Applicant was firm on wanting to try to get approval to have a 15-foot-tall garage with a shed roof, so Staff encouraged him to apply for an ordinance amendment and explore whether the City Council is willing to change this part of the City Code.

Accessory Structure Regulations

The rules for detached accessory structures can be found in City Code Section 118-208. This code section lays out the height rules for detached garages. The garage height rules in their current form have been in place since 1994. The maximum allowable height for a detached garage with a hip or gable roof is 16 feet, measured from the garage floor to the peak of the roof. The maximum allowable height for a detached garage with any other roof style is 12 feet, measured from the garage floor to the peak of the roof. No detached garage is allowed to have sidewalls that are greater than 10 feet in height. This prevents a garage from being constructed that is more than one story.

South St. Paul's current height rules for detached garages have been in place since 1994. The current garage height rules were the direct result of a very contentious fight between the City and a property owner who sought to exploit loopholes in the old garage height rules to build a very tall two-story detached garage with 16-foot sidewalls and a 6-foot-tall roof which would have made his garage effectively 22 feet tall at the peak. The City Attorney at the time helped prepare the current rules for detached garage height and the rules leave very little room for loopholes.

Different communities throughout the Twin Cities metro have different rules for detached garage height. When a City sets garage height rules, it is a policy decision that attempts to balance the fact that some residents want to own a very large detached garage with the fact that a very large garage can have a negative impact on adjacent properties (impact on light and air, poor aesthetics, increased potential for an illegal commercial business use, etc.). In 1994, garages with gable roofs and hip roofs were given an allowance for extra height because that type of roof design reduces the massing and visual impact of a garage structure.

Is it Common to Regulate Garage Height by Architectural Style?

Staff reviewed the garage height requirements for 12 other cities in the Twin Cities metro area and learned that it is difficult to do a true "apples to apples comparison" because many cities use entirely different frameworks for regulating garage height instead of measuring from the garage floor to the peak of the roof like South St. Paul does. Many communities have a building height definition which measures height differently depending on what the roof style is. For example, West St. Paul defines building height as "the vertical distance to the highest point of the roof for flat roofs; to the deck line for mansard roofs; and to the average height between the highest roof ridge and its associated eaves for gable, hip and gambrel roofs, as measured from the finished grade level of the front elevation of the structure."

A community that measures height in this way may technically have one height limit that applies

to all garages, but it plays out in unique ways because height is measured differently for each roof type. Even though West St. Paul technically limits accessory buildings to being only 15 feet in height, this only applies to garages with a flat, mansard or shed roof. Because of the way “height” is defined, a garage with a gable, hip or gambrel roof can be built to be up to 18 feet tall.

Regardless of how garage height is defined, South St. Paul’s detached garage height standards are more restrictive than most of the 12 cities that were reviewed. Even if South St. Paul allowed all detached garages to be up to 16 feet in height as measured from the garage floor to garage peak, it would not make South St. Paul an outlier in terms of garage height as long as the 10-foot side wall height restriction remains in place.

Draft Ordinance

In response to the Applicant’s code amendment petition, Staff drafted an ordinance that would set the maximum allowable height for all detached garages to 16 feet, measured from the garage floor to the peak of the roof. For shed roofs, the side wall height measurement would be taken at the low eave side. Each side of a shed-roofed building has a different side wall height, and the high eave side would have side walls that are almost as tall as the peak of the roof.

Discussion

City Staff frequently receive requests from residents who want to construct a garage in a residential neighborhood that is taller than the City Code allows. Often this is for innocent purposes like a desire for more storage space but sometimes a resident secretly or not-so-secretly wants a commercial garage that is large enough to operate an unlawful commercial business out of (i.e. car repair, warehousing and distribution, business headquarters, oversized commercial vehicle parking, etc.). Historically, the Planning Commission and City Council have also been concerned that properties with a 2-story garage may try to convert the second story into an illegal dwelling unit. South St. Paul’s accessory structure rules prohibit garages from exceeding one story in height which is an attempt to address these concerns. Capping garage height at 16 feet further ensures that garages will blend in with the aesthetics of a residential neighborhood and will look and feel residential rather than commercial.

Zoning rules for garage height are ultimately a community values policy decision that centers on design and architecture. There are many communities that allow slightly larger detached garages than South St. Paul does today, and the proposed ordinance amendment will likely have a minimal impact on South St. Paul’s neighborhood aesthetics and will give residents slightly more flexibility to be creative with garage architecture. City Staff likes the simplicity of the zoning code’s existing garage height framework where garage height is measured from floor to peak. In communities that use a more complicated formula involving average grade and “average height of the roofline” to calculate garage height, it sets residents and staff up for arguments and provides opportunities for loopholes on properties with unusual grades.

The Applicant has applied for a code amendment and a conditional use permit simultaneously in

the hopes that he can build his ideal garage. If the City Council does not adopt the ordinance amendment, the Applicant will need to reduce the height of his garage to 12 feet or change the garage roof's style to be a hip or gable roof.

Planning Commission Public Hearing and Recommendation

The Planning Commission reviewed the ordinance and the Applicant's Conditional Use Permit request at their April 2nd meeting. As part of their discussion, the commissioners considered how different roof styles may impact the look of a garage in terms of scale, specifically for a garage with a mansard or gambrel roof. The Commissioners generally came to the consensus that many of the non-traditional roof styles (such as shed, mansard or gambrel) will likely continue to be used infrequently even if the garage height rules are relaxed. Factor such as the additional material costs associated with these roof styles and their impracticality in a climate with rain and snow would prevent a surge of garages with these other roof styles. At the conclusion of the public hearing, the Planning Commission voted to recommend approval of the ordinance as presented with a vote of 6-1 (Hart). Commissioner Hart expressed that garages with mansard roofs have too much massing and he does not believe that they should not be given a 16-foot height allowance.

Recommended Action:

Adopt Ordinance 1433 to set the maximum allowable height for all detached garages at 16 feet.

A first reading for this ordinance was held at the April 21, 2025 City Council meeting.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Ordinance 1433- Ordinance Amending the Height Standards for Garages
2. Garage Roof Architectural Style Guide
3. List of Maximum Allowable Garage Height by City
4. Applicants Narrative

City of South St. Paul
Dakota County, Minnesota
Ordinance No. 1433

**AN ORDINANCE TO SET THE MAXIMUM ALLOWABLE HEIGHT FOR
DETACHED GARAGES AT 16 FEET**

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

SECTION 1. AMENDMENT. South St. Paul City Code Sections 118-208(d) (1) is hereby amended as follows:

(d) *Maximum height.*

(1) All residential zoning districts:

- a. Garages or any accessory structure intended to or capable of storing vehicles:
 - i. No detached garage shall exceed one story. As used in this subsection, the word "story" means the portion of the garage between the surface of the floor and the roof above.
 - ~~ii. In the case of a hip roof or gable roof, no part of the garage shall exceed a height of 16 feet measured from the garage floor to the highest point of the roof; in all other cases the highest point of the garage shall not exceed a height of 12 feet above the surface of the garage floor.~~
 - ii. No part of a garage shall exceed a height of 16 feet, measured from the garage floor to the highest point on the roof.
 - iii. The exterior side walls of a garage shall not exceed ~~ten~~ 10 feet in height. This measurement shall be taken at the exterior intersection of the wall and the roof rafters for a hip, gable, gambrel, mansard, or flat roof. For a shed roof, this measurement shall be taken at the low eave side.
- b. All other accessory buildings:
 - i. The height of a detached building shall not exceed 12 feet. If attached, the structure shall not exceed the height of the principal building.

SECTION 2. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance

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

The ordinance clarifies that the maximum allowable height for a detached garage is 16 feet as measured from the floor to the highest point of the roof, regardless of the type of roof on the garage.

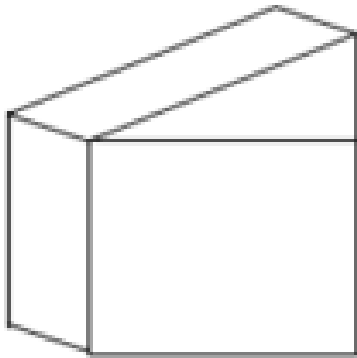
SECTION 3. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: May 5, 2025

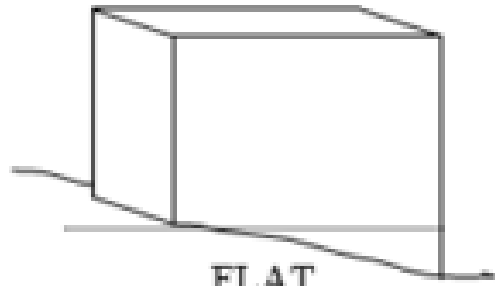
Published: May 7, 2025

Deanna Werner, City Clerk

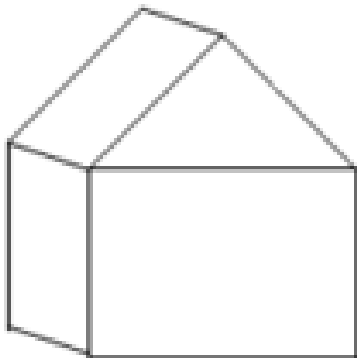
GARAGE ROOF ARCHITECTURAL STYLE GUIDE



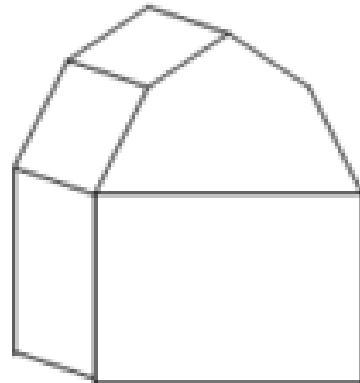
SHED



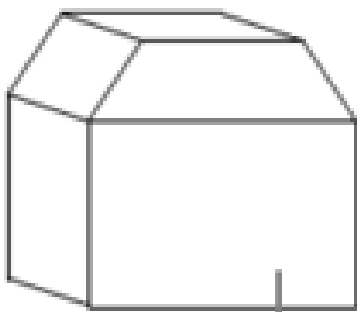
FLAT



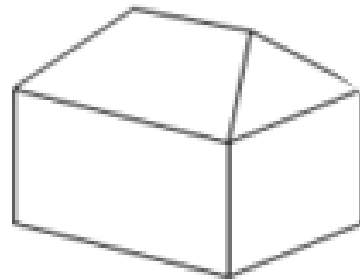
GABLE



GAMBREL



MANSARD



HIP

LIST OF MAXIMUM ALLOWABLE GARAGE HEIGHT BY CITY

City Name	Maximum Allowable Height
West St. Paul	15'*
Mendota Heights	1.5 stories and must not exceed 15' in height*
Rosemount	18'*
Burnsville	15'*
Apple Valley	16'*
Minneapolis	13', can be increased to 16' when the primary exterior materials match the primary exterior materials of the house and the roof pitch
Saint Paul	15' for flat or shed style roof or 18' for all other roof styles*
St. Louis Park	15' but can be increased to 24 feet if the primary exterior materials of the accessory building match the primary exterior materials of the house and the roof pitch
Richfield	The height of the principal structure, 1.5 stories or 18 feet, whichever is less*
Edina	18' or 1.5 stories, whichever is less
Roseville	15'*
Little Canada	15'*

* Denotes a City where the building height is defined as the vertical height to the highest point of the roof for a flat roof; to the deck line for a mansard roof; and to the average height between the highest roof ridge and its associated eaves for gable, hip or gambrel roofs, as measured from the finished grade or the average grade of the structure

Narrative for Conditional Use Permit & Zoning Ordinance Amendment

Applicant: Jack Pietruszewski

Property Address: 1820 Faber Avenue

City: South St. Paul, MN

Conditional Use Permit (CUP) Request for Detached Garage

I am requesting a Conditional Use Permit (CUP) to construct a detached garage on my property. My home currently has a tuck-under garage, which is significantly smaller than modern garage standards and does not adequately fit our family's SUV, making it impractical for daily use. As our family grows, we require additional space to safely park vehicles and store necessary household and outdoor items.

The addition of a detached garage will:

- Provide safe and functional parking for our family vehicle.
- Align with other properties in the neighborhood that have detached garages.
- Improve property value and curb appeal without negatively impacting neighbors.

This request meets the intent of South St. Paul's zoning regulations by maintaining residential character while ensuring practical use of the property. The proposed garage will be built with quality materials and designed to blend with the existing home and surrounding area.

Zoning Ordinance Amendment Request – Roof Height Restrictions

I am also requesting a Zoning Ordinance Amendment to revise South St. Paul's restrictive roof height regulations. Currently, the city allows:

- Gable and hip roofs to have a maximum height of 16 feet.
- All other roof styles (Mansard, gambrel, shed, etc.) to have a maximum height of only 12 feet.

This 12-foot restriction is significantly lower than those in surrounding communities, which allow 15 to 16 feet for all garage roof styles, as well as Minnesota state code standards. This creates unnecessary design limitations and does not reflect modern construction trends or practical homeowner needs.

Updating the ordinance to allow all roof styles up to 16 feet will:

1. Align South St. Paul with neighboring cities and state standards, ensuring consistency in zoning enforcement.

2. Simplify the zoning code by setting one universal height restriction (16 feet) for all detached garage roof styles, making it easier for residents and the city to comply.
3. Allow homeowners greater design flexibility while maintaining the character of the neighborhood.

This amendment would not negatively impact neighboring properties but would instead modernize South St. Paul's zoning regulations, allowing for uniformity, fairness, and easier enforcement.

Conclusion

I respectfully request approval for my Conditional Use Permit to construct a detached garage and consideration of my request to amend the zoning ordinance to allow all garage roof styles up to 16 feet. These updates will help residents like myself make better use of our properties while keeping South St. Paul in line with current standards and surrounding communities.

I appreciate your time and consideration. Please let me know if further information is needed.

Sincerely,
Jack Pietruszewski
1820 Faber Avenue, South St. Paul



CITY COUNCIL AGENDA REPORT

DATE:

May 5, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Monika Miller

AGENDA ITEM NUMBER:

11.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Conditional Use Permit for a Detached Garage at 1820 Faber Avenue

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2025-51 approving a conditional use permit for a detached garage at 1820 Faber Avenue

OVERVIEW

The Applicant, Jack Pietruszewski, is seeking to construct a detached garage on his property at 1820 Faber Avenue. Today, the property has an attached single-stall garage and so a conditional use permit is required to construct a detached garage on the property.

Background

The Applicant is the co-owner of the single-family home located at 1820 Faber Avenue. The property has R-1, Single-family district zoning. The home at the subject property was constructed in 1963 with a single-stall, tuck under garage. The Applicant has found that the single-stall garage is not sufficient for his family's parking and storage needs and is requesting a conditional use permit to construct a detached garage at the property. The Applicant would like to construct a 35-foot by 26-foot detached garage in his rear yard to address his parking and storage needs. A conditional use permit is required to construct a detached garage on a property with an existing attached garage.

Site Characteristics

The subject property is a 13,000 square foot lot that is tucked back in a wooded, ravine area off of Pleasant Avenue. The property does not have frontage on Pleasant Avenue and the Applicant accesses his property via a shared driveway he has deeded access to. The property is surrounded by steep slopes/ravines to the north and west. The ravine on the west side of the property starts at the westernmost property line and ends at 19th Avenue North which is 50 feet below its starting point. The slope on the north side is equally as dramatic. To best utilize the limited flat area on the lot, the house on the subject property was constructed in the southeastern corner. The front door of the home and the access to the single stall garage face north.

The subject property does not have a shed or other traditional accessory structures on site. When staff visited the subject property in March, a freestanding carport that had been installed over part of the driveway to provide additional covered storage for vehicles. Freestanding carports are prohibited in South St. Paul.

Proposed Garage

The Applicant has proposed to construct a three-stall garage that would be approximately 26-foot by 35-foot or 910 square feet. The garage is proposed to be constructed with a shed style roof, which is a roof style that features a flat roof with a single slope in one direction. The homeowner is proposing a garage of this style to accommodate their boat. The garage is proposed to be 14 feet 6 inches tall with side walls that are 9 feet tall. The garage will be sided with LP Smart siding, which is one of the most common siding materials on the market. The siding color would match the color of the house. The roof would be a standing seam metal roof as the pitch of the roof is too low for a traditional asphalt shingle roof.

Evaluation of Request

Lot Coverage

The maximum percentage of a lot that can be covered by a single-family dwelling and accessory structures on a property with R-1 zoning is 35%. The current lot coverage for the property is 11%. If the proposed garage is constructed, the lot will have approximately 18% lot coverage. The proposed garage meets lot coverage requirements.

Setbacks

Accessory structures must be at least 5 feet from the side property line when located in the middle third of the yard and 3 feet from the side property line when located in the rear third of a yard. Accessory structures must be located at least 3 feet from the rear property line. Given that the lot is not served by a public road in a traditional manner, the distinction of the front/side/rear property line is less straightforward for the subject property than for other lots. At the direction of the City Attorney, staff was able to determine that the front property line is the southernmost property line. The garage is proposed to be 63 feet from the front property line, 6 feet from the western side property line, 48 feet from the eastern side property line and 60 feet from the rear property line. The proposed garage meets the setback requirements.

Size

The maximum allowable size for a detached garage is 1,000 square feet. The maximum allowable size for all accessory buildings on a single property is 1,200 square feet. The subject property does not have any other lawful accessory structures. The proposed garage complies with the size requirements for an accessory structure.

Height

The maximum allowable height for a garage with a hip or gable roof is 16 feet. The maximum allowable height for a garage with any other style of roof (shed, flat, mansard or gambrel) is 12 feet. The Applicant would like the proposed garage to be 14 feet 6 inches tall. This does not comply with the Zoning Code. However, the Applicant has requested a code amendment to set

the maximum allowable height for all garages to 16 feet, regardless of the architectural style of the roof. If the code is amended, the garage will meet the height requirements. If the code amendment is not successful, the Applicant will need to change the garage roof to be a hip or gable roof or the Applicant will need to decrease the height of the garage to 12 feet.

Exterior Materials/Finish

The proposed garage would use LP Smart Siding with a color that will match the house and a standing seam metal roof. These materials comply with the exterior materials/finish requirements for an accessory structure.

Ordinance Amendment Requested in Tandem with Conditional Use Permit Request

The Applicant would like to construct a garage with a shed roof as opposed to a hip or gable roof. South St. Paul's code restricts the height for a garage with a non-hip or gable roof to 12 feet while garages with a hip or gable roof can be up to 16 feet tall. The Applicant has requested an ordinance amendment in tandem with their conditional use permit request. A first reading for this ordinance was held at the April 21, 2025 City Council meeting.

CONDITIONAL USE PERMIT CRITERIA

A City may require a conditional use permit for certain types of businesses or structures that they are generally fine with but feel there is a need for case-by-case review to prevent negative impacts. The City can attach conditions to each approval to address those potential negative impacts. The State of Minnesota provides cities with specific review criteria for when to grant a conditional use permit and cities incorporate these criteria into their zoning code. A city must approve a conditional use permit if the project meets the criteria for granting a conditional use permit. Conditional use permits should be reviewed through the lens of the criteria outlined in the City Code for conditional use permits in residential districts:

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

a manner as to minimize traffic congestion and hazards in the public streets.

6. In residential districts, certain uses may not be considered appropriate within the interior of residential neighborhoods because of noise, traffic, or other conditions that would tend to adversely affect the residential character of the neighborhood and possibly reduce property values. These may be considered appropriate only on the periphery of residential neighborhoods or under such conditions as the city council may deem proper. The uses may represent "buffer" uses for those areas lying between residential dwellings and nonresidential uses.

COMMENTS FROM OTHER DEPARTMENTS

Engineering Department

Given the steep grades at the site and the close proximity of the proposed garage to a slope with a steep 50-foot drop, the Engineering Department was asked to review the project and provide feedback. City Engineer Nick Guilliams highlighted a need for additional review of the project by a professional geotechnical engineer to determine if the construction of the garage within 6 feet from the top of the steep slope would impact the slope's stability, especially if the large tree near the edge of the slope was removed to prepare the site for construction. A public road is located at the bottom of the slope so it is crucial to confirm that the project will not destabilize the slope and cause a landslide that will block the road. Mr. Guilliams flagged that the Applicant would need to provide him with all the engineering information required by Section 110-79 which regulates development near steep slopes. These standards are not in the zoning code but in a section of the code that regulates stormwater management. Mr. Guilliams also communicated that the project will need erosion control measures in place near the steep slope to prevent erosion if heavy rains occur during construction.

The Applicant has pursued hiring a professional geotechnical engineer to review the project and the engineer is in the process of completing the report.

DISCUSSION

The project meets the criteria for when to grant a Conditional Use Permit. The location of the property and the location of the nearest road mean that this garage will almost never be visible from a public street. The proximity of the proposed garage to the steep slope does raise a need for extra review prior to construction to ensure the stability of the slope to avoid any potential negative impacts to the public street that sits at the bottom of the slope, 19th Avenue North. In other parts of the City that are within the Mississippi River Corridor Critical Area (MRCCA), development is prohibited within 40 feet of the top of a bluff or steep slope in an effort to prevent the bluff from becoming destabilized as a result of development. The subject property is not located within MRCCA but the steepness of the slope is similar to that of a bluff and the proximity of the new structure to the edge of the slope triggers a reasonable need for additional review. The City can attach reasonable case by case conditions to a Conditional Use Permit to regulate the use. A condition will be added related to the project being reviewed and approved by

a professional geotechnical engineer and complying with the requirements found in Section 110-79. The Applicant has pursued hiring a professional geotechnical engineer to review the project. At the time of the site visit in March of 2025, an illegal, non-conforming freestanding carport was present at the site. The carport will need to be removed prior to the building permit for the new garage being issued and the removal of this carport will be one of the conditions of approval for the project.

PLANNING COMMISSION PUBLIC HEARING AND RECOMMENDATION

The Planning Commission held a public hearing for the conditional use permit at their meeting on April 2, 2025. No new correspondence was received prior to the meeting and no one was present to comment on the application. The Planning Commission recommended approval of the conditional use permit with a 7-0 vote.

STAFF RECOMMENDATION

City Staff recommends approval of Resolution 2025-51 approving a conditional use permit for a detached garage at 1820 Faber Avenue.

120-Day Review Deadline: June 5, 2025

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Resolution 2025-51 - Conditional Use Permit for Detached Garage
2. Planning Commission Memo With Attachments

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-51

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A DETACHED
GARAGE AT 1820 FABER AVENUE**

WHEREAS, the City received an application from Jack Pietruszewski seeking the following approvals:

- A Conditional Use Permit for a Detached Garage at 1820 Faber Avenue

WHEREAS, the subject property is located at 1820 Faber Avenue (“the Property”); and legally described as follows:

(See Exhibit A)

WHEREAS, the Planning Commission reviewed the conditional use permit, held a public hearing, and recommended approval of the conditional use permit (7 –0) at their April 2, 2025 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 April 2, 2024 regarding this matter are hereby adopted and included herein by reference including the following attachments:

- a. Site Location Map
- b. Applicant’s Narrative
- c. Garage Plans
- d. Photos of Subject Property
- e. Letter of Support from Neighbors at 1810 Faber Avenue
- f. City Code Section 110-79 Governing Development on Steep Slopes

2. Findings.

A. The City Council determines that the proposed Conditional Use Permit is consistent with the following criteria:

- i. That the conditional use, with such conditions as the commission shall determine and attach, conforms to the general purpose and intent of this chapter.

Garages are listed as a conditional use in the R-1 single-family district.

- ii. If the application is based on the conditional use provision in this chapter that the issuance conforms to the general characteristics of the district of which it will become a part.

The proposed garage conforms to the general characteristics of the R-1 zoning district.

- iii. That the conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district or districts affected.

The garage will not impede the normal and orderly development of the property. The conditional use will improve the property in a normal and orderly manner.

- iv. That adequate utilities, access roads, streets, drainage, and other necessary facilities have been or will be provided.

The subject property has adequate utilities, access roads, and other necessary facilities to serve the single-family property.

- v. That adequate measures have been or will be taken to provide ingress and egress in such a manner as to minimize traffic congestion and hazards in the public streets.

The subject property has adequate ingress and egress onto a public road. The proposed detached garage will not increase traffic congestion or hazards in the public streets.

- vi. In residential districts, certain uses may not be considered appropriate within the interior of residential neighborhoods because of noise, traffic, or other conditions that would tend to adversely affect the residential character of the neighborhood and possibly reduce property values. These may be considered appropriate only on the periphery of residential neighborhoods or under such conditions as the city council may deem proper. The uses may represent "buffer" uses for those areas lying between residential dwellings and nonresidential uses.

A detached garage is appropriate to have on a residential property. The garage is not anticipated to create noise, traffic or other conditions that would adversely affect the residential character of the neighborhood.

B. The City Council approves the Conditional Use Permit subject to the following conditions:

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

- | | |
|--|-----------------------|
| a. Application (Jack Pietruszewski) | dated 3/3/2025 |
| b. Narrative (Jack Pietruszewski) | undated |
| c. Garage/Site Plans (Jack Pietruszewski) | undated |

2. **Building Permit Required.** The Applicant must apply for and receive a building permit to construct the garage prior to the start of construction.

3. **Carport to be Removed Prior to Building Permit Issuance.** The subject property currently has a freestanding carport which was installed unlawfully. The zoning code expressly prohibits freestanding carports. The carport at the subject property must be removed prior to the issuance of a building permit for the proposed garage.

4. **Geotechnical Engineer Review Required.** In order to be eligible for a building permit, the Applicant must hire a licensed geotechnical engineer to review the project and ensure the steep slope to the west of the property will not be negatively impacted by the project. To be eligible for a building permit, the Applicant must submit a geotechnical report from the licensed engineer which confirms that the slope will not be negatively impacted. This report is subject to review and approval by the City Engineer.

5. **Compliance With Section 110-79.** In addition to submitting a geotechnical report, the Applicant will be required to submit the information listed in Section City Code 110-79 for review by the City Engineer. This information must be submitted with the building permit application for the permit application to be considered complete. The Applicant will adhere to any conditions of approval that the City Engineer places upon the building permit to protect the stability of the steep slope and prevent damage to neighboring properties. Noncompliance with this condition shall be considered a code violation which may result in administrative citations.

6. **Garage Height Dependent on Code Amendment.** The Applicant has proposed to construct a garage with a shed roof that is 14 feet 6 inches tall. At the time of Application, the City Code did not allow garages with a non-hip or gable roof to be taller than 12 feet tall. The Applicant has requested a code amendment to set the maximum height for all garages at 16 feet, regardless of the architectural style of the roof. If the code amendment is not approved, the Applicant will need to redesign the garage with a hip or gable roof or reduce the height of the garage to comply with the City Code unless a height variance is granted at a future date.

7. **Termination of the Conditional Use Permit.** The Conditional Use Permit will terminate if improvements have not substantially begun within one year from the date of approval.

Resolution 2025-51

May 5, 2025

Page 4 of 4

The violation of any condition of approval in the conditional use permit may terminate the conditional use permit(s), following a hearing by the City Council.

Adopted this 5th day of May, 2025.

City Clerk

EXHIBIT A

Lots Twelve (12) and Thirteen (13) Block Seven (7), GRAND VIEW ADDITION TO SOUTH ST. PAUL together with that portion of vacated Faber Avenue on the South thereof and the vacated alley on the North thereof which accrued thereto by reason of the vacation thereof; together with an easement for ingress and egress and utilities purposes over the following described lands;

The West 10 feet of Lot Fourteen (14), Block Seven (7), Grand View Addition to South St. Paul; together with that portion of vacated Faber Avenue which accrued thereto by reason of the vacation thereof; the West 10 feet of Lot Nine (9), Block Six (6), Grand View Addition to South St. Paul; the Southerly 35 feet of Lot Nine (9), Block Six (6), Grand View Addition to South St. Paul, together with that Portion of the vacated alley on the South which accrued thereto by reason of the vacation thereof; the Southerly 15 feet of Lot Eight (8), Block Six (6), Grand View Addition to South St. Paul, together with that Portion of vacated alley on the South thereof which accrued thereto by reason of the vacation thereof; Lots Fifteen (15), and Sixteen (16), Block Six (6), Grand View Addition to South St. Paul, excepting the Southerly 100 feet thereof, together with that Portion of the vacated alley on the North thereof which accrued thereto by reason of the vacation thereof according to the plat thereof now on file and of record in the Office of the County Recorder in and for Dakota County, Minnesota.

Abstract Property, 36-30900-07-130



PLANNING COMMISSION AGENDA REPORT

DATE:

April 2, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Monika Miller

AGENDA ITEM NUMBER:

5.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Conditional Use Permit Request for a Detached Garage at 1820 Faber Avenue

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

A motion recommending approval or denial of a conditional use permit for a detached garage at 1820 Faber Avenue.

OVERVIEW

Application

The Applicant, Jack Pietruszewski, is seeking to construct a detached garage on his property at 1820 Faber Avenue. Today, the property has an attached single-stall garage and so a conditional use permit is required to construct a detached garage on the property.

Review Timeline

Application Submittal: March 5, 2025

Planning Commission: April 2, 2025

Tentative City Council Meeting: May 5, 2025

120-Day Review Deadline: June 5, 2025

Background

The Applicant is the co-owner of the single-family home located at 1820 Faber Avenue. The property has R-1, Single-family district zoning. The home at the subject property was constructed in 1963 with a single-stall, tuck under garage. The Applicant has found that the single-stall garage is not sufficient for his family's parking and storage needs and is requesting a conditional use permit to construct a detached garage at the property. The Applicant would like to construct a 35-foot by 26-foot detached garage in his rear yard to address his parking and storage needs. A conditional use permit is required to construct a detached garage on a property with an existing attached garage.

Site Characteristics

The neighborhood where the subject property is located is strongly defined by its varying topography and wooded surroundings. The area, which is nestled between 17th Avenue North and 19th Avenue North, does not follow a traditional gridded street pattern like most South St. Paul neighborhoods do. The topography of the area resulted in the original, gridded neighborhood layout being abandoned in lieu of a “Tetris” like development pattern that utilizes areas with less dramatic slopes for housing and roads. The lots in this neighborhood are generally larger than traditional South St. Paul lots and vary in size between 10,000 square feet and 26,000 square feet.

The subject property is a 13,000 square foot lot that is tucked back in a wooded, ravine area off of Pleasant Avenue. The property does not have frontage on Pleasant Avenue and the Applicant accesses his property via a shared driveway he has deeded access to. This driveway is denoted as “Faber Avenue” by an unofficial street sign located at the western edge of Pleasant Avenue. The property is surrounded by steep slopes/ravines to the north and west. The ravine on the west side of the property starts at the westernmost property line and ends at 19th Avenue North which is 50 feet below its starting point. The slope on the north side is equally as dramatic. These slopes effectively reduce the 13,000 square foot lot down to a lot with 8,000 square feet of usable space. To best utilize the limited flat area on the lot, the house on the subject property was constructed in the southeastern corner. The front door of the home and the access to the single stall garage face north. The footprint of the existing house and the attached, single stall garage is approximately 1,500 square feet. The subject property does not have a shed or other traditional accessory structures on site. At the time that staff visited the site, the property did have a freestanding carport that had been installed over part of the driveway to provide additional covered storage for vehicles. Freestanding carports are prohibited in South St. Paul.

Proposed Garage

The Applicant has proposed to construct a three-stall garage that would be approximately 26-foot by 35-foot or 910 square feet. The garage is proposed to be constructed with a shed style roof, which is a roof style that features a flat roof with a single slope in one direction. The homeowner is proposing a garage of this style to accommodate their boat. The garage is proposed to be 14 feet 6 inches tall with side walls that are 9 feet tall. The garage will be sided with LP Smart siding, which is one of the most common siding materials on the market. The siding color would match the color of the house. The roof would be a standing seam metal roof as the pitch of the roof is too low for a traditional asphalt shingle roof.

Previous Conditional Use Permit Request

In 2000, a previous owner of the property requested a conditional use permit to construct a detached garage at the subject property. The homeowner intended to construct a 24-foot by 24-foot or 576 square foot detached garage. The conditional use permit request was approved in June of 2000; however, the property was sold shortly after the conditional use permit was granted. Conditional use permits automatically terminate after one year of their approval if property improvements have not substantially begun. The conditional use permit expired in June of 2001.

Relevant Code

The following City Code sections are relevant to this project:

- Section 110-79 governs land disturbing activities and development on properties with steep slopes.
- Section 118-40 of the City Code governs Conditional Use Permits.
- Section 118-121 of the City Code governs the R-1 zoning district.
- Section 118-208 of the City Code governs Accessory Structures.

Evaluation of Request

Lot Coverage

The maximum percentage of a lot that can be covered by a single-family dwelling and accessory structures on a property with R-1 zoning is 35%. The current lot coverage for the property is 11%. If the proposed garage is constructed, the lot will have approximately 18% lot coverage. The proposed garage meets lot coverage requirements.

Setbacks

Accessory structures must be at least 5 feet from the side property line when located in the middle third of the yard and 3 feet from the side property line when located in the rear third of a yard. Accessory structures must be located at least 3 feet from the rear property line. Given that the lot is not served by a public road in a traditional manner, the distinction of the front/side/rear property line is less straightforward for the subject property than for other lots. At the direction of the City Attorney, staff was able to determine that the front property line is the southernmost property line. The garage is proposed to be 63 feet from the front property line, 6 feet from the western side property line, 48 feet from the eastern side property line and 60 feet from the rear property line. The proposed garage meets the setback requirements.

Size

The maximum allowable size for a detached garage is 1,000 square feet. The maximum allowable size for all accessory buildings on a single property is 1,200 square feet. The subject property does not have any other lawful accessory structures. The proposed garage complies with the size requirements for an accessory structure.

Height

The maximum allowable height for a garage with a hip or gable roof is 16 feet. The maximum allowable height for a garage with any other style of roof (shed, flat, mansard or gambrel) is 12 feet. The Applicant would like the proposed garage to be 14 feet 6 inches tall. This does not comply with the Zoning Code. However, the Applicant has requested a code amendment to set the maximum allowable height for all garages to 16 feet, regardless of the architectural style of the roof. If the code is amended, the garage will meet the height requirements. If the code

amendment is not successful, the Applicant will need to change the garage roof to be a hip or gable roof or the Applicant will need to decrease the height of the garage to 12 feet.

Exterior Materials/Finish

The proposed garage would use LP Smart Siding with a color that will match the house and a standing seam metal roof. These materials comply with the exterior materials/finish requirements for an accessory structure.

Ordinance Amendment Requested in Tangent with Conditional Use Permit Request

The Applicant would like to construct a garage with a shed roof as opposed to a hip or gable roof. South St. Paul's code restricts the height for a garage with a non-hip or gable roof to 12 feet while garages with a hip or gable roof can be up to 16 feet tall. The Applicant has requested an ordinance amendment in tandem with their conditional use permit request. The ordinance amendment is being reviewed separately from the conditional use permit request.

CONDITIONAL USE PERMIT CRITERIA

A City may require a conditional use permit for certain types of businesses or structures that they are generally fine with but feel there is a need a case by case review to prevent negative impacts. The City can attach conditions to each approval to address those potential negative impacts. The State of Minnesota provides cities with specific review criteria for when to grant a conditional use permit and cities incorporate these criteria into their zoning code. A city must approve a conditional use permit if the project meets the criteria for granting a conditional use permit. Conditional Use Permits should be reviewed through the lens of the criteria outlined in the City Code for conditional use permits in residential districts:

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

of residential neighborhoods because of noise, traffic, or other conditions that would tend to adversely affect the residential character of the neighborhood and possibly reduce property values. These may be considered appropriate only on the periphery of residential neighborhoods or under such conditions as the city council may deem proper. The uses may represent "buffer" uses for those areas lying between residential dwellings and nonresidential uses.

COMMENTS FROM OTHER DEPARTMENTS

Engineering Department

Given the steep grades at the site and the close proximity of the proposed garage to a slope with a steep 50-foot drop, the Engineering Department was asked to review the project and provide feedback. City Engineer Nick Guilliams highlighted a need for additional review of the project by a professional geotechnical engineer to determine if the construction of the garage within 6 feet from the top of the steep slope would impact the slope's stability, especially if the large tree near the edge of the slope was removed to prepare the site for construction. A public road is located at the bottom of the slope so it is crucial to confirm that the project will not destabilize the slope and cause a landslide that will block the road. Mr. Guilliams flagged that the Applicant would need to provide him with all the engineering information required by Section 110-79 which regulates development near steep slopes. These standards are not in the zoning code but in a section of the code that regulates stormwater management. Mr. Guilliams also communicated that the project will need erosion control measures in place near the steep slope to prevent erosion if heavy rains occur during construction.

DISCUSSION

The project meets the criteria for when to grant a Conditional Use Permit. The location of the property and the location of the nearest road mean that this garage will almost never be visible from a public street. The proximity of the proposed garage to the steep slope does raise a need for extra review prior to construction to ensure the stability of the slope to avoid any potential negative impacts to the public street that sits at the bottom of the slope, 19th Avenue North. In other parts of the City that are within the Mississippi River Corridor Critical Area (MRCCA), development is prohibited within 40 feet of the top of a bluff or steep slope in an effort to prevent the bluff from becoming destabilized as a result of development. The subject property is not located within MRCCA but the steepness of the slope is similar to that of a bluff and the proximity of the new structure to the edge of the slope triggers a reasonable need for additional review. The City can attach reasonable case by case conditions to a Conditional Use Permit to regulate the use. A condition will be added related to the project being reviewed and approved by a professional geotechnical engineer and complying with the requirements found in Section 110-79. At the time of the site visit, an unlawful, non-conforming freestanding carport was present at the site. This carport will need to be removed prior to the garage being constructed and the removal of this carport will be one of the conditions of approval for the project.

STAFF RECOMMENDATION

Staff recommends approval of the conditional use permit with the following conditions:

1. **Approved Plans.** The conditions of this approval are based on the following plans:
 - **Application (Jack Pietruszewski) - dated 3/3/2025**
 - **Narrative (Jack Pietruszewski) - undated**
 - **Garage/Site Plans (Jack Pietruszewski) - undated**
2. **Building Permit Required.** The Applicant must apply for and receive a building permit to construct the garage prior to the start of construction.
3. **Carport to be Removed Prior to Building Permit Issuance.** The subject property currently has a freestanding carport which was installed unlawfully. The zoning code expressly prohibits freestanding carports. The carport at the subject property must be removed prior to the issuance of a building permit for the proposed garage.
4. **Geotechnical Engineer Report Required.** In order to be eligible for a building permit, the Applicant must hire a licensed geotechnical engineer to review the project and ensure the steep slope to the west of the property will not be negatively impacted by the project. To be eligible for a building permit, the Applicant must submit a geotechnical report from the licensed engineer which confirms that the slope will not be negatively impacted. This report is subject to review and approval by the City Engineer.
5. **Compliance With Section 110-79.** In addition to submitting a geotechnical report, the Applicant will be required to submit the information listed in Section City Code 110-79 for review by the City Engineer. This information must be submitted with the building permit application for the permit application to be considered complete. The Applicant will adhere to any conditions of approval that the City Engineer places upon the building permit to protect the stability of the steep slope and prevent damage to neighboring properties. Noncompliance with this condition shall be considered a code violation which may result in administrative citations.
6. **Garage Height Dependent on Code Amendment.** The Applicant has proposed to construct a garage with a shed roof that is 14 feet 6 inches tall. Today, the City Code does not allow garages with a non-hip or gable roof to be taller than 12 feet tall. The Applicant has requested a code amendment to set the maximum height for all garages at 16 feet, regardless of the architectural style of the roof. If a code amendment is not approved, the Applicant will need to redesign the garage with a hip or gable roof or reduce the height of the garage to comply with the City Code unless a height variance is granted at a future date.
7. **Termination of the Conditional Use Permit.** The Conditional Use Permit will terminate if improvements have not substantially begun within one year from the date of approval. The violation of any condition of approval in the conditional use permit may terminate the conditional use permit(s), following a hearing by the City Council.

Action Requested

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

Approval. If the Planning Commission wishes to recommend approval of the conditional use permit, the following action should be taken:

- Motion to recommend approval of a conditional use permit for a detached garage at 1820 Faber Avenue.

Denial. If the Planning Commission wishes to recommend denial of the conditional use permit, the following action should be taken:

- Motion to recommend denial of a conditional use permit for a detached garage at 1820 Faber Avenue.

If the Planning Commission wants to recommend denial, it will require a finding that the conditional use permit request is not consistent with one of more parts of the CUP criteria.

SOURCE OF FUNDS

N/A

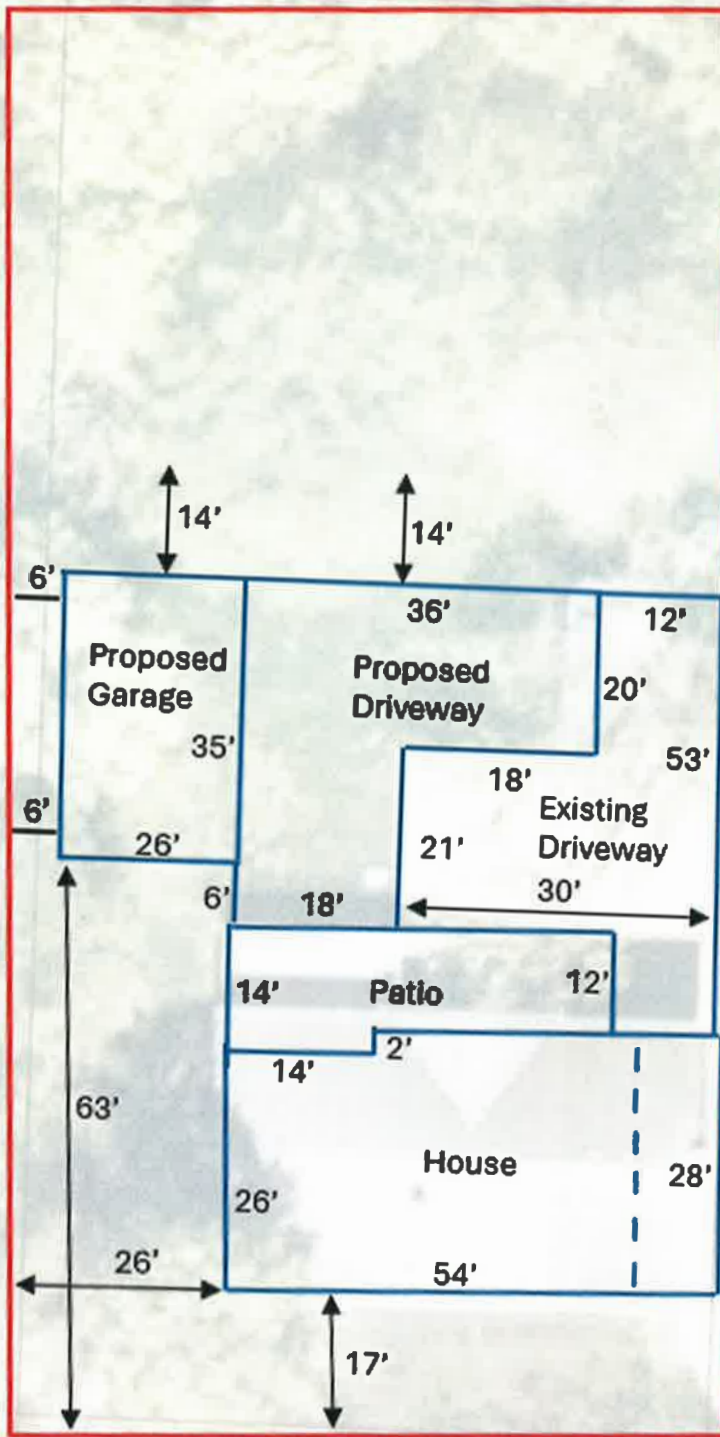
ATTACHMENTS

1. Site Location Map
2. Site Plans
3. Applicant's Narrative
4. Site Photos
5. Letter of Support From 1810 Faber Avenue
6. Section 110-79 Governing Development on Steep Slopes

ATTACHMENT 1
SITE LOCATION MAP



ATTACHMENT 2
SITE PLANS

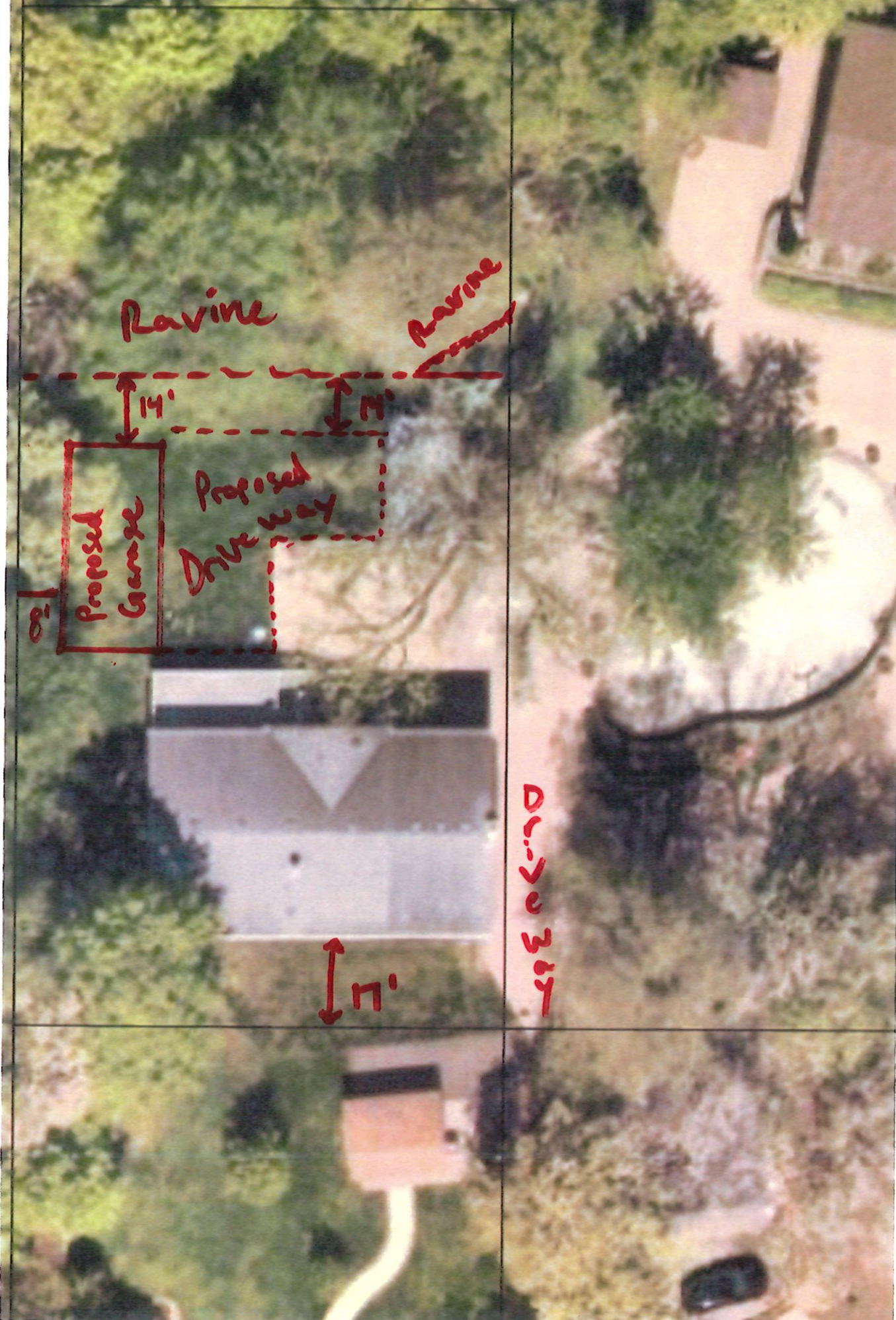


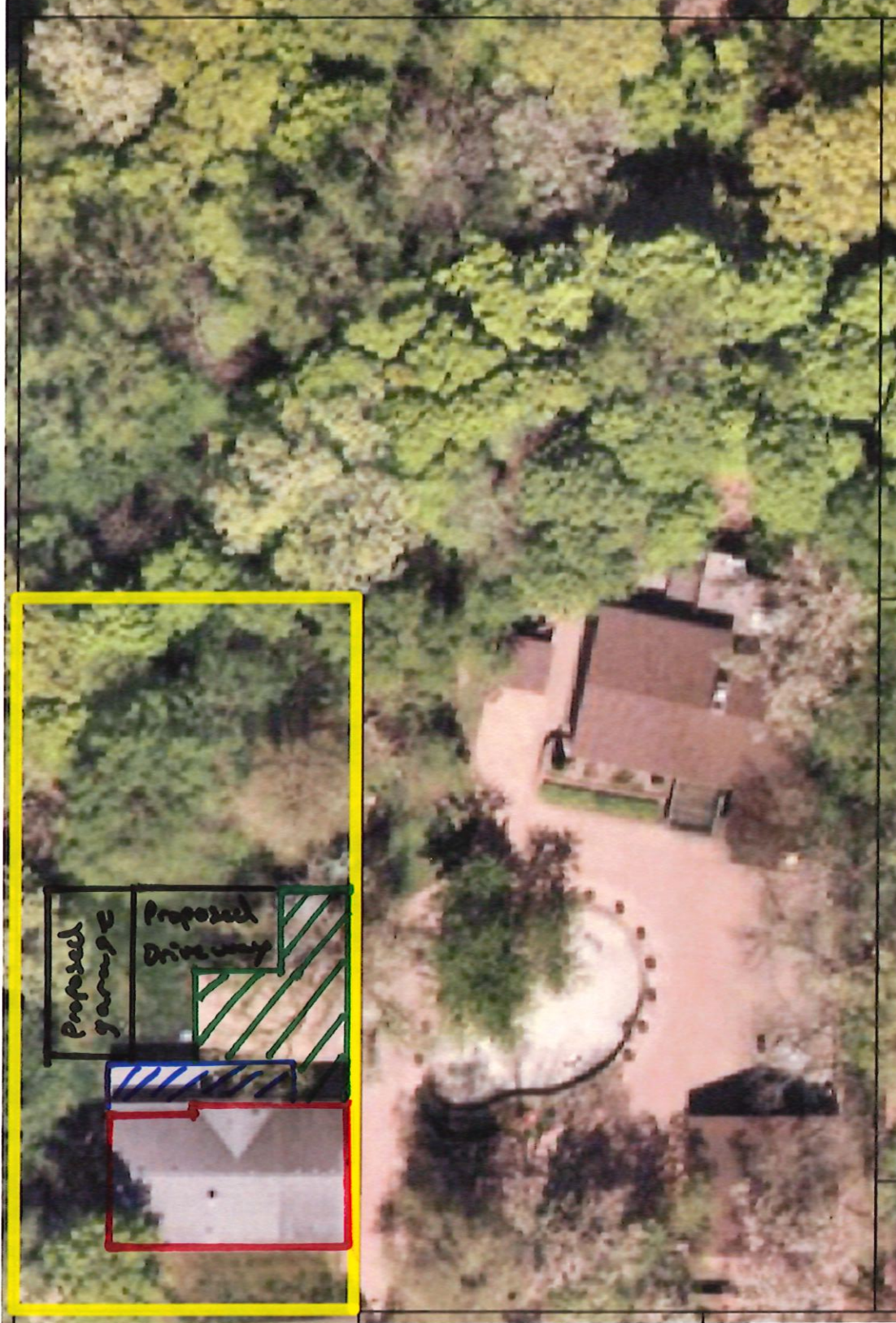
164'

DRIVEWAY

NEIGHBORS

FABER





Total Lot = 13,146 sq ft

Total Building Coverage = 2,432 sq ft
↳ 18.5%

Total concrete coverage = 2,689 sq ft
↳ 20.5%

Total Landscape = 3,626 sq ft
Coverage ↳ 27.6%

Total undeveloped Ravine = 4,160 sq ft
↳ 31.6%

Total undeveloped Coverage = 7,786 sq ft
↳ 59.2%

House = 1522 sq ft

Patio = 676 sq ft

Existing Drive way = 870 sq ft

Proposed garage = 910 sq ft

Proposed Drive way = 1,143 sq ft

Total = 5,121 sq ft

Total Lot = 13,146 sq ft

Total coverage = 38.95 %
Developed

Total coverage = 59.22 %
Undeveloped

1820 Faber Avenue, South St. Paul Lot Coverage

Total Lot Size = 13,146 sq ft. or 0.301 Acers

Total Undeveloped Land after project = 7,786 sq ft. or 59.22%

Total Developed Land after project = 5,121 sq ft. or 38.95%

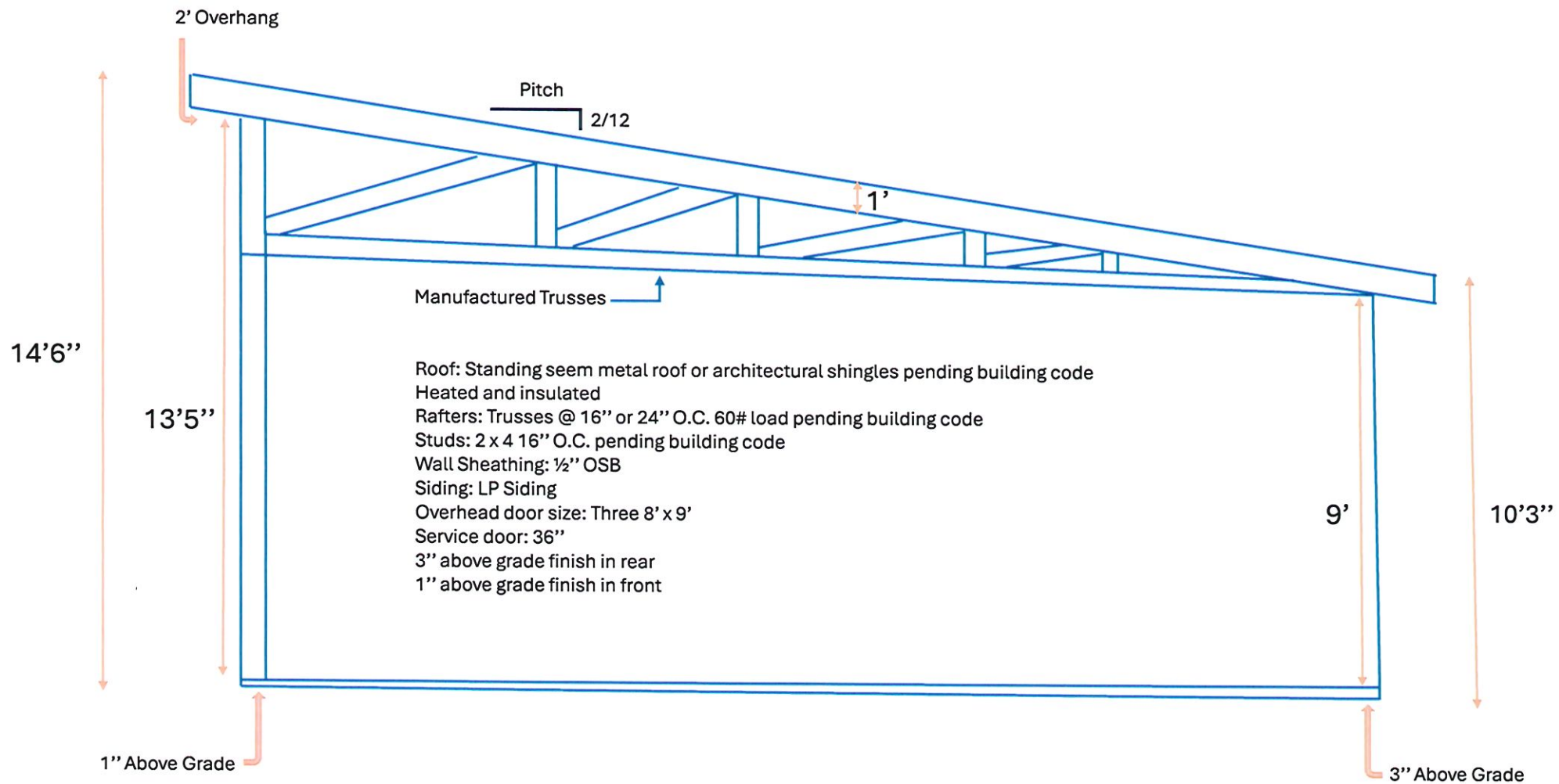
Total Building Coverage w/ proposed garage = 2,432 sq ft. or 18.5%

Total Concrete Coverage w/proposed driveway = 2,689 sq ft. or 20.5%

Total Landscape Coverage = 3,626 sq ft. or 27.6%

Lot Coverage	
Ordinance	1820 Faber Avenue
> 25% landscape	27.60%
< 35% building coverage	18.50%
< 25% driveway/paved parking	20.50%











**ATTACHMENT 3
APPLICANT'S NARRATIVE**

Narrative for Conditional Use Permit & Zoning Ordinance Amendment

Applicant: Jack Pietruszewski

Property Address: 1820 Faber Avenue

City: South St. Paul, MN

Conditional Use Permit (CUP) Request for Detached Garage

I am requesting a Conditional Use Permit (CUP) to construct a detached garage on my property. My home currently has a tuck-under garage, which is significantly smaller than modern garage standards and does not adequately fit our family's SUV, making it impractical for daily use. As our family grows, we require additional space to safely park vehicles and store necessary household and outdoor items.

The addition of a detached garage will:

- Provide safe and functional parking for our family vehicle.
- Align with other properties in the neighborhood that have detached garages.
- Improve property value and curb appeal without negatively impacting neighbors.

This request meets the intent of South St. Paul's zoning regulations by maintaining residential character while ensuring practical use of the property. The proposed garage will be built with quality materials and designed to blend with the existing home and surrounding area.

Zoning Ordinance Amendment Request – Roof Height Restrictions

I am also requesting a Zoning Ordinance Amendment to revise South St. Paul's restrictive roof height regulations. Currently, the city allows:

- Gable and hip roofs to have a maximum height of 16 feet.
- All other roof styles (Mansard, gambrel, shed, etc.) to have a maximum height of only 12 feet.

This 12-foot restriction is significantly lower than those in surrounding communities, which allow 15 to 16 feet for all garage roof styles, as well as Minnesota state code standards. This creates unnecessary design limitations and does not reflect modern construction trends or practical homeowner needs.

Updating the ordinance to allow all roof styles up to 16 feet will:

1. Align South St. Paul with neighboring cities and state standards, ensuring consistency in zoning enforcement.

2. Simplify the zoning code by setting one universal height restriction (16 feet) for all detached garage roof styles, making it easier for residents and the city to comply.
3. Allow homeowners greater design flexibility while maintaining the character of the neighborhood.

This amendment would not negatively impact neighboring properties but would instead modernize South St. Paul's zoning regulations, allowing for uniformity, fairness, and easier enforcement.

Conclusion

I respectfully request approval for my Conditional Use Permit to construct a detached garage and consideration of my request to amend the zoning ordinance to allow all garage roof styles up to 16 feet. These updates will help residents like myself make better use of our properties while keeping South St. Paul in line with current standards and surrounding communities.

I appreciate your time and consideration. Please let me know if further information is needed.

Sincerely,
Jack Pietruszewski
1820 Faber Avenue, South St. Paul

ATTACHMENT 4
SITE PHOTOS



Photo of Subject Property Look West from Shared Driveway

**ATTACHMENT 4
SITE PHOTOS**



Photo of the Front Façade and Single Stall Garage of 1820 Faber Avenue

ATTACHMENT 4
SITE PHOTOS



Photo of Subject Property Looking West with Approximate Garage Area Outlined

ATTACHMENT 4
SITE PHOTOS



Photo of Subject Property Looking Northwest with Approximate Garage Area Outlined

ATTACHMENT 4
SITE PHOTOS



Photo of Western Ravine Looking North with 19th Avenue North in Frame

ATTACHMENT 4
SITE PHOTOS



Photo of Western Ravine Looking South with 19th Avenue North in Frame

Letter of Support for Garage Construction

Tom & Michelle Engelmeier
1810 Faber Avenue
South St. Paul, MN 55075
3/4/25

South St. Paul Planning & Zoning Department
125 3rd Ave N, South St. Paul, MN 55075
South St. Paul, MN

Subject: Letter of Support for Jack and Lauren Pietruszewski's Garage Project at 1820 Faber Avenue.

Dear Planning & Zoning Committee,

We are writing to express our full support for our neighbors, **Jack Pietruszewski**, in their request to build a garage at **1820 Faber Avenue**. As immediate neighbors, we have discussed the project including the variance application and believe that it will be a positive addition to the property and the neighborhood.

The proposed garage is well-planned, aligns with the character of our area, and will enhance both functionality and property value. We do not foresee any negative impact on adjacent properties, and we are confident that Jack and Lauren will complete the project in a responsible and aesthetically pleasing manner.

As longtime residents of South St. Paul, we appreciate thoughtful property improvements that contribute to the community's overall appeal. We hope you will consider approving this request, as we fully support the project.

Thank you for your time and consideration. Please feel free to contact us if you need any further information.

Sincerely,

Tom & Michelle Engelmeier
Phone: 651-343-3469

ATTACHMENT 6
SECTION 110-79

Sec. 110-79. - Steep slopes.

- (a) Prior to any land disturbing or development activities on steep slopes, as defined within this Code, within the city, the developer/landowner shall provide to the city a detailed plan that sets forth:
 - (1) The time period during which the proposed development or disturbance is to take place.
 - (2) The soil types which are found on the site of the development.
 - (3) A map showing the topography of the area to be developed.
 - (4) A map showing any alteration in the topography that would result from the proposed development.
 - (5) A description of the soil quality in the area to be developed including permeability of the soil, susceptibility of the soil to erosion, drainage of the soil, distance of the soil from underlying bedrock, and susceptibility of the soil to changes in physical volume when moistened and/or during periods of frost.
 - (6) Information relative to whether the proposed development will cause and/or be affected by any erosion problems.
 - (7) A description of any disturbance to vegetation and other natural features that will result from the development plus the manner in which the applicant proposes to protect vegetation and other natural features that will not be disturbed.
 - (8) A copy of all specifications, blueprints, and other detailed plans for the development.
 - (9) Information relative to the adequacy for the slope conditions and soil type of the foundation and underlying material of any structure, including roads.
 - (10) Information relative to the adequacy of controls and protection existing uphill from the proposed development which are designed to guard structures or roads from being affected by mud, uprooted trees, or other material.
 - (11) Information relative to the adequacy of construction of any retaining walls.
- (b) No work shall be permitted until reviewed and approved by the city engineer. Neither the issuance of a permit nor compliance with the conditions thereof or with the provisions of this article shall relieve any person from any responsibility otherwise imposed by law for damage to persons or property; nor shall the issuance of any permit hereunder serve to impose liability on the city or its officers or employees for injury or damage to persons or property. An approval of an application issued pursuant to this article shall not relieve the applicant of the responsibility of complying with any other requirement established by law, regulation, or Code provision.

(Ord. No. 1293, § 1, 4-6-2015)



CITY COUNCIL AGENDA REPORT

DATE: May 5, 2025
DEPARTMENT: City Administrator
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 11.C.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Professional Services Agreement with McGinley Associates, P.A.

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve Professional Services Agreement with McGinley Associates, P.A., and to authorize the execution of the Agreement by the Mayor and City Clerk.

OVERVIEW

On March 17, 2025, the City Council approved a Settlement Agreement with Sanimax USA, LLC which, among other things, obligates Sanimax to develop an Odor Management Plan with input from the City. The Plan is required to:

- Conform to the requirements found in City Code;
- Reflect Sanimax's continued commitment to making substantial investments in odor management and abatement equipment at its South St. Paul facility; and
- Contain a timeline for implementation.

The highly specialized technical and scientific elements of odor management and mitigation equipment and processes are outside City Staff's scope of expertise. As such, Staff has solicited the services of the foremost expert in the field of odor management and mitigation, Chuck McGinley with McGinley Associates, P.A. to assist with the preparation and review of Sanimax's proposed Odor Management Plan as required by the March 2025 Settlement Agreement. Retaining McGinley Associates for this technical review increases the City's capacity to diligently and successfully respond to and advise on Sanimax's proposed Odor Management Plan. Staff is recommending approval of the Agreement, which is attached.

SOURCE OF FUNDS

General Fund.

ATTACHMENTS

1. Professional Services Agreement - Odor Management Plan Review

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this ____ day of _____, 2025 ("Effective Date") by and between the City of South St. Paul, 125 3rd Ave. North, South St. Paul, Minnesota 55075, ("City") and McGinley Associates, P.A., 216 Myrtle Street West, Unit 2069, Stillwater, Minnesota 55082 ("Consultant").

WHEREAS, the City has accepted the proposal of the Consultant for certain professional Services that involve the review of the Sanimax "Odor Management Plan" (the "Plan"); and

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

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

1. SERVICES.

- a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services ("Services"), as defined below:
 - i. Evaluating and studying evidence and factual matters concerning the Plan as may be requested by Client;
 - ii. Communicating to Client the analysis, conclusions, and opinions of Consultant concerning the Plan in areas as may be requested by Client;
 - iii. Participating in telephone conferences, meetings, scene visits, and other communications as may be requested by Client;
 - iv. Such other expert consulting services as may be mutually agreed in writing.
- b. Consultant covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, subject to Section 7 of this Agreement.

2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment for Services at a rate of \$325.00 per hour.

- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
- 3. TERM. The term of this Agreement is effective on the Effective Date and shall be terminated pursuant to Section 4.
- 4. TERMINATION.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses until the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
- 5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.
- 6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of Services.
- 7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions;

floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

8. CITY'S REPRESENTATIVE. The City has designated Michael Healy to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Consultant has designated Charles McGinley to be the primary contact for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace these designated staff without the approval of the City.

10. INDEMNIFICATION.

- a. Consultant and City each agree to indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- b. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees.

11. INSURANCE. During the performance of the Services under this Agreement, Consultant shall maintain the following insurance:

- a. General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence;

- b. Workers' Compensation Insurance in accordance with statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

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

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

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

Or e-mailed: rgarcia@southstpaul.org

If to Consultant: McGinley Associates, P.A.
216 Myrtle Street West, Unit 2069
Stillwater, MN 55082
Attn: Charles McGinley

Or emailed: cmcginley@fivesenses.com

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

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Dakota County District Court.
- d. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- e. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- f. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

CITY OF SOUTH ST. PAUL

By: _____
James P. Francis, Mayor

By: _____
Deanna Werner, City Clerk

MCGINLEY ASSOCIATES, P.A.

By: _____
Charles McGinley

Its: _____

Date: _____