CITY OF SOUTH ST. PAUL
MEETING AGENDA

ECONOMIC DEVELOPMENT AUTHORITY

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

Monday, July 7, 2025
IMMEDIATELY FOLLOWING THE CONCLUSION OF THE 7:00 P.M. MEETING OF THE CITY COUNCIL

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

4. CONSENT AGENDA:

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

A. Minutes of the June 2, 2025 EDA Meeting

5. PUBLIC HEARING

A. Approving the Sale of Lots 8 - 9, Block 1, Sunnyside Addition to South Park, Resolution 2025 - 10

6. GENERAL BUSINESS:

A. Redevelopment Grant Application - Resolution 2025 - 11

B. Redevelopment Incentive Grant Application - Resolution 2025 - 12

7. ITEMS FOR FUTURE FOLLOW-UP:

General communications of the President and Commissioners are provided and may be considered for inclusion on a future agenda. There will be no discussion or decisions made related to these items at this meeting.

8. ADJOURNMENT

ECONOMIC DEVELOPMENT AUTHORITY AGENDA REPORT

DATE: July 7, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 4.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Minutes of the June 2, 2025 EDA Meeting

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, (date)

SOURCE OF FUNDS
N/A

ATTACHMENTS
1. 06-02-2025 EDA Minutes

SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY MINUTES OF JUNE 2, 2025

1. CALL TO ORDER

President Jimmy Francis called the regular meeting of the Economic Development Authority Meeting to order at 8:00 PM on Monday, June 2, 2025.

2. ROLL CALL

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

Absent: None

Staff Present:
Ryan Garcia, City Administrator
Kori Land, City Attorney
Deanna Werner, City Clerk

3. APPROVAL OF AGENDA

4. 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. EDA Minutes for May 5, 2025

Moved by: Matt Thompson / Joe Kaliszewski
Moved: To approve consent agenda as presented.
Vote: 7 ayes / 0 nays, motion Passed

5. PUBLIC HEARINGS

6. GENERAL BUSINESS

A. Approval of a Purchase Agreement with Petroleum Services, LLC. for Real Property located at 417 Concord Street North, Resolution 2025 - 9

Moved by: Tom Seaberg / Lori Hansen
Moved: To Approve a purchase agreement with Petroleum Services, LLC. for real property located at 417 Concord Street North, Resolution 2025 - 9
Vote: 7 ayes / 0 nays, motion Passed

7. ITEMS FOR FUTURE FOLLOW-UP

General communications of the President and Commissioners are provided and may be considered for inclusion on a future agenda. There will be no discussion or decisions made related to these items at this meeting.

8. ADJOURNMENT

Moved by: Pam Bakken / Matt Thompson
Moved: To Adjourn
Vote: 7 ayes / 0 nays, motion Passed

The meeting was adjourned at 7:43 PM.

Deanna Werner

/s/: Deanna Werner
City Clerk

ECONOMIC DEVELOPMENT AUTHORITY AGENDA REPORT

DATE: July 7, 2025
DEPARTMENT: Economic Development
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 5.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Approving the Sale of Lots 8 - 9, Block 1, Sunnyside Addition to South Park, Resolution 2025 - 10

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Following a public hearing, motion to Approve Resolution 2025 - 10.

OVERVIEW
Carlito Construction has submitted a Letter of Intent to purchase EDA-owned property with a former address of 1419 Concord Street North. The buyer/developer is proposing to build a 2,800 square foot "tuck-under" two-level single-family home on the 80' lot at 1419 Concord Street North. The property was acquired by the South St. Paul HRA in 2009 through the blight elimination initiative of the Concord Street Redevelopment Project Area, and the HRA demolished the previous home shortly after acquisition. The property has remained vacant since that time, and is zoned MMM-1 (Mixed Makers and Markets Subdistrict 1) which permits single-family homes by right. The main level of the proposed single-family residence consists of the kitchen, dining room, living room, office and powder room (1/2 bath). All three bedrooms, two bathrooms and laundry room are located on the upper level of the proposed home. The attached tuck-under two-car garage is front loaded with access from Concord Street North. The developer also owns the adjacent properties to the west and south (to Butler Avenue) of the EDA-owned property, and is planning to build two additional single-family residences, similar in style and size to this proposed home, on the properties they already own to the South.

The lot sales price is $28,000. Within the last several years, the developer has constructed the homes at 339 – 5th Avenue South, 159 9th Avenue North, and 930 – 6th Avenue South, and is currently building out a commercial project (Don Carlo's Taqueria) on south Concord Exchange in the Asian Mart development.

SOURCE OF FUNDS
The property was purchased and held for resale in the Concord Street No. 2 Tax Increment Finance District. Closing proceeds will go to Fund 40490 (Concord TIF) for other eligible Redevelopment Costs.

ATTACHMENTS

1. Purchase Agreement
2. Location/Orientation Map
3. Preliminary Site Sketch
4. Preliminary Building Plans
5. Resolution 2025 - 10 (Sale of 1419 N. Concord St.)

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (**Agreement**) is entered into as of **_________**, 2025, by and between **CARLITO CONSTRUCTION, LLC,** a Minnesota limited liability company (**Buyer**), and the **South St. Paul Economic Development Authority**, a public body corporate and politic organized and existing under the laws of the State of Minnesota (**Seller**).

RECITALS

Recital No. 1. Seller is the owner of certain real property located in South St. Paul, Minnesota with Parcel Identification Number of 36-73200-01-090 and legally described on Exhibit A attached hereto ("**Property**").

Recital No. 2. Buyer desires to purchase the Property from Seller on the terms and conditions of this Agreement.

NOW, THEREFORE, Buyer and EDA agree as follows:

1. **Sale**.

1.1. **Sale**. Subject to the terms and provisions of this Agreement, EDA shall sell the Property to Buyer, and Buyer shall purchase the Property from EDA free and clear of all defects, liens and encumbrances.

1.2. **Purchase Price**. The purchase price to be paid by Buyer to EDA for the Property shall be Twenty-Eight Thousand and 00/100 Dollars ($28,000.00), payable as follows: (a) Four Thousand and 00/100 Dollars ($4,000.00), as earnest money, to be paid within three (3) business days following the Effective Date to DCA Title, 750 Main St. Suite 208, Mendota Heights, MN 55118 ("**Title**"), to be held in escrow by Title ("**Original Earnest Money**"); and (b) the balance of the Purchase Price on the Closing Date (as defined in Section 6) subject to those adjustments, prorations and credits described in this Agreement, in certified funds or by wire transfer pursuant to instructions from EDA or Title.

2. **Available Surveys, Tests, and Reports.** Within ten (10) days following the Effective Date, EDA shall cause to be delivered to Buyer (a) copies of any surveys, soil tests, environmental reports, and any other studies and/or site analyses previously conducted on the Property and in the possession of EDA, and (b) copies of existing title work for the Property and in the possession of EDA (the "**Due Diligence Materials**"). EDA makes no representations or warranties regarding the accuracy of the Due Diligence Materials. If Buyer so requests, Seller shall request the preparers of any such surveys, soil tests, environmental reports, and any other studies and/or site analyses to re-issue or re-certify the same for the direct benefit of Buyer, at Buyer's expense except as otherwise provided in this Agreement, so that Buyer may rely on such site analyses or surveys as if prepared for Buyer in the first instance, but Seller makes no representation as to whether any such reissuance or recertification will be available.

3. **<u>Buyer's Investigations</u>.** For a period up to the Closing Date, EDA shall allow Buyer and Buyer's agents access to the Property without charge and at all times for the purpose of Buyer's investigation and testing of the Property, including surveying and testing of soil and groundwater, and Phase I and Phase II environmental assessments ("**Buyer's Investigations**"). EDA shall have the right to accompany Buyer during any of Buyer's Investigations of the Property. Buyer shall provide to EDA copies of all third-party, non-confidential written test results and reports conducted as part of Buyer's Investigations. Except as otherwise provided herein, Buyer agrees to pay all of the costs and expenses associated with Buyer's Investigations, to cause to be released any lien on the Property arising as a result of Buyer's Investigations and to repair and restore, at Buyer's expense, any damage to the Property caused by Buyer's Investigations. Buyer shall indemnify and hold EDA and the Property harmless from all costs and liabilities, including, but not limited to, reasonable attorneys' fees, arising from Buyer's Investigations. The indemnification obligations provided herein shall survive the termination or cancellation of this Agreement. If this Agreement is terminated based upon any environmental condition as herein provided, and EDA requests, Buyer shall give EDA copies of any and all AUAR, Phase I and Phase II reports obtained by Buyer.

4. **<u>Insurance; Risk of Loss</u>.** EDA assumes all risk of destruction, loss or damage to the Property prior to the Closing Date. If, prior to the Closing Date, all or any portion of the Property or access thereto is condemned, taken by eminent domain, or damaged by cause of any nature, EDA shall immediately give Buyer written notice of such condemnation, taking or damage. After receipt of written notice of such condemnation, taking or damage (from EDA or otherwise), Buyer shall have the option (to be exercised in writing within sixty (60) days of receipt of such written notice from EDA) either (a) to require EDA to (i) convey the Property at Closing (as defined in Section 6) to Buyer in its damaged condition, upon and subject to all of the other terms and conditions of this Agreement without reduction of the Purchase Price, (ii) assign to Buyer at Closing all of EDA's right, title and interest in and to any claims EDA may have to insurance proceeds, condemnation awards and/or any causes of action with respect to such condemnation or taking of or damage to the Property or access thereto, and (iii) pay to Buyer at Closing by certified or official bank check all payments made prior to the Closing Date under such insurance policies or by such condemning authorities, or (b) to terminate this Agreement by giving written notice of such termination to EDA, whereupon this Agreement shall be terminated, any refundable portion of the Earnest Money shall be refunded to Buyer and thereafter neither party shall have any further obligations or liabilities to the other, except for such obligations as survive termination of this Agreement. If the right to terminate this Agreement is not exercised in writing within such sixty (60) day period, such right shall be deemed to have been waived. EDA shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent, which consent shall not be unreasonably withheld.

5. **<u>Contingencies</u>**.

5.1. **<u>Buyer's Contingencies</u>**.

A. Unless waived by Buyer in writing, Buyer's obligation to proceed to Closing shall be subject to (a) performance by EDA of its obligations hereunder, (b) the continued accuracy of EDA's representations and warranties provided in

Section 9.1, and (c) Buyer's satisfaction, in Buyer's sole discretion, as to the contingencies described in this Section 5.1 within the time periods set forth below:

(1) On or before the Closing Date, Buyer shall have determined, in its sole discretion, that it is satisfied with (a) the results of and matters disclosed by Buyer's Investigations, soil tests, engineering inspections, hazardous substance and environmental reviews of the Property and (b) all other inspections and due diligence regarding the Property, including any Due Diligence Materials.

(2) On or before the Closing Date, Buyer shall have determined the acceptability and zoning of the Property for its proposed use as an approximately 2,800 square foot single-family home, generally in conformance with the MMM-1 Mixed Markets and Makers Subdistrict 1 Zoning District standards and regulations (the "**Proposed Use**"). All costs and expenses related to applying for and obtaining any governmental permits and approvals for the Property for the Proposed Use shall be the responsibility of the Buyer.

(3) On or before the Closing Date, Buyer shall have received from Title an irrevocable commitment to issue a title insurance policy for the Property in a form and substance satisfactory to Buyer in Buyer's sole discretion, not disclosing any encumbrance not acceptable to Buyer in Buyer's sole discretion.

(4) On or before the Closing Date, EDA shall have obtained releases of the Property from any and all mortgages or other monetary liens affecting any of the Property.

(5) On or before the Closing Date, Buyer shall have determined that it is satisfied with the books and records in EDA's possession, if any, including site plans, surveys, engineering or environmental reports associated with the Property.

(6) On or before the Closing Date, Buyer shall have secured financing that is satisfactory to Buyer in Buyer's sole discretion for the purpose of acquiring and constructing the Proposed Use.

(7) On or before the Closing Date, Buyer shall have obtained an Alta Survey for the Property certified to Buyer and Title, and acceptable to Buyer in Buyer's sole discretion.

(8) On or before the Closing Date, Buyer shall have obtained any necessary company approval of the transaction.

(9) On or before the Closing Date, Buyer shall have approved

the forms of all closing documents.

(10) On or before the Closing Date, EDA shall have performed and satisfied all agreements, covenants and conditions required pursuant to this Agreement to be performed and satisfied by EDA.

(11) All representations and warranties of EDA contained in this Agreement shall be accurate as of the Closing Date.

(12) On or before the Closing Date, Buyer shall have obtained all Approvals, as described in Section 10.6 hereof, necessary for the Proposed Use.

The foregoing contingencies are for Buyer's sole and exclusive benefit and one (1) or more may be waived in writing by Buyer in its sole discretion. EDA shall reasonably cooperate with Buyer's efforts to satisfy such contingencies, at no out of pocket cost to EDA or assumption of any obligation or liability by Buyer except as otherwise provided herein. If any of the foregoing contingencies have not been satisfied on or before the applicable date, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to EDA. If Buyer terminates this Agreement pursuant to this Section, any refundable portion of the Earnest Money shall immediately be refunded to Buyer.

B. If Buyer elects not to exercise any of the contingencies set out herein, such election may not be construed as limiting any representations or obligations of EDA set out in this Agreement, including, without limitation, any indemnity or representations with respect to environmental matters.

5.2. **EDA's Contingencies**. EDA's obligation to proceed to Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions:

A. On or before the Closing Date, Buyer shall have performed and satisfied all agreements, covenants and conditions required pursuant to this Agreement to be performed and satisfied by Buyer prior to the Closing Date.

B. On or before the Closing Date, all representations and warranties of Buyer contained in this Agreement shall be accurate as of the Closing Date.

C. On or before the Closing Date, Buyer shall have cured any default of its obligations under this Agreement, not otherwise waived by EDA.

D. On or before the Closing Date, the City shall have terminated all leases and agreements related to the Property for the use of the Property.

If any contingency contained in this Section 5.2 has not been satisfied on or before the date described herein, and if no date is specified, then the Closing Date, then this Agreement may be terminated by written notice from EDA to Buyer. If termination occurs all documents deposited by Buyer shall be immediately returned to Buyer and all documents deposited by EDA shall be immediately returned to EDA and neither party will have any further rights or obligations with respect to this Agreement or the Property, except for such obligations that survive termination of this Agreement. If EDA terminates this Agreement pursuant to this Section, any refundable portion of the Earnest Money shall immediately be refunded to Buyer. All the contingencies in this Section 5.2 are specifically for the benefit of EDA, and EDA shall have the right to waive any contingency in this Section 5.2 by written notice to Buyer.

6. **Closing**. The closing of the purchase and sale contemplated by this Agreement (the "**Closing**") shall occur on or before September 30, 2025 (the "**Closing Date**") at Title; provided, however, Buyer shall have the right and option to extend the Closing Date for one extension of forty-five (45) days ("**Extension Option**"). Buyer shall exercise its Extension Option, if at all, by giving EDA notice of such election on or before the Closing Date, as the same may be extended. Upon the exercise of the Extension Option, Buyer shall deposit an additional $10,000.00 as earnest money ("**Additional Earnest Money**"). The Original Earnest Money and Additional Earnest Money shall be referred to collectively as the "**Earnest Money**." If the parties proceed to Closing, all of the Earnest Money will be applied to the Purchase Price. EDA agrees to deliver legal and actual possession of the Property to Buyer on the Closing Date, as the same may be extended.

6.1. **EDA's Closing Documents and Deliveries**. On the Closing Date, EDA shall execute and/or deliver, as applicable, to Buyer the following:

A. **Warranty Deed**. A warranty deed conveying title to the Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances (the "**Deed**"). Such Deed shall include as a covenant running with the land the conditions of Minnesota Statutes, Sections 469.090 to 469.108 relating to the use of the land. If the covenant is violated the authority may declare a breach of the covenant and seek a judicial decree from the district court declaring a forfeiture and a cancellation of the deed.

B. **Recertification of Representations and Warranties**. EDA shall provide Buyer with a certificate recertifying that the representations and warranties set forth in Section 9 of this Agreement are true and correct as of the Closing Date.

C. **FIRPTA Affidavit**. An affidavit of EDA certifying that EDA is not a "foreign person", "foreign partnership", foreign trust", "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

D. **EDA's Affidavit**. A standard owner's affidavit (ALTA form) from EDA which may be reasonably required by Title to issue an owner's policy of title insurance with respect to the Property with the so-called "standard exceptions" deleted.

E. **Settlement Statement**. A settlement statement with respect to this transaction.

F. **Copies of Resolutions**. EDA shall provide Buyer with copies of the resolutions for the various EDA and/or City public meetings showing the EDA and/or various City commissions and/or councils have approved this transaction, Buyer's site plan, and other zoning approvals with a twenty-four (24) month timeframe, and such other governmental approvals as may be required for the Proposed Use.

G. **General Deliveries**. All other documents reasonably determined by Title to be necessary to transfer the Property to Buyer and to evidence that EDA (a) has satisfied all monetary indebtedness with respect thereto, (b) has obtained such termination statements or releases from such secured creditors as may be necessary to ensure that the Property is subject to no monetary liens, (c) has obtained all consents from third parties necessary to effect EDA's performance of the terms of this Agreement, including, without limitation, the consents of all parties holding an interest in the Property, (d) has provided such other documents as are reasonably determined by Title to be necessary to issue policies of title insurance to Buyer with respect to the Property with the so-called "standard exceptions" deleted, and (e) has duly authorized the transactions contemplated hereby.

6.2. **Buyer's Closing Documents and Deliveries**. On the Closing Date, Buyer shall execute and/or deliver, as applicable, to EDA the following:

A. **Payment of Purchase Price**. The Purchase Price, in accordance with the terms of Section 1.2.

B. **FIRPTA Affidavit**. An affidavit of Buyer certifying that Buyer is not a "foreign person", "foreign partnership", foreign trust", "foreign estate" nor a "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

C. **Buyer's Affidavit**. A standard owner's affidavit (ALTA form) from Buyer which may be reasonably required by Title to issue an owner's policy of title insurance with respect to the Property with the so-called "standard exceptions" deleted.

D. **Bring-Down Certificate**. A certificate dated as of the Closing Date, signed by an authorized officer of Buyer, certifying that the representations and warranties of Buyer contained in this Agreement are true as of the Closing Date.

E. **Settlement Statement**. A settlement statement with respect to this transaction.

F. **Evidence of Authority**. Buyer shall provide EDA with copies of the resolutions showing Buyer has met the necessary requirements to acquire the Property in accordance with this Agreement together with such proceedings, instruments and documents as may be reasonably required by Title as a condition precedent to issuing the Title Policy in Buyer's name.

G. **General Deliveries**. All other documents reasonably determined by Title to be necessary to evidence that Buyer has duly authorized the transactions contemplated hereby and evidence the authority of Buyer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant to this Agreement, or may be required of Buyer under applicable law, including any purchaser's affidavits or revenue or tax certificates or statements.

7. **Prorations**. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Subject Property, and therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. Except as specifically provided otherwise herein, items of income and expense for the period prior to the Closing Date will be for the account of EDA and items of income and expense for the period on and after the Closing Date will be for the account of Buyer, all as determined by the accrual method of accounting. EDA and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

7.1. **Title Evidence and Closing Fee**. EDA shall pay all costs of the Commitment with respect to the Property. Buyer will pay all costs of all premiums for any title insurance policy it desires with respect to the Property. Buyer and EDA shall each pay one-half (1/2) of any reasonable closing fee or charge imposed by Title.

7.2. **Transfer Taxes.** EDA shall pay all state deed tax regarding the Deed.

7.3. **Recording Costs**. EDA shall pay the cost of recording all documents necessary to place record title to the Property in the EDA including, but not limited to, costs of recording any documents necessary to cure any Objections, as hereinafter defined. Buyer shall pay all recording costs with respect to the recording of the Deed, Development Agreement and for the recording of any mortgage required by Buyer if any, and any mortgage registration tax, if any. Buyer shall pay the recording costs with respect to the deed restriction identified in Section 6.1.A., if any.

7.4. **Real Estate Taxes and Special Assessments**. General real estate taxes applicable to any of the Property due and payable in the year of Closing shall be prorated between EDA and Buyer on a daily basis as of 12:00 a.m. CST on the Closing Date based upon a calendar fiscal year, with EDA paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to the Closing Date and subsequent thereto. EDA shall pay in full all special assessments (and charges in the nature of or in lieu of such assessments) certified, levied, pending, postponed or deferred, or constituting a lien against the Property with respect to any of the Property as of the Closing Date. Buyer shall be responsible for any special assessments that are levied or become pending against the Property after the Closing Date, including, without limitation, those related to Buyer's development of the Property.

7.5. **<u>Utilities</u>**. All utility expenses, including water, fuel, gas, electricity, sewer and other services furnished to or provided for the Property, if any, shall be prorated between EDA and Buyer on a daily basis as of the Closing Date, with EDA paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to the Closing Date and subsequent thereto.

7.6. **<u>Survey</u>**. Buyer may obtain and pay for a Survey.

7.7. **<u>Attorneys' Fees</u>**. EDA and Buyer shall each pay its own attorneys' fees incurred in connection with this transaction, except as otherwise specifically set forth in this Agreement.

7.8. **<u>Survival</u>**. The obligations set forth in this Section 7 survive the Closing.

8. **<u>Title Examination</u>**. (i) Within seven (7) days following the Effective Date, EDA shall, at EDA's expense, order a current and updated title commitment for an owner's title insurance policy (ALTA Form 2021) issued by Title for the Property, and copies of all encumbrances described in the commitment (the "**Commitment**"); and, if desired, (ii) within thirty (30) days following the Effective Date, Buyer may at its sole option obtain, at Buyer's expense, an ALTA-certified survey bearing the legal description of the Property, and showing the area, dimensions and location of the Property and the matters shown in the Commitment (the "**Survey**" and, together with the Commitment, the "**Title Evidence**").

8.1. **<u>Buyer's Objections</u>**. Within twenty (20) days after Buyer's receipt of the Survey, Buyer may make written objections ("**Objections**") to the form or content of the Title Evidence. The Objections may include, without limitation, any easements, restrictions or other matters which may interfere with the Proposed Use of the Property or matters which may be revealed by the Survey. Any matters reflected on the Title Evidence which are not objected to by Buyer within such time period or waived by Buyer in accordance with Section 8.2(B) shall be deemed to be permitted encumbrances ("**Permitted Encumbrances**"). Notwithstanding the foregoing, the following items shall be deemed Permitted Encumbrances: (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record which do not interfere with the Proposed Use, if any; (b) Reservation of minerals or mineral rights by the State of Minnesota, if any; (c) Utility and drainage easements which do not interfere with the Proposed Use; and (d) Applicable laws, ordinances, and regulations. Buyer shall have the renewed right to object to the Title Evidence as the same may be revised or endorsed from time to time.

8.2. **<u>EDA's Cure</u>**. EDA shall be allowed twenty (20) days after the receipt of Buyer's Objections to cure the same but shall have no obligation to do so. If such cure is not completed within said period, or if EDA elects not to cure such Objections, Buyer shall have the option to do any of the following:

A. Terminate this Agreement with respect to all of the Property.

B. Waive one or more of its objections and proceed to Closing.

9. **<u>Warranties and Representations</u>**.

9.1. **<u>By EDA</u>**. EDA warrants and represents the following to Buyer and acknowledges that Buyer has relied on such representations and warranties in agreeing to enter into this Agreement:

A. This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of EDA enforceable in accordance with its terms. EDA has been duly formed under the laws of the State of Minnesota and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by EDA pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by EDA pursuant hereto have each been duly authorized by all necessary action on the part of EDA and such execution, delivery and performance does and will not conflict with or result in a violation of EDA's organizational agreement or any judgment or order.

B. The execution, delivery and performance by EDA of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to EDA, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which EDA is a party or by which it or any of its properties may be bound.

C. To EDA's knowledge, except as contemplated herein, no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any governmental or public body or authority, or any other entity, is required on the part of EDA to authorize, or is required in connection with, the execution, delivery and performance of, or the legality, validity, binding effect or enforceability of, this Agreement.

D. To EDA's knowledge, there are no actions, suits or proceedings pending or threatened against or affecting EDA or any of its properties, before any court or arbitrator, or any governmental department, board, agency or other instrumentality which in any of the foregoing (a) challenges the legality, validity or enforceability of this Agreement, or (b) if determined adversely to EDA, would have a material adverse effect on the ability of EDA to perform its obligations under this Agreement.

E. EDA has not received written notice, and has no knowledge, of (a) any pending or contemplated annexation or condemnation proceedings, or purchase in lieu of the same, affecting or which may affect all or any part of the Property, (b) any proposed or pending proceeding to change or redefine the zoning classification of all or any part of the Property, (c) any proposed changes in any road patterns or grades which would adversely and materially affect access to the roads providing a means of ingress or egress to or from all or any part of the Property, or (d) any uncured violation of any legal requirement, restriction, condition, covenant or agreement affecting all or any part of the Property or the use, operation, maintenance or management of all or any part of the Property.

F. To EDA's knowledge, there are no wells, underground or above ground storage tanks of any size or type, or sewage treatment systems located on any portion of the Property. To EDA's knowledge, there has been no methamphetamine production on or about any portion of the Property. To EDA's knowledge, the sewage generated by the Property, if any, goes to a facility permitted by the Minnesota Pollution Control Agency and there is no "individual sewage treatment system" (as defined in Minnesota Statutes § 115.55, Subd. 1(g)) located on the Property.

G. EDA is not a "foreign person," "foreign corporation," "foreign trust," "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code.

H. To EDA's knowledge, except as may be disclosed as part of the Due Diligence Materials, (i) no condition exists on the Property that may support a claim or cause of action under any Environmental Law (as defined below) and there are no Hazardous Substances (as defined below) on the Property, (ii) there has been no release, spill, leak or other contamination or otherwise onto the Property, and (iii) there are no restrictions, clean ups or remediation plans regarding the Property. To EDA's knowledge, except as may be disclosed as part of the Due Diligence Materials, there is no buried waste or debris on any portion of the Property. "**Environmental Law**" shall mean (a) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601-9657, as amended, or any similar state law or local ordinance, (b) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., (c) the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., (d) the Clean Air Act, 42 U.S.C. § 7401, et seq., (e) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., (f) the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq., (g) any law or regulation governing aboveground or underground storage tanks, (h) any other federal, state, county, municipal, local or other statute, law, ordinance or regulation, including, without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B.01, et seq., (i) all rules or regulations promulgated under any of the foregoing, and (j) any amendments of the foregoing. "**Hazardous Substances**" shall mean polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, and shall include, without limitation, substances defined as "hazardous substances," "toxic substances," "hazardous waste," "pollutants or contaminants" or similar substances under any Environmental Law.

I. There are no leases or tenancies with respect to the Property that will not be terminated as of the Closing Date. There are no unrecorded agreements or other contracts of any nature or type relating to, affecting or serving the Property.

J. There will be no indebtedness or sums due attributable to the Property which will remain unpaid after the Closing Date.

As used in this Agreement, the term "**to EDA's knowledge**" shall mean and refer to only the current actual knowledge of the designated representative of EDA and shall not be construed to refer to the knowledge of any other officer, manager, director, agent, authorized person, employee or representative of EDA, or any affiliate of EDA, or to impose upon such designated representative any duty to investigate the matter to which such actual knowledge or the absence thereof pertains, or to impose upon such designated representative any individual personal liability. As used herein, the term "**designated representative**" shall refer to Ryan Garcia. EDA represents and warrants that the foregoing individual is the representative of EDA most knowledgeable regarding the Property.

The representations, warranties and other provisions of this Section 9.1 shall survive Closing; provided, however, EDA shall have no liability with respect to any breach of a particular representation or warranty if Buyer shall fail to notify EDA in writing of such breach within two (2) years after the Closing Date, and provided further that EDA shall have no liability with respect to a breach of the representations and warranties set forth in this Agreement if Buyer has actual knowledge of EDA's breach thereof prior to Closing and Buyer consummates the acquisition of the Property as provided herein.

Buyer acknowledges and agrees that, except as expressly specified in this Agreement and/or in any documents executed and delivered by EDA at Closing, EDA has not made, and EDA hereby specifically disclaims, any representation, warranty or covenant of any kind, oral or written, expressed or implied, or rising by operation of law, with respect to the Property, including, but not limited to, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, physical or environmental condition, utilities, valuation, governmental approvals, the compliance of the Property with governmental laws, or any other matter or item regarding the physical condition of the Property. Buyer agrees that except as expressly specified in this Agreement and/or in any documents executed and delivered by EDA at

Closing, Buyer shall accept the Property and acknowledges that the sale of the Property as provided for herein is made by EDA on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. Buyer is an experienced purchaser of property such as the Property and Buyer has made or will make its own independent investigation of the Property. The limitations set forth in this paragraph shall survive the Closing and shall not merge in the deed.

9.2. **By Buyer**. Buyer warrants and represents the following to EDA, and acknowledges that EDA has relied on such representations and warranties in agreeing to enter into this Agreement:

A. Buyer is a limited liability company, duly organized and in good standing under the laws of the state of Minnesota and is not in violation of any provisions of its company documents or its operating agreement.

B. Buyer has all requisite authority to enter into this Agreement and to perform all of its obligations under this Agreement.

C. The execution, delivery and performance by Buyer of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Buyer, (b) violate or contravene any provision of the articles of incorporation or bylaws of Buyer, or (c) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Buyer is a party or by which it or any of its properties may be bound.

The representations, warranties and other provisions of this Section 9.2 shall survive Closing; provided, however, Buyer shall have no liability with respect to any breach of a particular representation or warranty if EDA shall fail to notify Buyer in writing of such breach within two (2) years after the Closing Date.

10. **Additional Obligations of EDA**.

10.1. **Licenses and Permits**. EDA shall transfer to Buyer all transferable rights, if any, in any permits or licenses held by EDA with respect to the Property. Forty-five (45) days prior to the Closing Date, EDA shall provide a list to Buyer of all permits and/or licenses that will be transferred to Buyer at or before Closing. EDA shall execute all applicable transfer forms and applications to facilitate and effect any such transfer and to cooperate fully with Buyer in its efforts to obtain all of the necessary licenses and permits for the Proposed Use, at no out-of-pocket cost to EDA, or the assumption of any obligations or liabilities by EDA.

10.2. **Condition of the Property at Closing**. Prior to Closing, the Property shall be operated in the ordinary course consistent with previous practice. On the Closing Date, EDA shall deliver to Buyer exclusive vacant possession of the Property, except for

Stockpiled Materials, free and clear of any personal property, surface waste and surface debris of any kind. EDA agrees that Buyer may dispose of any trash or personal property remaining on the Property as of the Closing Date in Buyer's sole discretion and EDA agrees to pay all costs and expenses incurred by Buyer with respect to the transport and/or disposal of the personal property within ten (10) days after receipt of an invoice from Buyer. From the Effective Date hereof until the Closing Date, EDA shall refrain from entering into any leases, licenses, rental, and/or occupancy agreements, however captioned, with respect to the Property and refrain from entering into or amending any contracts or other agreements (other than contracts in the ordinary course of business which are cancelable by the owner of the Property without penalty within thirty (30) days after giving notice thereof) without the prior written consent of Buyer, prior to the Closing Date.

10.3. **Further Assurances**. From and after the Closing Date, EDA agrees to execute, acknowledge and deliver to Buyer such other documents or instruments of transfer or conveyance as may be reasonably required to carry out its obligations pursuant to this Agreement.

10.4. **Non-Assumption of Contracts or Other Obligations**. The parties understand and agree that Buyer is only acquiring certain of EDA's real property assets and that this Agreement and any related agreements shall not be construed to be in any manner whatsoever an assumption by Buyer of any agreements, indebtedness, obligations or liabilities of EDA which are owing with respect to the operation of the Property prior to the Closing Date.

10.5. **Mortgages**. On or before the Closing Date, EDA shall satisfy all mortgage and/or lien indebtedness with respect to all or any portion of the Property and shall obtain recordable releases of the Property from any and all such mortgages or other liens affecting all or any portion of the Property.

10.6. **Approvals**. Buyer may seek certain approvals in order for Buyer to develop the Property for the Proposed Use, including rezoning the Property or receipt of a conditional use permit (the "**Approvals**"). EDA, at no out-of-pocket cost to EDA, or the assumption of any obligations or liabilities by EDA, will reasonably cooperate with Buyer's efforts to obtain the Approvals at or prior to Closing. EDA hereby grants Buyer the right to file and prosecute applications and petitions for the Approvals and any conditional use permits and variances desired by Buyer; provided, however, any conditional use permits or variances shall be contingent on the occurrence of the Closing and shall not be binding upon EDA or the Property unless and until the Closing occurs. EDA, at no out-of-pocket cost to EDA, or the assumption of any obligations or liabilities by EDA, agrees to cooperate with Buyer in the filing and prosecution of such applications and petitions, including the filing of the same in EDA's name, if required.

11. **Commissions**. Each party represents that all negotiations on its behalf relative to this Agreement and the transactions contemplated by this Agreement have been carried on directly between the parties, without the intervention of any party as broker, finder or otherwise, and that there are no claims for brokerage commissions or finders' fees in connection with the execution

of this Agreement.

12. **Notice**. Any notice to be given by one party hereto shall be personally delivered (including messenger delivery), by email at the address set forth below, or be sent by registered or certified mail, or by a nationally recognized overnight courier which issues a receipt, in each case postage prepaid, to the other party at the addresses in this Section (or to such other address as may be designated by notice given pursuant to this Section), and shall be deemed given upon personal delivery, three (3) days after the date postmarked, one (1) business day after delivery to such overnight courier, or immediately upon personal delivery or delivery by email. Attorneys for each party shall be authorized to give and receive notices for each such party.

If to EDA:	South St. Paul Economic Development Authority 125 Third Avenue North South St. Paul, MN 55075 Attn: Ryan Garcia, EDA Executive Director Email: rgarcia@southstpaul.org
with a copy to:	Korine L. Land LeVander, Gillen & Miller, P.A. 1305 Corporate Center Drive, Suite 300 Eagan, MN 55121 Email: kland@levander.com
If to Buyer:	Carlito Construction, LLC Attn: Carlos Cortes 131 Richmond Street West South St. Paul, MN 55075 Email: ariza-1981@hotmail.com

Default; Remedies. In addition to the rights granted to the parties pursuant to Minn. Stat. Sec. 559.21, if either EDA or Buyer fails to perform any of its obligations under this Agreement in accordance with its terms, and such failing party does not cure such failure within thirty (30) days after written notice thereof from the other party (provided that no notice or cure period shall be required for obligations to be performed at Closing), then the other party shall have the right to terminate this Agreement by giving the failing party written notice of such election. In the case of any default by Buyer, EDA's sole and exclusive remedies shall be termination of this Agreement as provided above and, upon any such termination, the Earnest Money shall be forfeited to Seller as agreed and final liquidated damages. In the case of any default by EDA, Buyer's sole and exclusive remedies shall be (i) specifically enforce this Agreement, or (ii) terminate this Agreement, in which case the Earnest Money shall be returned to Buyer. In no event shall Buyer be entitled to record a notice of Lis Pendens against the Property, unless Buyer is pursuing specific performance of this Agreement. In any action or proceeding to enforce this Agreement or any term hereof, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

13. **Cumulative Rights**. No right or remedy conferred or reserved to EDA or Buyer is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be

cumulative in and in addition to every other right or remedy existing at law, in equity or by statute, now or hereafter.

14. **Assignment.** This Agreement is not assignable, except that Buyer may freely assign its rights and obligations under this Agreement to a single-purpose entity created by Buyer for the purpose of owning and developing the Property, without the consent of Seller, provided and on the condition that Buyer shall provide Seller written notice of the assignment and the identity of the assignee prior to the Closing Date and such assignee shall have assumed Buyer's obligations hereunder by a written instrument of assumption.

15. **Entire Agreement; Modification**. This written Agreement constitutes the complete agreement between the parties with respect to this transaction and supersedes any prior oral or written agreements between the parties regarding this transaction. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties.

16. **Binding Effect; Survival**. This Agreement binds and benefits the parties and their respective successors and assigns. All representations and warranties, and indemnification obligations of the parties hereto shall survive the Closing.

17. **Governing Law**. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

18. **Rules of Interpretation**. The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof. References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

19. **Titles of Sections**. Any titles of the sections, or any subsections, of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

20. **Counterparts; Facsimiles**. This Agreement may be executed in any number of counterparts, and all of the signatures to this Agreement taken together shall constitute one and the same agreement, and any of the parties hereto may execute such agreement by signing any such counterpart. Facsimile or "PDF" signatures on this Agreement shall be treated as originals until the actual original signatures are obtained.

21. **Represented by Counsel**. Each party has been represented and advised by counsel in the transaction contemplated hereby.

22. **Time of the Essence**. Time is of the essence of this Agreement.

23. **Termination**. Upon termination of this Agreement, neither EDA nor Buyer shall have any further rights or obligations to the other party, except for such obligations as survive

termination of this Agreement. Any refundable portion of the Earnest Money shall be refunded to Buyer upon termination.

[remainder of page intentionally blank]

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

SELLER:
SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY

By ____________________________________
James P. Francis
Its President

By ____________________________________
Ryan Garcia
Its Executive Director

BUYER:
CARLITO CONSTRUCTION, LLC

Authentisign
CARLITO CONSTRUCTION LLC; CARLOS CORTES; CHIEF OPERATOR 07/02/25

By:____________________________________
Name: CARLITO CONSTRUCTION LLC; CARLOS CORTES; CHIEF OPERATOR
Title: ____________________________________
Owner

EXHIBIT A

Legal Description of Property:

Lots 8 and 9, Block 1, Sunny Side Addition to South Park, Dakota County, Minnesota.

Abstract Property.

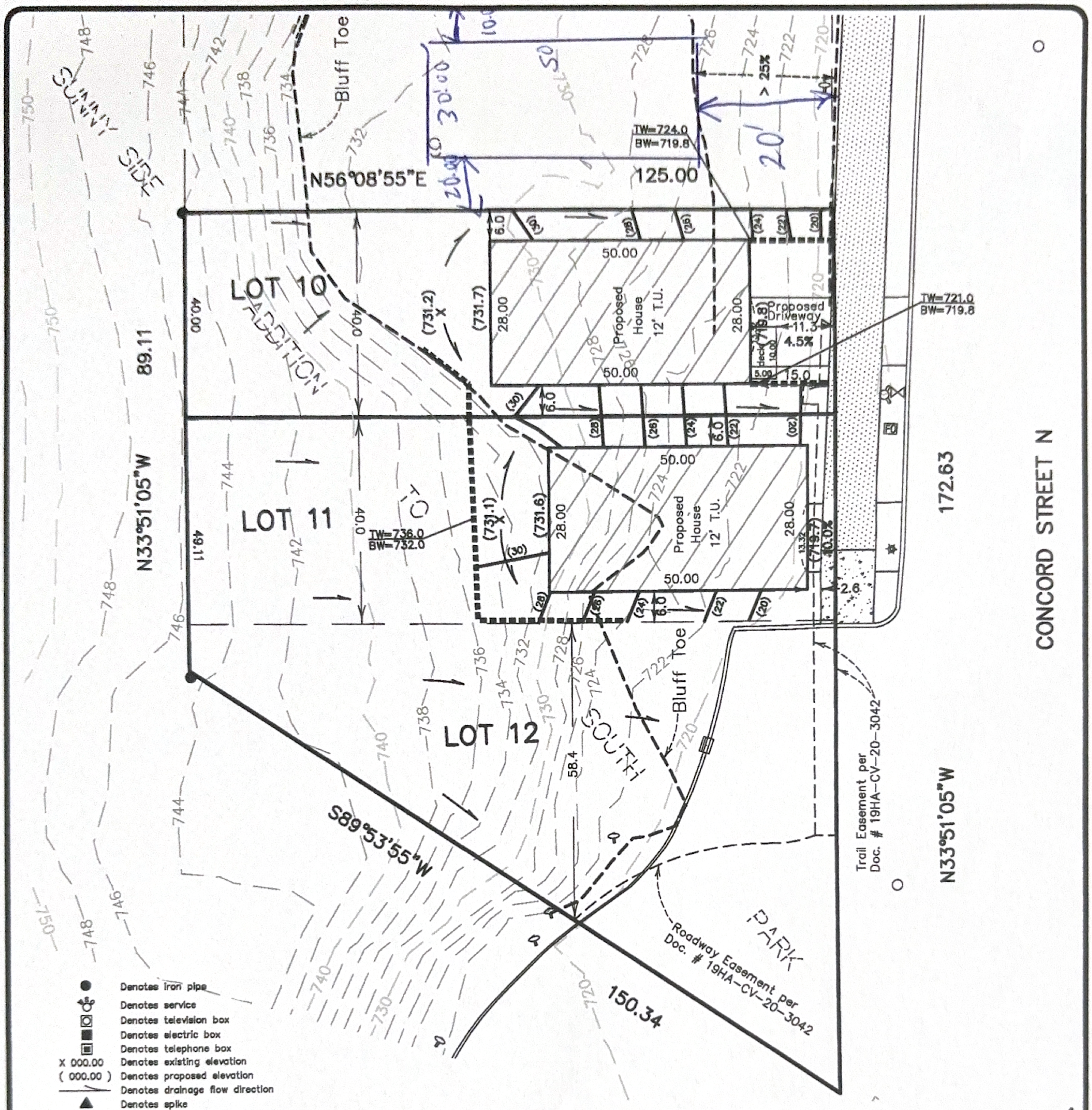
[Commitment legal description to govern]

1419 NORTH CONCORD STREET

EDA Property (0.23 Acres)

1

Basemap Courtesy of Dakota County GIS
Information accurate as of July 2025



●	Denotes iron pipe
	Denotes service
	Denotes television box
■	Denotes electric box
	Denotes telephone box
X 000.00	Denotes existing elevation
(000.00)	Denotes proposed elevation
	Denotes drainage flow direction
▲	Denotes spike
■■■■■■	Denotes proposed retaining wall designed and built by others.
	Denotes bituminous
	Denotes concrete

Lot 10 House elevations	(Proposed) / As-built
Lowest Floor Elevation	:(720.2) /
Top Of Foundation Elev.	:(732.2) /
Garage Slab Elev. @ Door	:(719.8) /

Lot 11 House elevations	(Proposed) / As-built
Lowest Floor Elevation	:(720.1) /
Top Of Foundation Elev.	:(732.1) /
Garage Slab Elev. @ Door	:(719.7) /

0' 10' 20'

Scale: 1" = 20'

Benchmark:
Top Nut Hydrant
Elevation =

Construction Notes:

1. Install rock construction entrance.
2. Install silt fence as needed for erosion control.
3. Sidewalks shall drain away from house a minimum of 1.0%.
4. Contractor must verify driveway design.
5. Contractor must verify service elevation prior to construction.
6. Add or remove foundation ledge as required.
7. Retaining walls are conditional; Wall installed if the grade exceeds 3:1. Wall will not be installed if the grade is 3:1 or less.
8. Proposed houses will need 12' foot basement walls to accommodate slope in the rear of the yards.
9. Step basement foundation as necessary to accommodate slope from the rear of the lots.

General Notes:

1. Grading plan by Custom last dated 11-18-24 was used to determine proposed elevations shown herein.
2. This survey does not purport to show improvements or encroachments, except as shown, as surveyed by me or under my direct supervision.
3. Proposed building dimensions shown are for horizontal location of structures on the lot only. Contact builder prior to construction for approved construction plans.
4. No specific soils investigation has been performed on this lot by the surveyor. The suitability of soils to support the specific house proposed is not the responsibility of the surveyor.
5. This certificate does not purport to show easements other than those shown on the recorded plat.
6. Bearings shown are based on an assumed datum.

We hereby certify to Ponce Construction LLC that this survey, plan or report was prepared by me or under my direct supervision, and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota, dated 11/18/24.

Signed: Pioneer Engineering, P.A.

BY:

Peter J. Hawkinson, Professional Land Surveyor
Minnesota License No. 42299 email-phawkinson@pioneereng.com

Revisions:
1.)

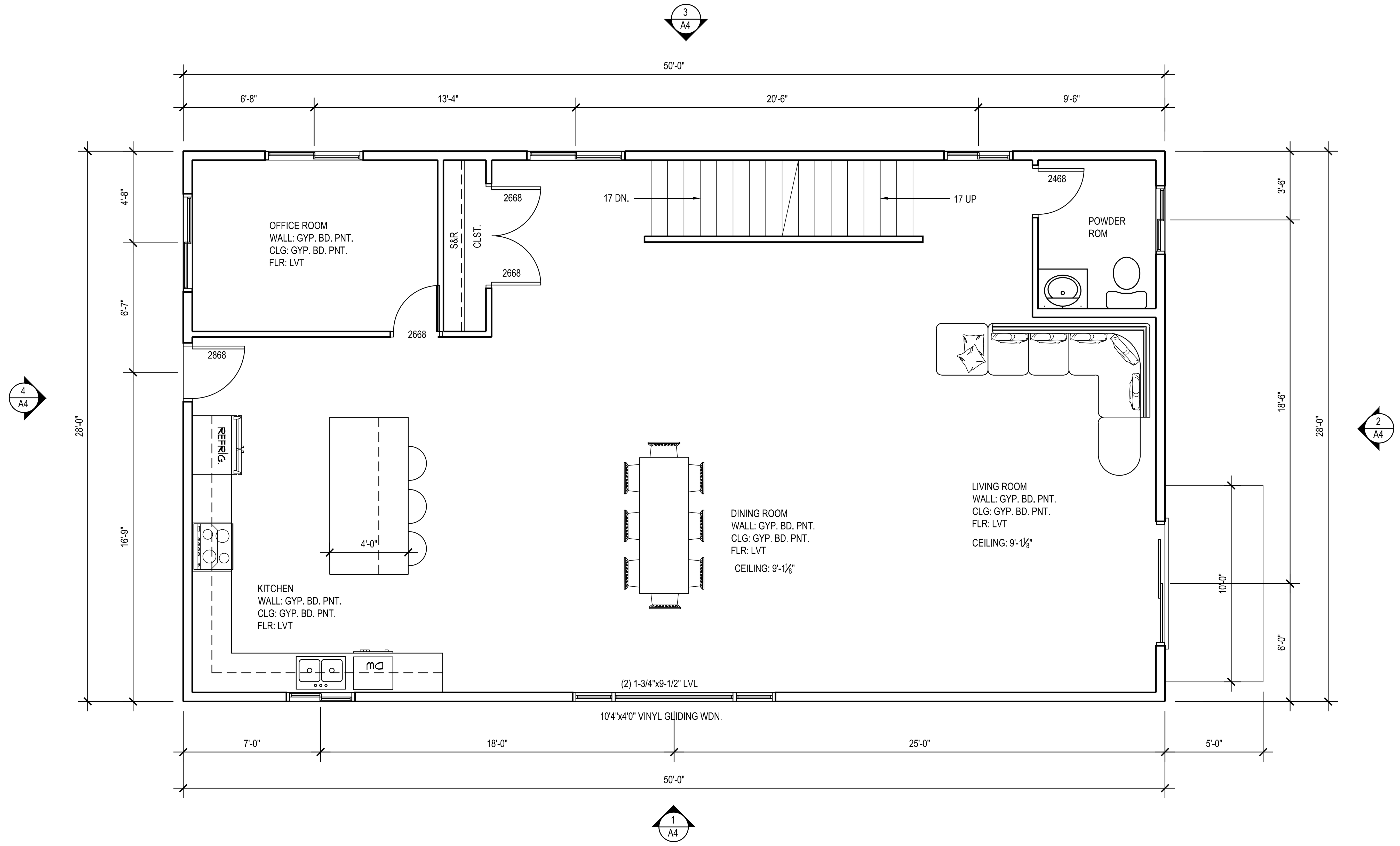
PIONEER engineering, P.A.
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
Ph.: (651) 681-1914
Fax: (651) 681-9488
www.pioneereng.com

Lots 10-12, Block 1,
SUNNY SIDE ADDITION TO SOUTH PARK
according to the recorded plat thereof
Dakota County, Minnesota

Address: Concord Street N, South Saint Paul, Minnesota
House Model: Elevation:
Buyer:

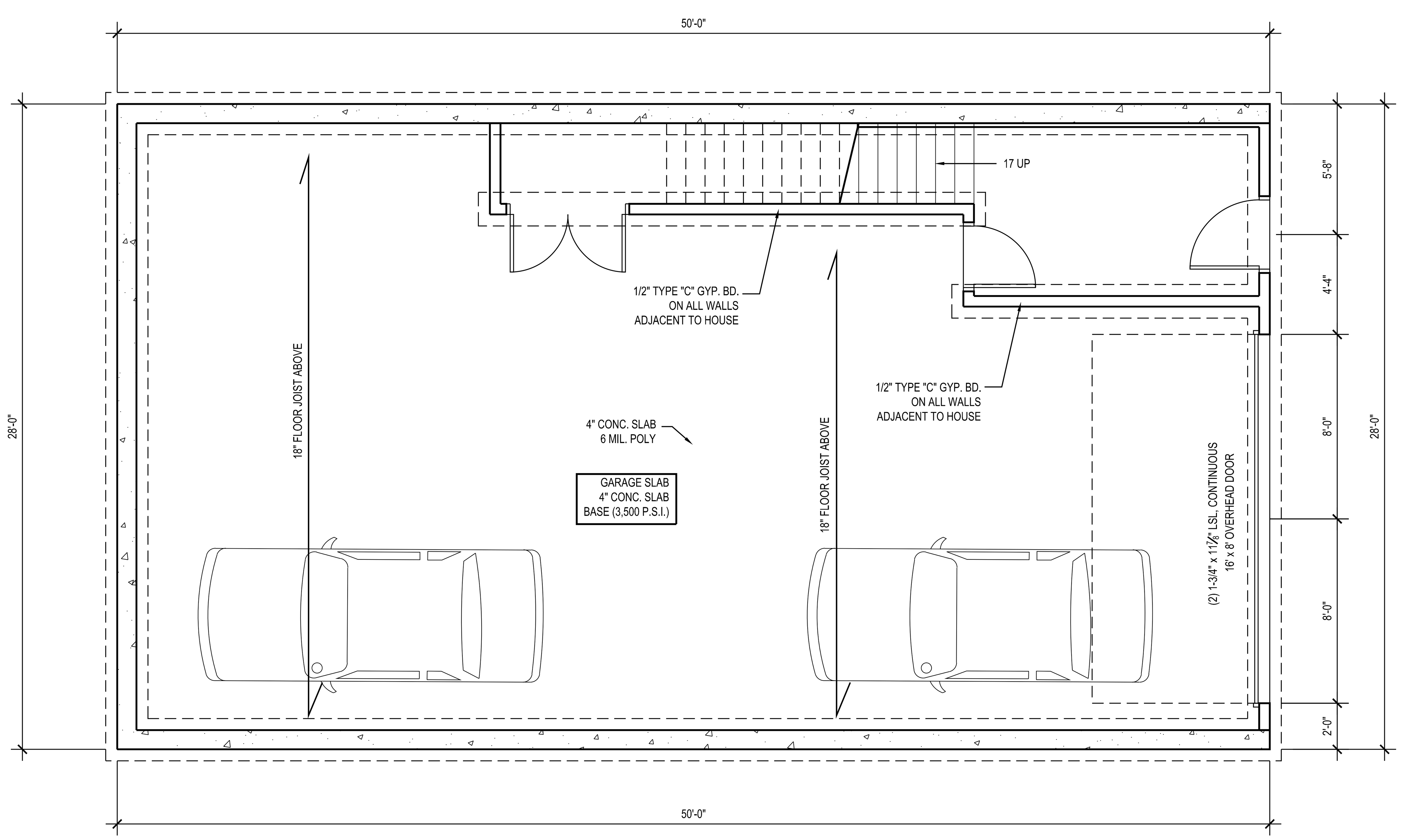
Certificate of Survey for:
Ponce Construction, LLC
1128 Sibley Memorial Highway
Mendota Heights, MN 55118
Phone: (651) 757-8900

Project #:124133000 | Folder #:8981 | Drawn by: MTW



2 FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"



1 FOOTING AND FOUNDATION PLAN:

SCALE: 1/4" = 1'-0"

HL Architects
Commercial | Retail | Mixed Use Residential | Restaurants
51 11th Ave. South
Waite Park, MN 56387
320-237-7411: hlarchitects2000@gmail.com

ARCHITECT CERTIFICATION:
I Hereby Certify That This Plan Was Prepared By Me Or Under My Direct Supervision and I am A Duly Registered Architect Under The Laws Of The State of Minnesota

Signature:

Printed Name: Hung T. Ly

REG. 50476 Date: 12/03/2024

Don Carlos Residence

1431 Concord St. North
South St. Paul, MN 55075

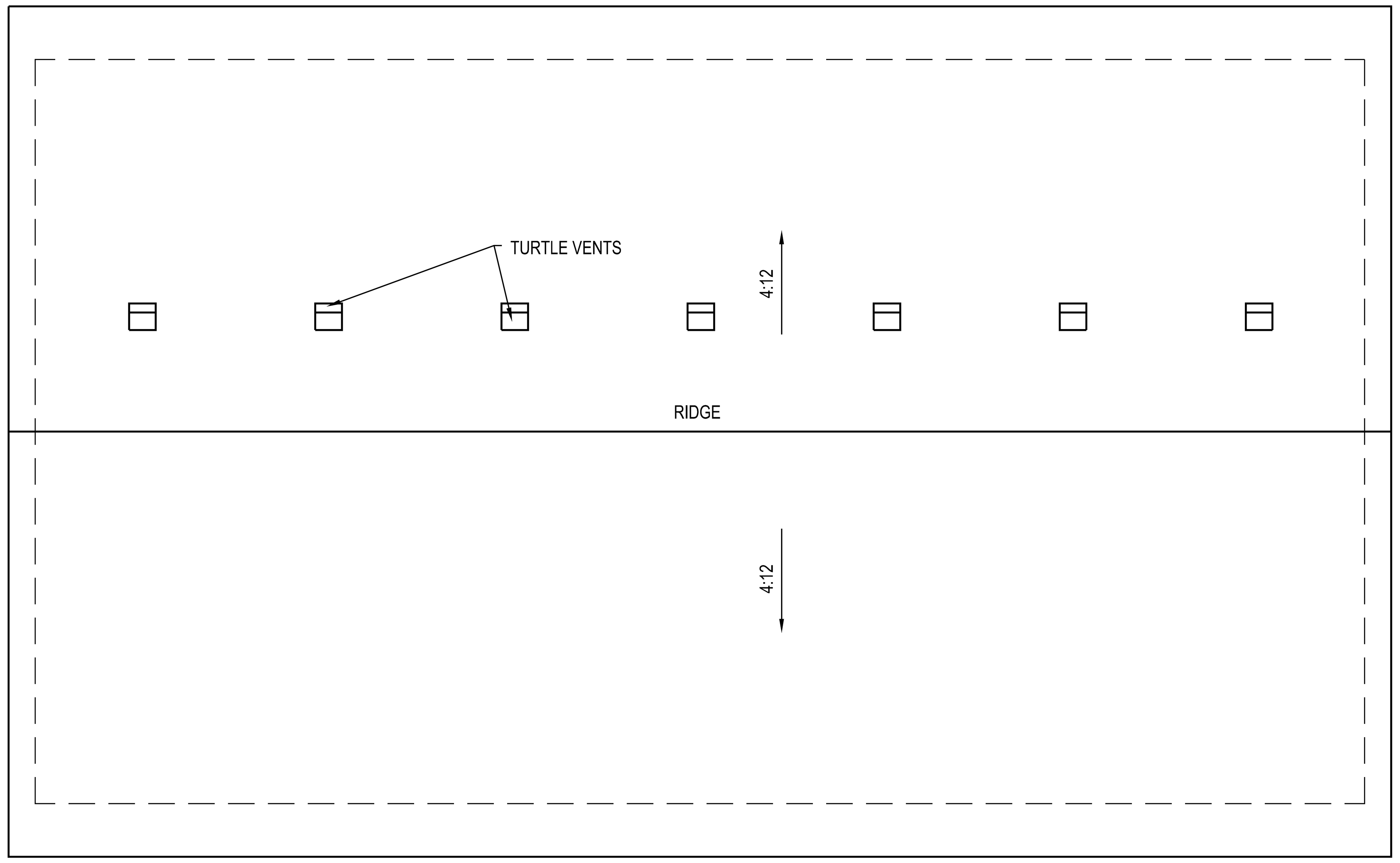
REVISIONS
MM/DD/ YYYY

SHEET TITLE
FOOTING AND FOUNDATION PLAN, FIRST FLOOR PLAN, AND NOTES

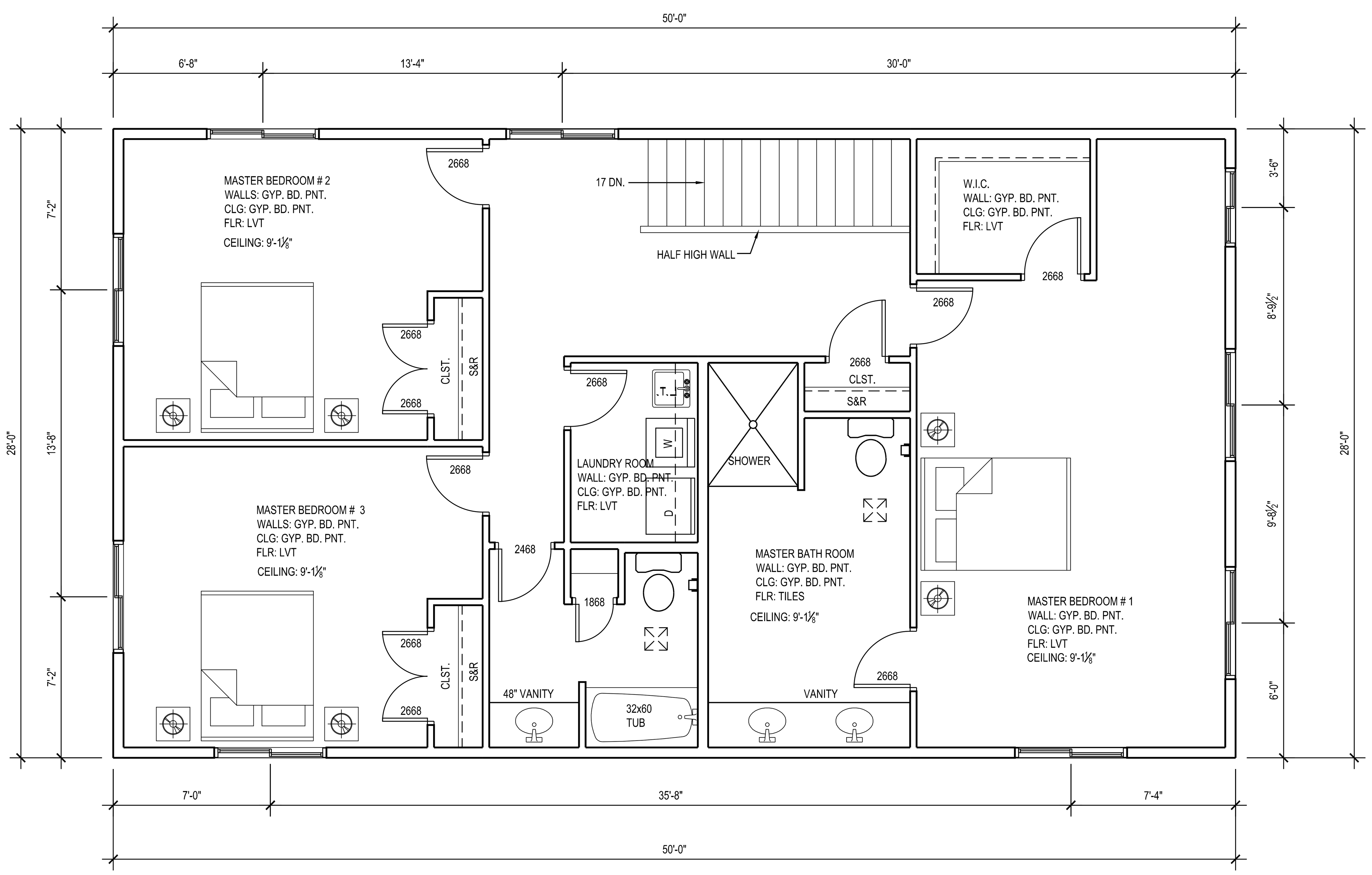
DRAWN BY:	DATE:
Hung Ly	12/03/2024

SHEET NO.
A2

PROJECT NO.:



2 ROOF PLAN
SCALE: 1/4" = 1'-0"



1 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

HL Architects
Commercial | Retail | Mixed Use Residential | Restaurants
51 11th Ave. South
Waite Park, MN 56387
320-237-7411: hlarchitects2000@gmail.com

ARCHITECT CERTIFICATION:
I Hereby Certify That This Plan Was Prepared By Me Or Under My Direct Supervision and I am A Duly Registered Architect Under The Laws Of The State of Minnesota

Signature:

Printed Name: Hung T. Ly
REG. 50476 Date: 12/03/2024

Don Carlos Residence

1431 Concord St. North
South St. Paul, MN 55075

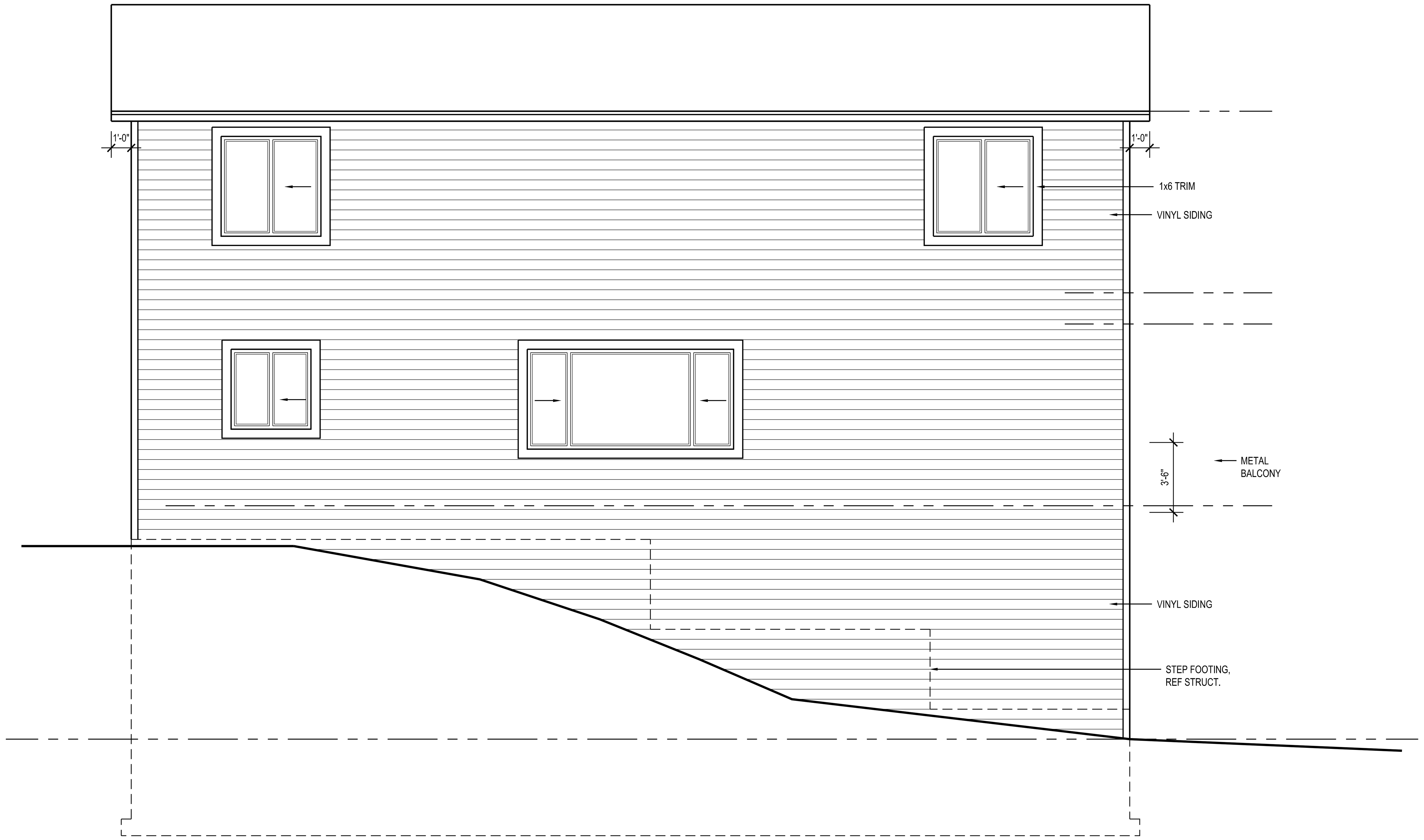
REVISIONS
MM/DD/ YYYY

SHEET TITLE
SECOND FLOOR PLAN AND NOTES

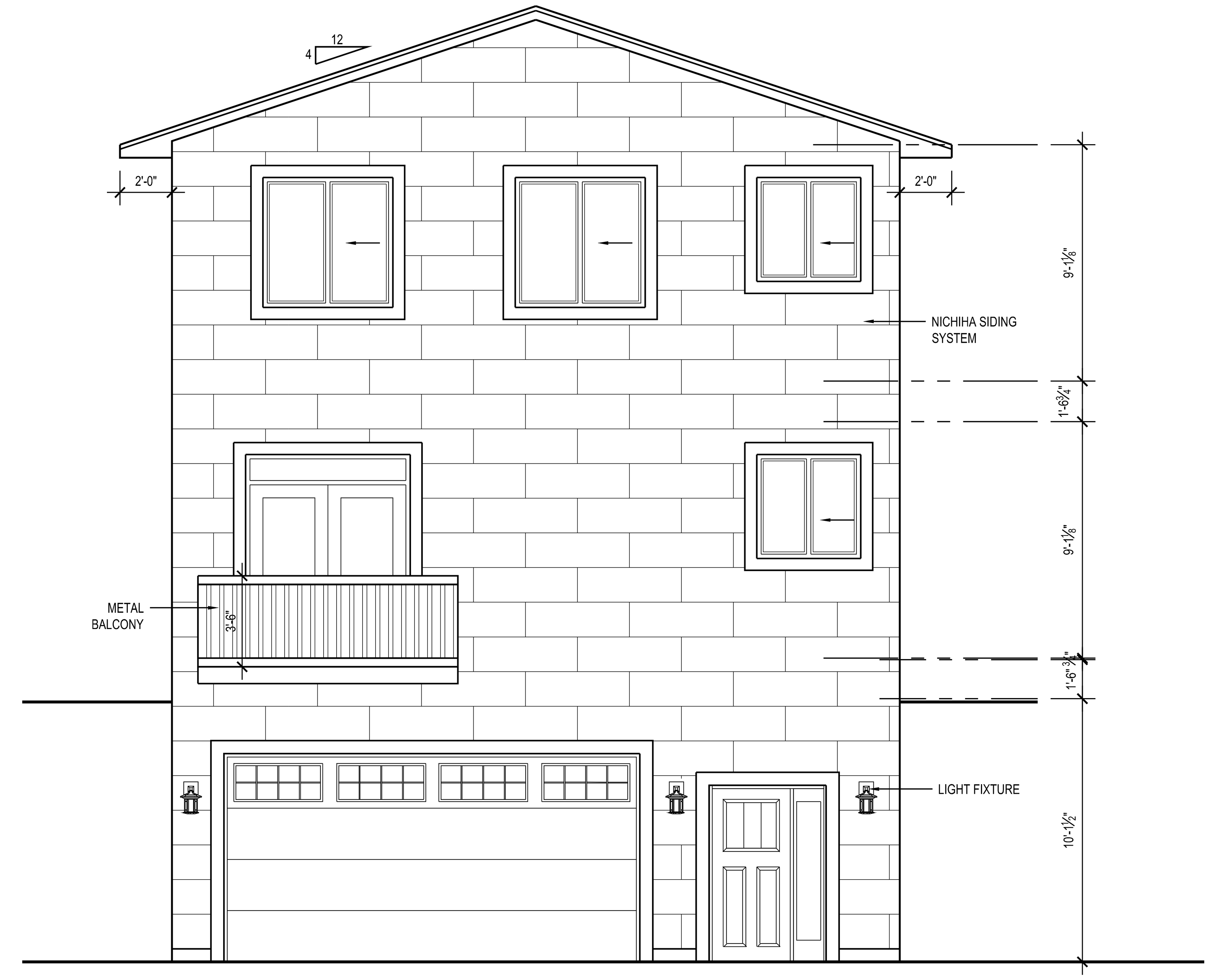
DRAWN BY: Hung Ly
DATE: 12/03/2024

SHEET NO.
A3

PROJECT NO.:

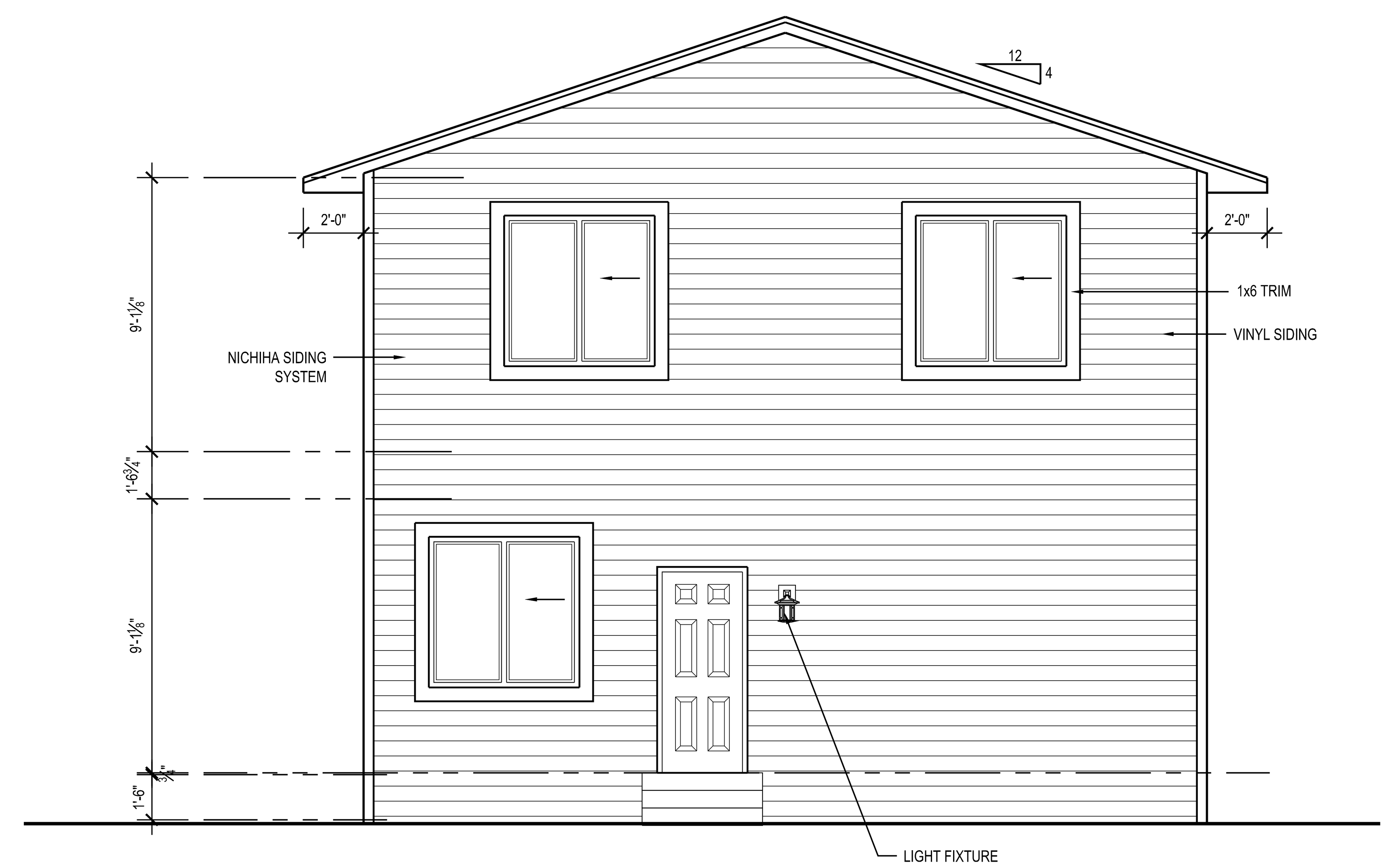


1 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



1 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

1 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



1 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

HL Architects
Commercial | Retail | Mixed Use Residential | Restaurants
51 11th Ave. South
Waite Park, MN 56387
320-237-7411: hlarchitects2000@gmail.com

ARCHITECT CERTIFICATION:
I Hereby Certify That This Plan Was Prepared By Me Or Under My Direct Supervision and I am A Duly Registered Architect Under The Laws Of The State of Minnesota

Signature:
Printed Name: Hung T. Ly
REG. 50476 Date: 12/03/2024

Don Carlos Residence
1431 Concord St. North
South St. Paul, MN 55075

REVISIONS
MM/DD/ YYYY

SHEET TITLE
EXTERIOR ELEVATIONS

DRAWN BY: Hung Ly
DATE: 12/03/2024

SHEET NO.
A4

PROJECT NO.:

South St. Paul Economic Development Authority
Dakota County, Minnesota

RESOLUTION NO. 2025-10

RESOLUTION AUTHORIZING THE SALE AND CONVEYANCE OF PROPERTY

WHEREAS, the South St. Paul Economic Development Authority (EDA) is the owner of property located at 1419 Concord Street North in the City of South St. Paul, Dakota County, Minnesota (Property), legally described as follows:

Lots 8 & 9, Block 1, Sunny Side Addition to South Park

WHEREAS, pursuant to Minnesota Statutes, Section 469.105, the EDA has the authority to sell any of its lands; and

WHEREAS, the EDA has entered into a Purchase Agreement (Purchase Agreement) with Carlito Construction LLC (Redeveloper), for the sale and redevelopment of the Property; and

WHEREAS, the EDA has published a notice of public hearing for the sale of the Property pursuant to Minnesota Statutes, Section 469.105, and such notice was published on June 25, 2025 in the St. Paul Pioneer Press, a local newspaper of general circulation notice; and

WHEREAS, the EDA held a public hearing on July 7, 2025 pursuant to Minnesota Statutes, Section 469.105 regarding the sale of the Property to the Redeveloper at which all interested persons were given an opportunity to be heard; and

WHEREAS, the EDA has determined that the sale and conveyance of the Property to the Redeveloper are in the best interests of the City of South St. Paul or district and its people, the transaction furthers its general plan of economic development and is consistent with the City of South St. Paul's Comprehensive Plan, and the sale furthers the aims and purposes of Minnesota Statutes, Sections 469.090 to 469.108; and

WHEREAS, the EDA is selling the Property to the Redeveloper pursuant to the authority set forth in Minnesota Statutes, Section 469.105 and the EDA has satisfied all provisions contained in such statute.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the South St. Paul Economic Development Authority:

1. The EDA hereby approves the sale and conveyance of the Property to the Redeveloper pursuant to the terms of the Purchase Agreement, and it is hereby found and determined that Redeveloper possesses the qualifications and the financial responsibility to acquire and redevelop the Property in accordance with the Redevelopment Plans incorporated into the Purchase Agreement.

2. The purchase price and all other terms and conditions of the Development Agreement are hereby approved and the required officers of the EDA, staff, and consultants are hereby authorized to execute the necessary documents to sell and convey the Property to the Redeveloper pursuant to the terms of the Purchase Agreement.

Adopted this 7th day of July, 2025.

_______________________________	_______________________________
James P. Francis, President	Ryan D. Garcia, Executive Director

ECONOMIC DEVELOPMENT AUTHORITY AGENDA REPORT

DATE: July 7, 2025
DEPARTMENT: Economic Development
PREPARED BY:
AGENDA ITEM NUMBER: 6.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Redevelopment Grant Application - Resolution 2025 - 11

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Motion to approve Resolution 2025-11, Authorizing an Application to the Minnesota Department of Employment and Economic Development's Redevelopment Grant Program

OVERVIEW
The State of Minnesota, through its Department of Employment and Economic Development (DEED), administers a Redevelopment Grant Program which helps communities with the costs of redeveloping blighted industrial, residential, or commercial sites and putting land back into productive use. Through the program, grants pay up to half of redevelopment costs for a qualifying site, with a 50-percent local match. Eligible applicants are cities, counties, port authorities, housing and redevelopment authorities, and economic development authorities.

Grants can pay for land acquisition, demolition, asbestos abatement, infrastructure (road, water, storm, sanitary) extensions, geotechnical soil correction, and ponding or other environmental infrastructure at sites where a subsequent redevelopment will occur.

Staff is currently working with the Danner Family Limited Partnership and Kimley-Horn to complie the necessary information to make an application for this program, which is due August 1. If awarded, we would utilize the grant funding to offset developer and City costs associated with geotechnical soil correction, road and utility extensions, and stormwater management activities at the proposed Wakota Industrial development just south of the existing "Danner" facility at 843 Hardman Avenue. Earlier in 2025, the City and Developer collaborated on an application to DEED's contamination and cleanup program which requested more than $1.2 million to assist in the cleanup of this site, which is pending as of this writing. The project has been awarded a $471,800 TBRA Grant through the Met Council for cleanup activities, and has also been awarded a $250,000 Redevelopment Incentive Grant from the Dakota County CDA for soil correction and cleanup activities. Given this site's uniquely complex and comprehensive challenges, there remains a significant funding gap which the Redevelopment Grant will be instrumental in filling.

DEED will award Redevelopment grants to projects that provide the highest return in public benefits for the public costs incurred and meet all of the statutory requirements. In order to evaluate the applications for public benefits with respect to the costs incurred, the law specifies priorities that DEED must consider, which include:

1. The need for redevelopment in conjunction with contamination remediation needs. Maximum = 15 points.

2. The redevelopment project meets current tax increment financing requirements for a redevelopment district and tax increments will contribute to the project. Maximum = 25 points.

3. The redevelopment potential within the municipality. Maximum = 85 points.

4. The proximity to public transit if located in the metropolitan area. Maximum = 5 points.

5. Multi-jurisdictional projects that take into account the need for affordable housing, transportation, and environmental impact. Maximum = 15 points (5 points each).

Staff's opinion is that the Wakota Industrial project is a strong candidate for the DEED Redevelopment Grant Program based upon the above criteria. We anticipate receiving notification of funding awards by late-October, which would seem to allow for site preparation activities to begin shortly thereafter.

SOURCE OF FUNDS

The project has a dynamic stack of funding sources, including Developer Equity, traditional lender financing, Dakota County CDA Redevelopment Investment Grant funding, Met Council Tax Base Revitalization Account Funding and Community Project Funding from the U.S. Department of Housing and Urban Development's Economic Development Initiative (for the eastern segment of the Verderosa Extension). Staff proposes applying for up to $500,000 in DEED Redevelopment Grant funding to fill a remaining gap in the project. We anticipate learning the fate of our DEED Cleanup Grant Application prior to the August 1 due date for the Redevelopment Grant, so we will tailor our Redevelopment Grant request based upon that and the remaining gap.

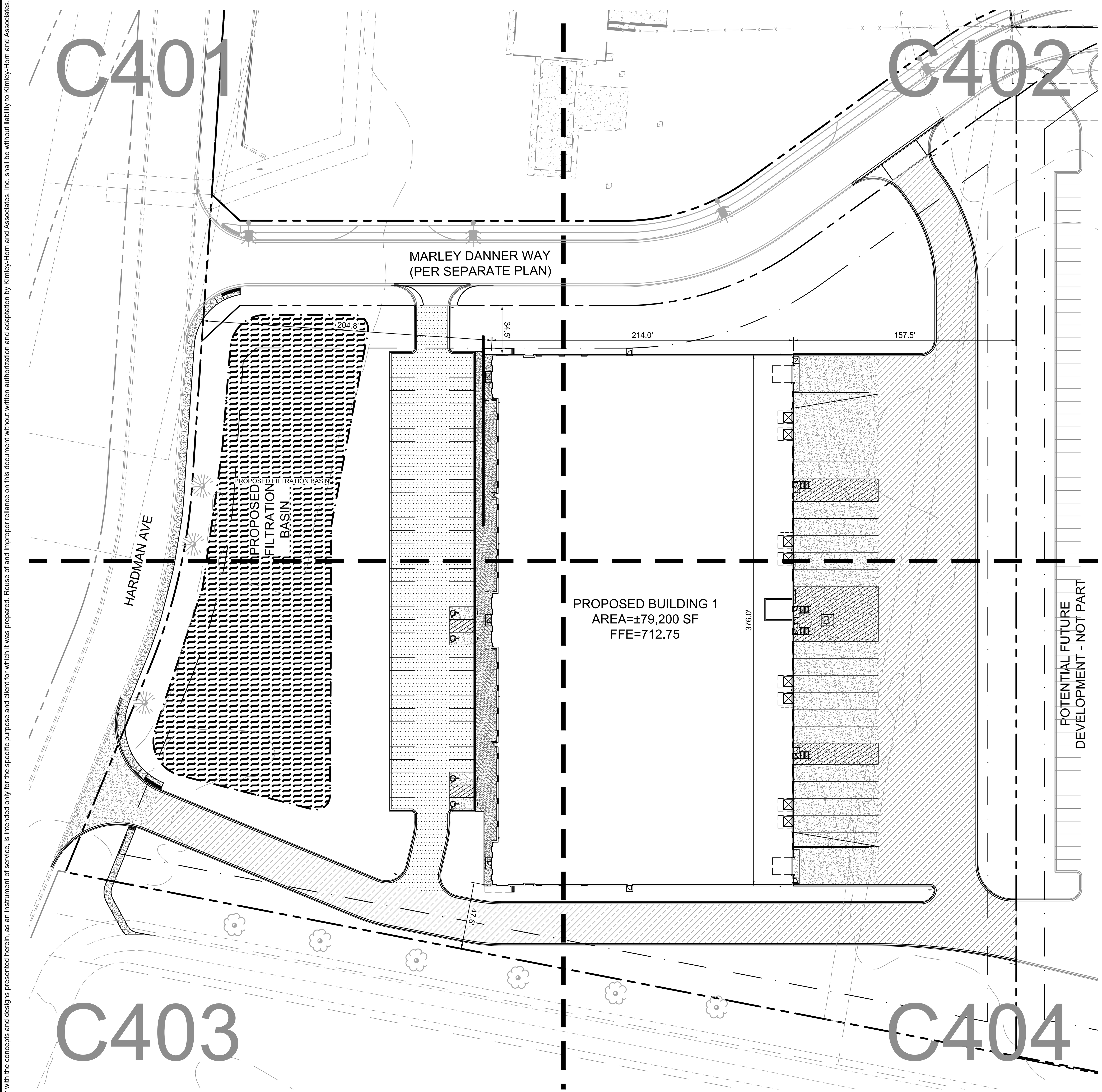
ATTACHMENTS

1. Location/Orientation Map
2. Wakota Industrial Site Plan & Elevation - DFLP
3. Resolution 2025-11 (DEED Redevelopment Application - Wakota Industrial_DFLP Phase 1)

Existing DFLP Property (total +/- 33.5 acres)

Proposed First Phase of Devleopment

K:\TWC_LDEV\danner inc\danner site - south st paul\3 Design\CAD\plansheets\C4-OVERALL SITE DIMENSION PLAN.dwg June 02, 2025 - 4:22pm



PRELIMINARY - NOT FOR CONSTRUCTION

LEGEND

- PROPERTY LINE
- SETBACK LINE
- DRAINAGE AND UTILITY EASEMENT
- FEMA 100-YR FLOODPLAIN
- RETAINING WALL
- PROPOSED CURB AND GUTTER
- STANDARD DUTY ASPHALT PAVEMENT — SEE DETAILS FOR SECTION
- HEAVY DUTY ASPHALT PAVEMENT — SEE DETAILS FOR SECTION
- HEAVY DUTY CONCRETE PAVEMENT — SEE DETAILS FOR SECTION
- CONCRETE SIDEWALK — SEE DETAILS FOR SECTION
- STORM WATER AREA — SEE GRADING PLAN FOR DETAILS

SITE PLAN NOTES

1. REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF STOOPS, TRUCK DOCKS, TRASH ENCLOSURES & PRECISE BUILDING DIMENSIONS. REFER TO THE SITE ELECTRICAL PLAN FOR LOCATIONS OF PROPOSED LIGHT POLES, CONDUITS, AND ELECTRICAL EQUIPMENT.
2. REFER TO CERTIFIED SITE SURVEY OR PLAT FOR EXACT LOCATION OF EXISTING EASEMENTS, PROPERTY BOUNDARY DIMENSIONS, AND ADJACENT RIGHT-OF-WAY & PARCEL INFORMATION.
3. DIMENSIONS AND RADII ARE DRAWN TO THE FACE OF CURB, UNLESS OTHERWISE NOTED. DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT, AND AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
4. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING EXISTING SITE IMPROVEMENTS THAT CONFLICT WITH THE PROPOSED WORK, INCLUDING BUT NOT LIMITED TO TRAFFIC SIGNS, LIGHT POLES, ABOVEGROUND UTILITIES, ETC. PERFORM WORK IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS. COST SHALL BE INCLUDED IN BASE BID.
5. TYPICAL PARKING STALL DIMENSIONS SHALL BE 9.0-FEET IN WIDTH AND 20-FEET IN LENGTH UNLESS OTHERWISE INDICATED.
6. MONUMENT SIGN(S) ARE DETAILED ON THE ARCHITECTURAL PLANS AND ARE SHOWN FOR GRAPHICAL & INFORMATIONAL PURPOSES ONLY. CONTRACTOR TO VERIFY SIGN DIMENSIONS, LOCATION AND REQUIRED PERMITS WITH THE OWNER.

PROPERTY SUMMARY	
TOTAL PROPERTY AREA	6.97 AC / 303,627 SF
DISTURBED AREA	6.96 AC / 301,652 SF
EXISTING IMPERVIOUS AREA	1.03 AC / 44,850 SF / 14.8%
EXISTING PERVIOUS AREA	5.94 AC / 258,777 SF / 85.2%
PROPOSED IMPERVIOUS AREA	3.98 AC / 173,441 SF / 57.1%
PROPOSED PERVIOUS AREA	2.99 AC / 130,186 SF / 42.9%
NET INCREASE IN IMPERVIOUS AREA	2.95 AC / 128,591 SF
AREA OF WETLAND IMPACT	0.00 AC / 00,000 SF

SITE DATA	
EXISTING ZONING	INDUSTRIAL DISTRICT
PROPOSED ZONING	INDUSTRIAL DISTRICT
PROPOSED LAND USE	INDUSTRIAL
BUILDING SETBACKS	FRONT = 30' SIDE = 20' REAR = 20'

BUILDING DATA	
TOTAL BUILDING AREA	79,200 SF
PERCENT OF TOTAL PROPERTY AREA	26.09%

PARKING SUMMARY	
REQUIRED PARKING	ONE SPACE PER EVERY TWO PERSONS OF MAXIMUM EMPLOYMENT
TOTAL PROPOSED PARKING	89 SPACES
REQUIRED ACCESSIBLE PARKING	4 STANDARD SPACES 4 VAN ACCESSIBLE
PROPOSED ACCESSIBLE PARKING	4 STANDARD SPACES 4 VAN ACCESSIBLE

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

811. Know what's below. Call before you dig.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

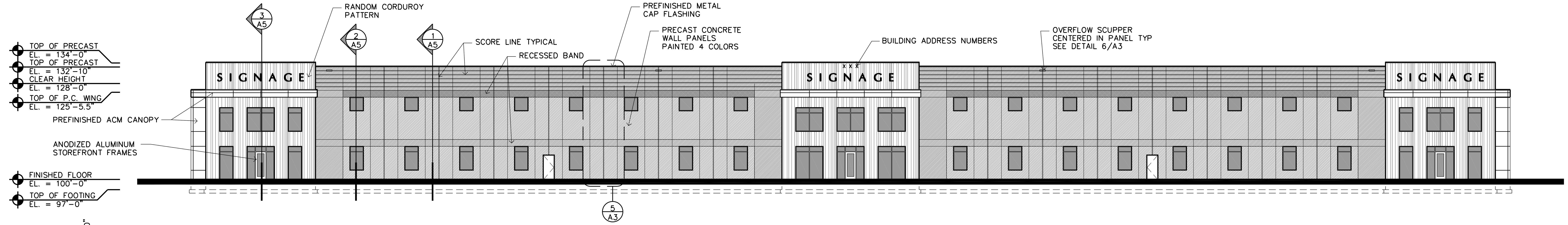
MATTHEW J. SORENSON
DATE: 06/02/2025 MN LIC. NO. 59721

KHA PROJECT	160448001
DATE	06/02/2025
SCALE	AS SHOWN
DESIGNED BY	AJE
DRAWN BY	FAS
CHECKED BY	MJS

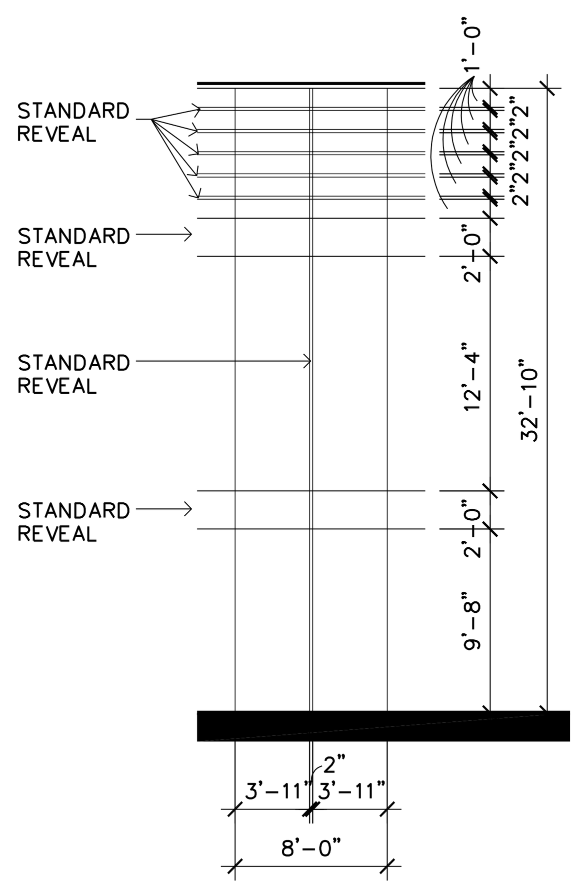
OVERALL SITE PLAN

WAKOTA BUSINESS PARK - BUILDING 1
PREPARED FOR
DANNER FAMILY LIMITED PARTNERSHIP
SOUTH ST PAUL MN

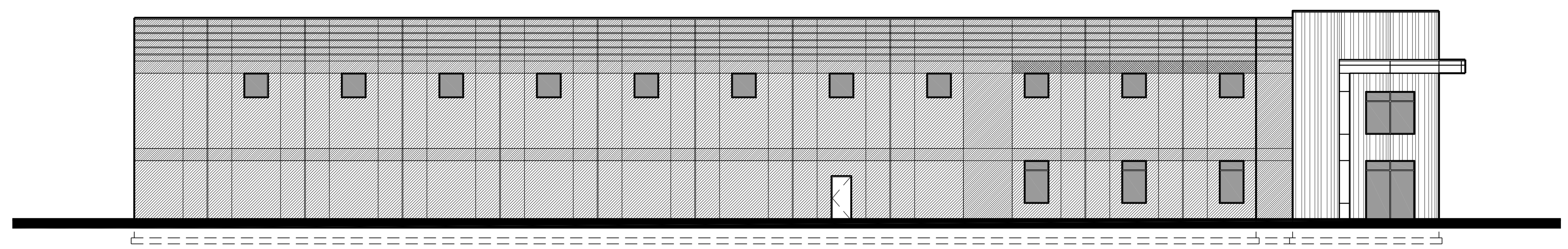
SHEET NUMBER
C400



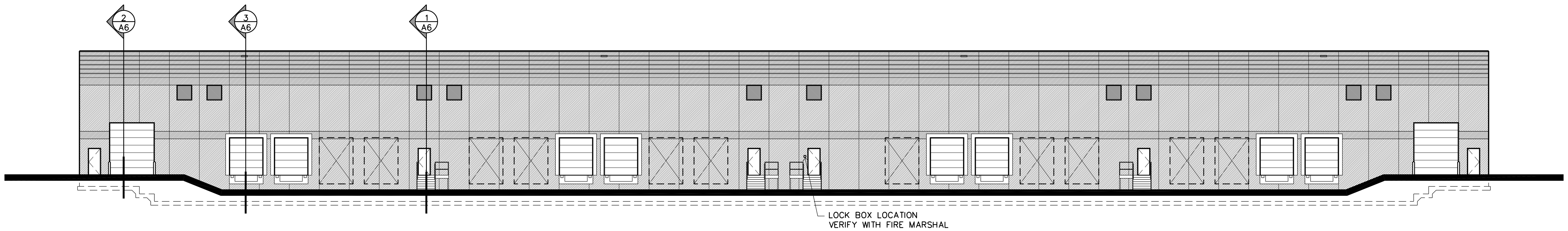
1 A3 WEST ELEVATION
SCALE: 1/16" = 1'-0"



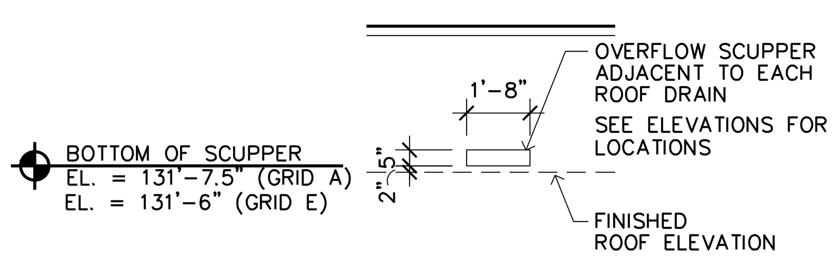
5 A3 PANEL DETAIL
SCALE: 1/8" = 1'-0"



2 A3 NORTH ELEVATION
SCALE: 1/16" = 1'-0"

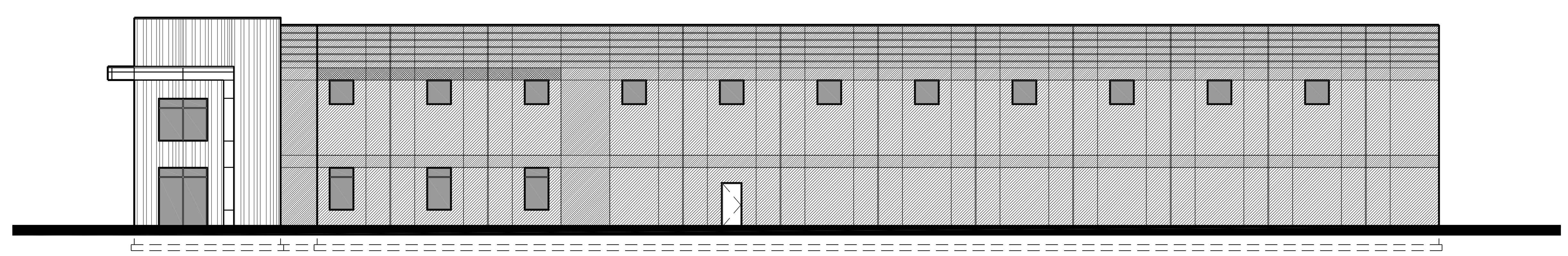


3 A3 EAST ELEVATION
SCALE: 1/16" = 1'-0"



NOTE: OVERFLOW SCUPPER IS SIZED ACCORDING TO IBC 1502.2.3
VERIFY WITH THE PLUMBING DESIGNER AND INT'L PLUMBING CODE

6 A3 OVERFLOW SCUPPER DETAIL
SCALE: 1/4" = 1'-0"



4 A3 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

LAMPERT
ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone:763.755.1211 Fax:763.757.2849
lampert@lampert-arch.com

ARCHITECT CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE
LEONARD LAMPERT
PRINT NAME
13669
LICENSE NO.
DATE

PRELIMINARY NOT FOR CONSTRUCTION

WAKOTA BUSINESS PARK BUILDING #1
South St. Paul, Minnesota

Project Designer: JAMES B
Drawn By: JRB
Checked By: LL
Revisions
5/28/25 PRELIMINARY

BUILDING ELEVATIONS

Sheet Number
A3

Project No. 250218-1

Filename: HARDMAN BUSINESS CENTER\BUILDING #1\HARDMAN BUSINESS CENTER 1-A3

South St. Paul Economic Development Authority
Dakota County, Minnesota

RESOLUTION NO. 2025-11

RESOLUTION AUTHORIZING AN APPLICATION TO THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT'S REDEVELOPMENT GRANT PROGRAM

BE IT RESOLVED that the South St. Paul Economic Development Authority (Applicant) act as the legal sponsor for a project known as "Wakota Industrial" (the "Project") contained in the Redevelopment Grant Program Application to be submitted on or before August 1, 2025, and that Executive Director Ryan Garcia (Authorized Official) is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the Applicant.

BE IT FURTHER RESOLVED that the South St. Paul Economic Development Authority has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate Project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application ARE COMMITTED to the Project identified.

BE IT FURTHER RESOLVED that if the Project fails to substantially provide the public benefits listed in the application within five years from the date of the grant award, the South St. Paul Economic Development Authority may be required to repay 100 percent of the awarded grant per Minn. Stat. § 116J.575 Subd. 4;

BE IT FURTHER RESOLVED that the South St. Paul Economic Development Authority has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the South St. Paul Economic Development Authority may enter into an agreement with the State of Minnesota for the Project, and that the South St. Paul Economic Development Authority certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

NOW, THEREFORE BE IT RESOLVED that Executive Director Ryan Garcia is hereby authorized to execute such agreements as are necessary to implement the Project on behalf of the applicant.

Adopted this 7th day of July, 2025.

______________________________	______________________________
President, James P. Francis	Executive Director, Ryan Garcia

ECONOMIC DEVELOPMENT AUTHORITY AGENDA REPORT

DATE:	July 7, 2025
DEPARTMENT:	Economic Development
PREPARED BY:	Ryan Garcia
AGENDA ITEM NUMBER:	6.B.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Redevelopment Incentive Grant Application - Resolution 2025 - 12

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Motion to Approve Resolutoin 2025 - 12.

OVERVIEW
Since 2007, the Dakota County Community Development Agency (CDA) has assisted cities with their redevelopment goals through a locally funded initiative called the Redevelopment Incentive Grant (RIG) Program . RIG funds can be used for redevelopment-related activities including real-estate acquisition, relocation payments, clearance and demolition expenses, environmental investigation and/or remediation, necessary public infrastructure improvements, and geotechnical corrections to soil conditions. Dakota County is currently accepting applications for the current fiscal year (July 1, 2025 - June 30, 2026). The grant is available on a competitive basis to all communities in the County with a maximum grant award of $250,000 per community.

Staff is submitting an application on behalf of the Danner Family Limited Partnership (Danner). Staff has been collaborating with Danner on a plan to cleanup and redevelop the approximately 35-acre site south of I-494 into a light industrial office warehouse park with three slab-on-grade buildings. The redevelopment would create 82 new full-time jobs and would be a substantial increase to the City's tax base. Within the past month, the City/EDA was awarded $250,000 through this program to assist with environmental cleanup and geotechnical soil correction at the site and was also awarded $471,800 from the Metropolitan Council's Tax Base Revitalization Account (TBRA) to assist with environmental cleanup. Clean up, soil corrections, stormwater management, and road/utility infrastructure - which are grant eligible items - are expected to total more than $5 million for the project. The City has applied for several grants to help reduce these costs and would like to submit an application for RIG funds to help further reduce these costs, specifically the geotechnical costs.

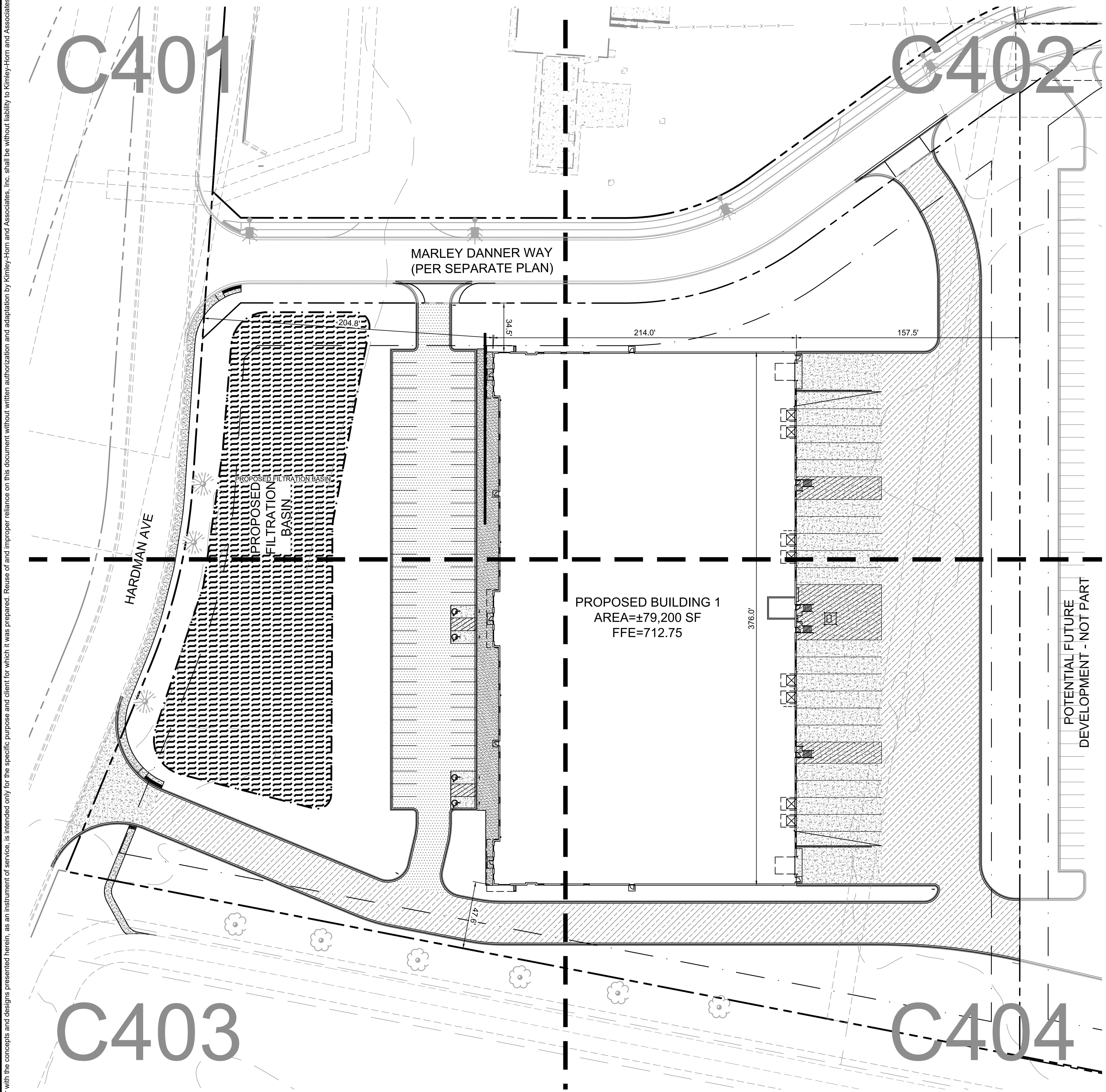
SOURCE OF FUNDS
The RIG program is funded by the Dakota County CDA. The RIG grant requires a 2:1 match. Non-public funds can be used as a match.

ATTACHMENTS

1. Location/Orientation Map
2. Wakota Industrial Site Plan & Elevation - DFLP
3. Resolution 2025 - 12 (Wakota Industrial - DFLP Phase 1)

Existing DFLP Property (total +/- 33.5 acres)

Proposed First Phase of Devleopment



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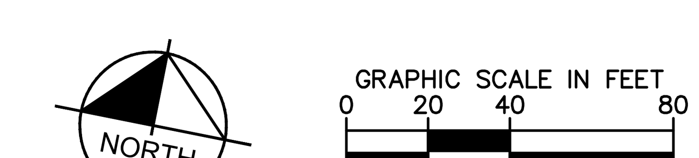


811. Know what's below. Call before you dig.

PRELIMINARY - NOT FOR CONSTRUCTION

No.	REVISIONS	DATE	BY

Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

MATTHEW J. SORENSON

DATE: 06/02/2025 MN LIC. NO. 59721

KHA PROJECT	160448001
DATE	06/02/2025
SCALE	AS SHOWN
DESIGNED BY	AJE
DRAWN BY	FAS
CHECKED BY	MJS

OVERALL SITE PLAN

WAKOTA BUSINESS PARK - BUILDING 1

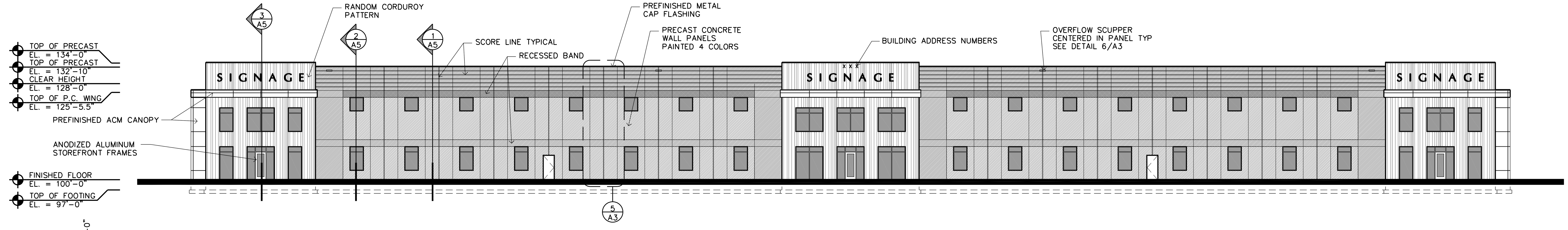
PREPARED FOR

DANNER FAMILY LIMITED PARTNERSHIP

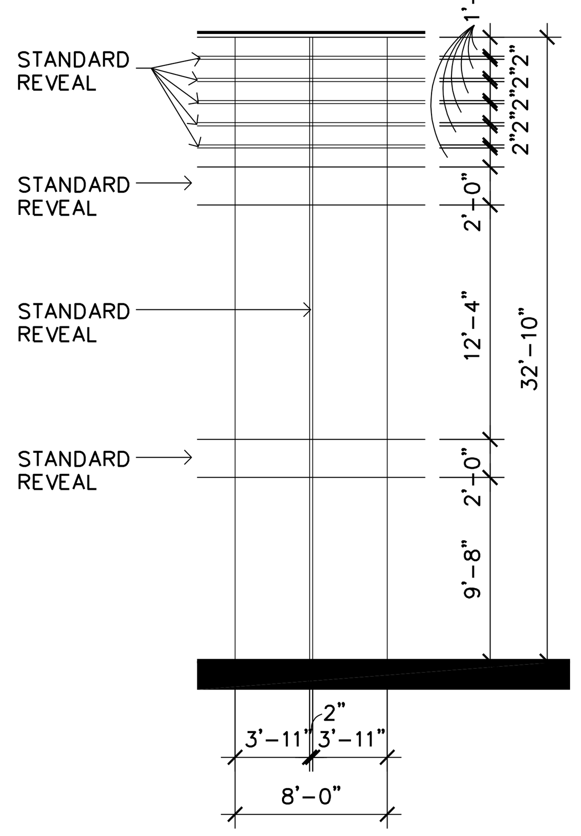
SOUTH ST PAUL MN

SHEET NUMBER

C400



1 A3 WEST ELEVATION
SCALE: 1/16" = 1'-0"



5 A3 PANEL DETAIL
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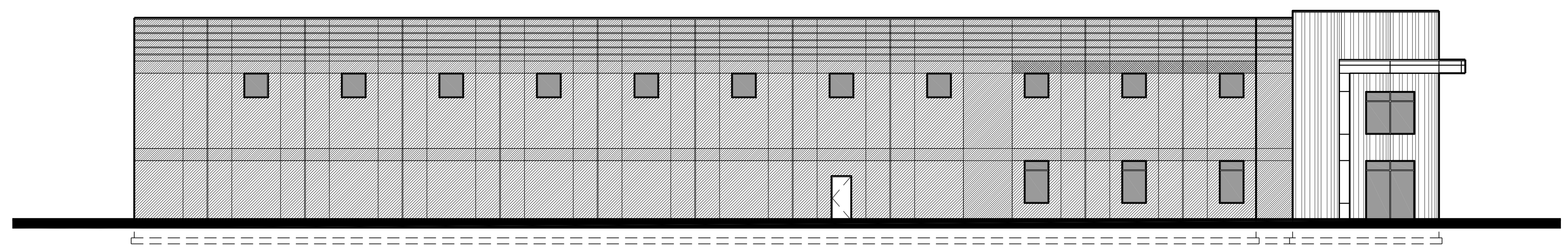
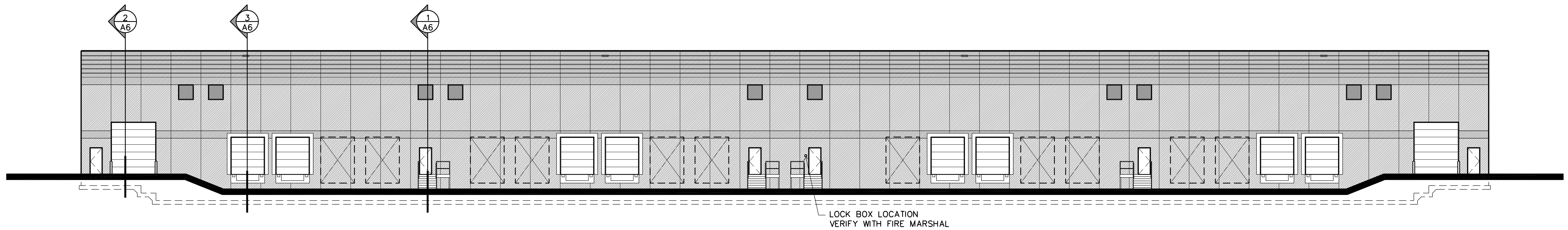
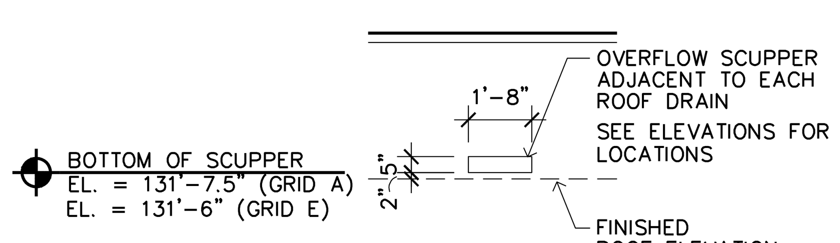


2 A3 NORTH ELEVATION
SCALE: 1/16" = 1'-0"



3 A3 EAST ELEVATION
SCALE: 1/16" = 1'-0"



NOTE: OVERFLOW SCUPPER IS SIZED ACCORDING TO IBC 1502.2.3
VERIFY WITH THE PLUMBING DESIGNER AND INT'L PLUMBING CODE

6 A3 OVERFLOW SCUPPER DETAIL
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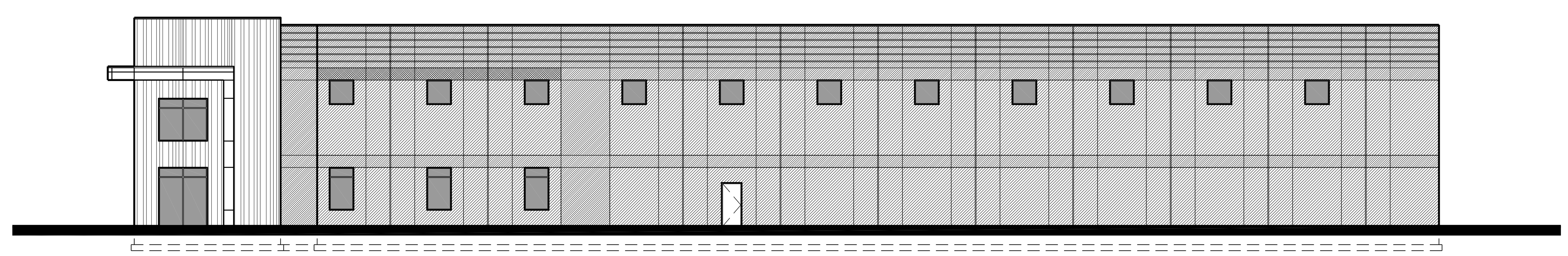

4 A3 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

Filename: HARDMAN BUSINESS CENTER\BUILDING #1\HARDMAN BUSINESS CENTER 1-A3

LAMPERT
ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone:763.755.1211 Fax:763.757.2849
lampert@lampert-arch.com

ARCHITECT CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE
LEONARD LAMPERT
PRINT NAME
13669
LICENSE #
DATE

PRELIMINARY
NOT FOR
CONSTRUCTION

WAKOTA BUSINESS PARK
BUILDING #1
South St. Paul, Minnesota

Project Designer: JAMES B
Drawn By: JRB
Checked By: LL
Revisions

5/28/25	PRELIMINARY

BUILDING ELEVATIONS

Sheet Number

A3

Project No. 250218-1

South St. Paul Economic Development Authority
Dakota County, Minnesota

RESOLUTION NO. 2025-12

APPROVAL TO SUBMIT A REDEVELOPMENT INCENTIVE GRANT APPLICATION TO THE DAKOTA COUNTY CDA

WHEREAS, the South St. Paul Economic Development Authority (the "EDA") has identified a proposed project within the City of South St. Paul that meets the Dakota County Community Development Agency (CDA) Redevelopment Incentive Grant program's purposes and criteria; and

WHEREAS, the EDA has established a Redevelopment Plan of which the proposed project is a component; and

WHEREAS, the EDA has the capability and capacity to ensure the proposed project be completed and administered within the Redevelopment Incentive Grant program guidelines; and

WHEREAS, the EDA has the legal authority to apply for financial assistance; and

WHEREAS, the EDA is supportive of affordable housing and of the CDA's mission, to improve the lives of Dakota County residents through affordable housing and community development.

NOW THEREFORE BE IT RESOLVED that the South St. Paul Economic Development Authority approves the application for funding from the Dakota County CDA Redevelopment Incentive Grant program.

BE IT FURTHER RESOLVED that upon approval of its application by the Dakota County CDA, the President and Executive Director are hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

Adopted this 7th day of July, 2025.

______________________________	______________________________
President, James P. Francis	Executive Director, Ryan Garcia

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF SOUTH ST. PAUL

I do hereby certify the above resolution is a true and accurate copy of the Resolution adopted by the Economic Development Authority in and for the City of South St. Paul at an authorized meeting held on the 7th day of July as shown by the minutes of the meeting in my possession.

Dated this ____ day of __________, 20___

____
Deanna Werner, City Clerk