



CITY OF SOUTH ST. PAUL MEETING AGENDA

CITY COUNCIL

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

Monday, July 21, 2025
7:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

A. Mizpah Lodge #191 Check Presentation for Fill the Backpack Campaign

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 July 7, 2025 Council Meeting

B. Accounts Payable

C. Business Licenses

D. Acceptance of Gift Donations

E. Approve Resolution 2025-072, Accepting the Year Ended December 31, 2024 Audited Financial Report

F. Accept the 2025 First Quarter Financial Report and approve Resolution 2025-071 authorizing the 2025 First Quarter Budget amendments

G. Appointment of Kelsey Gelhar as City Engineer

- H. Approve Land Lease at Fleming Field with Propel Air Aviation, LLC
- I. Enactment of Comprehensive Plan Amendment to Update Future Land Use Map Guidance for City-Owned Facilities
- J. Approve Amendment of Lease (1847 Lysdale Lane) at the Fleming Field Airport.
- K. Approve Landlord Estoppel Certificate for 1847 Lysdale Lane at the South St. Paul Airport
- L. Approve Right of First Refusal with Praba Manivasager

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

11. GENERAL BUSINESS

- A. Wakota Business Park Development Application
- B. Conditional Use Permit for a Detached Garage at 1571 Stickney Avenue
- C. Adopt Prioritization and Resolutions for 2026 Bonding Requests

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

DATE: July 21, 2025
DEPARTMENT: Community Affairs
PREPARED BY: Deb Griffith
AGENDA ITEM NUMBER: 5.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Mizpah Lodge #191 Check Presentation for Fill the Backpack Campaign

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Acceptance of the Donation for the Fill the Backpack Campaign to purchase backpacks, school supplies and classroom needs.

OVERVIEW

Nick Casci and members of the Mizpah Lodge will present a check for the Fill the Backpack Campaign from the Annual Taco Feed that they host at the Croatian Hall.

SOURCE OF FUNDS

N/A

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: July 21, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

City Council Meeting Minutes of July 7, 2025 Council 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, July 7, 2025 and the Council Work Session held on Monday, July 14th, 2025.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 07-07-2025 Council Minutes



SOUTH ST. PAUL CITY COUNCIL MINUTES OF JULY 7, 2025

1. CALL TO ORDER

Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on Monday, July 7th, 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
Clara Hilger, Director of Finance
Michael Healy, City Planner

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

6. CITIZEN'S COMMENTS

Comments are limited to 3 minutes in length.

None

7. APPROVAL OF AGENDA

Moved by: Tom Seaberg / Matt Thompson

Moved: To Approve as presented.

Vote: 7 ayes / 0 nays, motion Passed

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 the June 16, 2025, Council Meeting.

B. Accounts Payable

- C. Business Licenses
- D. Acceptance of Gift Donations
- E. Final Payment for the Levander Pond Maintenance Project (City Project No. 2022-09)
- F. Final Payment for the Wakota Trailhead Project (City Project No. 2021-08)
- G. Approve Proposal with SEH for Design and Bidding Services for the Lead Service Line Replacement Project
- H. Approve Quote from DJ Commercial Door, Entryway Doug Woog Arena
- I. Motion to approve Agreement with East Hockey Training, LLC for use of Storage and Office Space at Doug Woog Arena
- J. Purchase of a 2025 John Deere 3046R Compact Utility Tractor

Moved by: Joe Kaliszewski / Lori Hansen

Moved: To approve Consent Agenda as presented.

Vote: 7 ayes / 0 nays, motion Passed

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

None

11. GENERAL BUSINESS

- A. Approve Resolution 2025-066 Authorizing the Redemption of Taxable General Obligation Airport Bonds, Series 2017A

Moved by: Todd Podgorski / Pam Bakken

Moved: To approve Resolution 2025-066 Authorizing the Redemption of Taxable General Obligation Airport Bonds, Series 2017A

Vote: 7 ayes / 0 nays, motion Passed

- B. Second Reading: An Ordinance Legalizing Beekeeping on Residential Properties and Updating the Chicken and Duck Ordinance

Moved by: Lori Hansen / Pam Bakken

Moved: To approve the Second Reading of Ordinance 1434, Legalizing Beekeeping on Residential Properties and Updating the Chicken and Duck Ordinance.

Vote: 7 ayes / 0 nays, motion Passed

Moved by: Tom Seaberg / Matt Thompson

Moved: To approve Resolution 2025-068, updating the 2025 Fee Schedule.

Vote: 7 ayes / 0 nays, motion Passed

- C. Second Reading: An Ordinance Updating the Subdivision Ordinance's Design Standards for Easement Width and Block Length

Moved by: Tom Seaberg / Joe Kaliszewski

Moved: To approve the Second Reading of Ordinance 1435, Updating the Subdivision Ordinance's Design Standards for Easement Width and Block Length

Vote: 7 ayes / 0 nays, motion Passed

D. Disposition of the Armour Gatehouse Structures

Moved by: Lori Hansen / Joe Kaliszewski

Moved: To direct City Staff to proceed with the planning, budgeting and bidding for the restoration of both Armour Gatehouse Structure(s) at their current location, and the improvement of the public space located on the parcel.

Vote: 2 ayes / 5 nays, motion Failed

Moved by: Todd Podgorski / Tom Seaberg

Moved: To direct City Staff to proceed with the planning, budgeting and bidding for the relocation of both Armour Gatehouse Structure(s) to a location to be determined.

Vote: 5 ayes / 2 nays, motion Passed

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT

A handwritten signature in black ink that reads "Deanna Werner". The signature is written in a cursive style and is positioned above a horizontal line.

/s/: Deanna Werner
City Clerk



CITY COUNCIL AGENDA REPORT

DATE: July 21, 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 2025-080 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. 07-21-25 Accounts Payable

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-080

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:

154386-154509	\$ 1,111,920.22
2025215-2025229	462,891.36
801231-801238	<u>196,561.68</u>

Total	\$ 1,771,373.26
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Adopted this 21st day of July, 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
154386	7/11/2025		13118 LAW ENFORCEMENT LABOR SERVICES							
		2,190.00			123744	07082515382417	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		2,190.00								
154387	7/11/2025		1842 LOCAL 120							
		2,814.00			123748	0708251538244	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		2,814.00								
154388	7/14/2025		14195 4 SEASONS PROPERTY CARE-DJ TROJE							
		1,200.00	151 POPLAR ST W-6/5/25		123629	INV0001	10420.6371		REPAIRS & MAINT CONTRACTUAL	CODE ENFORCEMENT
		900.00	136 10TH AVE N-6/18/25		123630	INV0002	10420.6371		REPAIRS & MAINT CONTRACTUAL	CODE ENFORCEMENT
		1,080.00	2025 3RD ST N - 6/18/25		123631	INV0003	10420.6371		REPAIRS & MAINT CONTRACTUAL	CODE ENFORCEMENT
		600.00	147 9TH ST S - 6/18/25		123632	INV0004	10420.6371		REPAIRS & MAINT CONTRACTUAL	CODE ENFORCEMENT
		800.00	2012 BUTLER AVE - 6/22/25		123633	INV0005	10420.6371		REPAIRS & MAINT CONTRACTUAL	CODE ENFORCEMENT
		4,580.00								
154389	7/14/2025		14765 AMERITAS LIFE INSURANCE CORP.							
		373.13	VISION PREMIUM: JULY 2025		123634	010-065206-CITY SSP	10101.2181		EYE MED INSURANCE	GENERAL FUND
		373.13								
154390	7/14/2025		1050 ANOTHER LOCKSMITH							
		119.50	1630 ERCOUE LN DOOR HANDL		123635	3127	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		119.50								
154391	7/14/2025		4059 ASCENT AVIATION GROUP, INC.							
		33,250.50	7500 GAL 100LL		123636	1123170	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		33,250.50								
154392	7/14/2025		9021 ATLAS STAFFING, INC.							
		772.80	NM-TEMP MOUA 6/27/25		123712	1308838	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		772.80	JC-TEMP MOUA 6/27/25		123712	1308838	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		1,120.00	JC TEMP SOBERANIS-6/27/25		123713	1308837	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		2,665.60								
154393	7/14/2025		5978 BAUER SERVICES							
		7,555.00	HYDRANT/VALV-STAN&STICKNEY		123637	06232025-7156	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		7,555.00								
154394	7/14/2025		14555 BIOTEC EMERGENCY SERVICES, LLC							
		150.00	SQD#2153 BIOHAZARD CLN		123728	133901	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION

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
154394	7/14/2025		14555 BIOTEC EMERGENCY SERVICES, LLC						Continued...	
		150.00	SQD#2158 BIOHAZARD CLN		123729	133902	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		300.00								
154395	7/14/2025		12865 BRIDGETOWER OPCO, LLC							
		323.07	WTP AD IN F&C		123725	745627085	50605.6341	202311	ADVERTISING	WATER UTILITY
		258.99	SEIDLS TR&SHORELINE AD IN F&C		123726	745655243	50610.6302	202115	PROFESSIONAL SERVICES	STORM WATER UTILITY
		171.08	7TH AVE S AD IN F&C		123727	745670012	40439.6341	202312	ADVERTISING	2023 LOCAL IMPROVEMENTS
		753.14								
154396	7/14/2025		14193 CADY BUILDING MAINTENANCE INC							
		5,110.00	CH CLEAN SVC JUL25		123638	4992889	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		550.00	PW CLEAN SVC JUL25		123638	4992889	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		5,660.00								
154397	7/14/2025		1184 CINTAS CORPORATION #754							
		377.79	SAFETY MATS		123639	4234686042	10320.6210		OPERATING SUPPLIES	PUBLIC WORKS
		90.55	UNIFORMS/SHOP TWLS		123639	4234686042	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		468.34								
154398	7/14/2025		4182 CONTINENTIAL RESEARCH CORPORATION							
		251.00	WASP AWAY		123640	0064213	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		251.00								
154399	7/14/2025		10850 CONTROLOGIX SERVICES, LLC							
		1,570.50	RPL CARD READER&TEST		123686	25-154	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		1,570.50								
154400	7/14/2025		2009 CORE & MAIN, LP							
		941.09	WATER HYD BREAK FLG YELLOW		123641	X080984	50605.6580	WS2201	OTHER EQUIPMENT	WATER UTILITY
		1,102.89	6" HYD EXT		123642	X095602	50605.6580	WS2201	OTHER EQUIPMENT	WATER UTILITY
		2,043.98								
154401	7/14/2025		14858 CRAFTCO, INC.							
		5,000.00	CRACKSEAL MACHINE RENTAL		123643	9403476387	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		5,000.00								
154402	7/14/2025		10710 CURBSIDE LANDSCAPE & IRRIGATION							
		1,540.00	WEEDING-CITYHALL/NEWLBRARY		123718	311880	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		1,540.00								

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
154403	7/14/2025		1252 DAKOTA COUNTY TECHNICAL COLLEGE						Continued...	
		2,100.00	PURSUIT/PIT REFRESHR 08,37,47		123730	1300698	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		2,100.00								
154404	7/14/2025		14094 EBERT, INC.							
		89,859.72	WAKOTA TRLHD FINAL-PMT#9		123734	21635543	40437.6302	202108	PROFESSIONAL SERVICES	2021 LOCAL IMPROVEMENTS
		89,859.72								
154405	7/14/2025		4725 FIRST SUPPLY LLC - TWIN CITIES							
		51.80	DECK DRAIN		123644	3761113-00	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		51.80								
154406	7/14/2025		4117 FOBBE CONTRACTING INC							
		2,100.00	HYD RPR 7TH/9TH/24TH/BROMLEY		123645	7395	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		2,100.00								
154407	7/14/2025		5874 FRANCIS, JAMES							
		214.90	MILEAGE REIMB 6/25/25		123664	6/26/2025	10110.6331		CONFERENCES, TRAINING, TRAVEL	MAYOR AND COUNCIL
		214.90								
154408	7/14/2025		1473 GERTEN GREENHOUSES INC. - 446133							
		1,140.00	GAME/FIELD CHALK		123687	242372/12	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		77.85	LANDSCAPE TOPSOIL		123688	802591/6	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		1,217.85								
154409	7/14/2025		5590 GOODYEAR TIRE & RUBBER CO.							
		632.00	TIRES		123646	124-1114547	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		632.00								
154410	7/14/2025		11834 GUARDIAN SUPPLY LLC							
		279.97	49-SHIRTS & EMBROIDERY		123647	21607	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		149.99	33-EARPIECE		123648	21537	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		99.99	44-LONG SLV SHIRT/EMBROIDERY		123649	21543	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		124.98	32-POLO/SHIRT/SHORTS		123650	21592	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		654.93								
154411	7/14/2025		1556 HAWKINS, INC.							
		11,418.88	CHEMICALS FOR TRTMT PLANT		123689	7097174	50607.6220		REPAIR & MAINTENANCE SUPPLIES	WATER TREATMENT PLANT
		11,418.88								
154412	7/14/2025		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							

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
154412	7/14/2025		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD						Continued...	
		101.25	NM HAND TOWELS		123651	9238269625	50677.6211		CLEANING SUPPLIES	NAN MCKAY APT BLDG
		95.94	JC DISP GLOVES		123652	9238234851	50678.6211		CLEANING SUPPLIES	JOHN CARROLL APT BLDG
		49.60	JC 10" REPL TIRE		123652	9238234851	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		818.00	NM (2) AC UNITS		123653	9238370600	50677.6220	229900	REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		383.25	NM PPR TWLS/HANDLE TWLS		123653	9238370600	50677.6211		CLEANING SUPPLIES	NAN MCKAY APT BLDG
		1,636.00	JC (4) AC UNITS		123654	9238372812	50678.6220	229900	REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		3,084.04								
154413	7/14/2025		14970 HESELTON CONSTRUCTION, LLC							
		324,108.60	MARIE AVE CONSTRUCTION		123655	PAY VOUCHER 1	40440.6530	202405	IMPR OTHER THAN BUILDING	2024 LOCAL IMPROVEMENTS
		324,108.60								
154414	7/14/2025		3686 IMPACT PROVEN SOLUTIONS							
		2,452.49	MAIL PROCESSING JUN25		123656	218227	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		2,452.49								
154415	7/14/2025		14295 INFINITE HEALTH COLLABORATIVE, PA							
		400.00	HEART HEALTH OFFERING		123731	IHEAINV01430	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		400.00								
154416	7/14/2025		1667 INVER GROVE FORD							
		498.41	INSP/RPR FRAME CORROSION#346		123657	6446742	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		498.41								
154417	7/14/2025		14731 JLG ARCHITECTS							
		4,696.20	ENDING 6/30/25		123658	24244-8	40402.6302		PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		4,696.20								
154418	7/14/2025		11377 KATH FUEL OIL SERVICE CO.							
		454.00	FUEL FOR SHOP		123659	829941	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		681.11	DYED DIESEL FOR SHOP		123660	829942	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		1,135.11								
154419	7/14/2025		1721 KAT-KEYS							
		254.10	KEYS/DOGGING KEYS/ID TAGS		123661	25060790	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		254.10								
154420	7/14/2025		14786 KLETSCHKA INSPECTIONS LLC							
		3,669.60	ELECTRICAL INSPECTS JUN25		123662	7/3/25	10420.6302		PROFESSIONAL SERVICES	CODE ENFORCEMENT
		3,669.60								

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
154420	7/14/2025		14786 KLETSCHKA INSPECTIONS LLC						Continued...	
154421	7/14/2025		7503 KWIK TRIP, INC.							
		845.72	FUEL-AIRPORT		123663	07/02/2025	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		3,759.57	FUEL-PW		123663	07/02/2025	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		8,647.86	FUEL-POLICE		123663	07/02/2025	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		378.38	FUEL-ENG/CODE/P&R		123663	07/02/2025	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		13,631.53								
154422	7/14/2025		6680 LANDRUM DOBBINS LLC							
		1,727.50	DRAFT/FILE (4) UD'S		123714	6913	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		1,727.50								
154423	7/14/2025		6281 LIGHTNING DISPOSAL, INC.							
		1,016.79	TRASH SVC-PUBLIC WORKS		123665	0000788369	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		1,016.79								
154424	7/14/2025		1878 MARK'S AERIAL SERVICE							
		1,000.00	TREE/DEBRIS 727 21ST A N		123666	005407	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		1,150.00	TREE/DEBRIS 601 17TH A S		123667	005406	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		1,650.00	TREE/DEBRIS 241 7TH A S		123668	005405	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		3,800.00								
154425	7/14/2025		1911 MENARDS, INC-WEST ST PAUL							
		18.96	LUMBER		123690	12516	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		245.42	BLADES/KNIFE/BUNGEE/BAGS		123691	12519	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		15.98	POLYPROPYLENE ROPE		123692	12473	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		280.36								
154426	7/14/2025		1913 MERIT ELECTRIC COMPANY							
		2,678.41	INSTL PD GARAGE DR&BREAKER		123693	79127	40402.6520		BUILDINGS AND STRUCTURE	CAPITAL PROGRAMS FUND
		2,678.41								
154427	7/14/2025		1444 MIDWEST MACHINERY CO							
		261.36	V-BELT #ZR1		123670	10524444	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		467.62	BRACKETS #ZR3		123671	10526752	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		24.12-	RETD MOWER BLADES		123672	10527294	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		704.86								
154428	7/14/2025		1991 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		10.00	LIBRARY-PRESSURE VESSEL		123673	ABR0350517X	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS

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154428	7/14/2025		1991 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY						Continued...	
		10.00								
154429	7/14/2025		9298 NAPA NEWPORT							
		432.24	BRAKE PADS/ROTORS #19-777		123674	160027	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		39.88	OIL FILTERS		123675	159683	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		8.28	THERMAL FLASHER #311		123676	159380	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		553.14	TRANS FILTERS		123677	159333	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		38.97	GLOVES		123678	159247	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		64.24	FUEL PF MOD #346		123679	159049	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		383.43	RELAY/FUEL PMP/SNSR#346		123680	158696	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		161.84	FUEL FILTERS		123681	159444	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,682.02								
154430	7/14/2025		14383 NFI, INC.							
		22.93	HAND SOAP		123682	551684/693	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		22.93								
154431	7/14/2025		14367 NORTH RIDGE OUTDOOR SERVICES							
		1,815.00	NM JUL25 MO FEE		123715	25255	50677.6371.050		MTNCE-LANDSCAPE/GROUNDS	NAN MCKAY APT BLDG
		1,954.00	JC JUL25 MO FEE		123735	25254	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		3,769.00								
154432	7/14/2025		2166 O'REILLY AUTO PARTS							
		419.99	DEGREASER-55GAL		123694	1767-432369	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		419.99								
154433	7/14/2025		7383 PETERSON COMPANIES, INC.							
		6,303.86	LEVANDER POND MAINT		123733	PMT 3 & FINAL	50610.6530	202209	IMPR OTHER THAN BUILDING	STORM WATER UTILITY
		6,303.86								
154434	7/14/2025		14107 ROBERT B. HILL COMPANY							
		170.00	JC RPR SOFTNER		123683	434883	50678.6371.110		MTNCE-CONTRACTS	JOHN CARROLL APT BLDG
		170.00								
154435	7/14/2025		5537 SAFE-FAST INC							
		268.64	CHAINSAW PANTS		123695	INV310657	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		549.50	CLIMBING HELMET&VISORS		123696	INV310658	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		549.50	CLIMBING HELMET&VISORS		123696	INV310658	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		131.90	CLIMBING HELMET&VISORS		123696	INV310658	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		131.90	CLIMBING HELMET&VISORS		123696	INV310658	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY

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154435	7/14/2025		5537 SAFE-FAST INC						Continued...	
		1,631.44								
154436	7/14/2025		2403 SCHADEGG MECHANICAL INC							
		1,035.00	LIB QTR PREV 7/1-9/30/25		123698	76213	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		1,035.00								
154437	7/14/2025		2408 SCHINDLER ELEVATOR CORPORATION							
		2,719.08	JC SM ELEV ENTRAP 6/25/25		123700	7154197029	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		2,719.08								
154438	7/14/2025		6703 SENTRY SYSTEMS, INC							
		30.95	NM MONITOR SYST JUL25		123717	803034	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		30.95	JC MONITOR SYST JUL25		123717	803034	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		61.90								
154439	7/14/2025		2633 SHERWIN-WILLIAMS CO., THE							
		1,417.30	ARENA SPRAYER PAINT		123697	0833-3	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		1,299.00	SPRAYER		123697	0833-3	20243.6240		MINOR EQUIPMENT AND FURNITURE	DOUG WOOG ARENA
		2,716.30								
154440	7/14/2025		4210 SUMMIT FIRE PROTECTION							
		1,900.00	INSTL FIRE COMMUNICATION UNIT		123684	3342985	50607.6371		REPAIRS & MAINT CONTRACTUAL	WATER TREATMENT PLANT
		1,900.00								
154441	7/14/2025		2600 SYN-TECH SYSTEMS, INC.							
		312.40	FUEL CARD READER-100LLPUMP		123702	317336	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		312.40								
154442	7/14/2025		14971 TENNIS WEST							
		5,000.00	DOWN PAYMENT HARMON TENNIS		123724	SMR-25-079-1	40402.6302		PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		5,000.00								
154443	7/14/2025		2655 TOTAL CONTROL SYSTEMS, INC.							
		3,286.67	UPGRADE SCADA		123685	11707	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		3,286.66	UPGRADE SCADA		123685	11707	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		12,591.40	WELL #4 SCADA FIX/MOUNT		123699	11668	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		14,147.83	SCADA WORK		123699	11668	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		33,312.56								
154444	7/14/2025		2692 TWIN CITY HARDWARE							

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154444	7/14/2025		2692 TWIN CITY HARDWARE						Continued...	
		620.00	GATE CARDS		123703	PSI2335430	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		620.00								
154445	7/14/2025		2696 TWIN CITY SAW CO.							
		959.99	CHAINSAW (1)		123704	A25783	10320.6240		MINOR EQUIPMENT AND FURNITURE	PUBLIC WORKS
		1,809.98	CHAINSAWS (2)		123704	A25783	10340.6240		MINOR EQUIPMENT AND FURNITURE	PARKS FACILITIES AND MTNCE
		2,769.97								
154446	7/14/2025		2744 VAN PAPER COMPANY							
		269.58	TP/PPR TWLS		123705	110786	10330.6210		OPERATING SUPPLIES	BUILDINGS
		161.73	FOAMING SOAP		123706	111524	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		431.31								
154447	7/14/2025		5864 VERIZON WIRELESS							
		50.83	FEE-POLE CAMERA		123732	6116128781	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		50.83								
154448	7/14/2025		4656 WESTMOR FLUID SOLUTIONS, LLC							
		54.51	FUEL TANK FILL CAP		123707	2325814	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		54.51								
154449	7/14/2025		2785 WM CORPORATE SERVICES, INC.							
		1,584.85	NM MO SVC JUL25		123719	0216177-4166-1	50677.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING NAN MCKAY APT BLDG	
		1,232.57	JC MO SVC JUL25		123720	0216140-4166-9	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING JOHN CARROLL APT BLDG	
		477.15	JC DUMPSTER SVC 6/15-6/30/25		123721	9301891-2282-1	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING JOHN CARROLL APT BLDG	
		3,294.57								
154450	7/14/2025		2849 XCEL ENERGY							
		14,389.47	STREETLIGHTS		123708	51-6871028-3	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						7/3/25				
		7,919.70	WATER		123709	51-5844319-7	50605.6385		UTILITY SERVICE	WATER UTILITY
						7/3/25				
		19,707.56	WOOG ARENA 5/28-6/26/25		123754	51-5660593-9	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
						7/2/25				
		42,016.73								
154451	7/14/2025		7333 YALE MECHANICAL, LLC							
		717.00	PERFORM HVAC MAINT AT PW		123710	268937	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		717.00								

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154452	7/14/2025		2863 ZARNOTH BRUSH WORKS						Continued...	
		2,346.15	BRISTLES-TRACTOR BROOM		123711	0201501-IN	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		2,346.15								
154453	7/21/2025		9253 ADVANCED ENG & ENVIRO SERVICES, LLC							
		2,852.25	PFAS FEASIBILITY STUDY		123936	103940	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		8,736.15	WELL HEAD PLAN UPDATE		124041	103942	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		11,588.40								
154454	7/21/2025		1018 ADVANCED GRAPHIX, INC.							
		22.00	DECALS FOR VEHICLES/EQUIP		123937	217101	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		495.00	VEHICLES/EQUIP DECALS		123938	217183	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		517.00								
154455	7/21/2025		14665 ALERTLINE COMMUNICATIONS, LLC							
		117.00	ELEVATOR PH SVC-QTR		123939	67696	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		117.00								
154456	7/21/2025		4059 ASCENT AVIATION GROUP, INC.							
		25,788.11	6000 GAL 100LL		124043	1126882	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		25,788.11								
154457	7/21/2025		9021 ATLAS STAFFING, INC.							
		695.92	NM/JC TEMP MOUA 7/5/25		124029	1308870	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		695.92	NM/JC TEMP MOUA 7/5/25		124029	1308870	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		896.00	JC TEMP-SOBERANIS-7/5/25		124030	1308869	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		2,287.84								
154458	7/21/2025		13927 ATLAS TOYOTA MATERIAL HANDLING, LLC							
		125.00	EMISSIONS TEST-FORKLIFT		123940	JB9031	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		222.57	MAINTENANCE-FORKLIFT		123941	JB9030	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		347.57								
154459	7/21/2025		5628 BLACKTOP PROS, LLC							
		6,500.00	ROAD RPR-2121 SOUTHVIEW		123942	23-1516	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		6,500.00								
154460	7/21/2025		12865 BRIDGETOWER OPCO, LLC							
		291.45	RUNWAY RECONST BID AD		124042	745089147	20245.6341	AIR075	ADVERTISING	AIRPORT
		291.45								

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154461	7/21/2025		2287 CENTURYLINK						Continued...	
		102.40	WIRELEASE		123946	333952345 7/1/25	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		80.52	WIRELEASE		123947	333785049 7/1/25	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		102.40	WIRELEASE		123948	333606706 7/1/25	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		285.32								
154462	7/21/2025		1184 CINTAS CORPORATION #754							
		24.81	SAFETY MATS-LOBBY, FD		123949	4235673980	10330.6210		OPERATING SUPPLIES	BUILDINGS
		75.30	SAFETY MATS		123949	4235673980	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		95.55	UNIFORMS & SHOP TOWELS		123950	4235463780	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		195.66								
154463	7/21/2025		13523 CINTAS CORPORATION NO. 2							
		129.72	NM-BRUSHMATS-JUN25		124031	20412778	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		129.72	NM-BRUSHMATS-JUN25		124032	20414398	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		129.72	NM-BRUSHMATS-JUN25		124033	20416041	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		129.72	NM-BRUSHMATS-JUN25		124034	20417649	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		83.84	JC-BRUSHMATS-JUN25		124036	20414397	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		83.84	JC-BRUSHMATS-JUN25		124037	20417648	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		129.72	NM-BRUSHMATS-JUN25		124044	20419267	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		816.28								
154464	7/21/2025		1192 CITY OF ST. PAUL							
		377.45	ASPHALT FOR STREETS		123951	IN62919	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		377.45								
154465	7/21/2025		13543 CIVICPLUS, LLC							
		4,747.05	SUSCRIPTION 2024-2025		123952	338283	10140.6302		PROFESSIONAL SERVICES	CITY CLERK
		4,747.05								
154466	7/21/2025		2884 COMCAST							
		109.85	FOR WATER COMPUTER		123953	877210595017166 6 7/2/25	50606.6390		POSTAGE AND TELEPHONE	SEWER UTILITY
		109.85								
154467	7/21/2025		2009 CORE & MAIN, LP							
		4,866.14	GATE VALVES/COUPLINGS		123954	X227100	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		721.38	FITTINGS		123955	X253713	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY

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154467	7/21/2025		2009 CORE & MAIN, LP						Continued...	
		5,587.52								
154468	7/21/2025		1226 CULLIGAN WATER							
		675.20	SOFTNER SALT		123956	157-01458058-1	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		675.20				6/30/25				
154469	7/21/2025		11317 CUSTOM CAP & TIRE							
		681.56	TIRES #A-1		123957	270077744	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		681.56								
154470	7/21/2025		6407 DARTS							
		6,825.00	NM SVC COORDINATOR JUL25		123959	11515-116	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		6,825.00	JC SVC COORDINATOIR JUL25		123959	11515-116	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		13,650.00								
154471	7/21/2025		6755 DAVEY TREE EXPERT COMPANY							
		324.00	MULCH FOR DISC GOLF		123960	919692003	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		324.00								
154472	7/21/2025		14023 DJ COMMERCIAL DOOR							
		41,732.78	ARENA FRONT DOORS 1/2 PYMT		123961	2835	20243.6520		BUILDINGS AND STRUCTURE	DOUG WOOG ARENA
		41,732.78								
154473	7/21/2025		14802 DOMEIER PAINTING LLC							
		723.00	JC#313 PAINT-APT TURN		123962	91229920	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		723.00								
154474	7/21/2025		1400 FERGUSON WATERWORKS #2518							
		1,730.50	6" ALPHA XL COUPS		123964	0550437	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		1,730.50								
154475	7/21/2025		4725 FIRST SUPPLY LLC - TWIN CITIES							
		22.30	THD UNION		123963	3755724-00	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		22.30								
154476	7/21/2025		5592 FRATTALONE'S DAWNWAY LLLP							
		30.00	MIXED CONCRETE DEBRIS		123965	2506099	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		30.00								

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154477	7/21/2025		1497 GOPHER STATE ONE-CALL						Continued...	
		118.80	LOCATES		123966	5060755	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		118.80	LOCATES		123966	5060755	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		237.60								
154478	7/21/2025		1556 HAWKINS, INC.							
		1,563.49	POOL CHEMICALS		123967	7110420	10527.6220		REPAIR & MAINTENANCE SUPPLIES	SPLASH POOL
		1,563.50	POOL CHEMICALS		123967	7110420	10528.6220		REPAIR & MAINTENANCE SUPPLIES	NORTHVIEW POOL
		3,126.99								
154479	7/21/2025		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		425.16	NM VANES & BLINDS		123968	9238452754	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		818.00	NM (2) AC UNITS		123969	9238452753	50677.6220	229900	REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		47.79	2-STEP FOLDING STOOL		123969	9238452753	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		818.00	JC (2) AC UNITS		123970	9238462304	50678.6220	229900	REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		48.82	2-STEP FOLDING STOOL		123970	9238462304	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		2,157.77								
154480	7/21/2025		1560 HEALTHPARTNERS							
		1,208.48	DENTAL PREMIUM AUGUST 2025		123971	767355293887	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		11.62	RETRO ADJ JULY 2025		123971	767355293887	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		1,196.86								
154481	7/21/2025		1586 HILLYARD / MINNEAPOLIS							
		89.98	GATOR HYGIENE 6 PK		123972	605865606	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		89.98								
154482	7/21/2025		6681 MANN'S SOFTENER SALT DELIVERY							
		276.10	NM SOLAR SALT (27)		123975	INV467	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		331.90	JC SOLAR SALT (33)		123976	INV466	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		608.00								
154483	7/21/2025		9705 MASTER DOOR TECHNOLOGIES LLC							
		1,816.00	JC LABOR DR SPRING/GEARBOX		123977	12004	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		1,816.00								
154484	7/21/2025		1911 MENARDS, INC-WEST ST PAUL							
		43.48	BUNGEES/CLN SUPPLY		123978	12850	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		61.96	SPIGOTS FOR COMM GARDENS		123979	12878	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		27.38	RAID ANT BAIT		123980	13123	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		9.86	ADPTR/FCT-VETS FOUNTAIN		123981	13280	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY

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154484	7/21/2025		1911 MENARDS, INC-WEST ST PAUL						Continued...	
		499.94	AIR MOVER FANS		124038	12484	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		201.96	CHANNEL DRAINS		124039	12522	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		52.12	DIAMOND BLADE/TAPCONS		124040	12545	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		896.70								
154485	7/21/2025		9252 MERIT CHEVROLET							
		576.34	BLWR MOTOR&MODULE #207		123983	727617	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		576.34								
154486	7/21/2025		1923 METRO SALES INC.							
		283.47	COLOR COPIES		123985	INV2828765	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		10.00	BASE CHARGE		123986	INV2827632	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		293.47								
154487	7/21/2025		1926 METROPOLITAN COUNCIL ENVIRONMENT SVCS							
		356.82	SAC DEFER PYMT-DON CARLO'S		123982	0001190736	50606.2082		SERVICE AVAILABILITY CHARGE	SEWER UTILITY
		356.82								
154488	7/21/2025		1991 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		75.00	NM ANNUAL BOILER INSPECT		123987		50677.6430		MISCELLANEOUS	NAN MCKAY APT BLDG
		100.00	JC ANNUAL BOILER INSPECTION		123988	ABR0352817X	50678.6430		MISCELLANEOUS	JOHN CARROLL APT BLDG
		290.00	NM ANNUAL ELEVATOR INSPECT		123989	ALR0177415X	50677.6430		MISCELLANEOUS	NAN MCKAY APT BLDG
		290.00	JC ANNUAL ELEVATOR INSPECT		123990	ALR0177473X	50678.6430		MISCELLANEOUS	JOHN CARROLL APT BLDG
		755.00								
154489	7/21/2025		2005 MINNESOTA LOCKS							
		42.50	KEYS FOR PLANT		123991	101136900	50607.6220		REPAIR & MAINTENANCE SUPPLIES	WATER TREATMENT PLANT
		42.50								
154490	7/21/2025		14259 MUNICIPAL BUILDERS, INC							
		169,678.92	WELL#3TRTMNT PLANT 6/1-7/3/25		123992	PMT 21	50605.6520	202311	BUILDINGS AND STRUCTURE	WATER UTILITY
		169,678.92								
154491	7/21/2025		9298 NAPA NEWPORT							
		396.01	BRAKE PAD/CALIPERS		123993	474171	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		142.16-	RETD CORES		123994	161259	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		253.85								
154492	7/21/2025		6627 NEO ELECTRICAL SOLUTIONS, LLC							
		2,120.00	SPRING AIRFIELD LGT INSP/RPR		123995	11799	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT

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154492	7/21/2025		6627 NEO ELECTRICAL SOLUTIONS, LLC						Continued...	
		2,120.00								
154493	7/21/2025		5682 NITTI SANITATION							
		280.67	CITY HALL TRASH SVC		123996	790016	10330.6379		CONT SERV/REFUSE & SANITATION	BUILDINGS
		250.00	PUBLIC WORKS TRASH SVC		123997	788537	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		87.04	AIRPORT TRASH SVC		123998	790017	20245.6379		CONT SERV/REFUSE & SANITATION	AIRPORT
		250.94	KAPOSIA PARK TRASH SVC		123999	790019	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		34.11	COMM GARDENS		124000	790023	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		75.71	LORRAINE PARK TRASH SVC		124001	790020	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		125.71	NORTHVIEW POOL TRASH SVC		124002	790021	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		124.27	MCMORROW TRASH SVC		124003	790022	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		124.27	KAOSA LANDING TRASH SVC		124004	790024	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		1,352.72								
154494	7/21/2025		2149 OFFICE OF MNIT SERVICES							
		287.83	ANTIVIRUS		124005	25050591	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		349.07	STATE PHONE CONNECTIONS		124006	W25050624	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		157.54	STATE PHONE AIRPORT		124006	W25050624	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		794.44								
154495	7/21/2025		2240 PLUNKETT'S PEST CONTROL, INC.							
		57.87	NM JUNE MULTI HSG PGRM		124007	9229933	50677.6371.090		MTNCE-EXTERMINATION	NAN MCKAY APT BLDG
		120.00	NM #703/400/413/809		124008	9247636	50677.6371.090		MTNCE-EXTERMINATION	NAN MCKAY APT BLDG
		189.17	JC JUNE MULTI HSG PRGM		124009	9234452	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		367.04								
154496	7/21/2025		1636 RICOH USA, INC.							
		508.29	NM COPIER-200 MARIE		124010	5071629176	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		862.22	JC COPIER-300 GRAND		124010	5071629176	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		509.35	COPIER USAGE Q2 2025		124011	5071627928	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		398.65	COPIER USAGE Q2 2025		124011	5071627928	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		140.51	COPIER USAGE Q2 2025		124011	5071627928	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		161.17	COPIER USAGE Q2 2025		124011	5071627928	10320.6378		COPIER MAINTENANCE AGREEMENT	PUBLIC WORKS
		193.99	COPIER USAGE Q2 2025		124011	5071627928	10210.6378		COPIER MAINTENANCE AGREEMENT	POLICE PROTECTION
		160.58	COPIER USAGE Q2 2025		124011	5071627928	20243.6378		COPIER MAINTENANCE AGREEMENT	DOUG WOOG ARENA
		31.14	COPIER USAGE Q2 2025		124011	5071627928	20245.6378		COPIER MAINTENANCE AGREEMENT	AIRPORT
		2,965.90								
154497	7/21/2025		2385 SAFE STEP LLC							
		103,728.66	SIDEWALK GRINDING-EVAL&RPR		124012	4613	40441.6530	202502	IMPR OTHER THAN BUILDING	2025 LOCAL IMPROVEMENTS

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154497	7/21/2025		2385 SAFE STEP LLC						Continued...	
		103,728.66								
154498	7/21/2025		11845 SATIN TOUCH, INC.							
		703.75	NM #509 PAINT-NEW MOVE IN		124013	1059467	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		703.75								
154499	7/21/2025		2632 SHERWIN-WILLIAMS CO., THE							
		298.22	PAINT		124014	2303-9	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		298.22								
154500	7/21/2025		2491 SNAP ON TOOLS							
		96.23	LED WORK LIGHT		124015	070925208856	60703.6240		MINOR EQUIPMENT AND FURNITURE	CENTRAL GARAGE FUND
		96.23								
154501	7/21/2025		2541 SRF CONSULTING GROUP, INC.							
		3,090.10	WAKOTA SCNIC TRLHD CLOSE		124016	14579.00-35	40437.6302	202108	PROFESSIONAL SERVICES	2021 LOCAL IMPROVEMENTS
		444.24	WAKOTA TRLHD CLOSE OUT		124017	14579.00-34	40437.6302	202108	PROFESSIONAL SERVICES	2021 LOCAL IMPROVEMENTS
		3,534.34								
154502	7/21/2025		2553 ST. PAUL REGIONAL WATER SERVICES							
		2,544.30	OTHER CITY WATER/SEWER		124019	07092025	50605.6407		OTHER CITY WATER/SEWER	WATER UTILITY
		2,544.30								
154503	7/21/2025		2558 STATE INDUSTRIAL PRODUCTS							
		312.02	JC FRAGRANCE BURST		124018	903848681	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		312.02								
154504	7/21/2025		14663 SWANSON HASKAMP CONSULTING, LLC							
		5,270.00	SO CONC COOR-M.LAMB INVOICES		124020	1483	20284.6302	227690	PROFESSIONAL SERVICES	DEVELOPMENT
		5,270.00								
154505	7/21/2025		5754 TOTAL MECHANICAL SERVICES, INC							
		3,673.98	LIQUID MAKEUP VALVE CLN/INSP		124021	S15077	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		3,673.98								
154506	7/21/2025		2664 TRACTOR SUPPLY CREDIT PLAN							
		37.99	COUPLING #MT1		124022	100463929	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		37.99								
154507	7/21/2025		2786 WATER CONSERVATION SERVICE INC.							

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154507	7/21/2025		2786 WATER CONSERVATION SERVICE INC.						Continued...	
		388.20	LEAK LOCATE 220 9TH AVE S		124024	150082	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		388.20								
154508	7/21/2025		2849 XCEL ENERGY							
		2,047.09	CITY HALL		124025	51-4686910-7 7/8/25	10330.6385		UTILITY SERVICE	BUILDINGS
		111.22	STREET LGT UTILITY FUND		124025	51-4686910-7 7/8/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		1,412.30	SEWER		124026	51-5538274-4 7/9/25	50606.6385		UTILITY SERVICE	SEWER UTILITY
		22.14	NM ELEC		124027	51-4563113-2 7-7-25	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		7,212.62	NM ELEC		124027	51-4563113-2 7-7-25	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		840.59	NM NAT GAS		124027	51-4563113-2 7-7-25	50677.6385.2		UTILITY SERVICE-GAS	NAN MCKAY APT BLDG
		18.19-	NM NAT GAS CREDIT		124027	51-4563113-2 7-7-25	50677.6385.2		UTILITY SERVICE-GAS	NAN MCKAY APT BLDG
		12,252.82	JC ELEC		124027	51-4563113-2 7-7-25	50678.6385.1		UTILITY SERVICE-ELECTRIC	JOHN CARROLL APT BLDG
		797.74	JC NAT GAS		124027	51-4563113-2 7-7-25	50678.6385.2		UTILITY SERVICE-GAS	JOHN CARROLL APT BLDG
		24,678.33								
154509	7/21/2025		2860 ZAHL-PETROLEUM MAINTENANCE CO.							
		317.04	FUEL PUMP FOR FUEL TANKS		124028	0220406	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		317.05	FUEL PUMP FOR FUEL TANKS		124028	0220406	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		317.05	FUEL PUMP FOR FUEL TANKS		124028	0220406	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		951.14								
801231	7/11/2025		1818 LELS LOCAL 95							
		101.50			123747	0708251538243	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		101.50								
801232	7/11/2025		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		964.34			123749	0708251538245	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		964.34								
801233	7/11/2025		2243 POLICE FLOWER FUND							
		40.00			123742	07082515382415	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND

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801233	7/11/2025		2243 POLICE FLOWER FUND						Continued...	
		40.00								
801234	7/14/2025		2585 STREICHER'S - MINNEAPOLIS							
		263.95	36-EARPIECE/GLOVES/MED SUPP		123701	11768942	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		263.95								
801235	7/21/2025		3615 CAMPBELL KNUTSON, P.A.							
		20,915.74	JUN25 PROSECUTION FEES		123945	3168-0990G 6/30/25	10130.6304		PROFESSIONAL SVCS-CRIMINAL	CITY ATTORNEY
		20,915.74								
801236	7/21/2025		1240 DAKOTA COMMUNICATIONS CENTER							
		53,659.00	JULY 2025 911 FEE		123958	AR-0000000825	10210.6305		DISPATCH SERVICES	POLICE PROTECTION
		53,659.00								
801237	7/21/2025		1825 LEVANDER, GILLEN & MILLER PA							
		1,750.00	JUN 25 LEGAL		123984	06-30-25-41000E	10130.6306		PROFESSIONAL SVCS - RETAINER	CITY ATTORNEY
		4,079.50	JUN 25 LEGAL		123984	06-30-25-41000E	10130.6302		PROFESSIONAL SERVICES	CITY ATTORNEY
		494.00	JUN 25 LEGAL		123984	06-30-25-41000E	20243.6302		PROFESSIONAL SERVICES	DOUG WOOG ARENA
		1,375.00	JUN 25 LEGAL		123984	06-30-25-41000E	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		1,547.00	JUN 25 LEGAL		123984	06-30-25-41000E	40490.6302		PROFESSIONAL SERVICES	CONCORD TIF
		9,245.50								
801238	7/21/2025		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS							
		1,046.25	NEWTWORK SUPPORT		123973	152213	10160.6302		PROFESSIONAL SERVICES	INFORMATION TECHNOLOGY
		110,325.40	FIBER PROJECT		123974	152238	40402.6530		IMPR OTHER THAN BUILDING	CAPITAL PROGRAMS FUND
		111,371.65								
2025215	7/7/2025		6037 HEALTHPARTNERS-DENTAL							
		457.95	DENTAL CLAIMS PAID		123722	06/26/25-07/02/ 25	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		457.95								
2025216	7/7/2025		14645 MEDSURETY, LLC							
		324.00	HRA/HSA/FSA/DCAP JULY 2025		123723	42477	10125.6375		OTHER CONTRACTED SERVICES	HUMAN RESOURCES
		324.00								
2025217	6/9/2025		6860 WELLS FARGO PURCHASING CARDS							
		50.60	SAMS CLUB-PLATES,NAPKINS,FORKS		123317	400181874563.1	10320.6201		OFFICE SUPPLIES	PUBLIC WORKS
		13.77	AMAZON-IPAD CORDS		123318	100089534772.1	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY

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2025217	6/9/2025		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		36.65	AMAZON-LIGHT BULBS		123319	100096367941.1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		46.00	AMAZON-ADAPTER HARNESS		123320	100093374690.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		29.50	AMAZON-RECYCLE BINS		123321	106169660644.1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		29.50	AMAZON-RECYCLE BINS		123322	106169660644.2	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		29.50	AMAZON-RECYCLE BINS		123323	106169660644.3	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		29.49	AMAZON-RECYCLE BINS		123324	106169660644.4	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		173.98	AMAZON-TRASH PICKERS		123325	100101487802.1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		74.81	GLASSING FLORIST-J.DENEEN DAD		123326	151482997824.1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		77.52	AMAZON-TRIMMER LINE		123327	104241230974.1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		97.11	8X8 PHONE SYSTEM & INTERNET		123328	100665980888.1	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		97.11	8X8 PHONE SYSTEM & INTERNET		123329	100665980888.2	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		54.53	PREMIUM WATER JC NM BUILDING		123330	032905030826.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		54.53	PREMIUM WATER JC NM BUILDING		123331	032905030826.2	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		1,419.59	WM JC GARBAGE FOR APRIL BILLIN		123332	102905537294.1	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING	JOHN CARROLL APT BLDG
		158.30	AMAZON JC OUTDOOR BACKYARD CAM		123333	105492909260.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		23.04	AMAZON HARDWARE FOR CAMERA		123334	107398803063.1	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		450.12	COMCAST PHONE SYSTEM NM		123335	107788827011.1	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		51.33	KNOWLANS JCNM PHA TRAINING 05.		123336	720203434335.1	50677.6331		CONFERENCES, TRAINING, TRAVEL	NAN MCKAY APT BLDG
		51.33	KNOWLANS JCNM PHA TRAINING 05.		123337	720203434335.2	50678.6331		CONFERENCES, TRAINING, TRAVEL	JOHN CARROLL APT BLDG
		675.00	NAN MCKAY & ASSOC - PHM ONLINE		123338	878993445807.1	50677.6331		CONFERENCES, TRAINING, TRAVEL	NAN MCKAY APT BLDG
		675.00	NAN MCKAY & ASSOC - PHM ONLINE		123339	878993445807.2	50678.6331		CONFERENCES, TRAINING, TRAVEL	JOHN CARROLL APT BLDG
		302.67	COMCAST JC PHONE & INTERNET		123340	104897686307.1	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		1,419.59	WM JC GARBAGE APRIL PAYMENT		123341	107349943122.1	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING	JOHN CARROLL APT BLDG
		49.56	AMAZON NM WATER TOPPER		123342	109132054107.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		16.05	WM MANAGEMENT JC GARBAGE JC		123343	103589520229.1	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING	JOHN CARROLL APT BLDG
		2,167.00	WM MANAGEMENT JC GARBAGE		123344	103589519478.1	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING	JOHN CARROLL APT BLDG
		720.00	AMAZON AC COVERS NM		123345	104340200761.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		157.10	MENARDS JC FLOWERS FOR OUTDOOR		123346	100361758413.1	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		20.54	KWONLANS CITY EMPLOYEE APPRECI		123347	720203499963.1	50677.6331		CONFERENCES, TRAINING, TRAVEL	NAN MCKAY APT BLDG
		20.53	KWONLANS CITY EMPLOYEE APPRECI		123348	720203499963.2	50678.6331		CONFERENCES, TRAINING, TRAVEL	JOHN CARROLL APT BLDG
		548.34	MENARDS FLOWERS FOR JC		123349	100301495294.1	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		27.22	KNOWLANS CITY EMPLOYEE APPRECI		123350	720203498700.1	50678.6331		CONFERENCES, TRAINING, TRAVEL	JOHN CARROLL APT BLDG
		324.31	THE HOME DEPOT BACKYARD GARDEN		123351	105253833022.1	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		90.14	MENARDS JC BACKYARD GARDEN FLO		123352	200345433122.1	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		312.90	HOME DEPOT YARD SUPPLIES		123353	102506392914.1	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		57.02	HOME DEPOT JC MAINTENANCE SUPP		123354	010193632680.1	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		274.93	MENARDS JC GARDENING SUPPLIES		123355	100317595328.1	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		328.03	MENARDS JC CLEANING SUPPLIES		123356	100334233013.1	50678.6211		CLEANING SUPPLIES	JOHN CARROLL APT BLDG
		1,400.00	MNLEMA-HONOR GUARD TRNG		123357	100001119919.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION

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2025217	6/9/2025		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		568.80	GLENDALÉ-HNR GRD RIFLES		123358	900018658140.1	10210.6580		OTHER EQUIPMENT	POLICE PROTECTION
		13.49	Power cords for Ipads		123359	100102643797.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		13.48	Power cords for Ipads		123360	100102643797.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		375.87	Concessions products		123361	100053595205.1	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		158.56	Snowshoe Storage NCLI grant		123362	105470224997.1	20215.6210	227689	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		217.79	Pickleball with the police		123363	100114929164.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		492.85	NCLI Helmets and pads		123364	100069023557.1	20215.6210	227689	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		19.50	IPAD software sales		123365	001002771047.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		19.50	IPAD software sales		123366	001002771047.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		79.98	NCLI Helmets and pads		123367	100076345455.1	20215.6210	227689	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		159.85	Pickleball with police		123368	100072179799.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		104.97	Pool squeegees		123369	100098593823.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		104.97	Pool squeegees		123370	100098593823.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		10.00	Aquatics bootcamp		123371	106848295098.1	10527.6331		CONFERENCES, TRAINING, TRAVEL	SPLASH POOL
		10.00	Aquatics bootcamp		123372	106848295098.2	10528.6331		CONFERENCES, TRAINING, TRAVEL	NORTHVIEW POOL
		670.70	Aqua combat group fitness		123373	000508646078.1	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		187.48	Pool Supplies		123374	100061088567.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		187.47	Pool Supplies		123375	100061088567.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		565.17	First Aid Supplies		123376	100124998775.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		19.87	Cleaning Supplies		123377	100081423529.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		19.87	Cleaning Supplies		123378	100081423529.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		19.21	Cleaning Supplies		123379	109103296497.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		19.20	Cleaning Supplies		123380	109103296497.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		16.65	Ipad supplies		123381	100043389940.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		16.65	Ipad supplies		123382	100043389940.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		32.12	Communication for staff		123383	100003421375.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		32.12	Communication for staff		123384	100003421375.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		32.11	Communication for staff		123385	100003421375.3	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		109.60	Staff whistles		123386	100007337336.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		109.60	Staff whistles		123387	100007337336.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		238.07	Buoys		123388	103175467090.1	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		19.00	Staff keys		123389	005963017471.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		19.00	Staff keys		123390	005963017471.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		151.99	Fridge Heather		123391	104590917086.1	10101.4677		MISC REVENUE	GENERAL FUND
		214.77-	POol pole ext		123392	100110435308.1	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		56.99	Safety rope		123393	100082616281.1	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		1,200.00	ICMA ANNUAL DUES		123394	518983434165.1	10120.6471		DUES & SUBSCRIPTIONS	CITY ADMINISTRATION
		110.15	LDHRDWARE-FOOD-K9DOUG		123395	501009372219.1	20212.6210	227589	OPERATING SUPPLIES	GRANTS/DONATIONS POLICE
		566.85	ACRESOFUN-BOARDING-K9DOUG		123396	100017592100.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION

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		54.05	AMAZON-EQUIP-K9DOUG		123397	103420213406.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		150.00	USPCA-TRIALREG-K9DOUG		123398	161601355456.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		23.19	KNOWLANS SOUTHVIEW BEAUTIFICA		123399	720203466209.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		136.84	DONORSCHOICE FILL BACKPACK CAL		123400	100097569705.1	20216.6210	227559	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		7.00	KNOWLANS BIRTHDAY CARD TREATS		123401	720203403875.1	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		7.00	KNOWLANS BIRTHDAY CARD TREATS		123402	720203403875.2	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		177.97	AMAZON FILL BACKPACK TACO FEED		123403	100107436357.1	20216.6210	227559	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		37.16	KNOIWLANS JC NM ACTIVITIES		123404	720203434673.1	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		37.16	KNOIWLANS JC NM ACTIVITIES		123405	720203434673.2	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		51.99	AMAZON LOCAL LEMON		123406	100962423266.1	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		30.24	WALGREENS TY SSP PRAYER BREAKF		123407	001052995808.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		16.96	KNOWLANS NM BUIKDIG ACTIVITY		123408	720203532805.1	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		20.49	OFFICE DEPOT - EVENT PAPER		123409	501040464339.1	10530.6201		OFFICE SUPPLIES	COMMUNITY AFFAIRS
		32.84	KNOWLANS MEMORIAL DAY WATER		123410	720203568591.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		69.01	HOBBY LOBBY MEMORIAL DAY		123411	200206109012.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		361.71	SLEEPINN-DTF DESERT SNOW TRNG		123412	161419240136.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		330.00	BLUEBEAM - PDF SOFTWARE		123413	100038406599.1	10315.6572		COMPUTER SOFTWARE	ENGINEERING
		140.00	UOFM - TRAINING FOR CONOR		123414	111035000339.1	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		195.00	VERBJUDO - TRAINING FOR T. MAD		123415	102656473990.1	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		330.00	BLUEBEAM - PDF SFTWARE KG		123416	100028584131.1	10315.6572		COMPUTER SOFTWARE	ENGINEERING
		885.00	NLC CONF PODGORSKI		123417	517669516900.1	10110.6331		CONFERENCES, TRAINING, TRAVEL	MAYOR AND COUNCIL
		351.50	VERIFIEDCRDNTLS BACKGRND CKS		123418	900018506814.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		74.39	ANGELOS PBLC SRV WEEK ARENA		123419	501001300257.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		216.25	ANGELOS PBLC SRV WEEK PUBLIC W		123420	501001300331.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		21.03	ANGELOS PBLCSRV WEEK AIRPORT		123421	501001300174.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		341.45	ANGELOS PBLCSRV WEEK CITY HALL		123422	501001300588.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		60.45	ANGELOS PBLCSRV WEEK HIGHRISE		123423	501001300414.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		21.98	TARGET PUBLIC SRV WEEK TREATS		123424	091017477441.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		885.00	NLC CITY SUMMIT BAKKEN REGSTRN		123425	518899377926.1	10110.6331		CONFERENCES, TRAINING, TRAVEL	MAYOR AND COUNCIL
		175.41	AMAZON TAX ENVELOPES		123426	104498311945.1	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		56.82	DOOLITTLES MUNICIPAS CONF LUNC		123427	010600724312.1	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		4.33	ANGELOS VEGAN SALAD		123428	100331368049.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		48.34	GERTENS EMPL WLNES VEG GARDEN		123429	347942091692.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		8,802.00	CDWG-PLOTTER		123430	324556004918.1	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		138.07	COMCAST-VETS INTERNET		123431	101392090073.1	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		4,472.86	DELL-MONITORS		123432	331443047920.1	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		35.98	AMAZON - DIN RAIL		123433	100059517211.1	10160.6240		MINOR EQUIPMENT AND FURNITURE	INFORMATION TECHNOLOGY
		882.56	CDWG-SCANNER		123434	336642002174.1	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		30.98	AMAZON-WATERING CAN		123435	100012851967.1	10160.6240		MINOR EQUIPMENT AND FURNITURE	INFORMATION TECHNOLOGY

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		475.00	LMC-CONFERENCE		123436	355184007858.1	10160.6331		CONFERENCES, TRAINING, TRAVEL	INFORMATION TECHNOLOGY
		182.93	Dinner during PC Training		123437	500865628527.1	10410.6331		CONFERENCES, TRAINING, TRAVEL	DEVELOPMENT SERVICES
		408.00	Monika APA Dues		123438	518059378147.1	10410.6471		DUES & SUBSCRIPTIONS	DEVELOPMENT SERVICES
		49.75	Recording fee Res#2025-51		123439	001454210231.1	10101.2205	100274	DEPOSITS	GENERAL FUND
		89.00	MNCPA TRAINING HINES		123440	330089011815.1	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		100.00	GFOA TRAINING HINES		123441	939148933182.1	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		350.00	GFOA TRAINING HILGER		123442	939148933315.1	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		599.00	HOME DEPOT-STORAGE CHEST		123443	010186278789.1	10520.6240		MINOR EQUIPMENT AND FURNITURE	PARKS ADMINISTRATION
		174.74	MENARDS NM FLOWERS FOR OUTDOOR		123444	100361711628.1	50677.6371.050		MTNCE-LANDSCAPE/GROUNDS	NAN MCKAY APT BLDG
		46.56	WALMART FLOWERS FOR JC		123445	400181835705.1	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		90.40	MENARDS NM FLOWERS OUTSIDE		123446	100301452386.1	50677.6371.050		MTNCE-LANDSCAPE/GROUNDS	NAN MCKAY APT BLDG
		395.36	HOME DEPOT FLOWERS FOR JC BUIL		123447	105253832966.1	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		271.62	DAKOTA COUNTY RECYCLE FLORSCENT		123448	103191022529.1	50677.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING	NAN MCKAY APT BLDG
		218.13	MENARDS GARDEN & FLOWERS NM		123449	200345408215.1	50677.6371.050		MTNCE-LANDSCAPE/GROUNDS	NAN MCKAY APT BLDG
		99.79	MENARDS NM BACKKYARD MISC ITEM		123450	100317550356.1	50677.6371.050		MTNCE-LANDSCAPE/GROUNDS	NAN MCKAY APT BLDG
		153.53	MNRDS SHOP SUPPLIES		123451	100308997500.1	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		3.94	MNRDS PIPE REPAIR		123452	100368499160.1	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		44.22	MNRDS SHOP SUPPLIES		123453	100334187151.1	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		143.29	NORTHERN-SPRAYER,BUCKET,NPT		123454	003210466074.1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		752.00	AMZN-RANGE WORKBENCH		123455	101663053548.1	10210.6240		MINOR EQUIPMENT AND FURNITURE	POLICE PROTECTION
		286.08	HILTON-MNLEAP GAMER		123456	281239718079.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		39.99	AMZN-GUN CASE		123457	103744728366.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		161.98	AMZN-EXTERNAL HD		123458	103769330288.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		106.98	AMZN-INV DATA PHONE		123459	106969528746.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		45.77	AMZN-MISC OFFICE SUPPLIES		123460	109196777407.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		50.73	AMZN-OFFICE SUPPLIES		123461	109188279438.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		80.00	SLR SHLD-TINT SQ 67		123462	029011450564.1	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		1,500.00	ABM-CELL INV TRN 02&46		123463	104625959814.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		790.00	CORE-RANGE RENTAL		123464	108237829018.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		23.27	FEDEX-PBT SHIPPING		123465	069223391006.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		375.00	BCA-DMT 48		123466	191229413610.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		375.00	BCA-DMT 49		123467	191229413636.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		375.00	BCA-DMT 42		123468	191229413628.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		156.70	INTXMTR-PBT REPAIR		123469	147056008563.1	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		26.12	WALMART WOOG SUPPLIES		123470	400203615600.1	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		141.48	TARGET TBALL EQUIP		123471	091016321237.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		128.43	PLAY IT AGAIN TBALL EQUIP		123472	103318274706.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		251.43	AMAZON TBALL EQUIP		123473	100100398975.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		51.75	APPAREL LAB EMPLOYEE HATS		123474	100026793724.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS

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		25.41	AMAZON NEW FIRST AID KIT		123475	100043276139.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		25.98	AMZN RAMP KIT		123476	100052878739.1	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		764.02	RW WINDOW CLEANING		123477	104635107768.1	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		16.98	AMZN SAFETY GLASSES		123478	100823209649.1	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		282.73	PLUNKETTS MAR/APR PEST CONTROL		123479	002877063788.1	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		250.00	CANTEEN VENDING		123480	208285035568.1	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		118.00	MN FLYER MAY AD		123481	900016131739.1	20245.6341		ADVERTISING	AIRPORT
		1.77	GATE CARD POSTAGE		123482	001643638485.1	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		.35	FLT RDR CURRENCY CONV		123483	000812109027.1	20245.6471		DUES & SUBSCRIPTIONS	AIRPORT
		34.99	FLTRDR SUBSPTN		123484	000812109027.1	20245.6471		DUES & SUBSCRIPTIONS	AIRPORT
		.95	SPOKEO BACKGROUND INFO RENTALS		123485	228801698704.1	10140.6430		MISCELLANEOUS	CITY CLERK
		17.81	AMAZON OFFICE SUPPLIES		123486	109090418033.1	10140.6201		OFFICE SUPPLIES	CITY CLERK
		29.95	SPOKEO TRACKING RENTALS		123487	229386481276.1	10140.6430		MISCELLANEOUS	CITY CLERK
		2,530.57	AT&T-CELL & DATA		123488	343433130337.1	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		1,794.90	OMNI-POLICE WEEK CONF		123489	161386040373.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		260.00	STRTRB-ANNUAL SUBSCRIP		123490	641460133170.1	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		135.36	COMCAST-MO CABLE		123491	101233174018.1	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		34.82	WALMART-OFFICE SUPPLIES		123492	010072526668.1	20243.6201		OFFICE SUPPLIES	DOUG WOOG ARENA
		69.99	HARBOR FRT-BRAKE CALIPER SET		123493	332622040881.1	60703.6240		MINOR EQUIPMENT AND FURNITURE	CENTRAL GARAGE FUND
		49.46	MATCO TOOLS-COOLING ADAPTER		123494	109433528695.1	60703.6240		MINOR EQUIPMENT AND FURNITURE	CENTRAL GARAGE FUND
		2,467.00	PACIFIC BOW TARGETS		123495	291412228372.1	10520.6240		MINOR EQUIPMENT AND FURNITURE	PARKS ADMINISTRATION
		57,405.97								
2025218	7/11/2025		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		23.07			123737	07082515382410	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		481.77			123750	0708251538246	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		49.37			123751	0708251538247	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		216.88			123752	0708251538248	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		107.98			123753	0708251538249	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		879.07								
2025219	7/11/2025		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		3,600.00			123739	07082515382412	10101.2175		OTHER RETIREMENT	GENERAL FUND
		3,600.00								
2025220	7/11/2025		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		14,098.91			123740	07082515382413	10101.2175		OTHER RETIREMENT	GENERAL FUND
		14,098.91								
2025221	7/11/2025		2200 PERA							

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2025221	7/11/2025		2200 PERA						Continued...	
		83,611.81			123741	07082515382414	10101.2174		PERA	GENERAL FUND
		83,611.81								
2025222	7/11/2025		2748 MISSION SQUARE TRANSFER (EFT)							
		2,110.00			123743	07082515382416	10101.2175		OTHER RETIREMENT	GENERAL FUND
		2,110.00								
2025223	7/11/2025		14645 MEDSURETY, LLC							
		111,557.09			123745	07082515382418	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		111,557.09								
2025224	7/11/2025		1338 EFTPS							
		48,262.14			123736	0708251538241	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		51,136.90			123746	0708251538242	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		99,399.04								
2025225	7/11/2025		2013 MINNESOTA REVENUE (C)							
		22,357.17			123738	07082515382411	10101.2172		STATE WITHHOLDING	GENERAL FUND
		22,357.17								
2025226	7/11/2025		14645 MEDSURETY, LLC							
		1,500.00	HEALTH SAVINGS RBROWN		123755	7.11.25	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,500.00	HEALTH SAVINGS BCOBENAIS		123755	7.11.25	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,500.00	HEALTH SAVINGS JELG		123755	7.11.25	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,500.00	HEALTH SAVINGS DGREENGO		123755	7.11.25	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,500.00	HEALTH SAVINGS DHUGHES		123755	7.11.25	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,500.00	HEALTH SAVINGS WMESSERICH		123755	7.11.25	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,500.00	HEALTH SAVINGS LNELSON		123755	7.11.25	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,500.00	HEALTH SAVINGS POEFFLING		123755	7.11.25	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		900.00	HEALTH SAVINGS LRRAMBAUM		123755	7.11.25	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,500.00	HEALTH SAVINGS MSMITH		123755	7.11.25	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		14,400.00								
2025227	7/14/2025		6037 HEALTHPARTNERS-DENTAL							
		455.40	DENTAL CLAIMS PAID		124045	07/03/25-07/09/	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
					25					
		455.40								
2025228	7/8/2025		6860 WELLS FARGO PURCHASING CARDS							
		1,762.35	SAM'S CLUB_PARADE CANDY		123756	010576222114.1	10110.6430		MISCELLANEOUS	MAYOR AND COUNCIL

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2025228	7/8/2025		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		94.06	AMAZON-DRUM DOLLY'S		123757	100002339484.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		136.65	AMAZON-DRUM DOLLYS		123758	100113726312.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		3,313.89	QUICK-SERV-LIC/REG 2025 GMC		123759	300659194974.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		519.96	AMAZON-TIRES FOR RTV		123760	100057444065.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		97.11	8X8 PHONE SYSTEM		123761	108595134999.1	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		97.11	8X8 PHONE SYSTEM		123762	108595134999.2	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		2,038.85	WM MANAGEMENT JC GARBAGE		123763	101044739192.1	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING	JOHN CARROLL APT BLDG
		63.68	PREMIUM WATER FOR OFFICES JC N		123764	036263038751.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		63.68	PREMIUM WATER FOR OFFICES JC N		123765	036263038751.2	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		380.59	QUILL OFFICE SUPP -COPY PAPER,		123766	105441383718.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		41.48	QUILL OFFICE SUPPLIES ENVELOPE		123767	105441383734.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		113.96-	AMAZON RETURN CREDIT FOR 4 BAC		123768	101995239873.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		50.74	QUILL 10X13 ENVELOPES JC		123769	105441383726.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		2,167.00	WM MANAGEMENT JC GARBAGE		123770	101052363067.1	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING	JOHN CARROLL APT BLDG
		447.95	COMCAST NM PHONE & INTERNET		123771	105828252598.1	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		2,167.00-	WM CREDIT DUPLICATE PAYMENT JC		123772	105611234782.1	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING	JOHN CARROLL APT BLDG
		1,419.59-	WM CREDIT PAID TWICE JC GARGAG		123773	105611234774.1	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING	JOHN CARROLL APT BLDG
		97.48	AMAZON NM JC WATER DISPENSER		123774	100171602031.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		97.47	AMAZON NM JC WATER DISPENSER		123775	100171602031.2	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		21.89	QUILL COLOR PAPER FOR AUDITING		123776	105441397070.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		21.88	QUILL COLOR PAPER FOR AUDITING		123777	105441397070.2	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		302.67	COMCAST PHONE & INTERNET JC		123778	100002668016.1	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		71.88	AMAZON JC OFFICE SUPPLIES CLIP		123779	104835329569.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		10.72	ACE HARDWARE INVER GROVE HEIGH		123780	740279456766.1	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		141.44	MENARDS JC MISC CLEANING SUPPL		123781	100413490012.1	50678.6211		CLEANING SUPPLIES	JOHN CARROLL APT BLDG
		23.88	OREILLY-TIRE SHINE SQUADS		123782	167446297109.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		172.84	COSTCO-WATER/GATORADE		123783	234511604449.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		57.03	FLGL-K9 FOOD - RILEY		123784	101894738699.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		432.21	concession supplies		123785	010396520791.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		432.20	concession supplies		123786	010396520791.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		21.86	Chips concessions		123787	100114698046.1	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		21.86	Chips concessions		123788	100114698046.2	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		107.83	Pool Supplies		123789	100093178710.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		107.83	Pool Supplies		123790	100093178710.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		44.54	Pool Supplies		123791	100898672848.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		44.54	Pool Supplies		123792	100898672848.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		35.49	Pool Vacuum Filter		123793	030096631567.1	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		141.00	Lifeguard CPR certs		123794	104658920029.1	10527.6331		CONFERENCES, TRAINING, TRAVEL	SPLASH POOL
		141.00	Lifeguard CPR certs		123795	104658920029.2	10528.6331		CONFERENCES, TRAINING, TRAVEL	NORTHVIEW POOL

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2025228	7/8/2025		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		37.26	Pool Supplies		123796	100106610479.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		37.26	Pool Supplies		123797	100106610479.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		104.45	CPR Masks		123798	100059793586.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		104.44	CPR Masks		123799	100059793586.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		15.76	Emergency Use Only Sign		123800	100058288024.1	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		19.50	Till Operations		123801	000502254043.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		19.50	Till Operations		123802	000502254043.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		580.00	Movie in the park		123803	227942572552.1	10529.6210	227600	OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		41.99	COncessions product		123804	104115884920.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		41.98	COncessions product		123805	104115884920.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		16.95	Ketchup Concessions		123806	104833495727.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		16.94	Ketchup Concessions		123807	104833495727.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		20.55	Concessin items		123808	100108737737.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		20.55	Concessin items		123809	100108737737.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		106.01	Buckets for parade		123810	001640070492.1	10520.6210		OPERATING SUPPLIES	PARKS ADMINISTRATION
		16.35	Kaposia parade pails		123811	400228538121.1	10520.6210		OPERATING SUPPLIES	PARKS ADMINISTRATION
		47.55	Chips for concessions		123812	100108885312.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		47.55	Chips for concessions		123813	100108885312.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		23.28	Gloves for concessions		123814	100110324664.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		23.27	Gloves for concessions		123815	100110324664.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		29.39	Communication App		123816	100003839958.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		29.39	Communication App		123817	100003839958.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		29.38	Communication App		123818	100003839958.3	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		650.48	Summer Camp Rockin Jump Trip		123819	002355549030.1	10529.6452		TRIPS AND TOURS	RECREATIONAL PROGRAMS
		2,258.54	Refrigeration maintenance		123820	900019201359.1	10528.6220		REPAIR & MAINTENANCE SUPPLIES	NORTHVIEW POOL
		43.90	ADA chair battery		123821	234625308358.1	10528.6240		MINOR EQUIPMENT AND FURNITURE	NORTHVIEW POOL
		44.08	Cocnessions		123822	107183822504.1	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		50.00	USPCA-DECOYMEMBRSH-P-K9DOUG		123823	168501099922.1	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		110.15	LDHARDWARE-FOOD-K9DOUG		123824	500807002013.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		33.83	SAMS TASK FORCE & LEMONADE STA		123825	400201696177.1	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		35.12	MENARDS BLOOMING PARKS		123826	100533334552.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		12.13	KNOWLANS FARMERS MARKET		123827	720203579000.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		56.97	AMAZON KAP DAY KIDDIE PARADE		123828	100105219136.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		17.21	WALGREENS SSP YOUTH TASK FORCE		123829	001025151378.1	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		63.66	KNOWLANS JUNETEENTH EVENT PIA		123830	720203816543.1	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		44.00	COOP JUNETEENTH EVENT PIA		123831	003916649995.1	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		52.30	PIONEER PRESS GARAGE SALE AD		123832	119055011409.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		30.00	THR COOP KIDDIE PARADE DISCO B		123833	004909201161.1	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		19.44	KNOWLANS KIDDIE PARADE		123834	720203700154.1	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS

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		4.31	KNOWLANS TAPE FOR OFFICE		123835	720203859015.1	10530.6201		OFFICE SUPPLIES	COMMUNITY AFFAIRS
		70.56	KNOWLANS DISCO BINGO		123836	720203858629.1	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		39.20	DOLLAT TREE TASK FORCE ACTIVIT		123837	001092805295.1	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		99.96	WALGREENS TOUCH A TRUCK		123838	001092805378.1	10110.6210		OPERATING SUPPLIES	MAYOR AND COUNCIL
		169.90	AMAZON OFFICE SUPPLIES		123839	100104918423.1	10315.6201		OFFICE SUPPLIES	ENGINEERING
		500.00	VERIFIED CREDENTIALS BKGRND CK		123840	900011606431.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		1,193.97	MARQUISCHICAGO KALISZEWSKI CON		123841	103609799379.1	20280.6331		CONFERENCES, TRAINING, TRAVEL	ECON DEV GENERAL
		300.00	ICMA KALISZEWSKI CONFERENCE		123842	522785231190.1	20280.6331		CONFERENCES, TRAINING, TRAVEL	ECON DEV GENERAL
		252.97	DELTA KALISZEWSKI AIRFARE		123843	871581989458.1	20280.6331		CONFERENCES, TRAINING, TRAVEL	ECON DEV GENERAL
		493.97	DELTA AIRFARE TO NLC CONF BAKK		123844	871612133865.1	10110.6331		CONFERENCES, TRAINING, TRAVEL	MAYOR AND COUNCIL
		493.97	DELTA AIRFARE TO NLC CONF BAKK		123845	871612133873.1	10110.6331		CONFERENCES, TRAINING, TRAVEL	MAYOR AND COUNCIL
		185.45	GLOBE BUSINESS ENVELOPES		123846	375404771684.1	10125.6201		OFFICE SUPPLIES	HUMAN RESOURCES
		159.97	KNOWLANS LUNCH AND LEARN FOOD		123847	720203628372.1	20211.6302		PROFESSIONAL SERVICES	GRANTS/DONATIONS GEN GVMT
		32.47	AMAZON-SCISSORS		123848	100089434062.1	10160.6240		MINOR EQUIPMENT AND FURNITURE	INFORMATION TECHNOLOGY
		138.07	COMCAST-VETS INTERENT		123849	109416605794.1	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		1,561.96	DELL- MONITORS		123850	375694054268.1	50605.6520		BUILDINGS AND STRUCTURE	WATER UTILITY
		600.00	NINITE - UPDATE SOFTWARE		123851	900014120056.1	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		985.23	CDWG-UPS PRINTER		123852	376099189956.1	50605.6520		BUILDINGS AND STRUCTURE	WATER UTILITY
		1,725.56	CDWG-NETWORK LICENSES		123853	385170156883.1	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		4,902.60	DELL-COMPUTERS		123854	390478004978.1	50605.6520		BUILDINGS AND STRUCTURE	WATER UTILITY
		350.00	Nasal Ranger Calibration		123855	106455278624.1	10420.6375		OTHER CONTRACTED SERVICES	CODE ENFORCEMENT
		59.29	SHREDIT MAY 2025		123856	111810674873.1	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		59.28	SHREDIT MAY 2025		123857	111810674873.2	20260.6210		OPERATING SUPPLIES	HOUSING GENERAL
		59.28	SHREDIT MAY 2025		123858	111810674873.3	10140.6210		OPERATING SUPPLIES	CITY CLERK
		99.84	SHREDIT MAY 2025		123859	111810674873.4	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		110.23	SHREDIT MAY 2025		123860	111810674873.5	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		47.97	HOME DEPOT-IMPACT BIT SET		123861	010196694245.1	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		183.41	NATIONAL PUMP SUPPLY-PUMP		123862	100201677634.1	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		645.85	KULLY-SOAP BOX ASM		123863	384393522743.1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		398.30	SITEONE-INFIELD DRYING COND		123864	900017286767.1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		189.92	HOME DEPOT MAINTENANCE SUPPLIE		123865	010194087486.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		552.00	HOME DEPOT PATIO SET MISC CLEA		123866	105985175783.1	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		45.48	HOME DEPOT NM PROPANE TANK		123867	010196695200.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		220.38	GRAINGER JC MAINTENANCE SUPPLI		123868	731586199545.1	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		428.42	HOME DEPOT NM MAINTENANCE SUPP		123869	106145764687.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		145.05	MENARDS MAINTENANCE SUPPLIES F		123870	100379026988.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		10.48	HOME DEPOT MAINTENANCE SUPPLIE		123871	010193813434.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		35.98-	MENARDS CREDIT MAINTENANCE SU		123872	100427343593.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		72.41	TRACTOR SPly-PROPANE FILL		123873	001575414005.1	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY

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
2025228	7/8/2025		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		3.94-	MNRDS RETURN		123874	100354380343.1	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		78.05	AMZN-PENS & DIVIDER TABS		123875	109013019150.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		599.76	AMZN-PHONE CASES		123876	101708088902.1	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		673.71	AMZN-PHONE CASES		123877	101724484259.1	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		11.25	AMZN-BINDERS		123878	104512321712.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		102.72	phone for ecu		123879	001909919021.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		35.33	AMZN-BINDERS & RECEIPT BOOK		123880	106846049668.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		110.99	bike batteries		123881	101352807901.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		26.97	AMZN-MED BAG TAGS		123882	106885594676.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		268.58	VSTAPRNT-BIZ CARDS		123883	714555954426.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		114.95	AMZN-EVIDENCE ENVELOPES		123884	109705683310.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		975.00	MNCIT-CIT TRNG 42		123885	100832066287.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		78.12	JJ'S-KD FRI VOLUNTEER MEAL		123886	001191743651.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		55.16	DMV-TITLE SQ 54 & 60		123887	300650985570.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		64.68	WLMRT-STRGE TOTE FOR RANGE		123888	141007503526.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		1,145.00	TOPPERS&MORE-TOOLBOX MT #301		123889	213100853133.1	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		69.92	KNWLNS-KD SUN VOL MEAL		123890	720203529417.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		168.47	AMAZON SPEAKERS FOR SUMMER		123891	100096691538.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		62.48	WALMART REPLACEMENT BINDERS		123892	141005411924.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		88.29	AMAZON MARKERS FOR CAMP		123893	102370459552.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		106.97	AMAZON REPLACEMENT DODGEBALLS		123894	100037198143.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		56.99	AMAZON CAMP WHITEBOARD		123895	100052598372.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		13.52	DOLLARTREE CAMP SUPPLIES		123896	001091702094.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		309.59	WALMART CAMP SUPPLIES		123897	141008204557.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		44.25	WALGREENS CAMP SUPPLIES		123898	001008696500.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		21.03	CVS CAMP SUPPLIES		123899	001605475190.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		83.43	WALMART CAMP SUPPLIES		123900	400228046662.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		12.04	WALMART CAMP SUPPLIES		123901	400228046589.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		19.31	WALMART CAMP SUPPLIES		123902	400228046746.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		12.58	HOLIDAY CAMP SUPPLIES		123903	162552625971.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		21.43	WALMART CAMP SUPPLIES		123904	010970889910.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		131.78	TARGET CAMP SUPPLIES		123905	091016148678.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		335.26	AMAZON CAMP SUPPLIES		123906	100109620920.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		75.69	WALMART CAMP SUPPLIES		123907	141005580154.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		117.72	SAMS PARADE CANDY		123908	400229332590.1	10520.6210		OPERATING SUPPLIES	PARKS ADMINISTRATION
		117.99	WALMART CAMP SUPPLIES		123909	400229332426.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		33.96	COSTCO CAMP SUPPLIES		123910	233842476080.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		218.34	SAMS PARADE CANDY		123911	011241678984.1	10520.6210		OPERATING SUPPLIES	PARKS ADMINISTRATION
		42.27	WALMART CAMP SUPPLIES		123912	400232520064.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS

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CITY COUNCIL AGENDA REPORT

DATE: July 21, 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

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

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. City Council Report (Licenses)

City of South St Paul
City Council Report

<u>ID</u>	<u>Company</u>	<u>License #</u>	<u>License Type</u>	<u>Status</u>	<u>Issued</u>	<u>Expires</u>	<u>Address</u>	<u>Complex</u>	<u>Council</u>
15383	Matthew Petersen	00015802	Rental Housing	A	03/25/2025	05/31/2026	305 2nd Ave S		07/21/2025
15003	Clifton Properties, LLC	00015640	Rental Housing	A	07/16/2025	05/31/2026	312 2nd Ave S		07/21/2025
15671	CAG Minnesota Funding II LLC	00016206	Rental Housing	A	03/06/2025	05/31/2026	813 7th Ave S		07/21/2025
15003	Clifton Properties, LLC	00015866	Rental Housing	A	07/16/2025	05/31/2026	224-226 Park St W	Clifton Properties LLC	07/21/2025



CITY COUNCIL AGENDA REPORT

DATE: July 21, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Acceptance of Gift Donations

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

Donations will be approved by Resolution as they are received. The amount of the donation and the donors are listed separately on the Resolution.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 8-D, Donations

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-076

Acceptance of Gift Donations

WHEREAS, The City of South St. Paul is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, in accordance with the terms prescribed by the donor.

WHEREAS, The City of South St. Paul receives donations from various sources and businesses within the City of South St. Paul and the surrounding areas.

WHEREAS, the City of South St. Paul finds it is appropriate to accept the donation(s) offered with appreciation.

THEREFORE, BE IT RESOLVED: by the City Council of the City of South St. Paul, Minnesota, to accept the following donation(s):

Value of Donation	Name of Donor	Designation
\$ 901.44	MN Masonic Charities	Fill the Backpack
\$1,801.44	Mizpah Masonic Lodge	Fill the Backpack

The City Clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's donation.

Adopted this 21st day of July 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: July 21, 2025
DEPARTMENT: Finance
PREPARED BY: Clara Hilger
AGENDA ITEM NUMBER: 8.E.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Resolution 2025-072, Accepting the Year Ended December 31, 2024 Audited Financial Report

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution No. 2025-072 accepting Audited Financial Reports for 2024

OVERVIEW

At the close of each fiscal year, the City's chief financial officer must prepare a financial report covering the City's operations during that fiscal year. The report must use generally accepted accounting principles (GAAP) to present financial statements and disclosures that fully portray the City's financial position and the results of City operations.

In accordance with Minnesota Statutes Section 471.697, staff and Jackie Huegel, CPA, Principal with LB Carlson presented, reviewed, and discussed the December 31, 2024 Audited Financial Reports (Annual Comprehensive Financial Report, related Management Report, and Special Purpose Audit Reports) with the City Council at the July 14, 2025 Council worksession. A complete copy of the report is available on the City's website under Departments & Services, Finance, Financial Reports.

Staff recommends acceptance of the Annual Comprehensive Financial Report for the year ending on December 31, 2024 in accordance with Minnesota Statutes Section 471.697 sub.1(c) through adoption of Resolution 2025-072.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 07-21-25 Audit Report - Resolution

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-072

**RESOLUTION ACCEPTING THE YEAR ENDED DECEMBER 31, 2024
AUDITED FINANCIAL REPORTS**

WHEREAS, at the close of the fiscal year, the City's chief financial officer must prepare a financial report covering the city's operations during the preceding fiscal year, which must contain financial statements and disclosures that present the city's financial position and the results of city operations using generally accepted accounting principles (GAAP); and,

WHEREAS, in accordance with Minnesota Statutes Section 471.697 sub. 1(c), a copy of the audited financial statement, with any management letter or other written findings or comments by the auditor, must be provided to each City Council member and the mayor not later than 30 days after the report is required to be submitted to the State Auditor, and must also be presented at a scheduled meeting of the City Council prior to October 31 of the year in which the report is submitted to the State Auditor; and,

WHEREAS, individual copies of the audited financial statement, management letter and other written findings or comments were presented, reviewed and discussed by the Mayor and City Council during a regularly scheduled Worksession on Monday, July 14, 2025; and,

NOW, THEREFORE, BE IT RESOLVED: the Mayor and City Council for the City of South St. Paul have reviewed and hereby accept the City's Audited Financial Statements and accompanying Management and Special Purpose Reports for the City's fiscal year ending December 31, 2024.

Adopted this 21st day of July, 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: July 21, 2025
DEPARTMENT: Finance
PREPARED BY:
AGENDA ITEM NUMBER: 8.F.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Accept the 2025 First Quarter Financial Report and approve Resolution 2025-071 authorizing the 2025 First Quarter Budget amendments

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to accept the 2025 First Quarter Financial Report
Acopt Resolution 2025-071 to amend the 2025 Budget

OVERVIEW

The Finance Department has prepared the attached first quarter financial report, which was reviewed by the Council at the July 14, 2025 Worksession. Finance has not noted any worrisome variances in the operating funds for the first quarter. The variances that have occurred are noted in the attached report.

The attached financial report includes the following recommended budget revisions:

- The City Attorney department was increased to reflect the updated contract approved by the Council on April 7, 2025.
- The Streets Alleys and Blvds department was increased and the Parks Facilities and Maintenance department was decreased to recognize a reallocation of vehicle replacement charges.
- The Water and Sewer Utility departments were increased to update the vehicle replacement charge for new vehicles.

Formal council action is requested for these Budget modifications through the approval of a motion accepting the First Quarter Financial Report and by the subsequent adoption of attached resolution 2025-071, which will authorize the proposed budget amendments.

SOURCE OF FUNDS

As outlined in this Agenda report

ATTACHMENTS

1. 07-21-25 First Quarter - Resolution 2025-071 Approve Budget Adjs Res

2. 07-21-25 Council Quarterly 1 2025

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-071

RESOLUTION AUTHORIZING 2025 BUDGET ADJUSTMENTS

WHEREAS, the Mayor and City Council adopted an annual Operating Budget for the current fiscal year in December 2024 after considerable discussion and consideration which was based on the best and most accurate information available at that time; and,

WHEREAS, changes in circumstances and different or more accurate information can periodically arise during a fiscal year to challenge the assumptions incorporated in the adopted annual Operating Budget, suggesting the need for Budget amendments to enable the City to better manage its resources for the balance of the fiscal year; and,

WHEREAS, the Mayor and City Council have received, reviewed and discussed the 2025 First Quarter Financial Report and, the Mayor and City Council have thereupon carefully determined that the 2025 Operating Budget, as a guide plan for City operations, could be improved by the adoption of certain amendments.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of South St. Paul hereby approves the following budget amendments:

	Increase or (Decrease) <u>Expenditures</u>
General Fund:	
City Attorney	22,000
Streets, Alleys and Blvds	89,088
Parks Facilities and Maintenance	(89,088)
Contingencies	(22,000)
Water and Sewer Utility Fund	
Water Utility	7,284
Sewer Utility	8,544

Adopted this 21st day of July, 2025.

City Clerk

Description	2025 Original Budget	2025 Amended Budget	Actual thru March 2025	Benchmark 25% Percent of Budget	
GENERAL OPERATING FUND					
GENERAL FUND - REVENUES					
Taxes	13,576,420.00	13,576,420.00	0.00	0.00%	A
Fees	2,175,595.00	2,175,595.00	148,900.11	6.84%	B
Intergovernmental	3,595,382.00	3,595,382.00	481,930.02	13.40%	C
Charges for Services	2,211,003.00	2,211,003.00	506,489.50	22.91%	
Other Revenues	114,821.00	114,821.00	4,978.34	4.34%	D
Transfers In/Fund Balance	190,000.00	190,000.00	47,445.00	24.97%	
Total Revenues	21,863,221.00	21,863,221.00	1,189,742.97	5.44%	
GENERAL FUND - EXPENDITURES					
General Government					
Mayor & Council	185,884.00	185,884.00	71,265.22	38.34%	E
Administration	595,113.00	595,113.00	151,219.32	25.41%	
Human Resources	344,991.00	344,991.00	72,752.28	21.09%	
City Attorney	98,000.00	120,000.00	21,771.00	18.14%	F
City Attorney - Criminal	201,000.00	201,000.00	40,509.72	20.15%	F
City Clerk	240,859.00	240,859.00	55,218.61	22.93%	
Information Technology	868,269.00	868,269.00	265,235.89	30.55%	
Recycling	23,713.00	23,713.00	12.75	0.05%	G
Finance	540,049.00	540,049.00	150,225.77	27.82%	
Total General Government	3,097,878.00	3,119,878.00	828,210.56	26.55%	
Public Safety					
Police	8,810,167.00	8,810,167.00	1,946,360.59	22.09%	
Fire	2,795,797.00	2,795,797.00	1,389,422.00	49.70%	H
Total Public Safety	11,605,964.00	11,605,964.00	3,335,782.59	28.74%	
Public Works					
Engineering	775,304.00	775,304.00	188,542.76	24.32%	
Streets, Alleys and Blvds	2,462,186.00	2,551,274.00	512,924.08	20.10%	
Buildings	407,167.00	407,167.00	104,253.45	25.60%	
Parks Facilities and Maintenance	1,538,366.00	1,449,278.00	300,804.53	20.76%	
Total Public Works	5,183,023.00	5,183,023.00	1,106,524.82	21.35%	
Community Development					
Development Services	650,683.00	650,683.00	151,180.96	23.23%	
Code Enforcement	192,336.00	192,336.00	39,373.46	20.47%	
Total Community Development	843,019.00	843,019.00	190,554.42	22.60%	
Leisure Services					
Parks Administration	330,460.00	330,460.00	76,279.93	23.08%	
Splash Pool	99,149.00	99,149.00	6,370.14	6.42%	I
Northview Pool	116,547.00	116,547.00	4,970.05	4.26%	I
Recreation Programs	285,241.00	285,241.00	61,836.28	21.68%	
Community Affairs	140,940.00	140,940.00	31,913.02	22.64%	
Total Leisure Services	972,337.00	972,337.00	181,369.42	18.65%	
Nondepartmental					
Contingencies	161,000.00	139,000.00	0.00	0.00%	
Total Nondepartmental	161,000.00	139,000.00	0.00	0.00%	
Total Expenditures	21,863,221.00	21,863,221.00	5,642,441.81	25.81%	
Revenues Over (Under) Expenditures	0.00	0.00	(4,452,698.84)		

Description	2025 Original Budget	2025 Amended Budget	Actual thru March 2025	Benchmark 25% Percent of Budget	
OTHER OPERATING FUNDS					
DOUG WOOG ARENA					
Revenues	1,289,500.00	1,289,500.00	316,632.29	24.55%	A
Expenditures	1,436,100.00	1,436,100.00	334,888.97	23.32%	
Revenues Over (Under) Expenditures	(146,600.00)	(146,600.00)	(18,256.68)		
AIRPORT OPERATING FUND					
Revenues	1,443,681.00	1,443,681.00	402,927.91	27.91%	K
Expenditures	1,850,067.00	1,850,067.00	262,122.84	14.17%	
Revenues Over (Under) Expenditures	(406,386.00)	(406,386.00)	140,805.07		
STORM WATER UTILITY FUND					
Operating Revenues and Grants	986,783.00	986,783.00	63,354.24	6.42%	J,L
Expenses - Operating	306,372.00	306,372.00	42,872.65	13.99%	
Transfers	66,100.00	66,100.00	30,678.00	46.41%	O
Net Income (Loss)	614,311.00	614,311.00	(10,196.41)		
STREET LIGHT UTILITY FUND					
Revenues	345,060.00	345,060.00	22,608.18	6.55%	J
Expenses	338,922.00	338,922.00	60,243.27	17.77%	
Net Income (Loss)	6,138.00	6,138.00	(37,635.09)		
WATER AND SEWER UTILITY FUND					
Revenues					
Administration	745,946.00	745,946.00	0.00	0.00%	D
Water Utility	12,616,225.00	12,616,225.00	355,965.41	2.82%	J,M
Sewer Utility	5,695,000.00	5,695,000.00	452,526.19	7.95%	J
Total Revenues	19,057,171.00	19,057,171.00	808,491.60	4.24%	
Operating Expenses					
Adminsitration	745,946.00	745,946.00	157,680.84	21.14%	
Water Utility	1,680,778.00	1,688,062.00	387,045.78	22.93%	
Sewer Utility	4,415,999.00	4,424,543.00	1,351,743.55	30.55%	N
Total Operating Expenses	6,842,723.00	6,858,551.00	1,896,470.17	27.65%	
Transfers					
Water Utility	432,673.00	432,673.00	59,189.00	13.68%	O
Sewer Utility	498,773.00	498,773.00	112,639.00	22.58%	O
Total Transfers	931,446.00	931,446.00	171,828.00	18.45%	
Net Income (Loss)	11,283,002.00	11,267,174.00	(1,259,806.57)		
CENTRAL GARAGE - INTERNAL SERVICE FUND					
Revenues	2,132,128.00	2,132,128.00	584,371.14	27.41%	
Expenditures	1,902,344.00	1,902,344.00	689,970.73	36.27%	
Net Income (Loss)	229,784.00	229,784.00	(105,599.59)		

Description	2025 Original Budget	2025 Amended Budget	Actual thru March 2025	Benchmark 25% Percent of Budget	
OTHER OPERATING FUNDS					
ECONOMIC DEVELOPMENT AUTHORITY					
Revenues	433,778.00	433,778.00	0.00	0.00%	A
Expenditures	433,778.00	433,778.00	48,498.82	11.18%	
Revenues Over (Under) Expenditures	0.00	0.00	(48,498.82)		
EDA - HOUSING (HRA LEVY)					
Revenues	1,226,964.00	1,226,964.00	197,069.80	16.06%	A
Expenditures	1,226,964.00	1,226,964.00	227,492.80	18.54%	
Revenues Over (Under) Expenditures	0.00	0.00	(30,423.00)		
HRA - PUBLIC HOUSING					
Revenues	4,579,000.00	4,579,000.00	133,535.33	2.92%	P
Operating Expenses	2,119,350.00	2,119,350.00	490,187.66	23.13%	
Capital Expenses	2,252,500.00	2,252,500.00	(426,327.10)	-18.93%	Q
Net Income (Loss)	207,150.00	207,150.00	69,674.77		

Tickmark Explanations for Budget VS Actual Variances

- A Taxes will be received in June/July and December/January
- B 1st quarter Franchise fees payment is received in April
- C LGA received in July and December
- D Interest earnings are posted semi-annually and other minor revenues are unpredictable
- E Annual dues paid in first quarter
- F Legal service invoices for two months
- G Compost site costs occur May through October; clean up day in September paid in October
- H Invoice for second quarter paid in March
- I Pools are only open June through August
- J Utility revenues are based on service delivery, bills issued in Jan, Feb, Mar of 2025 are accrued back to the 2024 books as they are for services delivered in 2024. This is an annual occurrence.
- K Land leases are invoiced in February each year
- L Budgeted revenues include State and local grants for Seidl's Lake project
- M Budgeted revenues include State funds for lead service line replacements
- N Sanitary Sewer has 4 months of MCES charges
- O Transfers for bond principal and interest made in February and August. Remaining transfer to Utility Admin will be done in December (Water and Sewer Utility funds)
- P Activity from the tenant software has not been updated for 2025
- Q Final payment for plumbing project was paid in April 2025.



CITY COUNCIL AGENDA REPORT

DATE: July 21, 2025
DEPARTMENT: Human Resources
PREPARED BY: Shelly Anderson
AGENDA ITEM NUMBER: 8.G.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Appointment of Kelsey Gelhar as City Engineer

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Appoint Kelsey Gelhar to the position of City Engineer, with an effective date retroactive to July 5, 2025.

OVERVIEW

As part of the City Council meeting on June 16, 2025, the City Council accepted the resignation of Nick Guilliams from the position of City Engineer, effective June 20, 2025.

An internal job posting for the City Engineer position was posted on June 18, 2025. One applicant, Kelsey Gelhar, applied for the position. Ms. Gelhar is the current Assistant City Engineer and has worked closely with Mr. Guilliams over the past two years on numerous city projects. She is highly knowledgeable about both current and future planned projects.

Ms. Gelhar brings over nine years of experience in municipal engineering, including plan preparation, construction management, grant proposals and administration, and capital improvement planning. Her resume materials are attached for reference.

Recommendation:

Staff recommends the appointment of Kelsey Gelhar for the position of City Engineer, with an effective start date retroactive to July 5, 2025.

Proposed Terms of Employment:

The City Engineer position is a pre-existing position with the Supervisory Association. Accordingly, terms and conditions of employment are governed by the collective bargaining agreement between the City and the bargaining unit.

Staff recommends placing Ms. Gelhar at Step 2 of the City Engineer pay range, or \$132,912 annually. Ms. Gelhar would be eligible for a half-step increase following six months and 12 months of satisfactory performance. Thereafter, annual step increases would apply until the top step of the range is reached. All other terms and conditions of employment will be consistent with the provisions of the collective bargaining contract.

SOURCE OF FUNDS

Engineering Department Budget: 10315

ATTACHMENTS

1. Kelsey Gelhar - Resume_Redacted

June 23, 2025

Shelly Anderson
Assistant City Administrator/HR Director
City of South St. Paul
125 Third Avenue N
South St. Paul, MN 55075

Dear Miss Anderson,

I am writing to express my interest in applying for the City Engineer position at the City of South St. Paul, which was internally posted on Wednesday, June 18th. Attached is my resume which details my qualifications for the position.

I am a licensed civil engineer in the state of Minnesota with over nine years of experience working with city engineering departments. I have assisted with plan preparation, construction management, grant proposals and administration of grants, capital improvement planning, and other engineering related tasks throughout my career. As the Assistant City Engineer, I have demonstrated my ability to work within the Engineering Department and work across departments at the City.

Please consider me as a possible candidate for the City Engineer position. I look forward to hearing from you. For further information or any questions about myself or my work experience, please feel free to call me at [REDACTED] or email me at [REDACTED].

Sincerely,

A handwritten signature in cursive script, appearing to read 'Kelsey G.', followed by a long horizontal flourish.

Kelsey Gelhar, PE
Assistant City Engineer

Kelsey Gelhar, PE Civil Engineer

Email

[REDACTED]

Phone

[REDACTED]

Education

University of Minnesota –
Twin Cities

Class of [REDACTED]

Bachelor of Environmental
Engineering

Skills

- AutoCAD Civil 3D
- Microsoft Office Suite
 - Word
 - Excel
 - Teams
- Customer Service
- Communication Skills
- Detail Oriented
- Work Ethic
- Professionalism

Work Experience

Assistant City Engineer

South St. Paul, MN

May 2023 - Present

- Manage capital improvement projects through the design and construction phases such as 7th Avenue S Reconstruction and I-494 Watermain Improvement Project, Miscellaneous Concrete Sidewalk Repair, Concord Exchange Improvement Project, and Marie Avenue Reconstruction Project.
- Assist with the development of the 5-year Capital Improvement Plan by identifying needs and preparing cost estimates for future projects.
- Serve as the main point of contact for the Lead Service Line Inventory effort. Tasks include preparing the lead service line inventory, notification efforts, and answering resident phone calls and emails.
- Provide engineering review for private development projects and conceptual plans across the city.
- Engineering administration tasks such as running bid openings, writing advertisements for bids and public hearings, processing pay vouchers, preparing assessment rolls and payments, updating the engineering pages of the city website, and community outreach.

Municipal Engineer

WSB & Associates

March 2016 - May 2023

- Assisted the City Engineers at Lino Lakes City Hall and Arden Hills City Hall with project design, construction management, annual assessments, private development reviews, and resident requests and complaints.
- Prepared feasibility reports for multiple types of projects across Minnesota such as street and utility reconstruction, street rehabilitation projects, and trail and pedestrian safety improvements.
- Project design tasks including plan preparation in AutoCAD Civil 3D, cost estimating, and specification writing for various types of construction projects.
- Assisted communities with Capital Improvement Plan Preparation.

Engineering Intern

City of Golden Valley, MN

May 2014 - December 2015

- Construction observation assistance on annual street reconstruction projects.
- GIS mapping assistance.

Engineering Intern

City of Neenah, WI

May 2013 - December 2013

- Public utility locates.
- Assist with infrastructure maintenance projects.
- Surveying duties, including using the rod and level to shoot elevations.

Student Worker

University of Minnesota Alumni Association

September 2012 - May 2016

- Manage and update alumni information database.
- Answer alumni phone calls and emails.
- Manage the Alumni Association LinkedIn page.
- Assist with special events, including speaking engagements, travel package preparation, and donor meetings.



CITY COUNCIL AGENDA REPORT

DATE: July 21, 2025
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.H.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Land Lease at Fleming Field with Propel Air Aviation, LLC

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution No. 2025-70 Approving Land Lease at Fleming Field with Propel Air Aviation, LLC for 1635 Fairchild Lane.

OVERVIEW

The City Council is required to approve land leases at the airport. City staff has prepared a land lease for Lot 7, Block 2, Outlot C, Airport Rearrangement, also known as 1635 Fairchild Lane for Propel Air Aviation, 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

ATTACHMENTS

1. Land Lease 1635 Fairchild Lane (Propel Air Aviation, LLC) 2025-2034
2. 1635 Fairchild Lane Lease Resolution 7-21-25

AIRPORT LAND LEASE AGREEMENT

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

AND

PROPEL AIR AVIATION, LLC

[TENANT]

INDEX TO LEASE AGREEMENT

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45	Non-Discrimination
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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 21st day of July, 2025_, between the City of South St. Paul, a municipal corporation of the State of Minnesota,

("Landlord") and Propel Air Aviation, 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 7, Block 2, Outlot C, Airport Rearrangement

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 4200.0 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 21, 2025 __ ("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
 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 be 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: Propel Air Aviation, LLC
Attn: Duane Groothius
1062 141st St. W.
Rosemount, MN 55068-2282

952-217-2105
groothius@msn.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: Duane Groothius

Attest:

By: _____
Name: Deanna Werner
Title: City Clerk

STATE OF MINNESOTA)

) SS.

Landlord Acknowledgment

COUNTY OF DAKOTA

)

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)

) SS.

Tenant Acknowledgment

COUNTY OF DAKOTA

)

[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 (sqft)	ANNUAL RENT
June 1, 2025 – May 31, 2026	0.334	\$1,402.80
June 1, 2026 – May 31, 2027	0.344	\$1,444.80
June 1, 2027 – May 31, 2028	0.355	\$1,491.00
June 1, 2028 – May 31, 2029	0.365	\$1,533.00
June 1, 2029 – May 31, 2030	0.376	\$1,579.20
June 1, 2030 – May 31, 2031	0.388	\$1,629.60
June 1, 2031 – May 31, 2032	0.399	\$1,675.80
June 1, 2032 – May 31, 2033	0.411	\$1,726.20
June 1, 2033 – May 31, 2034	0.424	\$7,780.80
June 1, 2034 – May 31, 2035	0.436	\$1,831.20

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. 2025-70

**RESOLUTION RELATING TO AIRPORT:
APPROVING LAND LEASE AT FLEMING FIELD
WITH PROPEL AIR AVIATION, LLC**

WHEREAS, The City Council has reviewed and considered a Lease for Lot 7, Block 2, Outlot C 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 21st day of July 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE:

July 21, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

8.I.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Enactment of Comprehensive Plan Amendment to Update Future Land Use Map Guidance for City-Owned Facilities

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution #2025-77 enacting a comprehensive plan amendment to update the future land use map guidance for City-owned facilities.

OVERVIEW

This comprehensive plan amendment was initiated by the City Council following a Worksession discussion in April. The Planning Commission reviewed the amendment at their meeting on May 7, 2025 and recommended approval. The City Council approved the comprehensive plan amendment at their meeting on May 19, 2025 and directed City Staff to submit the amendment to the Metropolitan Council for final approval.

The City received notice on June 24th that the Metropolitan Council has administratively approved the City's proposed comprehensive plan amendment. The City is now allowed to "enact" the amendment which will allow City Staff to officially update the future land use map and put the new map up on the website.

Staff Recommendation

Approve Resolution #2025-77 enacting a comprehensive plan amendment to update the future land use map guidance for City-owned facilities.

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Metropolitan Council Approval Letter
2. City Council Memo from May 2025 Approval

3. Resolution 2025-77



**ATTACHMENT 1
METROPOLITAN COUNCIL APPROVAL LETTER**

June 24, 2025

Michael Healy, Planning Manager
City of South St. Paul
125 3rd Avenue North
South St. Paul, MN 55075

RE: City of South St. Paul – Future Land Use Updates for City-Owned Facilities Comprehensive Plan Amendment – Administrative Review
Metropolitan Council Review File 22398-4
Metropolitan Council District 12

Dear Michael Healy:

We received the City's Future Land Use Updates for City-Owned Facilities comprehensive plan amendment on June 2, 2025. This amendment is a future land use map amendment affecting four City-owned properties, totaling 15.8 acres. The amendment reguides 0.24 acres from Right-of-Way to Commercial, 7.87 acres from Open Space and Institutional to Commercial, 3.03 acres from Open Space to Institutional, and 4.66 acres from Institutional to Industrial. The purpose of the amendment is to reguide the areas to better align with existing zoning and existing and future planned land uses for each property. The properties are currently all guided as non-residential uses and will continue to be guided as non-residential uses with no change to the number of dwelling units or residential density within the City.

Council staff finds the amendment meets the Comprehensive Plan Amendment Administrative Review Guidelines revised by the Council on November 30, 2022. The proposed amendment does not affect official forecasts or the City's ability to accommodate its share of the region's affordable housing need. Therefore, the Council will waive further review and action; and the City may place this amendment into effect.

The amendment, explanatory materials, and the information submission form will be appended to the City's Plan in the Council's files. If you have any questions regarding the review please contact Freya Thamman, Principal Reviewer, at 651-602-1750 or via email at Freya.Thamman@metc.state.mn.us.

Sincerely,

A handwritten signature in blue ink that reads "Angela R. Torres".

Angela R. Torres, AICP, Senior Manager
Local Planning Assistance

CC: Tod Sherman, Development Reviews Coordinator, MnDOT Metro Division
Susan Vento, Metropolitan Council District 12
Merritt Clapp Smith, Sector Representative
Freya Thamman, Principal Reviewer
Reviews Coordinator

N:\CommDev\LPA\Communities\South St. Paul\Letters\South St. Paul 2025 FLU Updates for City-Owned Facilities CPA Admin Review Letter 22398-4

Metropolitan Council (Regional Office & Environmental Services)
390 Robert Street North, Saint Paul, MN 55101-1805
P 651.602.1000 | F 651.602.1550 | TTY 651.291.0904
metro council.org

An Equal Opportunity Employer

ATTACHMENT 2
CITY COUNCIL MEMO FROM MAY 2025 APPROVAL



DATE:	May 19, 2025
DEPARTMENT:	Planning & Zoning
PREPARED BY:	Michael Healy, Kori Land
AGENDA ITEM NUMBER:	11.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Comprehensive Plan Amendment to Update Future Land Use Map Guidance for City-Owned Facilities

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution #2025-59 approving a comprehensive plan amendment to update future land use map guidance for City-owned facilities.

OVERVIEW

Application

The Applicant is the City of South St. Paul. *The City Council reviewed this proposed comprehensive plan amendment at a Worksession meeting and requested that it move forward.*

Background

The City of South St. Paul is required by State Statute to adopt a 20-year Comprehensive Plan and update it at least every 10 years. That Plan (including its amendments) is considered to reflect the community's strategic direction through the year 2040. The City adopted its 2040 Comprehensive Plan in October 2020. One of the Plan's tools is a "future land use map." As explained in more detail below, that map depicts how the Plan "guides" each parcel of land in the City. Future land use map guidance is significant because the City is expected to act consistently with its most current Comprehensive Plan when making rezoning decisions. Additionally, the City aspires to approve variances and Planned Unit Developments only if they are substantially consistent with the Comprehensive Plan and to utilize City-owned property only if it is in a manner that is substantially consistent with the Comprehensive Plan.

If the future land use map guides properties in a way that is inconsistent with the City's current strategic direction, the City should be actively working to address that inconsistency. Sometimes, the best way to address the inconsistency is to rezone the property so that it aligns with the future land use map's guiding. Other times, the best way to address the inconsistency is to amend the future land use map's guiding so that it aligns with current zoning.

City Staff and the City Attorney have identified four inconsistencies between the future land use map and the zoning map that relate to properties that host City-owned facilities. Two of the properties host drinking water wells, one property hosts the City's public works building, and the fourth property is the Doug Woog Ice Arena. City Staff and the City Attorney feel that the current zoning of these parcels better reflects the City's current strategic direction, so that the four inconsistencies would be best addressed with a comprehensive plan amendment to update the future land use map.

Local Control Versus Metropolitan Council Control

The City has local control over the zoning map and can approve zoning changes that are consistent with the most current Comprehensive Plan (as amended). The City only has partial local control over the future land use map. To change the future land use map, the City Council needs to adopt a comprehensive plan amendment and submit the amendment for review by the Metropolitan Council, which is a layer of regional government appointed by the Governor to oversee land-use planning in the 7-County Metropolitan Area. Very basic comprehensive plan amendments like the one being discussed in this staff report can sometimes be approved administratively by Metropolitan Council Staff. More consequential amendments must go through a much more complicated Metropolitan Council review process that can easily take 4-6 months. This is much longer than the 2 months that it takes the Planning Commission and City Council to review a rezoning request.

City Staff recently participated in a focus group with Metropolitan Council Staff and learned that they are open to giving municipalities more flexibility when it comes to City-owned properties that host a municipal facility (well houses, city halls, public works buildings, etc.). Metropolitan Council Staff do not require these properties to be guided strictly as municipal facilities in the future land use map and are fine with these properties being guided the same way as one or more adjacent properties. Handling the future land use map this way can remove zoning barriers and make it easier for the City to make improvements to the municipal facility, lease out surplus space in the facility if a municipal use does not need the space, or even repurpose the property with a private sector use if it is no longer needed for a municipal use.

How do Future Land Use Map Categories Work?

The Land Use Chapter of the 2040 Comprehensive Plan contains the future land use map. Each color on the map corresponds to a future land use category such as "MU-Mixed Use," "COM-Commercial," and "HDR-High Density Residential." Most of the categories are given descriptions. For instance, "COM- Commercial" is described as: *"Includes retail sales/services, restaurants, hotels/motels, and for-profit entertainment/recreational facilities as well as general office buildings."* A few categories are self-explanatory, such as "Railroad" and "Utility," and these categories do not have descriptions listed in the Land Use Chapter.

The City does have the option of guiding a parcel as "Institutional" on the future land use map which means that it is only supposed to be used for institutional uses (i.e. churches, schools, hospitals, government buildings, cemeteries, etc.). As previously stated, the Metropolitan Council does not require the City to guide municipal uses as "Institutional" and it is better to

guide the municipal use as “Commercial,” “Industrial,” or “Mixed-Use” if the use is located in a commercial area, industrial area, or mixed-use area that allows municipal uses. South St. Paul’s City Code allows municipal facilities as a “permitted” use in all its commercial, industrial, and mixed-use zoning districts. The City Code requires a conditional use permit whenever a municipal use is in a residential zoning district and there are also stricter performance standards when a municipal use has residential zoning.

Property #1: The Doug Woog Ice Arena at 141 6th Street East

- Current Zoning: GB-General Business
- Existing Future Land Use Map Guidance: Consists of four (4) parcels. Two (2) are guided “Institutional” and two (2) are guided “Open Space.”
- Proposed Future Land Use Map Guidance: “Commercial”

The Doug Woog Ice Arena building sits on a 7-acre property that straddles four different parcels. Two of the parcels are guided “Open Space” and two of the parcels are guided “Institutional.” The open space guidance does not make sense because these parcels have a building on them (the ice arena) and the City does not expect to remove the building or restore the land as open space. Part of the ice arena building is a large tenant space that the City has historically leased to the South St. Paul School District to use as an alternative high school. The School District terminated its lease in 2019 and moved the alternative high school. The tenant space is currently being used for storage and for some Park Department programming.

The City is the owner of the ice arena building and ultimately controls how the tenant space is used but the use should be consistent with the Comprehensive Plan. There have been intermittent discussions over the past 5 years about repurposing some or all of the tenant space for a private commercial use (i.e. commercial recreation or a food service vendor). The ice arena already has GB-General Business zoning which allows most commercial uses either as permitted uses or with a conditional use permit. However, the guide plan map designation of the property should be shifted to “Commercial” so that the City has the flexibility to work within its zoning code to find a user. There is no real downside to re-guiding the property as “Commercial;” it just gives the City more flexibility to repurpose the vacant space if a reuse opportunity presents itself.

Property #2: Pump House and Well #4 Next to Interstate 494

- Current Zoning: GB- General Business
- Existing Future Land Use Map Guidance: “Right-of-Way”
- Proposed Future Land Use Map Guidance: “Commercial”

This ¼-acre parcel is currently guided “Right-of-Way” but it has commercial zoning and hosts a municipal building that contains one of the City’s highest producing drinking water wells. The City has owned this parcel since at least 1944, and it is not part of MnDOT's Interstate 494 right-of-way even though it is directly adjacent to the right-of-way. MnDOT has suggested that they find the current land use guidance confusing and there is further confusion about what it means to have a parcel guided as "right-of-way" when that property hosts a building instead of a road. An administrative law judge who will preside at a contested-case proceeding involving this parcel scheduled for October 2025 noted in January 2025 that “[t]he nexus between the 2040 Comprehensive Plan amendment and the zoning of the parcel is not also apparent based on the evidence submitted at this time.” As the City Council’s 2023 rezoning decision reflects, a “Commercial” guide plan map designation more closely reflects how this parcel is expected to be used in the future than its current “right of way” designation. Re-guiding the parcel as “Commercial” to align with the future land use map guidance of the abutting Fury Motors property should reduce confusion. It will make it clear that the City intends to have a municipal building on this property indefinitely and intends to keep the property zoned GB-General Business, which is a zoning district that allows municipal buildings as a permitted use.

Property #3: Well House and Well #3, Radium Treatment Plant, and Archery Range on Parcel at Intersection of Wentworth

- Current Zoning: R-2 Single and Two Family Residence
- Existing Future Land Use Map Guidance: “Open Space”
- Proposed Future Land Use Map Guidance: “Institutional”

This 3.03-acre parcel has hosted a municipal well for many decades and that building contains

drinking water well #3. The City was recently required to build a radium treatment plant on this parcel to treat the water coming out of well #3 to conform to the Minnesota Department of Health's requirements for water quality. The radium treatment plant is currently under construction. The parcel has also been home to a municipal archery range for many years and the archery range will be re-established after the construction of the radium treatment plant is complete.

The parcel is currently guided "Open Space" in the future land use map. While there is an open space component to the City's use of this property (i.e. the archery range and hillside vegetation), the primary use of the property is the municipal buildings that support the drinking water system. Re-guiding this parcel to "Institutional" will better align with how the City is using, and will continue to use, this piece of land.

Property #4: City's Public Works Garage at 400 Richmond Street East

- Current Zoning: I-Industrial
- Existing Future Land Use Map Guidance: "Institutional"
- Proposed Future Land Use Map Guidance: "Industrial"

The City's Public Works Garage at 400 Richmond Street East was built in the 1970s and is poorly equipped to serve the Public Works Department. The building is too small, it has a poor configuration, it does not comply with ADA rules, and it is not set up with bathroom and locker facilities to support a modern workforce that includes female employees. The City Council has been working with the Legislature to try to get State bonding money to construct a new Public Works building elsewhere in the community, most likely on a City-owned property south of the DNR Boat Launch park. If that happens, the old facility and its 4.66-acre lot will become surplus property that can be sold off to an industrial user and put back on the tax rolls.

The parcel is currently guided "Institutional" which is only consistent when used as a municipal building, a school, a hospital, a church, or a cemetery. It should be re-guided "Industrial" to match its current zoning and match the guidance of the industrial property that is directly adjacent to it. This will give the City flexibility to work with the private sector to reuse or redevelop the property if it is no longer needed for municipal purposes.

Discussion

The Metropolitan Council is very focused on housing production and addressing the State's housing crisis and they take comprehensive plan amendments related to residential housing units very seriously. The Metropolitan Council is relatively less interested in the kinds of guiding

changes for non-residential uses that are being proposed in this request. They want non-residential properties guided accurately so that they can keep track of which properties are not in play for housing development in the next 20 years, but they are very unlikely to offer the City any pushback for changing the future land use map to guide a property from one non-residential land use category to a different non-residential land use category. As previously stated, Metropolitan Council Staff recently told City Staff that they are fine with the City guiding its municipal buildings to match existing zoning and nearby land uses when they are near commercial or industrial areas instead of guiding these buildings as “Institutional.”

City Staff and the City Attorney view the proposed comprehensive plan amendment as a “no-brainer” that will give the City additional flexibility to exercise local control over its own properties.

The proposed minor amendments to the City’s 2040 Comprehensive Plan involve lands that are not contiguous to other local governmental units. A letter from a senior planner for the Metropolitan Council has agreed that the affected parcels are relatively small and are located more than a quarter-mile from adjacent jurisdictions. This means that this comprehensive plan amendment qualifies for an expedited review process and does not require a 60-day comment period where adjacent communities must be invited to review the proposed amendment.

Planning Commission Recommendation

The Planning Commission held a public hearing for the proposed comprehensive plan amendment at their May 7th meeting. No members of the public attended the hearing or submitted comments. The Planning Commission asked City Staff whether the amendment would have any impact on zoning or any impact on public recreational uses at the subject properties, such as the archery range that will soon be installed next to the new radium treatment plant. City Staff explained that the zoning map is not changing at all and the comprehensive plan amendment would simply align the future land use map with the current zoning map. The amendment will not have any impact on existing or planned recreational uses and an archery range is still planned for next to the new radium treatment plant.

The Planning Commission recommended approval with a 7-0 vote.

Recommended Action

Approve Resolution #2025-59 approving a comprehensive plan amendment to update the future land use map guidance for City-owned facilities.

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Zoning Map
2. Future Land Use Map

3. Proposed Map Changes
4. Resolution 2025-59

City of South St Paul Zoning Map



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

ATTACHMENT 1 ZONING MAP

Zoning Designations

Residential		
R1 - Single Family	617.54	21.4%
R2 - Single and Two Family Residence District	795.46	27.5%
R3 - General Residence	31.88	1.1%
R4 - Multifamily Residential District	90.19	3.1%
Commercial		
C1 - Retail Business District	44.63	1.5%
GB - General Business District	145.71	5.0%
CGMU1 - Concord Gateway Mixed Use District 1	54.68	1.9%
CGMU2 - Concord Gateway Mixed Use District 2	11.09	.4%
MMM1 - Mixed Markets and Makers District 1	6.09	.2%
MMM2 - Mixed Markets and Makers District 2	27.54	1.0%
MMM3 - Mixed Markets and Makers District 3	6.39	.2%
MMM4 - Mixed Markets and Makers District 4	10.80	.4%
Industrial		
I - Industrial District	584.06	20.2%
I-1 - Light Industrial District	241.32	8.4%
Other		
NRDD - North Riverfront Development District	126.14	4.4%
MH - Mobile Home	3.43	.1%
RT- Rail Transportation District	91.28	3.2%
ROW - Right of Way		
WAT - Water		
MRCCA - Mississippi River Corridor Critical Area		
Airport Safety Zone A		
Airport Safety Zone B		
Airport Safety Zone C		
Primary Surface		
PUD - Planned Unit Development		
Shoreland District Overlay		

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

MRCCA districts can be found on a separate PDF.

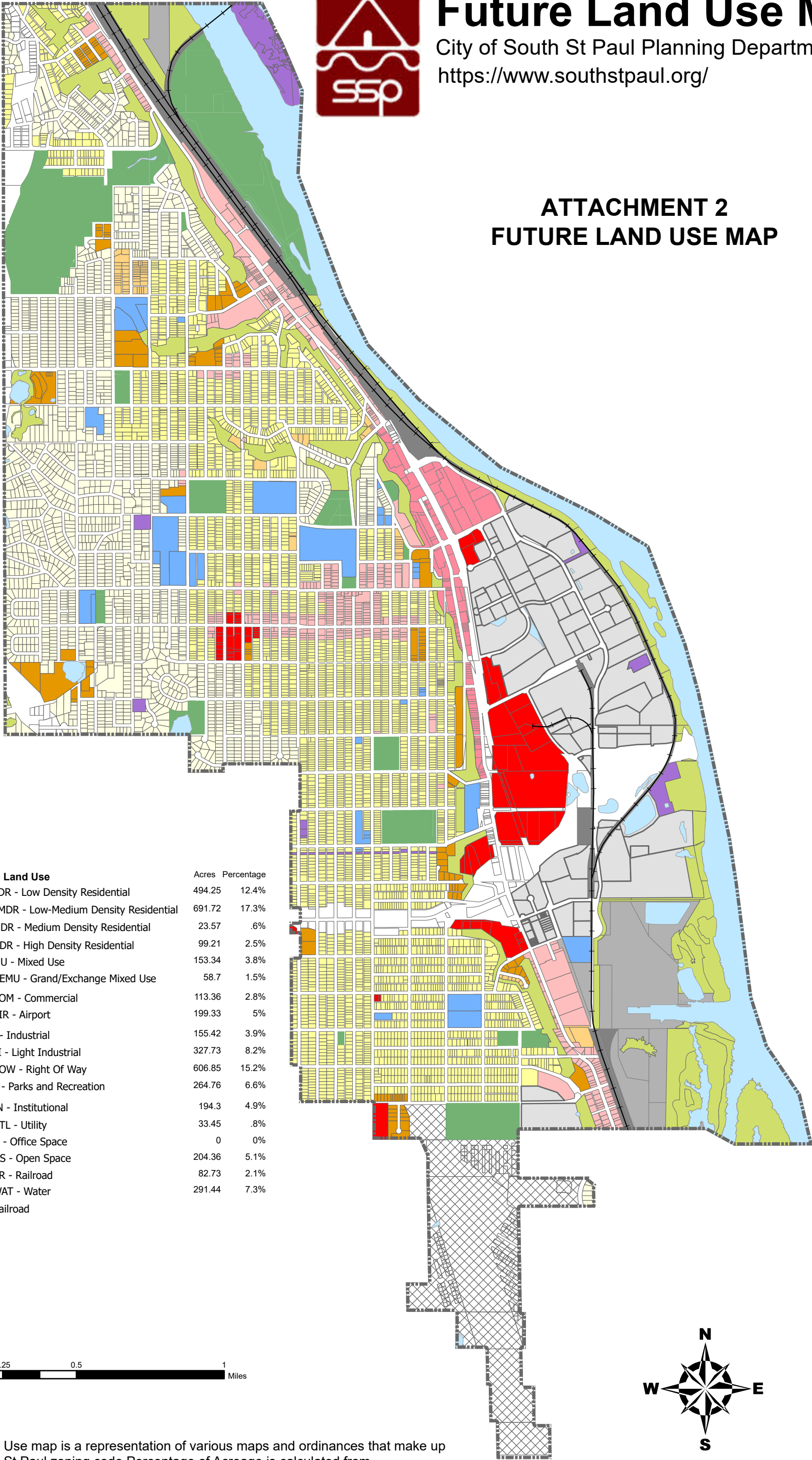
Print Date: Friday, January 17, 2025
Last Updated: September 8, 2023
Prepared by: South St Paul GIS



Future Land Use Map

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

ATTACHMENT 2 FUTURE LAND USE MAP



Res. Density Units/Acre	Future Land Use	Acres	Percentage
1-5	LDR - Low Density Residential	494.25	12.4%
6-15	LMDR - Low-Medium Density Residential	691.72	17.3%
6-20	MDR - Medium Density Residential	23.57	.6%
13-60	HDR - High Density Residential	99.21	2.5%
13-60	MU - Mixed Use	153.34	3.8%
25-75	GEMU - Grand/Exchange Mixed Use	58.7	1.5%
	COM - Commercial	113.36	2.8%
	AIR - Airport	199.33	5%
	I - Industrial	155.42	3.9%
	LI - Light Industrial	327.73	8.2%
	ROW - Right Of Way	606.85	15.2%
	P - Parks and Recreation	264.76	6.6%
	IN - Institutional	194.3	4.9%
	UTL - Utility	33.45	.8%
	O - Office Space	0	0%
	OS - Open Space	204.36	5.1%
	RR - Railroad	82.73	2.1%
	WAT - Water	291.44	7.3%
	Railroad		

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

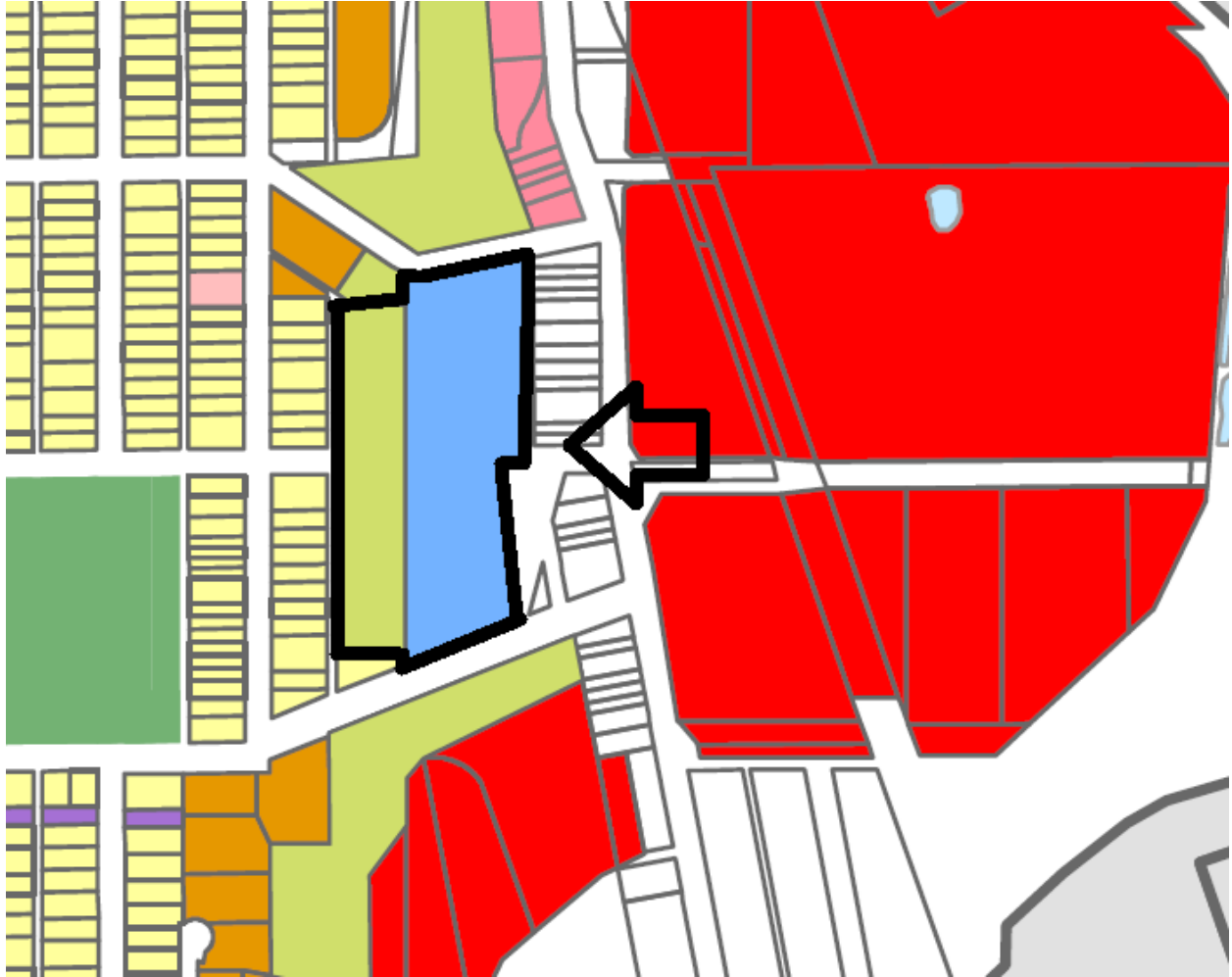
Print Date: Friday, December 16, 2022
Last Updated: December 5, 2022
Prepared by: South St Paul GIS

ATTACHMENT 3

PROPERTIES PROPOSED TO BE RE-GUIDED

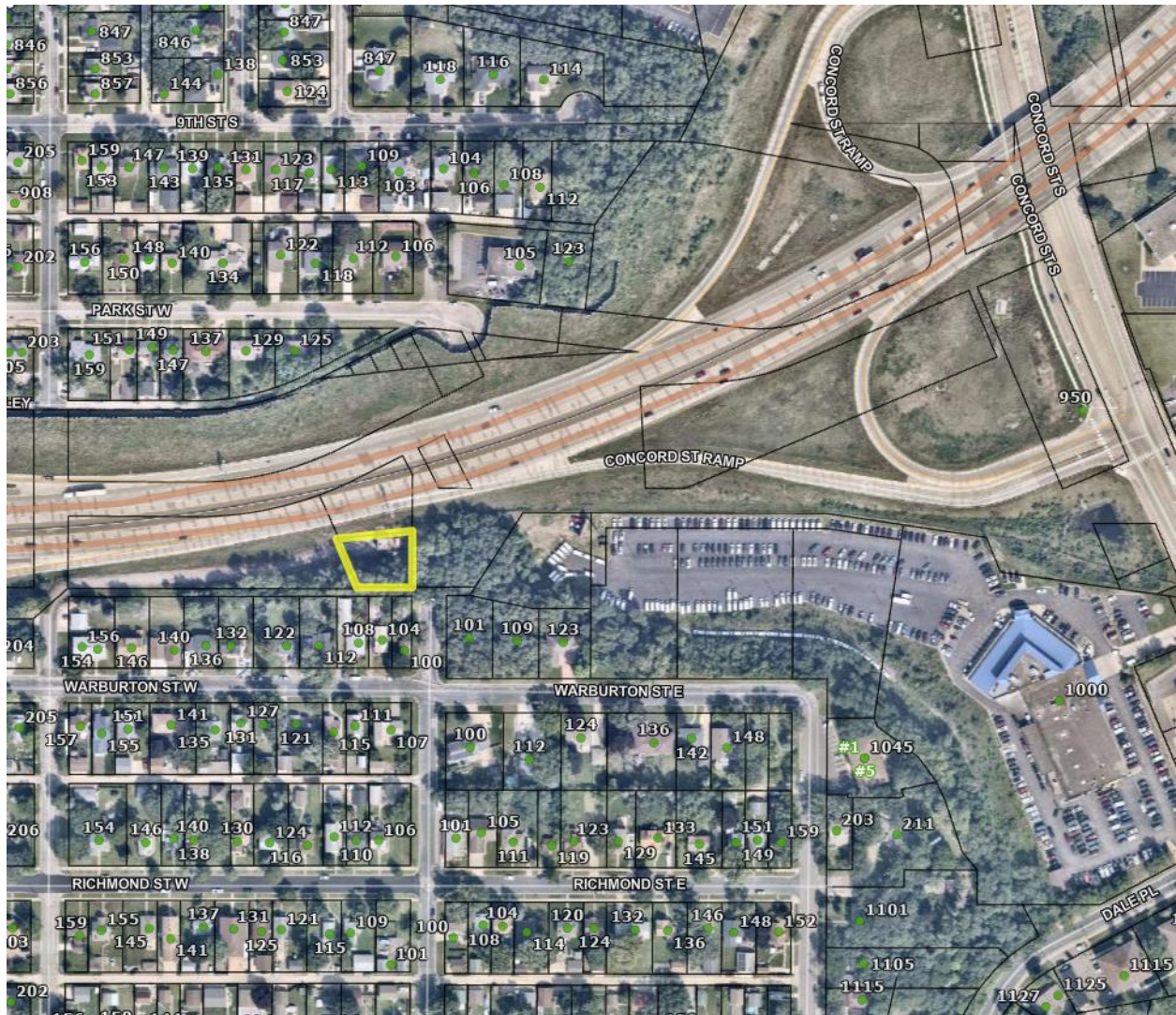


Property #1: Doug Woog Arena at 141 6th Street South

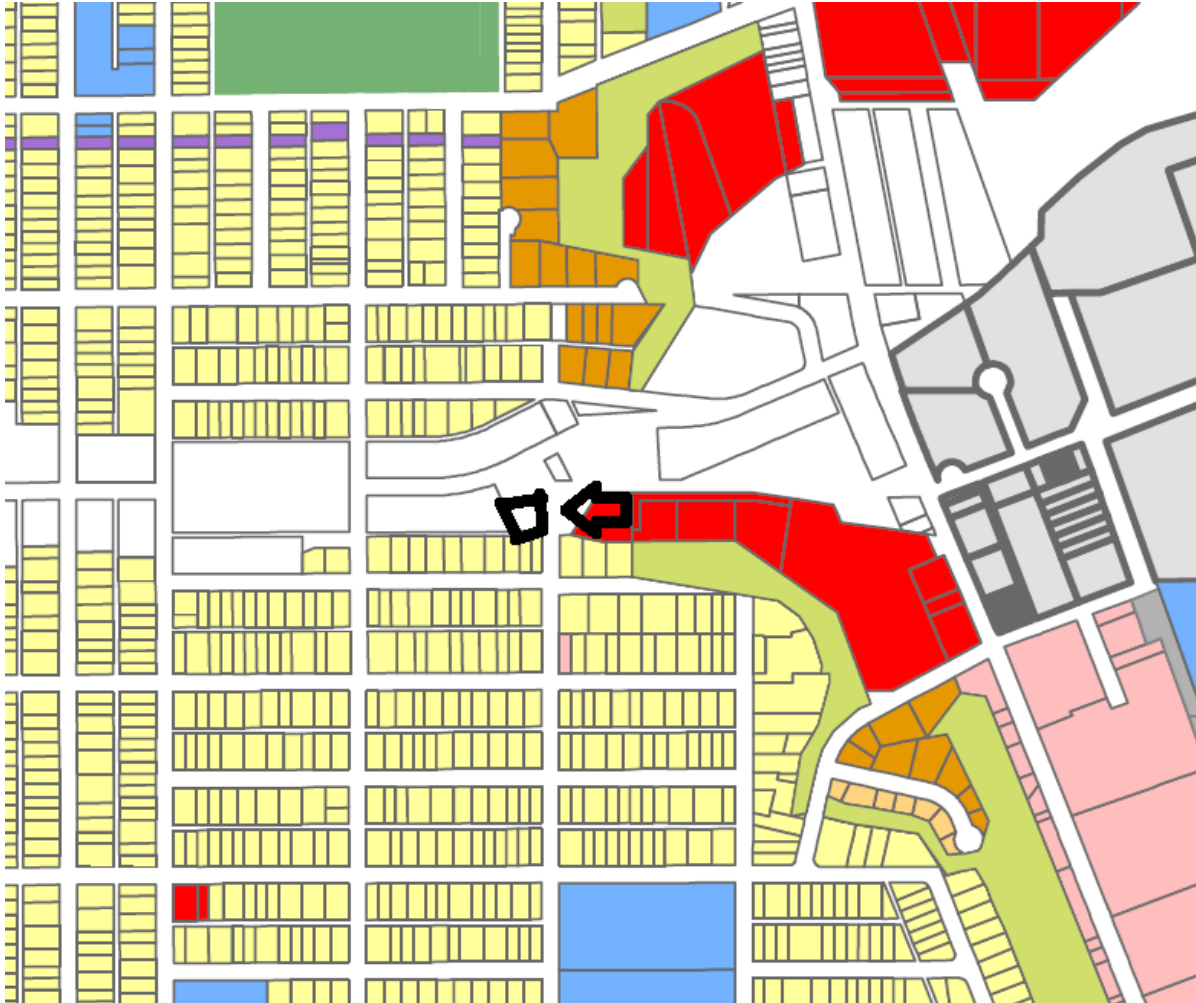


Doug Woog Ice Arena at 141 6th Street East

- Current Zoning: GB-General Business
- Existing Future Land Use Map Guidance: Consists of four (4) parcels. Two (2) are guided “Institutional” and two (2) are guided “Open Space.”
- Proposed Future Land Use Map Guidance: “Commercial”



Property #2: Pump House and Well #4 Next to Interstate 494



Pump House and Well #4 Next to Interstate 494

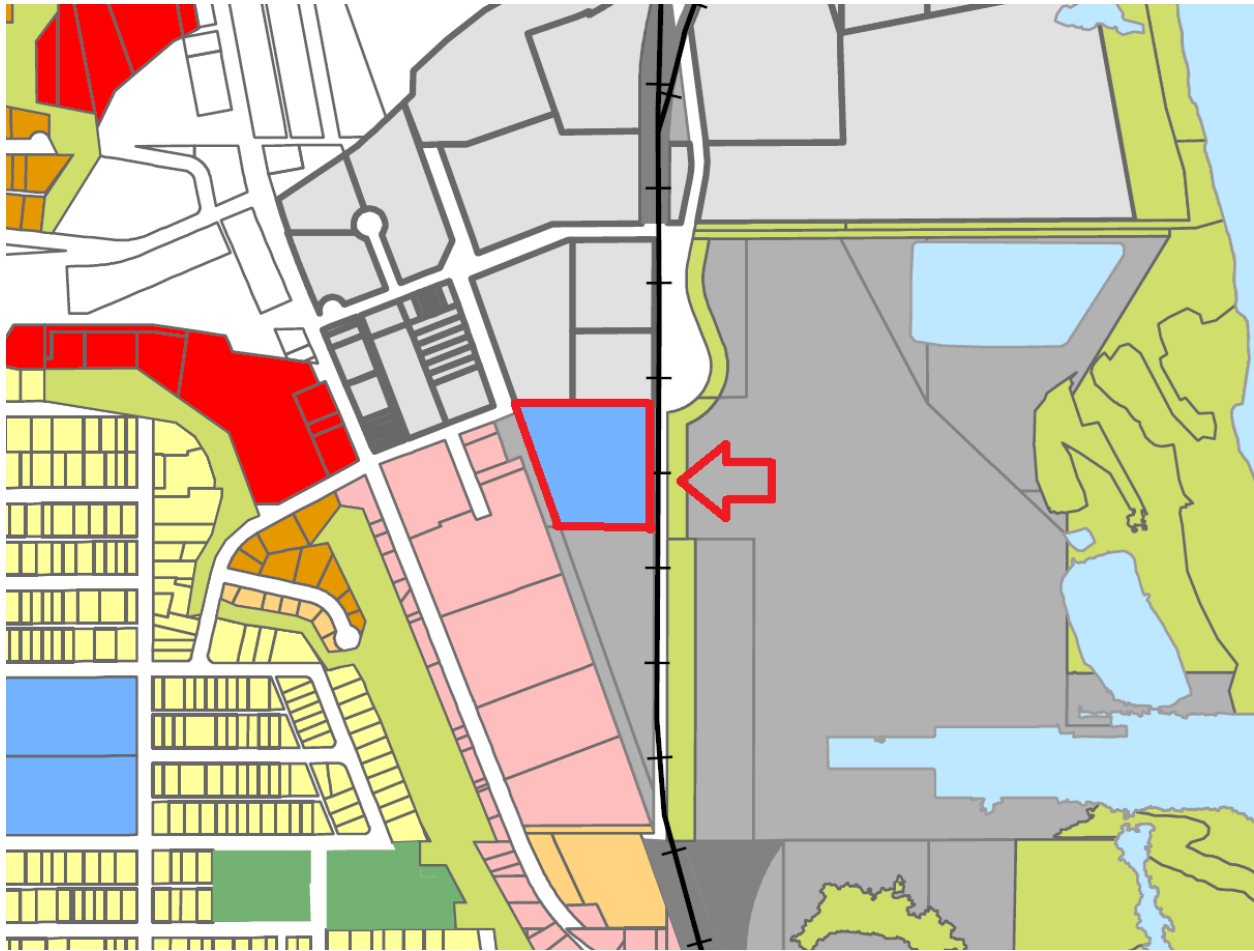
- Current Zoning: GB- General Business
- Existing Future Land Use Map Guidance: “Right-of-Way”
- Proposed Future Land Use Map Guidance: “Commercial”



Property #3: Well House and Well #3, Radium Treatment Plant, and Archery Range on Parcel at Intersection of Wentworth



Property #4: City's Public Works Garage at 400 Richmond Street East



City's Public Works Garage at 400 Richmond Street East

- Current Zoning: I-Industrial
- Existing Future Land Use Map Guidance: "Institutional"
- Proposed Future Land Use Map Guidance: "Industrial"

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2025-59

**A RESOLUTION APPROVING AN AMENDMENT TO THE 2040 COMPREHENSIVE
PLAN TO UPDATE THE FUTURE LAND USE MAP GUIDANCE FOR CITY-OWNED
FACILITIES**

WHEREAS, the City of South St. Paul enacted its 2040 Comprehensive Plan on October 19, 2020 following the Metropolitan Council's approval of the plan at their regular meeting on September 23, 2020; and

WHEREAS, the 2040 Comprehensive Plan contains a future land use map that provides land use guidance for all parcels within city limits; and

WHEREAS, City Staff and the City Attorney have identified four inconsistencies between the future land use map and the zoning map that relate to properties that host City-owned facilities; and

WHEREAS, City Staff and the City Attorney feel that the current zoning of these facilities better reflects the City's current strategic direction and the inconsistencies would best be addressed with a comprehensive plan amendment to update the future land use map; and

WHEREAS, the South St. Paul City Council has initiated a comprehensive plan amendment to update the future land use map guidance for City-owned facilities; and

WHEREAS, the proposed comprehensive plan amendment affects a small amount of land, all affected parcels are at least ¼ mile from municipal boundaries, and there is no housing component to the amendment; and

WHEREAS, the City's Metropolitan Council Sector Representative Merritt Clapp-Smith formally waived the 60-day adjacent and affected jurisdiction review via an email that was received by City Staff on April 30, 2025;

WHEREAS, the Planning Commission held a public hearing for the proposed comprehensive plan amendment at their regular meeting on May 7, 2025. After considering the amendment and all public comments, they recommended approval of the amendment with a 7-0 vote; and

WHEREAS, the City of South St. Paul understands that the Metropolitan Council may issue advisory comments as part of an approval; and

WHEREAS, Minnesota Statutes section 473.858 requires a local governmental unit to submit proposed comprehensive plan amendments to the Metropolitan Council following recommendation by the planning commission and after consideration but before final approval by the governing body of the local governmental unit.

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

1. The City Planner is directed to submit the comprehensive plan amendment updating the future land use map guidance for City-owned facilities.
2. The City Planner shall work with the City's consultants and the Metropolitan Council to respond to any advisory comments given by the Metropolitan Council as part of their approval.
3. The City Planner shall work with the City's consultants to prepare an updated future land use map that shows the correct colors for future land use and correctly shows the total acreage of each land use.

Adopted this 19th day of May, 2025

City Clerk

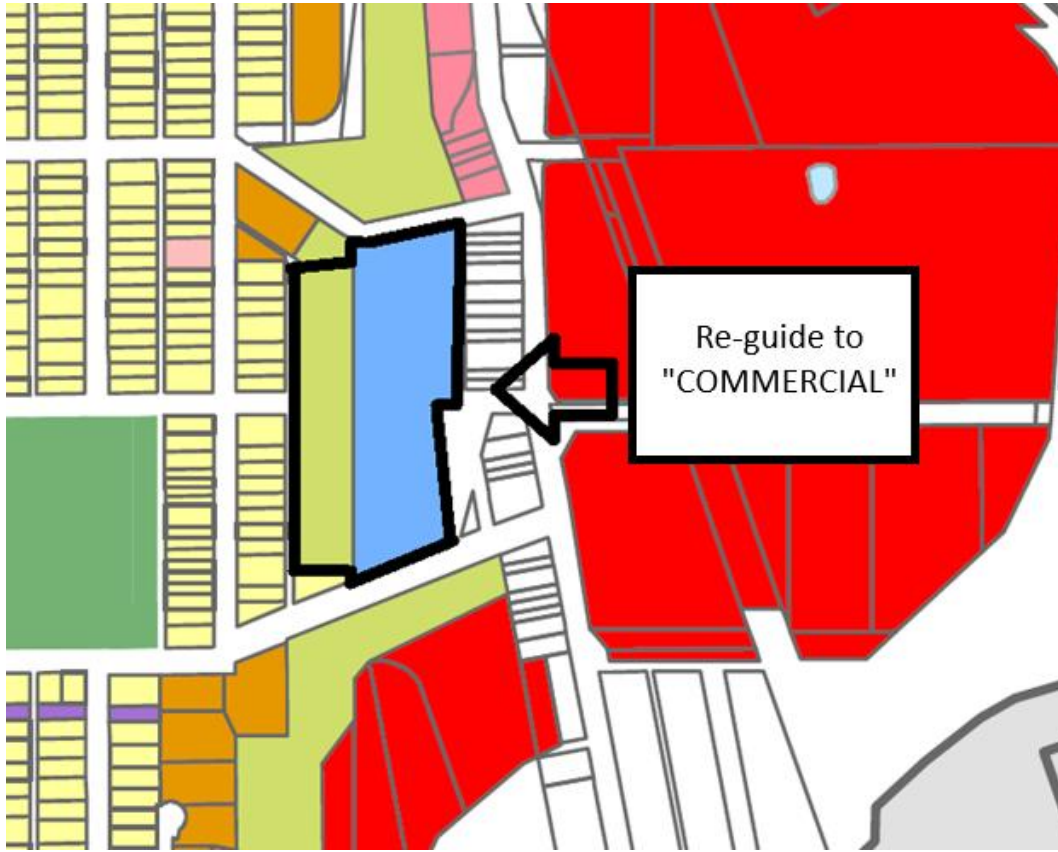
ATTACHMENTS

A- Proposed Future Land Use Map Changes

ATTACHMENT A PROPOSED FUTURE LAND USE MAP CHANGES

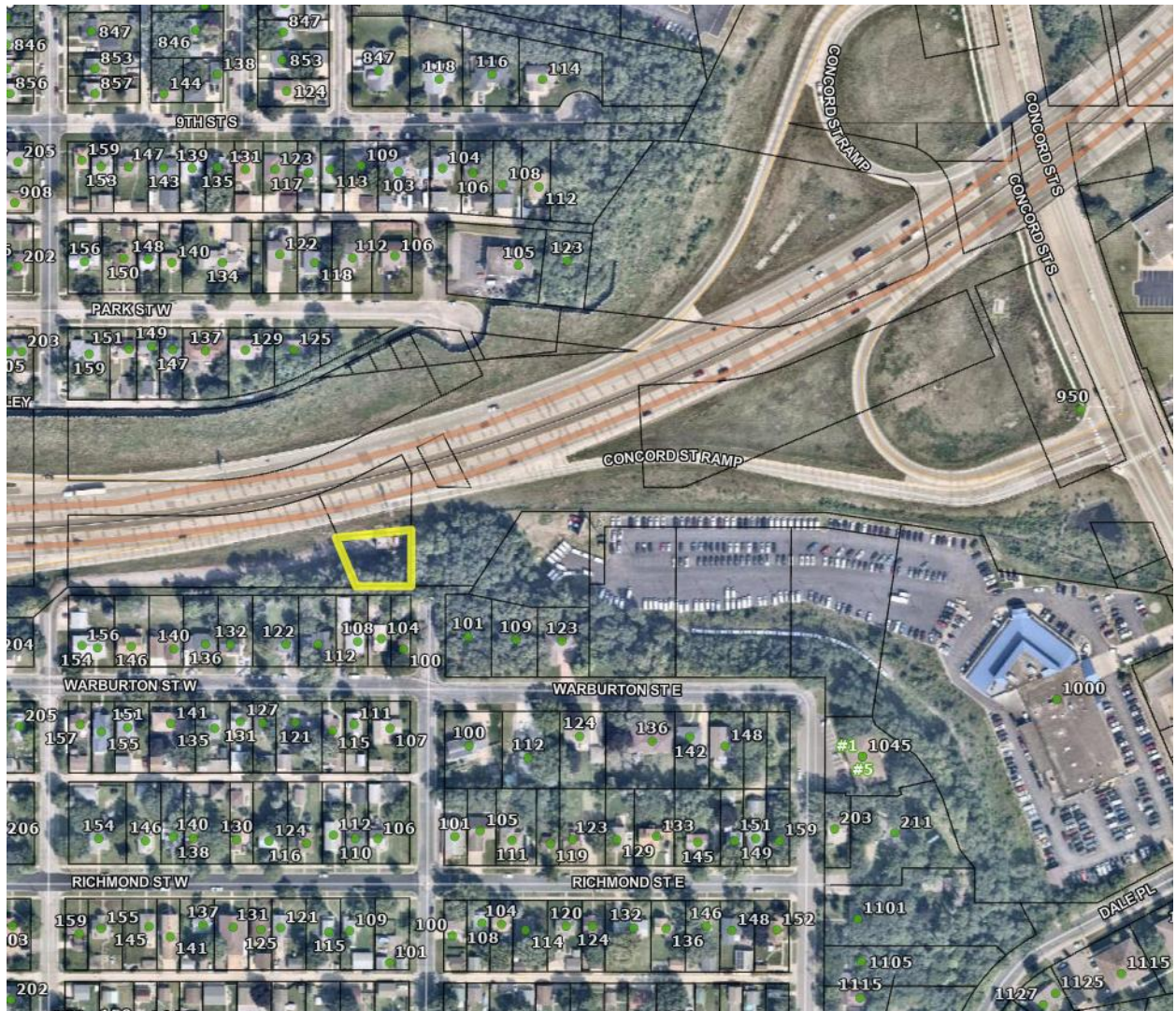


Property #1: Doug Woog Arena at 141 6th Street South

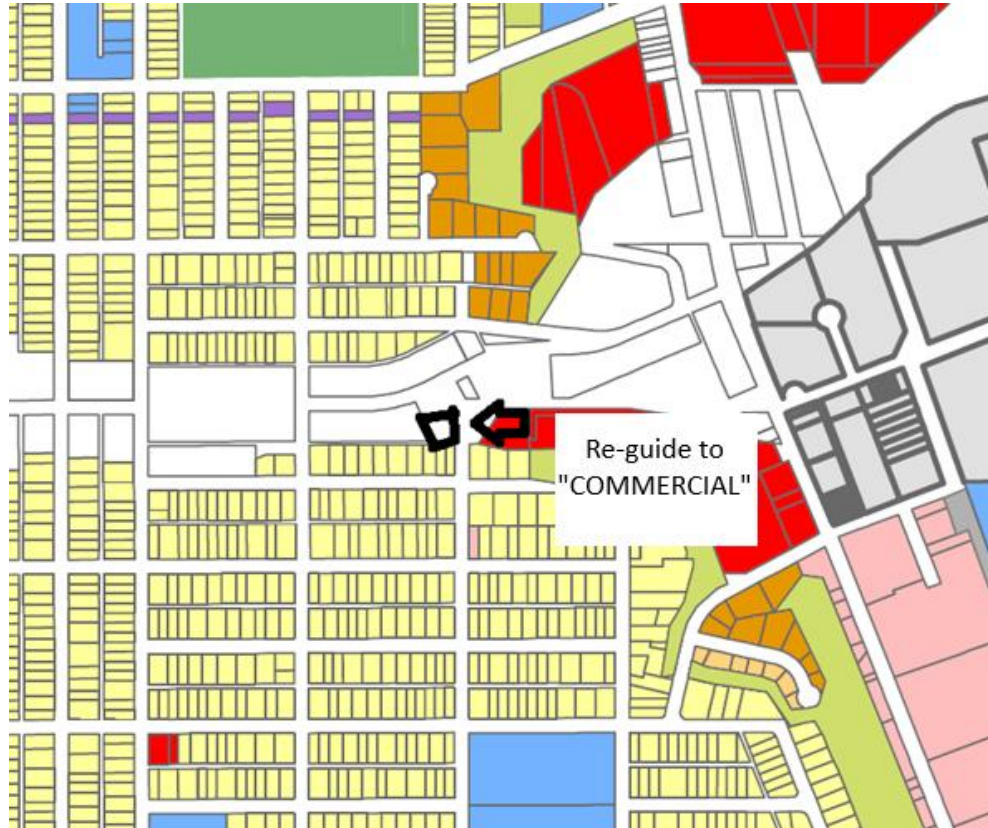


Doug Woog Ice Arena at 141 6th Street East

- Current Zoning: GB-General Business
- PID #'s:
 - 36-75100-12-100
 - 36-75151-13-260
 - 36-46000-02-090
 - 36-46000-00-080
- Existing Future Land Use Map Guidance: Consists of four (4) parcels. Two (2) are guided "Institutional" and two (2) are guided "Open Space."
- **Proposed Future Land Use Map Guidance: "Commercial"**



Property #2: Pump House and Well #4 Next to Interstate 494



Pump House and Well #4 Next to Interstate 494

- Current Zoning: GB- General Business
- PID #: 36-65820-06-150
- Existing Future Land Use Map Guidance: "Right-of-Way"
- **Proposed Future Land Use Map Guidance: "Commercial"**

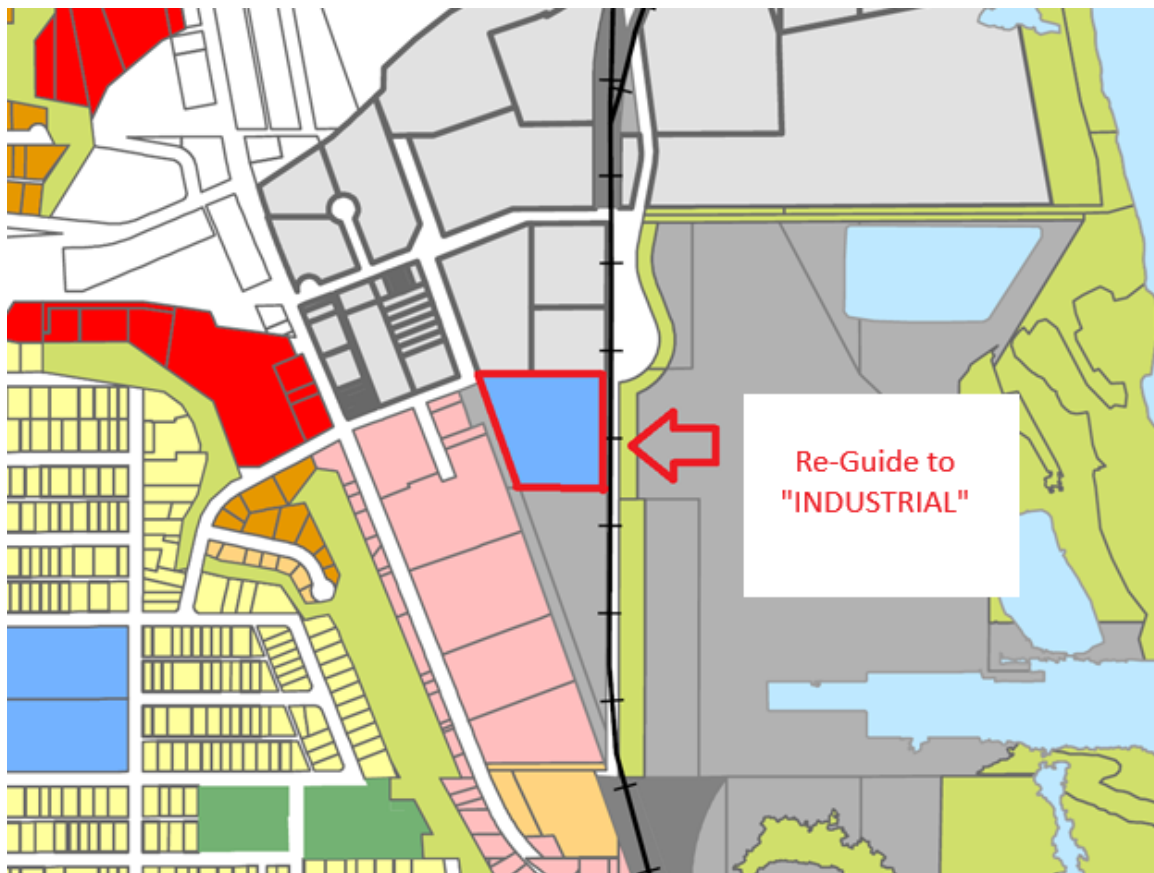


Property #3: Well House and Well #3, Radium Treatment Plant, and Archery Range on Parcel at Intersection of Wentworth



Well House and Well #3, Radium Treatment Plant, and Archery Range on Parcel at Intersection of Wentworth

- Current Zoning: R-2 Single and Two Family Residence
- PID #: 36-83576-01-010
- Existing Future Land Use Map Guidance: “Open Space”
- **Proposed Future Land Use Map Guidance: “Institutional”**



City's Public Works Garage at 400 Richmond Street East

- Current Zoning: I-Industrial
- PID #: 36-03400-06-010
- Existing Future Land Use Map Guidance: "Institutional"
- **Proposed Future Land Use Map Guidance: "Industrial"**

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2025-77

**A RESOLUTION ENACTING AN AMENDMENT TO THE 2040 COMPREHENSIVE PLAN
TO UPDATE THE FUTURE LAND USE MAP GUIDANCE FOR CITY-OWNED
FACILITIES**

WHEREAS, the City of South St. Paul enacted its 2040 Comprehensive Plan on October 19, 2020 following the Metropolitan Council's approval of the plan at their regular meeting on September 23, 2020; and

WHEREAS, the 2040 Comprehensive Plan contains a future land use map that provides land use guidance for all parcels within city limits; and

WHEREAS, City Staff and the City Attorney have identified four inconsistencies between the future land use map and the zoning map that relate to properties that host City-owned facilities; and

WHEREAS, City Staff and the City Attorney feel that the current zoning of these facilities better reflects the City's current strategic direction and the inconsistencies would best be addressed with a comprehensive plan amendment to update the future land use map; and

WHEREAS, the South St. Paul City Council has initiated a comprehensive plan amendment to update the future land use map guidance for City-owned facilities; and

WHEREAS, the proposed comprehensive plan amendment affects a small amount of land, all affected parcels are at least ¼ mile from municipal boundaries, and there is no housing component to the amendment; and

WHEREAS, the City's Metropolitan Council Sector Representative Merritt Clapp-Smith formally waived the 60-day adjacent and affected jurisdiction review via an email that was received by City Staff on April 30, 2025;

WHEREAS, the Planning Commission held a public hearing for the proposed comprehensive plan amendment at their regular meeting on May 7, 2025. After considering the amendment and all public comments, they recommended approval of the amendment with a 7-0 vote; and

WHEREAS, the City of South St. Paul understands that the Metropolitan Council may issue advisory comments as part of an approval; and

WHEREAS, Minnesota Statutes section 473.858 requires a local governmental unit to submit proposed comprehensive plan amendments to the Metropolitan Council following recommendation by the planning commission and after consideration but before final approval by the governing body of the local governmental unit.

WHEREAS, at their May 19, 2025 meeting, the South St. Paul City Council approved Resolution 2025-59 approving the comprehensive plan amendment and authorizing it to be submitted

to the Metropolitan Council for review; and

WHEREAS, on June 24, 2025, the Metropolitan Council administratively approved the proposed amendment and sent the City a letter authorizing the amendment to be placed into effect.

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

1. The proposed amendment to the 2040 Comprehensive Plan has received final approval and is put into effect. The amendment updates the future land use map guidance for City-owned facilities.
2. The City Planner shall update the future land use map and ensure that the updated map is uploaded to the City's website and made available to the public.

Adopted this 21st day of July, 2025

City Clerk

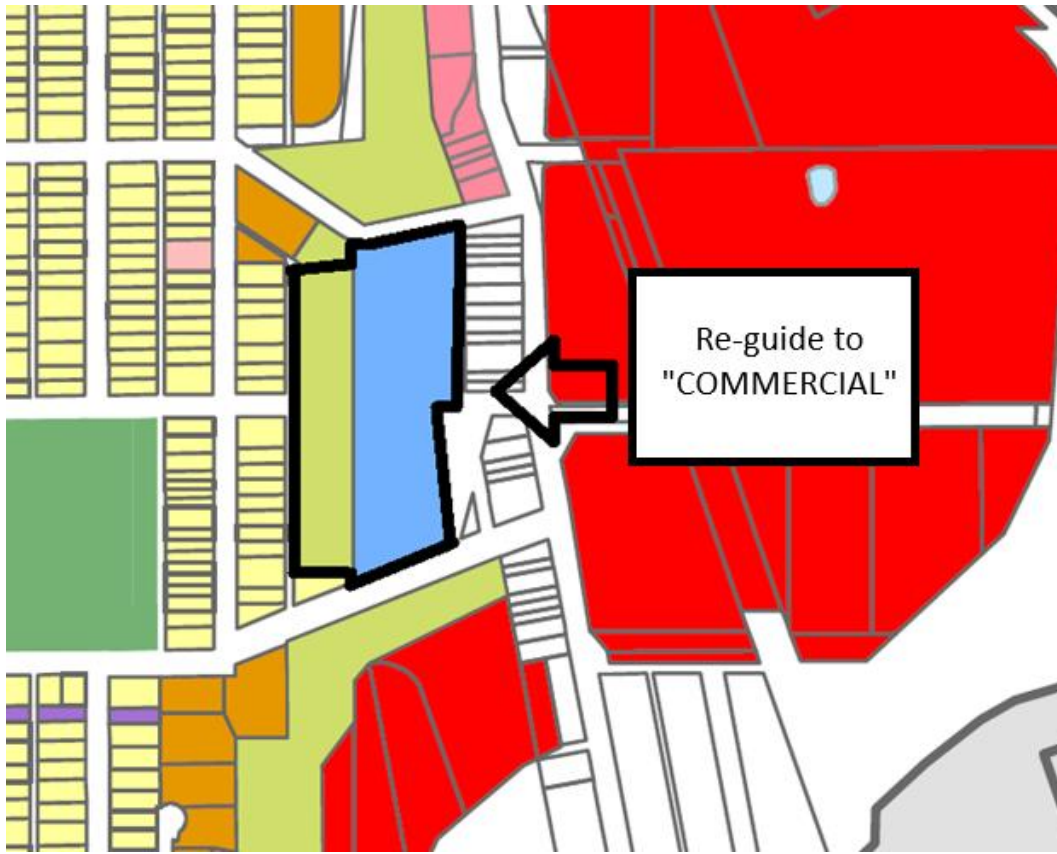
ATTACHMENTS

- A- Approved Future Land Use Map Changes
- B- Updated Future Land Use Map

ATTACHMENT A
APPROVED FUTURE LAND USE MAP CHANGES

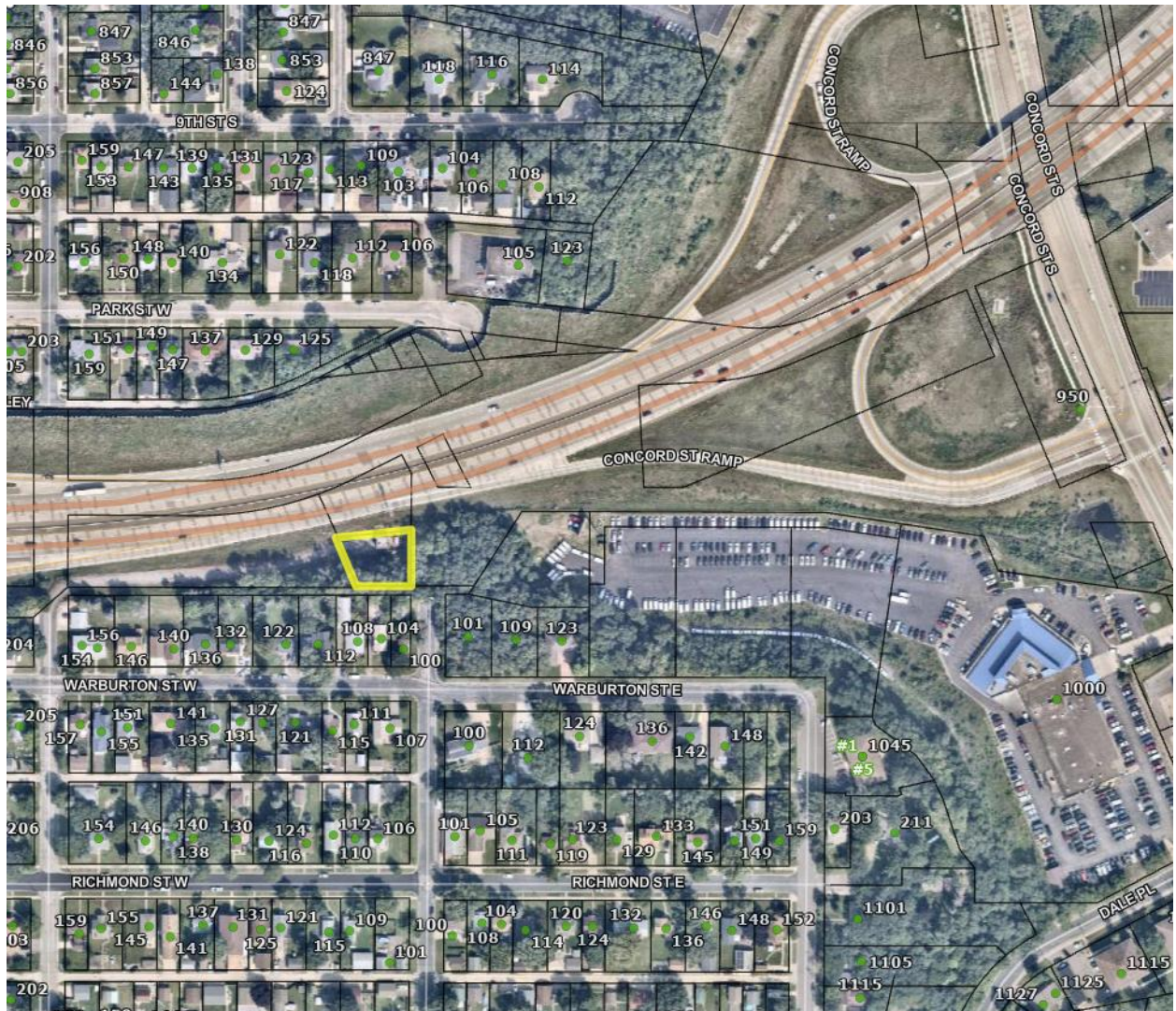


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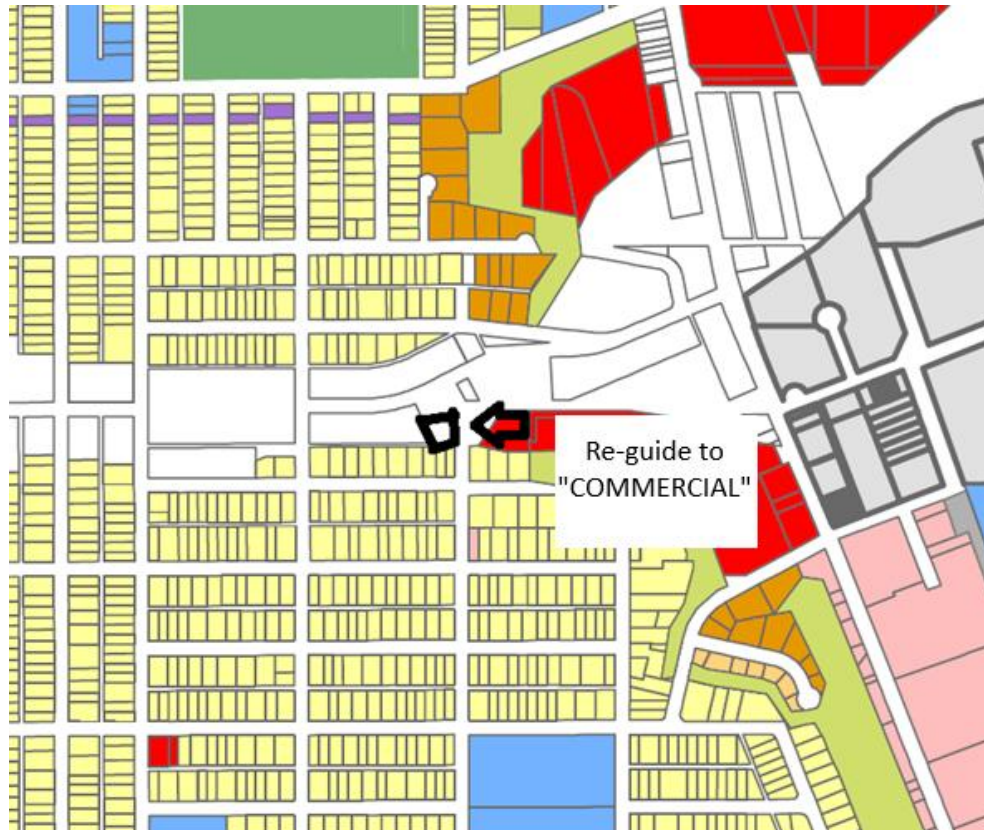


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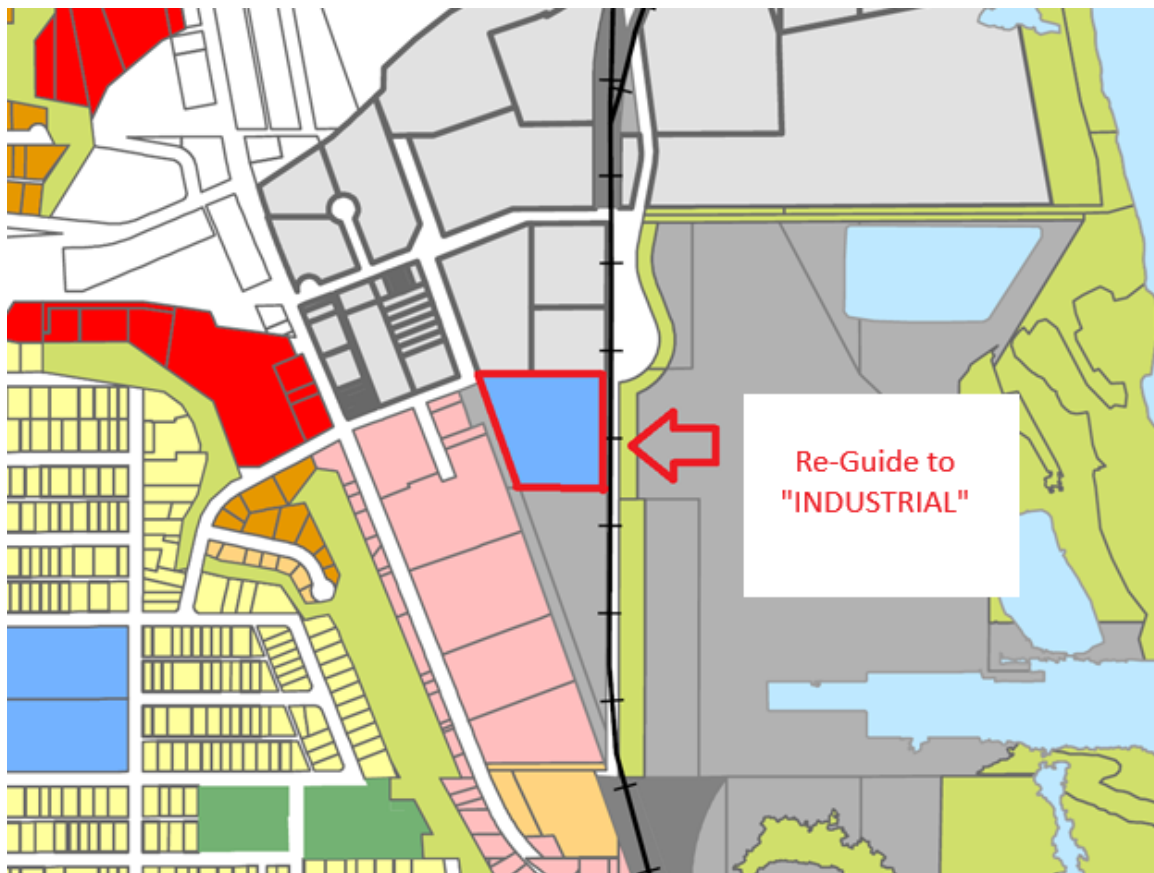


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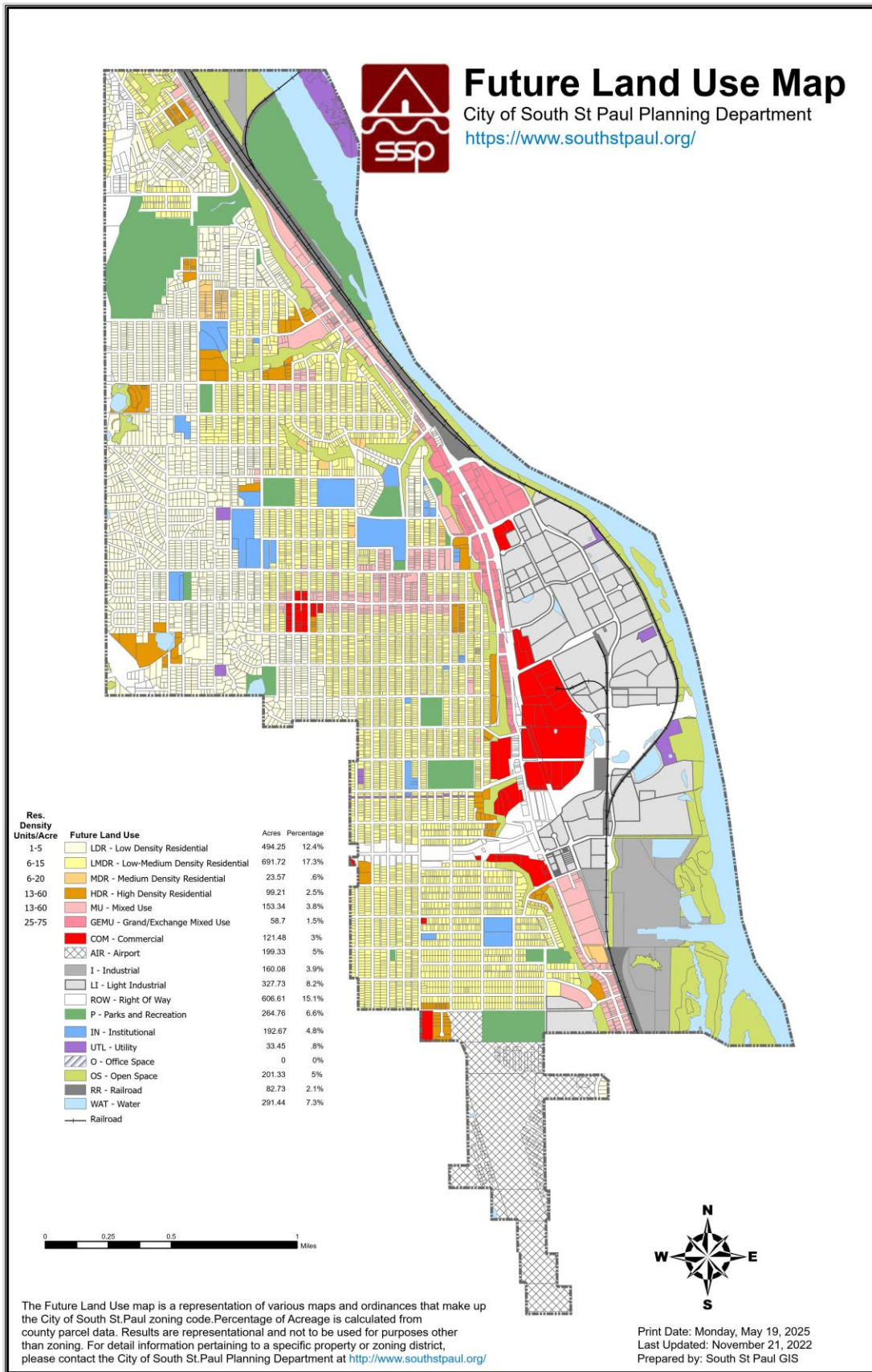
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City's Public Works Garage at 400 Richmond Street East

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- PID #: 36-03400-06-010
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ATTACHMENT B UPDATED FUTURE LAND USE MAP





CITY COUNCIL AGENDA REPORT

DATE: July 21, 2025
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.J.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Amendment of Lease (1847 Lysdale Lane) at the Fleming Field Airport.

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution No. 2025-73 Approving Amendment of Lease for 1847 Lysdale Lane at the South St. Paul Airport.

OVERVIEW

The City Council is required to approve amendments to leases at the airport. Both Wings, LLC entered into a lease with the City of South St. Paul on August 21, 2023 for Lot 8, Block 1, , Airport Rearrangement 4th Addition, also known as 1847 Lysdale Lane at the South St. Paul Municipal Airport. Due to a scrivener's error, the original lease recorded the lot and block incorrectly. The correct legal description should read:

Lot 9, Block 1 Airport Rearrangement 4th Addition

This amendment of lease will clean up this error in the original lease.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 1847 Lysdale Land Lease (Both Wings, LLC) 2023-2032 (SIGNED)
2. Resolution 1847 Lysdale Lane Amendment of Lease Resolution

AIRPORT LAND LEASE AGREEMENT

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

AND

BOTH WINGS, LLC

[TENANT]

INDEX TO LEASE AGREEMENT

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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	
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18	Default by Tenant	
19	Waiver	
20	Legal Costs	
21	Lien on Tenant's Property	
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23	Destruction of Leased Premises	
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30	Aviation Fuel	
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32	Hazardous Substances	
33	General Provisions	
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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 21 day of August, 2023, 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 8, 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__August 21, 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 Aircraft rental
- 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 sublessees 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.

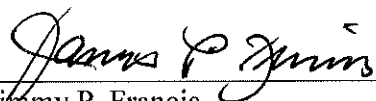
SECTION 46 **SEVERABILITY**

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.

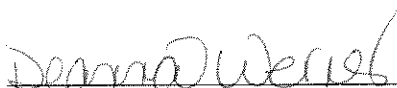
LANDLORD:
CITY OF SOUTH ST. PAUL

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)

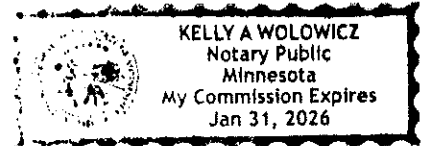
ss.

Landlord Acknowledgment

The foregoing instrument was acknowledged before me this 21 day of August, 2023, 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.

Kelly A. Wolowicz

Notary Public



STATE OF MINNESOTA)

COUNTY OF DAKOTA)

ss.

Tenant Acknowledgment

[Individual]

The foregoing instrument was acknowledged before me this 14th day of October, 2023 by Catherine A Connelly.

Catherine A Connelly

Notary Public

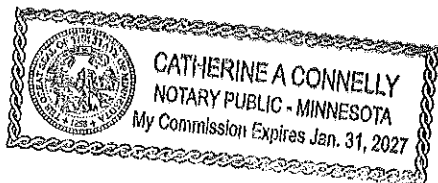


EXHIBIT A

RENT SCHEDULE

The Rent for the Leased Premises shall be as follows.

INITIAL LEASE TERM	RENT	ANNUAL RENT
September 1, 2023 – August 31, 2024	0.410	\$1,865.50
September 1, 2024 – August 31, 2025	0.422	\$1,920.10
September 1, 2025 – August 31, 2026	0.435	\$1,979.25
September 1, 2026 – August 31, 2027	0.448	\$2,038.40
September 1, 2027 – August 31, 2028	0.461	\$2,097.55
September 1, 2028 – August 31, 2029	0.475	\$2,161.25
September 1, 2029 – August 31, 2030	0.489	\$2,224.95
September 1, 2030 – August 31, 2031	0.504	\$2,293.20
September 1, 2031 – August 31, 2032	0.519	\$2,361.45
September 1, 2032 – August 31, 2033	0.535	\$2,434.25

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. 2025-73

**RESOLUTION RELATING TO AIRPORT:
APPROVING AMENDMENT OF LEASE (1847 LYSDALE LANE) AT THE SOUTH ST.
PAUL AIRPORT.**

WHEREAS, The City Council has reviewed and considered an amendment of lease for a certain ground lease, Both Wings, LLC (Lessee), with regard to the following described property:

Lot 9, Block 1, Airport Rearrangement 4th Addition , also known as 1847 Lysdale Lane

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul, Minnesota, that the Assignment of Lease is approved, and the Mayor and City Clerk are authorized and directed to execute the assignor's consent to the Change of Control, in the name on behalf of the City.

Adopted this 21st day of July 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: July 21, 2025
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.K.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Landlord Estoppel Certificate for 1847 Lysdale Lane at the South St. Paul Airport

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution No. 2025-74 Approving the Landlord Estoppel Certificate for 1847 Lysdale Lane at the South St. Paul Airport

OVERVIEW

The City Council is required to approve agreements at the airport. Both Wings, LLC entered into a lease with the City of South St. Paul on August 21, 2023 for 1847 Lysdale Lane.

The First State Bank of Rosemount has a security interest in the hangar built on the leased ground and would like a Landlord Estoppel Certificate signed to indicate as such.

Airport staff recommends approval of these agreements.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Resolution 1847 Lysdale Lane Landlord's Estoppel Certificate
2. 1847 Lysdale Landlord Estoppel Certificate (Both Wings, LLC)

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-74

**RESOLUTION RELATING TO AIRPORT:
APPROVING AGREEMENTS WITH BOTH WINGS, LLC AT THE SOUTH ST. PAUL
AIRPORT.**

WHEREAS, The City Council has reviewed and considered an Landlord Estoppel Certificate for a certain ground lease, Both Wings, LLC (Lessee), with regard to the following described property:

Lot 9, Block 1, Airport Rearrangement 4th Addition , also known as 1847 Lysdale Lane

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul, Minnesota, that the Assignment of Lease is approved, and the Mayor and City Clerk are authorized and directed to execute the assignor's consent to the Change of Control, in the name on behalf of the City.

Adopted this 21st day of July 2025.

City Clerk

LANDLORD'S ESTOPPEL CERTIFICATE

RECORDATION REQUESTED BY:

THE FIRST STATE BANK OF ROSEMOUNT
3025 145TH ST W
BOX 479
ROSEMOUNT, MN 55068

WHEN RECORDED MAIL TO:

THE FIRST STATE BANK OF ROSEMOUNT
3025 145TH ST W
BOX 479
ROSEMOUNT, MN 55068

SEND TAX NOTICES TO:

BOTH WINGS LLC
9238 CHENEY TRAIL
INVER GROVE HEIGHTS, MN 55076

THIS LANDLORD'S ESTOPPEL CERTIFICATE dated July 10, 2025, is made and executed among BOTH WINGS LLC; A MINNESOTA LIMITED LIABILITY CORPORATION ("Grantor"); THE FIRST STATE BANK OF ROSEMOUNT, 3025 145TH ST W, BOX 479, ROSEMOUNT, MN 55068 ("Lender"); and City of South Saint Paul, 125 Third Avenue North, South Saint Paul, MN 55075 ("Landlord").

Grantor and Lender have entered into, or are about to enter into, a financial transaction whereby Lender has acquired or will acquire a security interest or other lien on Grantor's leasehold interest in the Property described below.

To induce Lender to extend one or more loans or other financial accommodations to Grantor against such security interest in the Property and for other valuable consideration, with knowledge that Lender is relying thereon, Landlord and Grantor hereby agree with Lender as follows:

THE LEASE. Landlord has leased the Property to Grantor pursuant to a lease (the "Lease") dated August 21, 2023. The following information is a summary of the basic terms and conditions of the Lease: The term of this Lease ("Term") shall be ten (10) years commencing on August 21, 2023 (Commencement Date), unless earlier terminated as provided in this Lease.

REAL PROPERTY DESCRIPTION. The Lease covers the following described real property, together with all improvements thereon (the "Real Property") located in Dakota County, State of Minnesota:

Lot 9, Block 1, Airport Rearrangement 4th Addition, Dakota County, Minnesota

The Real Property or its address is commonly known as 1847 Lysdale LN, South Saint Paul, MN 55075. The Real Property tax identification number is 36-11133-01-090.

ESTOPPEL. Landlord and Grantor hereby jointly and severally represent and warrant to Lender that:

Lease in Effect. The Lease (i) has been duly executed and accepted by Landlord and Grantor, (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally, except as reflected in the copy of the Lease provided to Lender.

No Default. As of the date of this Certificate, (i) all conditions and obligations to be performed by either Landlord or Grantor under the Lease, to the date hereof, have been satisfied; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of either Landlord or Grantor under the Lease, including any against rents due or to become due under the terms of the Lease.

Entire Agreement. The Lease constitutes the entire agreement between Landlord and Grantor with respect to the Lease of the Property.

**LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)**

Loan No: 6048602

Page 2

No Prepaid Rent. No deposits or prepayments of rent have been made in connection with the Lease, except as may be described above in the summary description of the Lease.

AGREEMENTS. Landlord and Grantor hereby jointly and severally agree with Lender that, during all such times as Lender is the beneficiary of the security interest in the Property described above:

Modification, Termination and Cancellation. Landlord and Grantor will not consent to any modification, termination or cancellation of the Lease unless Lender first consents thereto in writing.

Notice of Default. Landlord will notify Lender in writing concurrently with any notice given to Grantor of any breach or default on the part of Grantor under the Lease, and Landlord agrees that Lender shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Landlord will not declare a default of the Lease, if Lender cures such default within thirty (30) days from and after expiration of the time period provided in the Lease for the cure thereof by Grantor; provided, however, that if such default cannot with diligence be cured by Lender within such thirty (30) day period, the commencement of action by Lender within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence.

MISCELLANEOUS PROVISIONS. This Certificate shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Certificate. This Certificate shall be governed by and construed in accordance with the laws of the State of Minnesota. If Landlord is other than an individual, any agent or other person executing this Certificate on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Certificate on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Certificate unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Certificate shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision.

GRANTOR AND LANDLORD EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S ESTOPPEL CERTIFICATE, AND EACH AGREES TO ITS TERMS. THIS CERTIFICATE IS DATED JULY 10, 2025.

GRANTOR:

BOTH WINGS LLC

By:  7/10/25
MATTHEW I BOTH, Member of BOTH WINGS LLC Date

LANDLORD:

CITY OF SOUTH SAINT PAUL

By: _____
Signature for City of South Saint Paul Date

LENDER:

THE FIRST STATE BANK OF ROSEMOUNT

X  7/10/2025
TOM OBARSKI, Loan Officer Date

This Landlord's Estoppel Certificate was drafted by:

TOM OBARSKI, LOAN OFFICER
THE FIRST STATE BANK OF ROSEMOUNT
3025 145TH ST W
ROSEMOUNT, MN 55068



CITY COUNCIL AGENDA REPORT

DATE: July 21, 2025
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.L.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Right of First Refusal with Praba Manivasager

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution No. 2025-75, Approve Right of First Refusal at the South St. Paul Airport

OVERVIEW

Praba Manivasager is considering leasing a hangar lot in the West Hangar Area at the airport. Mr. Manivasager is working on the construction plans and finalizing the details and costs to build the hangar as soon as possible.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Right of First Refusal - Praba Manivasager
2. ROFR - Manivasager Resolution

RIGHT OF FIRST REFUSAL AGREEMENT TO LEASE WEST SIDE HANGAR LOT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (Agreement) is made, entered into and effective this 21st day of July, 2025, by and between City of South St. Paul, a Minnesota municipal corporation, (City) and Praba Manivasager (Prospective Tenant). For and in mutual consideration and subject to the terms and conditions of this Agreement, and in reliance upon the representations, recitals, warranties and covenants of the parties herein contained, the parties hereby agree as follows:

ARTICLE 1 **RECITALS**

Recital No. 1. Prospective Tenant desires to lease certain real property from City for the purposes of constructing and utilizing an aircraft hangar.

Recital No. 2. Prospective Tenant intends to incur certain expenses, including, but not limited to, design and architectural services related to its proposed utilization of the Hangar Property.

Recital No. 3. Prospective Tenant desires to purchase a leasehold Right of First Refusal to lease the Hangar Property so as to prevent Prospective Tenant from incurring unnecessary expenses, in the event the City leases the Hangar Property to someone else prior to the City entering into a lease with Prospective Tenant.

ARTICLE 2 **DEFINITIONS**

2.1 Terms. The following terms, unless elsewhere defined specifically in this Agreement, shall have the following meanings as set forth below.

2.2 City. “City” means the City of South St. Paul, Minnesota, a Minnesota municipal corporation.

2.3 Prospective Tenant. Prospective Tenant means Praba Manivasager

2.4 Hangar Property. “Hangar Property” means, individually and collectively, that certain real property located in the County of Dakota, State of Minnesota, described and identified on the attached Exhibit A. Hangar Property shall also include all of the right, title and interest of the City in and to any easements, access, permits, rights-of-way, privileges, appurtenances and right to the same belonging to or inuring to the Hangar Property.

ARTICLE 3
RIGHT TO LEASE

3.1 Right To Lease For Hangar Construction. From the date of this Agreement until July 21, 2025, City shall not lease the Hangar Property without first providing Prospective Tenant a right to lease the Hangar Property. If City desires to lease the Hangar Property to another identified third party tenant, then City shall provide Prospective Tenant with a written offer that comprises the following:

- a) written notice to Prospective Tenant of intent to lease;
- b) an outline of all the other terms and conditions of the proposed lease;
- c) the total proposed lease amount.

Prospective Tenant shall have ten (10) days from such offer to elect in writing to lease the Hangar Property for the price and in the manner described in the offer. If Prospective Tenant within the ten (10) day period elects to lease, then Prospective Tenant shall provide written notice to the City and the lease shall be executed within twenty (20) days after Prospective Tenant has given such written notice.

If as a result of the process set forth above, Prospective Tenant has not elected to lease, then the City shall have the right to lease the Hangar Property to the third party tenant.

3.2 Payment/Lease Credit. As consideration for the Right of First Refusal granted to Prospective Tenant in Section 3.1 above, Prospective Tenant has paid City \$100.00 the receipt of which City acknowledges. In the event that the parties enter into a lease for the Hangar Property, the \$100.00 payment shall be credited, by City, to rent payable thereunder.

3.3 Termination. The rights granted to Prospective Tenant hereunder, including, specifically the Right of First Refusal created by Section 3.1, shall terminate on the earlier of the following:

- a.) December 21, 2025.
- b.) Such time as the Prospective Tenant and City enter into a lease for the Hangar Property.

ARTICLE 4

MISCELLANEOUS

4.1 Headings. The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.

4.2 Modifications. All modification to this Agreement must be in writing and signed by the parties hereto.

4.3 Entire Understanding. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior arrangements and understandings between the parties hereto.

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

4.5 Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

4.6 Binding Upon the Hangar Property. This Agreement runs with the Hangar Property and shall be binding upon the Hangar Property.

4.7 Binding Upon Parties and Assigns. This Agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

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

ARTICLE 5
NOTICE TO PUBLIC

5.1 Notice to Public. Upon recording, this Agreement shall serve as notice to the public of Custom Services Group Inc. right of first refusal to lease the Hangar Property.

ARTICLE 6
NOTICES

Any notices hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to City:	South St. Paul Airport Attention: Airport Manager 1725 Henry Ave. South St. Paul, MN 55075
If to Prospective Tenant:	Praba Manivasager 5924 Bradbury Court Inver Grove Heights, MN 55076 prabam@gmail.com 612-290-5886

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the day of mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove first set forth.

City of South St. Paul

By: _____
James P. Francis
Its: Mayor

By: _____
Deana Werner
Its: City Clerk

By: _____
Praba Manivasager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me, a notary public, on the _____ day of _____, 2025, by James P. Francis and Deana Werner, the Mayor and City Clerk respectively of the City of South St. Paul, a Minnesota municipal corporation on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me, a notary public, on the _____ day of _____, 2025, by Praba Manivasager.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF HANGAR PROPERTY

Lot 12, Block 2, Airport Rearrangement 4th Addition.

According to the plat thereof on file and of record in the office of the Dakota County Recorder.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-75

**RESOLUTION RELATING TO AIRPORT:
APPROVE RIGHT OF FIRST REFUSAL
AT FLEMING FIELD WITH PRABA MANIVASAGER**

WHEREAS, The City Council has reviewed and considered a Right of First Refusal for Lot 12, Block 2, Airport Rearrangement 4th Addition (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 21st day of July, 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE:

July 21, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

11.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Wakota Business Park Development Application

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution #2025-78 approving a preliminary plat, site plan, and variance for the Wakota Business Park.

OVERVIEW

Application

The Applicant, Danner Family Limited Partnership, is requesting the following City approvals to develop part of their property on Hardman Avenue South into the proposed Wakota Business Park:

1. A Preliminary Plat. *The proposed plat will re-subdivide 843 Hardman Avenue South and an adjacent vacant parcel to create a new 6.96-acre buildable lot and a 17.48-acre outlot which can be subdivided again for future phases of the business park development.*
2. A Site Plan Review for Building #1 of the proposed business park which is a proposed 79,200 square foot office-warehouse.
3. A variance to allow Building #1 to be developed with more than 30% of the parcel being covered by impervious surfaces. *The property is technically in the Shoreland overlay district and subject to an impervious surface limit because FEMA's maps show it to be within the 100-year floodplain, even though the entire parcel is raised on fill and no longer susceptible to flooding. City Staff met with the DNR in early June and they have expressed preliminary support for removing this area from the Shoreland overlay district in the near future via an ordinance amendment.*

Background

Danner Family Limited Partnership owns roughly 34 acres of land along Hardman Avenue South. They own a 9.47-acre parcel with a building on it which has an address of 843 Hardman Avenue South. They also own a 22.86-acre vacant parcel just south of their building and a 1.25-acre outlot on the other side of the railroad tracks from their building. The parcel configuration of the 34-acre property was originally very messy but it was cleaned up to create the current lot and block configuration with the Wakota Addition plat which was recorded in 2015.

The Danner Family Limited Partnership (Danner) has owned a large piece of property along Hardman Avenue South since the 1980's. In the 1960s and the 1970s, the southwestern portion of the site was part of the former South St. Paul Dump. This use contributed to the poor soil conditions on site which prevented the 17-acre parcel from being immediately buildable. In 1988, the City approved an interim use permit that allowed Danner to operate a rock crusher as part of a program of reclaiming the site and preparing the land to be buildable. Danner operates a road construction business, and they hauled in material from their road construction projects throughout the metro area, crushed that material at their SSP property, and then piled that material around their SSP property to surcharge the land and stabilize the soil.

In 1996, Danner Inc. acquired an additional 23.33 acres of land directly east of their existing property from the City of South St. Paul. The land was an old settling pond site which was tied to SSP's former sewage treatment plant. The site had terrible soil conditions and was largely unbuildable in 1996, but the City believed that the land had the potential to be made buildable if enough grading, filling, and surcharging activity occurred. Danner Inc. proposed to make this happen by expanding the grading, filling, and surcharging activities that they were already undertaking on their adjacent property. The City agreed to sell the 23.33-acre property to Danner Inc. for a nominal fee with the understanding that Danner Inc. would have eight years to grade and fill the property, surcharge it to correct the soil conditions, and turn it into a buildable lot for a redevelopment project that would bring new commercial or industrial buildings to town and add to the property tax base.

The planned redevelopment has taken longer than originally contemplated in 1996, but the Applicant's proposed Wakota Business Park is consistent with the City's original goals for the redevelopment of this property and consistent with the recently approved South Concord Corridor Small Area Plan.

Wakota Business Park Proposal

Over the years, Danner Family Limited Partnership has repeatedly reached tentative deals to sell their land on Hardman Avenue South to a third-party developer to construct an industrial development, but all the deals have fallen through. In 2024, City Staff met with the president of Danner Family Limited Partnership, Marlon Danner, to discuss a concept plan that he and his grandson Bryan Chirhart had put together to develop their own multi-building industrial park on

Hardman Avenue South. The Danner family's goal is to develop the site themselves and then hold the property long-term so that the buildings can be a continuous source of rental income for the family. Marlon Danner passed away in June of 2024 and Mr. Chirhart is now leading the project on behalf of the family.

Mr. Chirhart has partnered with real estate firm CBRE and they have engaged engineering consultant Kimley Horn to assist them with the development of an industrial park on the subject property. The proposed Wakota Business Park will likely feature three large office-warehouse buildings, although it is possible that Building #2 and Building #3 will be combined into one very large building. The development team is working hard to make redevelopment a reality and the City has been supporting these efforts. The City assisted the development team in getting a grant for Phase 1 and Phase 2 environmental assessments and the preparation of a Response Action Plan. In April of 2025, the City submitted a grant application for the Metropolitan Council's tax base revitalization account (this grant was awarded but with a lesser amount than the original request), a second grant application for DEED's contamination cleanup program (this grant is still pending), and a Dakota County CDA Redevelopment Incentive Grant of \$250,000 was also awarded in June 2025. Additionally, the City was successful in getting federal funds to help pay for the extension of Verderosa Avenue to connect to Hardman Avenue and serve this development and the redevelopment of the adjacent MCES parcel that is owned by the City.

Zoning and Comprehensive Plan Guidance

The proposed Wakota Business Park is zoned I-Industrial. It is currently guided "Light Industrial" in the 2040 Comprehensive Plan. However, the South Concord Corridor Small Area Plan that was approved by the City Council on June 16, 2025 calls for a comprehensive plan amendment that would re-guide this property and adjacent properties towards "Industrial." After the comprehensive plan is amended, the zoning and guidance will be fully in agreement.

The subject property is technically located within three different environmental overlay areas:

1. It is located within the Mississippi River Critical Corridor Area (MRCCA) overlay district.
2. It is located within the area that FEMA has mapped as the 100-year floodplain which means that it is subject to the "Flood Fringe" standards for the City's floodplain overlay district.
3. The property is more than 300 feet from the river and therefore would not automatically be considered part of the Shoreland overlay district. However, the City Code states that any property that is in FEMA's mapped floodplain or flood fringe district is also considered to be in the Shoreland overlay district. Properties within the Shoreland overlay district are not allowed to have more than 30% coverage by impervious surfaces unless a PUD approval or variance is granted.

The Applicant is proposing to develop Building #1 speculatively, and they do not have any confirmed tenants. The I-Industrial district has some uses that can be moved into a building

without additional zoning approvals such as manufacturing and warehousing. Some other types of uses would require additional action by the Planning Commission and City Council if a conditional use permit or interim use permit is needed.

PRELIMINARY PLAT

A detailed analysis of the proposed preliminary plat is contained in the attached Planning Commission report. To summarize:

- The Applicant has submitted a preliminary plat showing a subdivision that is proposed to be named “WAKOTA 2nd ADDITION.” The plat will re-subdivide the Applicant’s two existing buildable lots along Hardman Avenue South into three new parcels. The proposed subdivision meets City Code requirements and does not need any variances.
- The parcel that hosts the existing building at 843 Hardman Avenue South will shrink in size. It will go from being 9.47 acres in size to being approximately 6.35 acres in size. Part of the land in the original parcel will go towards right-of-way for a new public road that will eventually connect to Verderosa Avenue. Part of the land in the original parcel will go towards creating a new buildable parcel to the south.
- A buildable 6.96 acre parcel will be created just south of 843 Hardman Avenue South on the south side of the proposed new road.
- A 17.48-acre outlot will be created to the east of the buildable lots. This outlot can be re-subdivided in the future for additional phases of the Wakota Business Park once the Applicant knows what size they want to make the next building.
- Staff and the Planning Commission largely support the proposed subdivision "as is" but are recommending a condition of approval that the sidewalk plan be slightly reworked to match the sidewalk layout of the Bridgepoint Business Park. Bridgepoint has boulevards that are wide enough for landscaping and snow storage and this works better than a back-of-curb sidewalk. The Applicant has expressed a willingness to make this change.
- The final design of utility easements in the new subdivision will be coordinated between the Applicant's engineering team and the City Engineer. Any required changes will be

made at time of final plat.

- The Applicant is requesting that the new east-west road that they are building to serve their development be named "Marley Danner Drive." Per the City's street-naming policy (included as an attachment with the Planning Commission report), street names are ultimately decided by the City Council with a recommendation from the Planning Commission. The policy states that consideration of a street name may acknowledge major financial contributions which made the acquisition of property and/or construction and development possible. Marley Danner played a major role in reclaiming the subject property and making it buildable using both direct financial contributions and "sweat equity" with his grading, crushing, and filling operation. The Planning Commission is recommending that the City Council approve the name "Marley Danner Drive" for the new street. A final decision will need to be made at time of final plat.

SITE PLAN REVIEW

A detailed analysis of the site plan for the proposed office-warehouse building on Lot 1, Block 2 is contained in the attached Planning Commission report. To summarize:

- The proposed site plan meets code requirements except for impervious surface coverage, which will require a variance and parking lot landscaping requirements, which will require a minor revision to the site plan for the employee parking lot.
- The proposed building meets the City Code's architectural requirements for an industrial building. The exterior walls will consist of architecturally precast concrete panels, glass, and ACM panels. These are all considered high-quality Class I and Class II materials.
- The Applicant is providing a very generous amount of employee parking in front of the building and a large amount of trailer parking behind the building. This should set the building up for success regardless of what type of tenant(s) the building ultimately attracts.
- Buildings in the "flood fringe" part of the floodplain district must be protected from flooding by elevating the lowest floor of the building, including the basement floor, at or above the regulatory flood protection elevation. That elevation is 705 feet above sea level in this area. The building will be located between 706 and 709 feet above sea level and

will comply with the requirement.

- The building complies with MRCCA requirements and floodplain district requirements. It needs a variance because it is located in the Shoreland overlay district which results in a limit on impervious surface coverage.

VARIANCE

State law requires that some cities adopt a “Shoreland Ordinance” to protect surface water quality, near shore habitat, and shoreland aesthetics. This is done by regulating development within 1,000 feet of the edge of a lake or 300 feet from the edge of a river to prevent excessive runoff. South St. Paul currently has a Shoreland ordinance which primarily applies to the 300 feet of land closest to the edge of the Mississippi River. The existing Shoreland ordinance, which was adopted in 1981, contains a special provision that states that any land in the landward extension of the Floodplain district is also considered to be in the Shoreland overlay district. The subject property is approximately 1,400 feet away from the Mississippi River but is in the landward extension of the Floodplain district, thereby technically triggering the need to comply with the Shoreland district requirements.

South St. Paul’s Shoreland Ordinance limits the maximum amount of a lot that can be covered by impervious surfaces to 30%. Impervious surface is defined as a constructed hard surface that prevents water from entering into the soil and creates increased runoff. Common examples of impervious surfaces include buildings, parking lots, sidewalks, and heavily compacted soils that do not allow for water infiltration. The Applicant is proposing to develop the lot with approximately 57% impervious surface and has requested a variance from the 30% limit.

City Staff met with Dan Petrik and Ricky Hoffman of the DNR on June 5th to discuss the status of South St. Paul’s Shoreland Ordinance and its relationship to this project. The DNR and City Staff are in agreement that this property is only in the Shoreland district due to a technicality, and it is not necessary to enforce the impervious surface restriction on this property to protect the health of the river. The DNR stated that they would be open to working with the City to modify the Shoreland Ordinance to remove parcels on the South Concord Corridor from the Shoreland overlay district if they are further than 300 feet from the river. An ordinance amendment proposal will likely be brought to the City Council in the near future.

One additional reason why the Applicant's variance request is supportable is that the subject property has been raised on fill and is no longer susceptible to flooding. Furthermore, the site is already functionally impervious because of the way that the site has been filled (the soils at the site that were added as part of the grading, filling, and surcharging operation that has been happening on site since the 1990s are compacted and not very pervious). The proposed development will not further degrade the shoreland of the Mississippi River or local water quality. In fact, it should improve conditions because the development will include extensive landscaping improvements and the creation of new stormwater ponding. Part of the subject

property was previously a dump, and it is not good for the environment for stormwater to percolate through a dump before reaching the river. It is better for the dump area to be impervious and for the water to be collected and directed into a pond.

Staff has prepared findings in support of variance approval that can be found in the attached Planning Commission Report and in the draft approval resolution.

Public Hearing

The Planning Commission held a public hearing at their meeting on July 2nd. No members of the public submitted formal comments. The National Park Service was invited to the public hearing because the project is in MRCCA, and they commented that they did not have any concerns about the project. The DNR declined to provide formal comments.

The Planning Commission recommended approval of the preliminary plat, site plan, and variance with a 5-0 vote. With the same motion, they also recommended that the City Council approve the name "Marley Danner Drive" for the proposed east-west road that will serve the new business park.

Recommended Action

Approve Resolution #2025-78 approving a preliminary plat, site plan, and variance for the Wakota Business Park.

The new street will need to be officially named at time of final plat.

60-Day Review Deadline: August 16, 2025

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Resolution 2025-78
2. Planning Commission Memo

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-78

**A RESOLUTION APPROVING A PRELIMINARY PLAT, VARIANCE, AND SITE
PLAN FOR THE WAKOTA BUSINESS PARK**

WHEREAS, the City received an application from Danner Family Limited Partnership requesting the following approvals in order to develop part of their property on Hardman Avenue South into the proposed Wakota Business Park:

- A Preliminary Plat.
- A Site Plan Review for Building #1 of the proposed business park which is a proposed 79,200 square foot office-warehouse.
- A variance to allow Building #1 to be developed with more than 30% of the parcel being covered by impervious surfaces in the Shoreland overlay district.

WHEREAS, the subject property includes 843 Hardman Avenue South and the vacant parcel to the south (“the Property”); and is legally described as follows:

(See Exhibit A)

WHEREAS, the Planning Commission held a public hearing on the application at their July 2, 2025 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission recommended Approval (5 –0) of the application at their July 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 July 2, 2025 regarding this matter are hereby adopted and included herein by reference including the following attachments:
 - a. Site Location Map
 - b. Danner Redevelopment Concept Plan
 - c. Preliminary Plat
 - d. Site Plan for Proposed Building

- e. Proposed Building Elevations
- f. Grading and Drainage Plan
- g. Utility Plan
- h. Landscape Plan
- i. Photometric Plan
- j. ALTA Survey
- k. Applicant's Narrative
- l. Assistant City Engineer's Letter
- m. Street Naming Policy

2. Findings.

A. The City Council determines that the proposed Variance is consistent with the following criteria:

- i. That the variance is in harmony with the general purpose and intent of the ordinance

The ordinance is in reasonable harmony with the intent of the Shoreland Ordinance. The Shoreland ordinance is designed to protect local water quality, primarily by regulating development on land within 300 feet of the edge of the river. The development site is 1,300 feet away from the Mississippi River and the proposed development will have a positive impact on water quality because it involves landscaping improvements and stormwater management. City Staff and the DNR have discussed the need for an update to the City's Shoreland Ordinance that may have the effect of removing this area from the Shoreland overlay district entirely since this area does not align with the purpose and intent of the overlay district.

- ii. That the terms of the variance are consistent with the Comprehensive Plan.

The variance is consistent with the Comprehensive Plan, including the Critical Area Corridor Plan, as the project complies with the requirements for the Mississippi River Corridor Critical Area.

- iii. That economic considerations are not the reasoning for the variance.

Economic considerations are not the reason for the variance. It is not feasible to complete an industrial development without impervious surface coverage exceeding 30% due to the need for employee parking and staging areas for truck loading and truck movements. The Shoreland district regulations are a poor fit for this property which is largely in the Shoreland due to a technicality that requires any property shown on a

FEMA floodplain map to follow Shoreland regulations. The subject property has been raised on fill, is no longer susceptible to flooding, and has a Letter of Map Revision based on Fill.

- iv. That the Property Owner proposes to utilize the property in a reasonable manner.

The property owner is proposing to construct a light industrial warehouse building on site which is reasonable and consistent with the site's zoning.

- v. That the plight of the property is due to a unique circumstance not created by the property owner.

The need for the variance was not created by the property owner. The previous use of the property as a dump significantly impacted the property and the grading, filling, and surcharging that took place on site was necessary to correct the conditions created by the previous use. Additionally, the site is 1,300 feet away from the Mississippi River and is in the Shorelands district largely due to a technicality.

- vi. That the variance will not alter the essential character of the neighborhood.

The subject property is located in an industrial district and is surrounded by other industrial uses with the same or more impervious surface coverage. The impervious surfaces that would be added to the subject property would be consistent with the development pattern of the surrounding neighborhood.

- vii. The variance is consistent with the character and management purpose of the Shoreland District.

The variance is consistent with the purpose of the Shoreland District which is to protect surface water, near shore habitat, and shoreland aesthetics by regulating development within 300 feet of the Mississippi River. The subject property does not have frontage on the Mississippi River and is approximately 1,300 feet away from the shoreline of the Mississippi River. Additionally, the development will include a new stormwater treatment pond which will serve the site and prevent runoff from reaching the Mississippi River directly.

- viii. The variance will not be unduly detrimental to the Mississippi River or the shoreland of the Mississippi River.

The variance will not be detrimental to the Mississippi River or the shoreland of the Mississippi River. The subject property is approximately 1,300 feet away from the shore of the Mississippi River. The site has

already been improved with compacted fill which has created a functionally quasi-impervious surface that covers almost the entire lot. The proposed development will be beneficial to the Mississippi River and the shoreland of the Mississippi River because it will include landscaping improvements and stormwater management improvements. Today, most of the subject property is essentially a dirt/gravel no-man's land with very little vegetation.

- B. The City Council approves Preliminary Plat, Site Plan, and Variance, subject to the following conditions:

Planning/Zoning Conditions

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

a. Application (Danner Family Partnership)	dated 6/2/25
b. Revised Narrative (Kimley Horn)	dated 6/17/25
c. ALTA Survey (EFN)	dated 4/9/25
d. Preliminary Plat for WAKOTA 2nd ADDITION (EFN)	dated 6/17/25
e. Site Plan for Proposed Building (Kimley Horn)	dated 6/2/25
f. Building Elevations Sheet A3 (Lampert Architects)	dated 5/29/25
g. Grading and Drainage Plan (Kimley Horn)	dated 6/2/25
h. Utility Plan (Kimley Horn)	dated 6/2/25
i. Landscape Plan (Kimley Horn)	dated 6/2/25
j. Photometric Plan (Kimley Horn)	Not dated
k. Stormwater Management Plan (Kimley Horn)	dated 6/2/25

2. **Building Permit Required for Proposed Building.** The review and approval of the site improvements pursuant to the requirements of the City's adopted building and fire codes shall be in addition to the site plan review process. The site plan approval process does not imply compliance with the requirements of these codes.
3. **No Site Work Without Construction Permits.** No grading, fence construction, sign installation, or other site work may commence prior to the issuance of applicable construction permits by City Staff.
4. **Final Signed Geotechnical Report Required.** A final signed geotechnical report shall be submitted and approved by the City Engineer before grading permits or building permits will be issued.
5. **Impervious Surface Coverage Variance.** The new lot that hosts the proposed building (shown as Lot 1, Block 2) may exceed the impervious surface coverage percentage limit of the Shoreland overlay district so long as at least 15% of the lot is landscaped, as required in the I-Industrial zoning district.

6. **Planting Islands Required for Proposed Building's Employee Parking Lot.** The site plan for the proposed building's employee parking lot shall be revised so that it complies with the following provision of the City Code:

Planting islands. For each additional 3,000 square feet or a portion thereof of parking area beyond the first 3,000 square feet, one planting island of identical size to the neighboring parking space, but not less than 200 square feet, shall be installed within the interior of the parking lot, unless otherwise approved by the zoning administrator. All planting islands installed shall have six-inch integral concrete curb and gutter around the entire perimeter, and a landscaped interior.

7. **Compliance with Floodplain Districts Ordinance.** The proposed building is located on a parcel that is partially within FEMA's mapped 100-year floodplain which is considered the "flood fringe" district in the City's Floodplain Districts ordinance. The Applicant shall provide any materials that are required at time of building permit to demonstrate compliance with "flood fringe" regulations. If any part of the building is constructed within the mapped 100-year floodplain, the Applicant must submit an as-built survey following construction that demonstrates that the lowest floor elevation is at or above the regulatory flood protection elevation.
8. **Drainage and Utility Easement for Stormwater Pond.** The Applicant shall grant the City a drainage and utility easement over the entirety of the stormwater pond that will serve the proposed building on proposed Lot 1, Block 2. The Applicant shall be permitted to plat the pond as an outlot, provided that this can be done without creating any zoning nonconformities for other parcels within the development. The final form of the drainage and utility easement is subject to review and approval by the City Engineer and the City Attorney.
9. **Drainage and Utility Easement over Public Utilities.** The Applicant shall grant the City a utility easement on Lot 1, Block 1 for existing and proposed utility connections. At the City Engineer's discretion, the Applicant may also be required to provide 10-foot-wide perimeter drainage and utility easements around the newly platted lots. The final design of the easement(s) is subject to review and approval by the City Engineer and the City Attorney.
10. **Revised Civil Plans Needed.** The Applicant shall revise their civil plans to reflect that the right-of-way for the proposed Marley Danner Drive must be 66 feet in width and the portion that is platted as a half-street must be 33 feet in width.
11. **Setback of Existing Building at 843 Hardman Avenue South.** The final plat shall ensure that a 30-foot setback is maintained between the existing building's fuel canopy and the front property line along the proposed Marley Danner Drive unless a variance is granted.

- 12. Compliance with City Code's Performance Standards.** The facility must comply with all the City Code's performance standards relating to odor, noise, dust, glare, refuse handling, etc.
- 13. Design and Construction of Eastern Driveway Access for Proposed Building.** The proposed building is shown as having two driveway accesses along Marley Danner Drive. Unless otherwise authorized by the City Engineer, the Applicant will not be permitted to construct the easternmost driveway access onto Marley Danner Drive until after the public street has been fully designed. The final design and alignment of the easternmost access drive is subject to review and approval by the City Engineer.
- 14. Development Agreement.** The Applicant shall enter into a development agreement with the City.
- 15. Public Sidewalk Improvements along Hardman Avenue South.** The Applicant shall be responsible for constructing a public sidewalk along Hardman Avenue South which shall connect the Mississippi River Trail to the public sidewalk of the proposed Marley Danner Drive. The Applicant shall coordinate the sidewalk connection to the Dakota County trail system with Dakota County Staff. The Applicant shall revise their civil plans for the new sidewalk so that there is at least a 5-foot-wide grass boulevard with boulevard trees along Hardman Avenue South for snow storage and consistency with the design of Hardman Avenue on the north side of Interstate 494. The final design of the sidewalk and placement of boulevard trees is subject to review and approval by the City Engineer. The Applicant shall dedicate additional right-of-way to encompass the grass boulevard and the new public sidewalk, either in the final plat, or by written easement. The Applicant shall also dedicate an easement for the connection between the Mississippi River Trail and the public sidewalk.
- 16. Landscaping Requirements.** The Applicant shall revise the landscaping plan to ensure that all trees planted to satisfy landscaping requirements meet the minimum size requirements dictated in the City Code. The Applicant shall install and maintain landscaping that is consistent with the approved landscaping plan. Minor changes to the landscaping plan may be approved by the Zoning Administrator.
- 17. Landscaping Guarantee.** The Applicant shall establish a \$7,500 landscaping guarantee prior to obtaining their building permit for the proposed building. The security shall be maintained for at least one (1) year after the date that the last landscape materials have been planted. After one year has passed, the Applicant must replace any required landscape materials that are not alive or are in an unhealthy state. Once the City has confirmed that the replacements have been installed, the entire security may be released.
- 18. Stormwater Maintenance Agreement.** The Applicant shall enter into a stormwater maintenance agreement with the City for the proposed building's stormwater pond.

- 19. Mechanical Equipment Screening Plan.** A mechanical equipment screening plan shall be submitted as part of the building permit submittal for the proposed building. All ground-mounted and building-attached mechanical equipment shall be screened according to the standards contained within Code Section 118-9. All roof-mounted mechanical equipment shall be screened according to the standards contained within Code Section 118-242.
- 20. Trash Enclosure Required if there is Exterior Trash Handling.** All dumpsters stored outside of the building must be in an approved trash enclosure that meets zoning requirements.
- 21. SAC Fees.** The Applicant will be required to make a Sewer Access Charge (SAC) payment consistent with Metropolitan Council requirements at time of building permit for the proposed building.
- 22. Preliminary Plat Approval Expiration.** The preliminary plat approval shall expire within three years of the date of approval unless a final plat application has been submitted or an extension has been granted by the City Council. Unless otherwise approved by the City Council, no building permits, fence permits, sign permits, or other construction permits for the proposed new buildable lot shall be issued until the final plat has been approved and recorded with Dakota County.
- 23. Park Dedication Fee.** A park dedication cash-in-lieu fee will need to be paid. This fee will be calculated consistent with City policies.
- 24. Lapse of the Site Plan Approval.** Unless an extension is granted by the City Council, the site plan approval for the proposed building will lapse and terminate if improvements have not substantially begun within three years from the date of approval.
- 25. Approval From Other Agencies.** The Applicant shall be responsible for obtaining any required approvals from other agencies such as the Minnesota Pollution Control Agency (MPCA), Department of Natural Resources (DNR), and Minnesota Department of Health (MDH).

Engineering Requirements

26. City Engineer's Letter. The Applicant shall address the issues raised in the Assistant City Engineer's Letter dated June 20, 2025.

Adopted this 21st day of July, 2025.

City Clerk

ATTACHMENTS

- A- Legal Description
- B- City Engineer's Letter

ATTACHMENT A LEGAL DESCRIPTION

Existing Legal Description:

Parcel 1:

Lot 2, Block 1, Wakota Addition.

Dakota County, Minnesota
Abstract Property

Parcel 2:

Tract A:

That part of Lot 1, Block 1, Wakota Addition, lying Westerly of the Easterly line of the West half of vacated Humboldt Street extended (formerly known as Seventh Street) as dedicated in South St. Paul Syndicate Park No. 2, according to the recorded plat thereof.

Dakota County, Minnesota
Torrens Property

Tract B:

That part of Lot 1, Block 1, Wakota Addition lying Easterly of the following described line: Commencing at the Northwest corner of Government Lot 11, Section 35, Township 28 North, Range 22 West, Dakota County, Minnesota; thence Southerly, along the West line of said Government Lot 11, a distance of 300.00 feet to the Northerly line of Malden Street as dedicated; thence North 89 degrees 13 minutes 32 seconds East a distance of 672.63 feet to a point on the South line of said Lot 1, Block 1 and the beginning of the line to be described; thence North 2 degrees 11 minutes 13 seconds West to the Easterly extension of the North line of the South half of vacated Clinton Avenue, originally dedicated in "South Saint Paul Syndicate Park No. 2 Dakota Co., Minn.", according to the recorded plat thereof, and said line there terminating.

Dakota County, Minnesota
Torrens Property

Tract C:

Lot 1, Block 1, Wakota Addition, Except that part Lot 1, Block 1, Wakota Addition lying Easterly of the following described line: Commencing at the Northwest corner of Government Lot 11, Section 35, Township 28 North, Range 22 West, Dakota County, Minnesota; thence Southerly, along the West line of said Government Lot 11, a distance of 300.00 feet to the Northerly line of Malden Street as dedicated; thence North 89 degrees 13 minutes 32 seconds East a distance of 672.63 feet to a point on the South line of said Lot 1, Block 1, and the beginning of the line to be described; thence North 2 degrees 11 minutes 13 seconds West to the Easterly extension of the North line of the South half of vacated Clinton Avenue, originally dedicated in "South Saint Paul Syndicate Park No. 2 Dakota Co., Minn.", according to the recorded plat thereof, and said line there terminating.

And except that part of Lot 1, Block 1, Wakota Addition, lying Westerly of the Easterly line of the West half of vacated Humboldt Street extended (formerly known as Seventh Street) as dedicated in South St. Paul Syndicate Park No. 2, according to the recorded plat thereof.

Dakota County, Minnesota
Abstract Property

Resolution 2025-78

July 21, 2025

Page 10 of 13

Proposed Legal Description:

Parcel #1: Lot 1, Block 1, Wakota 2nd Addition

Parcel #2: Lot 2, Block 2, Wakota 2nd Addition

Parcel #3: Outlot A, Wakota 2nd Addition

ATTACHMENT B ASSISTANT CITY ENGINEER'S LETTER



City of South St. Paul

Engineering Department

June 20, 2025

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

RE: Wakota Business Park
Preliminary Plat and Site Plan Review

Dear Mr. Healy,

Engineering staff reviewed the submittal for the Wakota Business Park Development and have the following comments:

General Comments

1. Public improvement plans for the proposed Marley Danner Way are still being developed. The Developer shall enter into a Development Agreement with the City of South St. Paul at the time of final plat and plan approval. It is staff's understanding that the development of Lot 1 Block 2 is dependent on the public utilities being in place to serve the proposed building.
2. The Developer is responsible for acquiring all permits needed for the improvements, including, but not limited to a Watermain Plan Review (MDH), Sanitary Sewer Extension Permit (MPCA), NPDES permit and SWPPP, and City of South St. Paul building permit.
3. All public improvements must meet the standards of the City of South St. Paul and follow the City's standard specifications for construction and standard plates. The standard plates included in the plan set are not current. Applicant to coordinate with city staff to get the updated plates.
4. Applicant to provide a final geotechnical report signed by a licensed professional engineer with the State of Minnesota with the final plans. The geotechnical report included in the Stormwater Report is still labeled "DRAFT".
5. The draft geotechnical report details several options (soil corrections, soil surcharges, aggregate piers, etc.) for supporting the proposed building as the soil conditions at the site are not ideal. At the time of final plat and final plans, the applicant shall provide plans for how the building will be supported.

125 Third Avenue North | South St. Paul, MN 55075
Phone (651) 554-3210 | Fax (651) 554-3211
www.southstpaul.org



6. Applicant to review and update Heavy Duty Concrete Pavement Section detail on sheet C700. It currently reads 7 feet of concrete pavement.
7. Private utility installations or relocations are to be coordinated between the developer's design team, the contractor, and the private utility provider.

Preliminary Plat

1. Construction of the public roadway and utilities will require an easement on Lot 1 Block 1 for utility connections. The proposed public utilities will need to connect to existing watermain and sanitary sewer located on Lot 1 Block 1.
2. A drainage and utility easement is needed over the stormwater filtration basin on Lot 1 Block 2.

Street/Site Plan

1. Pedestrian ramps in public right-of-way must meet MnDOT standards. See MnDOT Standard Plan 5-297.250. Pedestrian ramps require 6" concrete walk.
2. Provide a 5-ft wide boulevard for snow storage between the sidewalk along Hardman Avenue and the curbline. Sidewalk must meet ADA standards for width and cross slope.
3. Applicant shall coordinate sidewalk connection to Dakota County trail system with Dakota County staff.
4. Applicant to provide truck turning movements from the proposed public streets into and out of the proposed development on Lot 1 Block 2 with final plan submittals.

Sanitary Sewer and Watermain

1. Construction of the public utilities will require the city to upsize the watermain along the 834 Hardman Ave property to complete the 8" loop from the Verderosa Ave Extension to the existing railroad crossing. This will have site impacts on Lot 1 Block 1.
2. Location of hydrants within the right-of-way are to be finalized with the public improvement plans. Hydrants for the site must be fed from the site's internal watermain system. Any internal hydrants are for fire protection use only and shall not be used for industrial purposes unless a hydrant meter is installed and payment is made to the City of South St. Paul.
3. Hydrants in paved areas shall be protected by bollards.
4. Applicant to update the final plans so that the approximate transformer location is not shown over the water service.
5. The elevation of the sanitary sewer service is to be finalized with the public improvement plans. Preliminary layouts suggest the proposed service on the Wakota Business Park site plans is feasible.

Grading & Stormwater Plan



City of South St. Paul

Engineering Department

1. A Stormwater Maintenance Agreement will be required with the final plat and final plans. City staff will prepare the agreement for Developer review and comment.
2. Energy dissipation measures, such as rip rap, are needed where pipes drain to the proposed stormwater filtration basin.
3. Applicant to add elevations or curb height call outs to the ADA stall access aisles in the parking lot to clarify where the ramp begins. There must be an ADA compliant route from the parking lot into the building.
4. Staff recommends moving STMH 401 to the curb line so that crews do not block drive lanes during maintenance activities.
5. Applicant to revise the filtration basin outlet to avoid having a pipe with 0.00% slope under the proposed public street.
6. Applicant to review the filtration basin bottom elevation and general filtration basin grading. The proposed bottom of the sand filter media is 695, but the groundwater elevation of boring ST-105 is 696.5.
7. Applicant to review the stormwater report narrative against what was entered in HydroCAD. The narrative says that a weighted CN of 90 was used for pre-development and CN of 91 was used for the post-development, but the HydroCAD reports show 89 for pre-development and 90 for post-development.

Erosion Control Plan

1. Per the city's fee schedule, an erosion control escrow of \$3,000 per acre will be collected with the building permit. The development on Lot 1 Block 2 will require an erosion control escrow of \$20,832.30 to be collected at the time of the building permit. This amount is based on the area of Lot 1 Block 2 as described in the preliminary plat dated June 17, 2025.
2. Erosion control measures (inlet protection, sediment control logs, silt fences, rock construction entrances, etc.) must be included in the final plans.

Landscaping Plan

1. Staff recommends that proposed trees be at least 10 feet from sanitary, water, or storm pipes for future maintenance and replacement needs.

Sincerely,

Kelsey Gelhar, P.E.
Assistant City Engineer

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PLANNING COMMISSION AGENDA REPORT

DATE: July 2, 2025
DEPARTMENT: Planning & Zoning
PREPARED BY: Michael Healy, Monika Miller
AGENDA ITEM NUMBER: 5.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Wakota Business Park Development Application

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

A motion recommending approval or denial of a preliminary plat, site plan, and variance for the Wakota Business Park.

OVERVIEW

Application

The Applicant, Danner Family Limited Partnership, is requesting the following City approvals to develop part of their property on Hardman Avenue South into the proposed Wakota Business Park:

1. A Preliminary Plat. *The proposed plat will re-subdivide 843 Hardman Avenue South and an adjacent vacant parcel to create a new 6.96-acre buildable lot and a 17.48-acre outlot which can be subdivided again for future phases of the business park development.*
2. A Site Plan Review for Building #1 of the proposed business park which is a proposed 79,200 square foot office-warehouse.
3. A variance to allow Building #1 to be developed with more than 30% of the parcel being covered by impervious surfaces. *The property is technically in the Shoreland overlay district and subject to an impervious surface limit because FEMA's maps show it to be within the 100-year floodplain, even though the entire parcel is raised on fill and no longer susceptible to flooding. City Staff met with the DNR in early June and they have expressed preliminary support for removing this area from the Shoreland overlay district in the near future via an ordinance amendment.*

Review Timeline

Completed Application Submittal: June 17, 2025

Planning Commission: July 2, 2025

Tentative City Council Meeting: July 21, 2025

60-Day Review Deadline: August 16, 2025

Background

Danner Family Limited Partnership owns roughly 34 acres of land along Hardman Avenue South. They own a 9.47-acre parcel with a building on it which has an address of 843 Hardman Avenue South. They also own a 22.86-acre vacant parcel just south of their building and a 1.25-acre outlot on the other side of the railroad tracks from their building. The parcel configuration of the 34-acre property was originally very messy but it was cleaned up to create the current lot and block configuration with the Wakota Addition plat which was recorded in 2015. The vacant parcel is Lot 1, the parcel with the building on it is Lot 2, and the outlot across the railroad tracks is OUTLOT B. The plat also created new road right-of-way and several other outlots which were deeded to the City for open space and other public purposes.

The Danner Family Limited Partnership (Danner) has owned a large piece of property along Hardman Avenue South since the 1980's. In the 1960s and the 1970s, the southwestern portion of the site was part of the former South St. Paul Dump. This use contributed to the poor soil conditions on site which prevented the 17-acre parcel from being immediately buildable. In 1988, the City approved an interim use permit that allowed Danner to operate a rock crusher as part of a program of reclaiming the site and preparing the land to be buildable. Danner operates a road construction business, and they hauled in material from their road construction projects throughout the metro area, crushed that material at their SSP property, and then piled that material around their SSP property to surcharge the land and stabilize the soil.

In 1996, Danner Inc. acquired an additional 23.33 acres of land directly east of their existing property from the City of South St. Paul. The land was an old settling pond site which was tied to SSP's former sewage treatment plant. The site had terrible soil conditions and was largely unbuildable in 1996, but the City believed that the land had the potential to be made buildable if enough grading, filling, and surcharging activity occurred. Danner Inc. proposed to make this happen by expanding the grading, filling, and surcharging activities that they were already undertaking on their adjacent property. The City agreed to sell the 23.33-acre property to Danner Inc. for a nominal fee with the understanding that Danner Inc. would have eight years to grade and fill the property, surcharge it to correct the soil conditions, and turn it into a buildable lot for a redevelopment project that would bring new commercial or industrial buildings to town and add to the property tax base.

The planned redevelopment has taken longer than originally contemplated in 1996, but the Applicant's proposed Wakota Business Park is consistent with the City's original goals for the redevelopment of this property and consistent with the recently approved South Concord Corridor Small Area Plan.

Wakota Business Park Proposal

Over the years, Danner Family Limited Partnership has repeatedly come close to reaching a deal to sell

their land on Hardman Avenue South to a third-party developer to construct an industrial development. In 2017, the City Council gave a development group called Scannell a Planned Unit Development approval for the construction of a 270,000 square foot FedEx distribution facility. That deal ultimately fell apart. For much of 2022, Danner Family Limited Partnership was under contract to sell their property to a development group called Capital Partners to construct a multi-building industrial park on the subject property. That deal also fell apart.

In 2023 and 2024, City Staff met with the president of Danner Family Limited Partnership, Marlon Danner, to discuss a concept plan that he and his grandson Bryan Chirhart had put together to develop their own multi-building industrial park on Hardman Avenue South. The Danner family's goal is to develop the site themselves and then hold the property long-term so that the buildings can be a continuous source of rental income for the family. Marlon Danner passed away in June of 2024 and Mr. Chirhart is now leading the project on behalf of the family.

Mr. Chirhart has partnered with real estate firm CBRE and they have engaged engineering consultant Kimley Horn to assist them with the development of an industrial park on the subject property. The proposed Wakota Business Park will likely feature three large office-warehouse buildings although it is possible that Building #2 and Building #3 will be combined into one very large building. The development team is working hard to make redevelopment a reality and the City has been supporting these efforts. The City assisted the development team in getting a grant for a Phase 1 environmental assessment. In April of 2025, the City submitted a grant application for the Metropolitan Council's tax base revitalization account (this grant was awarded but with a lesser amount than the original request) and a second grant application for DEED's contamination cleanup program (this grant is still pending). Additionally, the City was successful in getting federal funds to help pay for the extension of Verderosa Avenue to connect to Hardman Avenue and serve this development and the redevelopment of the adjacent MCES parcel that is owned by the City.

Zoning and Comprehensive Plan Guidance

The proposed Wakota Business Park is zoned I-Industrial. It is currently guided "Light Industrial" in the 2040 Comprehensive Plan. However, the South Concord Corridor Small Area Plan that was approved by the City Council on June 16, 2025 calls for a comprehensive plan amendment that would re-guide this property and adjacent properties towards "Industrial." After the comprehensive plan is amended, the zoning and guidance will be fully in agreement.

The subject property is technically located within three different environmental overlay areas:

1. It is located within the Mississippi River Critical Corridor Area (MRCCA) overlay district.
2. It is located within the area that FEMA has mapped as the 100-year floodplain which means that it is subject to the "Flood Fringe" standards for the City's floodplain overlay district. Development is allowed here but the finished floor of any new building must be at least 705 feet above sea level which is considered the regulatory flood protection elevation. The entire subject property has been

raised on fill to be more than 705 feet above sea level.

3. The property is more than 300 feet from the river and therefore would not automatically be considered part of the Shoreland overlay district. However, the City Code states that any property that is in FEMA's mapped floodplain district is also considered to be in the Shoreland overlay district. Properties within the Shoreland overlay district are not allowed to have more than 30% coverage by impervious surfaces unless a PUD approval or variance is granted.

The Applicant is proposing to develop Building #1 speculatively and they do not have any confirmed tenants. The I-Industrial district has some uses that can be moved into a building without additional zoning approvals such as manufacturing and warehousing. Some other types of uses would require additional action by the Planning Commission and City Council if a conditional use permit or interim use permit is needed.

Relevant City Code

The following code sections are relevant to this review:

- Chapter 114 of the City Code regulates subdivisions and the platting process.
- Section 118-9 establishes architectural requirements for the industrial zoning districts.
- Section 118-129 of the City Code governs the I Industrial Zoning District.
- Section 118-165 through Section 118-177 of the City Code regulates the Mississippi River Corridor zoning overlay district.
- Section 118-184 of the City Code regulates the Shoreland zoning overlay district.
- Section 118-185 of the City Code regulates the Floodplain districts.

- Sections 118-326 through Section 118-338 of the City Code regulate signage.
- Sections 118-351 through 118-355 of the City Code regulate parking and loading.

PRELIMINARY PLAT

Overview

The Applicant has submitted a preliminary plat showing a subdivision that is proposed to be named “WAKOTA 2nd ADDITION.” The plat will re-subdivide the Applicant’s two existing buildable lots along Hardman Avenue South into three new parcels:

- The parcel that hosts the existing building at 843 Hardman Avenue South will shrink in size. It will go from being 9.47 acres in size to being approximately 6.35 acres in size. Part of the land in the original parcel will go towards right-of-way for a new public road that will eventually connect to Verderosa Avenue. Part of the land in the original parcel will go towards creating a new buildable parcel to the south.
- A buildable 6.96 acre parcel will be created just south of 843 Hardman Avenue South on the south side of the proposed new road.
- A 17.48-acre outlot will be created to the east of the buildable lots. This outlot can be re-subdivided in the future for additional phases of the Wakota Bridgepoint Park once the Applicant knows what size they want to make the next building.

New Public Road and Proposed Name

The proposed development will be served by a new public road which will travel east-west through the development and connect with a north-south extension of Verderosa Avenue that the City was already planning to construct in 2026 to serve property that it owns on the north side of the levee (the MCES property). The City is exploring the construction of a new public works facility on its land along with the creation of buildable parcels that can be sold off for private development. Having a through-street connection will benefit both the proposed development and the future development of the City-owned parcel because it will mean that drivers in this area will have two potential ways to cross the train tracks which will help address challenges caused by train delays. The new public street is explicitly called for in the recently adopted South Concord Corridor Small Area Plan and will be instrumental in implementing the goals of the small area plan.

The City has hired engineering firm Kimley Horn to design the Verderosa Avenue roadway extension and the Applicant has hired a different Kimley Horn team to design their development. The two teams are coordinating to ensure that the design of the future road meets the City's needs and the developer's needs. The specifics of how construction of the road is phased and paid for will be worked out as a part of the development agreement and approved at time of final plat.

The Applicant is proposing to name their new east-west street "Marley Danner Drive" after the long-time patriarch of the Danner Family who passed away in 2024. Per the City's street-naming policy (attached), street names are ultimately decided by the City Council with a recommendation from the Planning Commission. The policy states that consideration of a street name may acknowledge major financial contributions which made the acquisition of property and/or construction and development possible. Marley Danner played a major role in reclaiming the subject property and making it buildable using both direct financial contributions and "sweat equity" with his grading, crushing, and filling operation. City Staff is supportive of naming the east-west road in the new plat after Marley Danner but ultimately this will be the City Council's decision.

Sidewalk Extension Along Hardman Avenue South

The City has a longstanding goal of ensuring that its industrial employment district by the river is served by sidewalks and trails so that employees have multiple commuting options. Employees may get off a Metro Transit bus on Concord Street and walk to work. Alternatively, they may bike commute on the Mississippi River Trail and then need to bike on city streets for a short distance to reach their place of employment. The Bridgepoint Industrial Park on the north side of Interstate-494 is served by a well-designed sidewalk system which features a grass boulevard and shade trees for improved pedestrian comfort.

The South Concord Corridor's industrial area is currently served by a sidewalk along Richmond Street East which transitions into the Mississippi River Trail. This sidewalk network needs to be built out further as the South Concord Corridor Small Area Plan is implemented. The proposed Marley Danner Drive will have a sidewalk on one side of it. The Applicant will need to fill in a small sidewalk gap between the Mississippi River Trail and Marley Danner Drive by building roughly 400 feet of sidewalk along Hardman Avenue South. This sidewalk should have the same design as the Hardman Avenue South sidewalk on the other side of the I-494 with a grass boulevard for snow storage along with boulevard trees. The Applicant will need to update their plans to reflect this design and some easements will be needed to cover the parts of the sidewalk that are not wholly within the existing platted right-of-way.

Setback of Existing Building at 843 Hardman Avenue South

Corner lots in the I-Industrial zoning district are required to have a 30-foot-deep front yard along both streets and no buildings are allowed to be placed in this front yard area. After the Wakota 2nd Addition plat is recorded, the parcel that hosts the existing building at 843 Hardman Avenue South will become a corner lot because of the creation of the new Marley Danner Drive. The Applicant has designed the plat to ensure that their existing building will maintain at least a 30-foot setback from the right-of-way line of the new road. If this changes prior to the final plat and the building can no longer meet the setback requirement, the Applicant will need to seek a setback variance.

Easements

Several easements will need to be added to the final plat that were not shown on the preliminary plat. The construction of the Marley Danner Way roadway and related utilities will require an easement over Lot 1, Block 1 for utility connections. The City's existing watermain line that runs through 843 Hardman Avenue will need a separate drainage and utility easement over it. The stormwater pond that is proposed to be constructed on Lot 1 of Block 2 will need a drainage and utility easement over it to allow for access and maintenance. Additionally, an access easement will be needed over the sidewalk connection from the Hardman Avenue South to the Mississippi River Greenway that cut through the southern part of Lot 1, Block 2.

The City's subdivision ordinance requires up to a 10-foot-wide drainage and utility easement around the perimeter of newly platted properties if deemed necessary by the City Engineer. The City Engineer will make a determination regarding whether additional perimeter drainage and utility easements are necessary and any required easements must be added to the final plat before it can be approved.

Park Dedication Fee

Under Minnesota State Statute, the City has the ability to charge a park dedication fee whenever residential, commercial, or industrial land is subdivided and at least one new lot is created on a property where park dedication fees have not previously been paid. Park dedication fees can be used for the creation of new park facilities but cannot be used for the maintenance of existing park facilities. The subject property did not pay park dedication fees in 2015 when the land was platted to create its current configuration in preparation for a proposed redevelopment. This means that Park Dedication fees will need to be paid for this subdivision. Park dedication fees are based on the average fair market value of land. The City Code specifies the maximum park dedication fees for an industrial property cannot exceed \$5,000 per acre. Staff will work with the City Attorney's office to determine the exact amount of park dedication fees. These fees will be included in the development agreement.

MRCCA Subdivision Considerations

To protect and enhance any natural and scenic values of the Mississippi River Corridor Area (MRCCA) during the development of large, undeveloped properties, certain types of subdivisions are required to set aside a fixed percentage of the subdivided land as protected open space. This requirement is generally triggered whenever 10+ acres that are directly adjacent to the Mississippi River are subdivided or 20+ acres that are not directly adjacent to the Mississippi River are subdivided. There are a few exceptions to the requirement. One of those exceptions is for minor subdivisions that consist of three or fewer total lots being created. While the total amount of land being subdivided for this project does exceed 20 acres, the proposed preliminary plat is for a 3-lot subdivision, so no open space will be required to be set aside. An earlier plat of this property that took place in 2015 dedicated 4.14 acres of land by the river to the City of South St. Paul to use as green open space (PID #36-83200-00-010). This City-owned parcel may eventually be used for stormwater ponding to support development in this area, but it is the City's intent that it be kept open/green and landscaped with appropriate vegetation so that it will add to river beautification and environmental protection efforts in this area.

Block Length

There is language in City Code Section 114-66 stating that whenever a new block is being created, that block cannot be more than 1,200 feet in length. This is a good rule in residential and commercial areas and supports efficient vehicular access and walkability. This rule does not work in industrial areas, because industrial developments frequently need much larger blocks for industrial businesses to function correctly. Currently, it requires a block length variance to complete a large-block industrial subdivision.

Other cities have resolved this issue by writing it into their subdivision ordinance that the City Council can allow longer blocks in industrial areas at their discretion. The City Council held a first reading for an ordinance amendment that would address this issue at their June 16th meeting. A second reading is tentatively scheduled for the July 7th meeting which means that this part of the Code will be updated before the City Council reviews this proposed development at their meeting on July 21st.

SITE AND BUILDING PLAN REVIEW FOR PROPOSED BUILDING #1

General Overview of Compliance with Zoning Requirements

The table below provides an overview of what parts of the site and building plan comply with the City Code and what parts of the plan would require a variance to move forward:

Requirement Type	Required by Code	Proposed
Overall Site		
Lot area	1 acre	6.96 acres
Lot Coverage By Buildings	20% min- 40% max	26.09%
Landscape Lot Area	15% min	42.9%
Impervious Surface Maximum	30%	57.1% Variance Needed
Building Setbacks		
Front Yard (From any frontage)	30 feet	208 feet from Hardman Avenue 34 feet from Proposed Marley Danner Way
Side Yard	20 feet	47.6 feet
Rear Yard	20 feet	157.5 feet
Parking Setbacks		

Front Yard (any street frontage)	20 feet	Over 100 feet from Hardman Avenue 34.5 feet from Proposed Marley Danner Way
Rear Yard	10 feet	Roughly 25 feet
Off-Street Parking Spaces		
Number of Off-Street Parking Spaces	1 parking space for each 2 employees on the maximum shift or 1 space for each 2,000 square feet of gross floor space	89 total spaces for a 79,200 square foot “spec” building with no tenants currently lined up: 70 spaces for employee or customer use (4 of which are van accessible parking spaces) 19 truck or trailer spaces
Is the Subject Property Located in Any of the Following Special Overlay District?		
Floodplain	Yes	
Shoreland	Yes	
MRCCA	Yes	

Landscaping

Properties in the I-Industrial zoning district must present a detailed landscaping plan prepared by a landscape architect or other qualified individual. The plan must show that at least 15% of the parcel is landscaped and should include overstory trees, understory trees, and appropriate plants and shrubs.

The Applicant’s site plan for the proposed building has 42.9% of the lot being landscaped/pervious which complies with the total landscaping area standard. In addition to the 15% requirement, the Code specifically states that in the Industrial zoning district:

1. The minimum number of overstory trees provided must equal the perimeter of the lot divided by 70.
2. The cost of the landscaping must be equal to at least 2% of the total project cost. *This number can be reduced by the City Council when the cost to construct a building exceeds \$1 million.*

The Applicant has proposed to install 47 trees of several different species. The planting list includes traditional shade trees, evergreen trees, and large ornamental trees. The number of trees provided exceeds the number of required trees. Several of the proposed trees listed on the planting schedule do not meet the minimum size requirements and the Applicant will need to revise their landscaping plan to ensure all trees

planting satisfy the minimum planting size requirement for landscape as listed in Section 118-243. The landscaping plan does not indicate a specific landscaping budget, though the building construction and site preparation costs greatly exceed \$1 million. Given the cost of the development as well as the attractive and robust landscaping plans for the site, Staff would feel comfortable with the City Council waiving the requirement that the cost of landscaping be equal to at least 2% of the total project cost.

Building Design

City Code Section 118-9 lays out architectural requirements for various types of buildings. The Code divides exterior building materials into five (5) different classes and requires different types of buildings to utilize materials from specific classes. Industrial and warehouse buildings are required to utilize at least two (2) different Class I or Class II building materials and the exterior facades must be at least 60% composed of these two materials. Additionally, walls that are visible from a public street, park, or public view from adjacent properties must be at least 75% Class I or II materials.

In addition to the material requirements, the architectural standards ordinance also contains the following design mandates for industrial projects:

- No wall that faces a public right of way, parks, the public view from adjacent properties or a residential use or district may have an uninterrupted length exceeding 100 feet without including at least two of the following: change in plane, change in texture or masonry pattern, windows, or an equivalent element that subdivides the wall into human scale proportions.
- Large, uninterrupted expanses of a single material may not be permitted, unless the design is obviously superior to the intent of this chapter as determined by the city council.

The Applicant's proposed building consists entirely of Class I and Class II materials. The majority of the building will be architecturally precast textured concrete panels (Class II) but there will also be a significant amount of glass and ACM panels on the western façade (both considered Class I). This will be an attractive modern office-warehouse building.

Parking

An industrial or warehouse facility is required to provide a "default" of at least one off-street parking space for each two employees on the maximum shift or one space for each 2,000 square feet of gross floor space, whichever is more. Deviations from the default requirements are allowed if the Applicant submits a parking and circulation plan and demonstrates to the Planning Commission and City Council that less parking is needed. The City Council has approval/denial authority over any deviations.

The proposed site plan shows 70 striped off-street parking spaces offered at the front of the building for employee and customer vehicles as well as a large parking area behind the building for truck trailers that are involved in warehousing operations. While the number of employees on the maximum shift is unknown, the 79,200 square foot footprint of the building triggers the need for at least 39 parking spaces to

be provided. The proposed amount of parking easily complies with the “default” parking requirements laid out in the City Code.

Private Sidewalk

The Applicant is proposing to build a private sidewalk along the front of their building for tenants to use to get between suites. Staff would highly encourage the Applicant to consider connecting this new private sidewalk to the public sidewalk along Marley Danner Drive so that tenants can get from the public sidewalk to the building without having to walk down the driveway. The Wakota Business Park will be located close enough to the Mississippi River Trail that many employees will want to go for walks at lunch. Making this simple sidewalk connection could be useful as the Applicant seeks to impress tenants and market their building.

Lighting

The Applicant has submitted a lighting and photometric plan that appears to comply with Section 118-245 of the City Code which regulates lighting, lighting fixtures, and glare.

Signage

Properties that are zoned I-Industrial are eligible to have up to 200 sq. ft of signage or a maximum amount of signage that is equal to one and one-half the lineal feet of the longest building frontage facing a public street, whatever is greater. The architectural plans for the site give a general idea of signage that would be installed at the subject property. The property would have approximately 3 wall signs on the west side of the building. The building façade along Hardman Avenue South is approximately 370 feet which would allow the property to have up to 555 sq. ft of signage. While exact information about signage plans for the site was not included, Staff does not expect that the total amount of signage onsite to exceed the allowable amount.

Height

The building will be 34 feet tall which will ensure that the ceiling height is sufficient for modern industrial tenants. Per the South Concord Corridor market study, most distribution-warehouse tenants are looking for a building with clear heights of between 28-36 feet. Other tenants are often fine with shorter clear heights.

As previously noted, the property is technically in the Shoreland district which limits building heights to 35 feet. The proposed building height will comply with this restriction.

Parking Lot Landscape Islands

Parking lots that are larger than 6,000 square feet in size are required to include landscape islands. The Applicant will need to slightly revise their site plan to incorporate a small number of landscape islands into their employee parking lot.

MRCCA

As previously mentioned, the subject property is located in the Mississippi River Corridor Critical Area. Each property in the MRCCA is assigned a zoning designation based on the use of the site. MRCCA has performance standards including structure height limitations, setbacks from designated natural resources (called Primary Conservation Areas or PCAs), vegetation management standards, land alteration standards, and subdivision and land development standards which vary in intensity depending on the MRCCA zoning district the property is in. The subject property's MRCCA zoning is UM, Urban Mixed District. The UM district is comprised of large areas of highly urbanized development that includes residential, institutional, commercial, and industrial uses.

The performance standards for properties in MRCCA are heavily impacted by whether any PCAs are within the boundaries of the subject property. The Department of Natural Resources (DNR) has mapped where they think PCAs are located to make it easier to determine what development standards apply to each property. The subject property contains floodplain areas and bluffs according to the DNR's PCA map but the bluff mapping is erroneous. The large piles of crushed material that were stored at the property by Danner Inc. were mistakenly mapped as a bluff when the DNR used lidar technology to determine ground elevations and establish bluff maps for the area. The DNR has stated that they are no longer updating their PCA map and it is the City's responsibility to determine whether a property contains a bluff during site plan review. Staff has made the determination that the manmade piles of fill and berms on the subject property are not bluffs. The proposed development complies with MRCCA requirements.

Floodplain District

The Floodplain District is an environmental overlay district that is intended to reduce flood hazards for properties located near a river or other bodies of water that flood. The Floodplain designation of a property is determined using the National Flood Insurance Maps that are published by FEMA. South St. Paul's floodplain ordinance contains two different districts: the Floodway district and the Flood Fringe District. A property's floodplain zoning is based on its FEMA Flood Hazard Area designation. The subject property is generally located in the Flood Fringe District. Properties in the Flood Fringe are generally considered to be a low flood risk and have a 1% annual chance of flooding (also known as the 100-year floodplain).

Buildings in the Flood Fringe district must be protected from flooding by elevating the lowest floor of the building, including the basement floor, at or above the regulatory flood protection elevation. Additionally, the raised fill must be extended 15 feet in all directions beyond the building. The regulatory floodplain elevation in this area is 705. The elevation of the site where the building will be located is between 706 and 709, which exceeds what is required. The site will comply with all Floodplain regulations.

Shoreland District

State law requires that some cities adopt a "Shoreland Ordinance" to protect surface water quality, near shore habitat, and shoreland aesthetics. This is done by regulating development within 1,000 feet of the edge of a lake or 300 feet from the edge of a river to prevent excessive runoff. South St. Paul currently has a Shoreland ordinance which primarily applies to the 300 feet of land closest to the edge of the Mississippi River. The existing Shoreland ordinance, which was adopted in 1981, contains a special provision that states that any land in the landward extension of the Floodplain district is also considered to be in the

Shoreland overlay district. The subject property is approximately 1,400 feet away from the Mississippi River but is in the landward extension of the Floodplain district, thereby technically triggering the need to comply with the Shoreland district requirements.

South St. Paul's Shoreland Ordinance limits the maximum amount of a lot that can be covered by impervious surfaces to 30%. Impervious surface is defined as a constructed hard surface that prevents water from entering into the soil and creates increased runoff. Common examples of impervious surfaces include buildings, parking lots, sidewalks, and heavily compacted soils that do not allow for water infiltration. The Applicant is proposing to develop the lot with approximately 57% impervious surface and has requested a variance from the 30% limit.

The City needs to the DNR's consent to modify the Shoreland ordinance. The City does not need the DNR's consent to grant variances from Shoreland regulations, but the DNR must be provided with an opportunity to comment. City Staff met with Dan Petrik and Ricky Hoffman of the DNR on June 5th to discuss the status of South St. Paul's Shoreland Ordinance and its relationship to this project. The DNR generally agrees with City Staff that this property is only in the Shoreland district due to a technicality and that it is not necessary to enforce the impervious surface restriction on this property to protect the health of the river. The DNR stated that they would be open to working with the City to modify the Shoreland Ordinance to remove all parts of the South Concord Corridor from the Shoreland overlay district if they are further than 300 feet from the river. The DNR has stated that the City may not even need to have a Shoreland overlay district anymore and it may be possible instead to simply add new language to the MRCCA overlay district to address impervious surface concerns for river-adjacent properties since all parts of the Shoreland overlay district are within the MRCCA overlay district. Combining the two overlay districts into one would make things much more straightforward for City Staff and property owners.

Variance for Impervious Surface Coverage

The Applicant does need an impervious surface variance but it is largely due to a technicality and Staff does not have any concerns about this setting a negative precedent. Over the last few decades, the Applicant has brought so much fill to the subject property that it is no longer susceptible to flooding. The entire property has been elevated so that it is more than 705 feet above sea level which is the regulatory flood protection elevation for this area. The Applicant successfully obtained a "Letter of Map Revision based of Fill" from FEMA in 2016 which eliminated the need for development on the property to secure flood insurance. A Letter of Map Revision based on Fill does not, however, officially remove a property from the floodplain map. The Applicant would need to obtain a full Letter of Map Revision in order to have their property removed from FEMA's floodplain maps entirely. The DNR explained to City Staff that the Applicant probably would be successful if they wanted to go through this process, but it is time-consuming, involves scientific review by hydrology experts, and there is a significant expense. It may or may not be worth the Applicant's time and money to go through the Letter of Map Revision process since there are other ways to move development projects forward under the existing zoning framework.

Staff finds the variance request to be supportable given the fact that this property is no longer susceptible to flooding and the site is already functionally impervious because of the way that the site has been filled (the soils at the site that were added as part of the grading, filling, and surcharging operation that has been happening on site since the 1990s are compacted and not very pervious). The proposed development will not further degrade the shoreland of the Mississippi River or local water quality. In fact, it should improve

conditions because the development will include extensive landscaping improvements and the creation of new stormwater ponding. Part of the subject property was previously a dump and it is not good for the environment for stormwater to percolate through a dump before reaching the river. It is better for the dump area to be impervious and for the water to be collected and directed into a pond.

In order to approve the variance, the Planning Commission will need to adopt findings that the request meets the variance criteria and that the variance will not negatively impact the Shoreland. Staff have drafted an analysis the Planning Commission can use if they wish to recommend approval of the variance:

1. That the variance is in harmony with the general purpose and intent of the ordinance

The ordinance is in reasonable harmony with the intent of the Shoreland Ordinance. The Shoreland ordinance is designed to protect local water quality, primarily by regulating development on land within 300 feet of the edge of the river. The development site is 1,300 feet away from the Mississippi River and the proposed development will have a positive impact on water quality because it involves landscaping improvements and stormwater management. City Staff and the DNR have discussed the need for an update to the City's Shoreland Ordinance that may have the effect of removing this area from the Shoreland overlay district entirely since this area does not align with the purpose and intent of the overlay district.

2. That the terms of the variance are consistent with the Comprehensive Plan.

The variance is consistent with the Comprehensive Plan, including the Critical Area Corridor Plan, as the project complies with the requirements for the Mississippi River Corridor Critical Area.

3. That economic considerations are not the reasoning for the variance.

Economic considerations are not the reason for the variance. It is not feasible to complete an industrial development without impervious surface coverage exceeding 30% due to the need for employee parking and staging areas for truck loading and truck movements. The Shoreland district regulations are a poor fit for this property which is largely in the Shoreland due to a technicality that requires any property shown on a FEMA floodplain map to follow Shoreland regulations. The subject property has been raised on fill, is no longer susceptible to flooding, and has a Letter of Map Revision based on Fill.

4. That the Property Owner proposes to utilize the property in a reasonable manner.

The property owner is proposing to construct a light industrial warehouse building on site which is reasonable and consistent with the site's zoning.

5. That the plight of the property is due to a unique circumstance not created by the property owner.

The need for the variance was not created by the property owner. The previous use of the property as a dump significantly impacted the property and the grading, filling, and surcharging that took place on site was necessary to correct the conditions created by the previous use. Additionally, the site is 1,300 feet away from the Mississippi River and is in the Shorelands district largely due to a technicality.

6. That the variance will not alter the essential character of the neighborhood.

The subject property is located in an industrial district and is surrounded by other industrial uses with the same or more impervious surface coverage. The impervious surfaces that would be added to the subject property would be consistent with the development pattern of the surrounding neighborhood.

7. The variance is consistent with the character and management purpose of the Shoreland District.

The variance is consistent with the purpose of the Shoreland District which is to protect surface water, near shore habitat, and shoreland aesthetics by regulating development within 300 feet of the Mississippi River. The subject property does not have frontage on the Mississippi River and is approximately 1,300 feet away from the shoreline of the Mississippi River. Additionally, the development will include a new stormwater treatment pond which will serve the site and prevent runoff from reaching the Mississippi River directly.

8. The variance will be unduly detrimental to the Mississippi River or the shoreland of the Mississippi River.

The variance will not be detrimental to the Mississippi River or the shoreland of the Mississippi River. The subject property is approximately 1,300 feet away from the shore of the Mississippi River. The site has already been improved with compacted fill which has created a functionally quasi-impervious surface that covers almost the entire lot. The proposed development will be beneficial to the Mississippi River and the shoreland of the Mississippi River because it will include landscaping improvements and stormwater management improvements. Today, most of the subject property is essentially a dirt/gravel no-man's land with very little vegetation.

DISCUSSION

This is a straightforward development proposal that largely complies with the City Code aside from the need for an impervious surface variance. City Staff is excited to see this property develop, and the roadway extension will be a key catalyst in realizing the South Concord Small Area Plan. The Planning Commission may want to discuss the following:

1. Do the Planning Commissioners have any questions about the environmental overlay districts and how they relate to this property?
2. Is the Planning Commission comfortable recommending approval for the Applicant's request to name the new east-west street "Marley Danner Drive?"

COMMENTS FROM OTHER DEPARTMENTS AND AGENCIES

City Engineer

The City Engineer has provided a comment letter which is included as an Attachment

Department of Natural Resources

The Minnesota DNR was invited to provide comments because the development site is in the Mississippi River Critical Corridor Area and partially in the Shoreland Overlay district. City Staff had a meeting with the DNR but they did not submit any formal comments in time for inclusion in the meeting packet. If they provide comments prior to the public hearing, City Staff will share the comments at that time.

National Park Service

The National Park Service was invited to provide comments on the development because the site is in MRCCA. If they provide comments prior to the public hearing, City Staff will share the comments at that time.

STAFF RECOMMENDATION

Staff recommends approval of the development application with the following conditions:

Planning/Zoning Conditions

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

- | | |
|---|-----------------------|
| a. Application (Danner Family Partnership) | dated 6/2/25 |
| b. Revised Narrative (Kimley Horn) | dated 6/17/25 |
| c. ALTA Survey (EFN) | dated 4/9/2025 |
| d. Preliminary Plat for WAKOTA 2nd ADDITION (EFN) | dated 6/17/25 |
| e. Site Plan for Proposed Building (Kimley Horn) | dated 6/2/25 |
| f. Building Elevations Sheet A3 (Lampert Architects) | dated 5/29/25 |
| g. Grading and Drainage Plan (Kimley Horn) | dated 6/2/25 |
| h. Utility Plan (Kimley Horn) | dated 6/2/25 |
| i. Landscape Plan (Kimley Horn) | dated 6/2/25 |
| j. Photometric Plan (Kimley Horn) | Not dated |
| k. Stormwater Management Plan (Kimley Horn) | dated 6/2/25 |

2. **Building Permit Required for Proposed Building.** The review and approval of the site improvements pursuant to the requirements of the City's adopted building and fire codes shall be in addition to the site plan review process. The site plan approval process does not imply compliance with the requirements of these codes.

3. **No Site Work Without Construction Permits.** No grading, fence construction, sign installation, or other site work may commence prior to the issuance of applicable construction permits by City Staff.
4. **Final Signed Geotechnical Report Required.** A final signed geotechnical report shall be submitted and approved by the City Engineer before grading permits or building permits will be issued.
5. **Impervious Surface Coverage Variance.** The new lot that hosts the proposed building (shown as Lot 1, Block 2) may exceed the impervious surface coverage percentage limit of the Shoreland overlay district so long as at least 15% of the lot is landscaped, as required in the I-Industrial zoning district.
6. **Planting Islands Required for Proposed Building's Employee Parking Lot.** The site plan for the proposed building's employee parking lot shall be revised so that it complies with the following provision of the City Code:

Planting islands. For each additional 3,000 square feet or a portion thereof of parking area beyond the first 3,000 square feet, one planting island of identical size to the neighboring parking space, but not less than 200 square feet, shall be installed within the interior of the parking lot, unless otherwise approved by the zoning administrator. All planting islands installed shall have six-inch integral concrete curb and gutter around the entire perimeter, and a landscaped interior.
7. **Compliance with Floodplain Districts Ordinance.** The proposed building is located on a parcel that is partially within FEMA's mapped 100-year floodplain which is considered the "flood fringe" district in the City's Floodplain Districts ordinance. The Applicant shall provide any materials that are required at time of building permit to demonstrate compliance with "flood fringe" regulations. If any part of the building is constructed within the mapped 100-year floodplain, the Applicant must submit an as-built survey following construction that demonstrates that the lowest floor elevation is at or above the regulatory flood protection elevation.
8. **Drainage and Utility Easement for Stormwater Pond.** The Applicant shall grant the City a drainage and utility easement over the entirety of the stormwater pond that will serve the proposed building on proposed Lot 1, Block 2. The Applicant shall be permitted to plat the pond as an outlot, provided that this can be done without creating any zoning nonconformities for other parcels within the development. The final form of the drainage and utility easement is subject to review and

approval by the City Engineer and the City Attorney.

9. **Drainage and Utility Easement over Public Utilities.** The Applicant shall grant the City a utility easement on Lot 1, Block 1 for existing and proposed utility connections. At the City Engineer's discretion, the Applicant may also be required to provide 10-foot-wide perimeter drainage and utility easements around the newly platted lots. The final design of the easement(s) is subject to review and approval by the City Engineer and the City Attorney.
10. **Revised Civil Plans Needed.** The Applicant shall revise their civil plans to reflect that the right-of-way for the proposed Marley Danner Drive must be 66 feet in width and the portion that is platted as a half-street must be 33 feet in width.
11. **Setback of Existing Building at 843 Hardman Avenue South.** The final plat shall ensure that a 30-foot setback is maintained between the existing building's fuel canopy and the front property line along the proposed Marley Danner Drive unless a variance is granted.
12. **Compliance with City Code's Performance Standards.** The facility must comply with all the City Code's performance standards relating to odor, noise, dust, glare, refuse handling, etc.
13. **Design and Construction of Eastern Driveway Access for Proposed Building.** The proposed building is shown as having two driveway accesses along Marley Danner Drive. Unless otherwise authorized by the City Engineer, the Applicant will not be permitted to construct the easternmost driveway access onto Marley Danner Drive until after the public street has been fully designed. The final design and alignment of the easternmost access drive is subject to review and approval by the City Engineer
14. **Development Agreement.** The Applicant shall enter into a development agreement with the City
15. **Public Sidewalk Improvements along Hardman Avenue South.** The Applicant shall be responsible for constructing a public sidewalk along Hardman Avenue South which shall connect the Mississippi River Trail to the public sidewalk of the proposed Marley Danner Drive. The Applicant shall coordinate the sidewalk connection to the Dakota County trail system with Dakota County Staff. The Applicant shall revise their civil plans for the new sidewalk so that there is at least a 5-foot-wide grass boulevard with boulevard trees along Hardman Avenue South for snow

storage and consistency with the design of Hardman Avenue on the north side of Interstate 494. The final design of the sidewalk and placement of boulevard trees is subject to review and approval by the City Engineer. The Applicant shall dedicate additional right-of-way to encompass the grass boulevard and the new public sidewalk, either in the final plat, or by written easement. The Applicant shall also dedicate an easement for the connection between the Mississippi River Trail and the public sidewalk.

16. **Landscaping Requirements.** The Applicant shall revise the landscaping plan to ensure that all trees planted to satisfy landscaping requirements meet the minimum size requirements dictated in the City Code. The Applicant shall install and maintain landscaping that is consistent with the approved landscaping plan. Minor changes to the landscaping plan may be approved by the Zoning Administrator.
17. **Landscaping Guarantee.** The Applicant shall establish a \$7,500 landscaping guarantee prior to obtaining their building permit for the proposed building. The security shall be maintained for at least one (1) year after the date that the last landscape materials have been planted. After one year has passed, the Applicant must replace any required landscape materials that are not alive or are in an unhealthy state. Once the City has confirmed that the replacements have been installed, the entire security may be released.
18. **Stormwater Maintenance Agreement.** The Applicant shall enter into a stormwater maintenance agreement with the City for the proposed building's stormwater pond.
19. **Mechanical Equipment Screening Plan.** A mechanical equipment screening plan shall be submitted as part of the building permit submittal for the proposed building. All ground-mounted and building-attached mechanical equipment shall be screened according to the standards contained within Code Section 118-9. All roof-mounted mechanical equipment shall be screened according to the standards contained within Code Section 118-242.
20. **Trash Enclosure Required if there is Exterior Trash Handling.** All dumpsters stored outside of the building must be in an approved trash enclosure that meets zoning requirements.
21. **SAC Fees.** The Applicant will be required to make a Sewer Access Charge (SAC) payment consistent with Metropolitan Council requirements at time of building permit for the proposed building.

22. **Preliminary Plat Approval Expiration.** The preliminary plat approval shall expire within three years of the date of approval unless a final plat application has been submitted or an extension has been granted by the City Council. Unless otherwise approved by the City Council, no building permits, fence permits, sign permits, or other construction permits for the proposed new buildable lot shall be issued until the final plat has been approved and recorded with Dakota County.
23. **Park Dedication Fee.** A park dedication cash-in-lieu fee will need to be paid. This fee will be calculated consistent with City policies.
24. **Lapse of the Site Plan Approval.** Unless an extension is granted by the City Council, the site plan approval for the proposed building will lapse and terminate if improvements have not substantially begun within three years from the date of approval.
25. **Approval From Other Agencies.** The Applicant shall be responsible for obtaining any required approvals from other agencies such as the Minnesota Pollution Control Agency (MPCA), Department of Natural Resources (DNR), and Minnesota Department of Health (MDH).

Engineering Conditions

26. **City Engineer's Letter.** The Applicant shall address the issues raised in the Assistant City Engineer's Letter dated June 20, 2025.

ACTION NEEDED

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

A. Motion to recommend approval of a preliminary plat, site plan, and variance for the Wakota Business Park.

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

B. Motion to recommend denial of a preliminary plat, site plan, and variance for the Wakota Business Park.

If the Planning Commission wants to recommend denial, it will require a specific finding that development application is not consistent with the City Code's variance criteria or some other part of the City Code.

LINKS

[South Concord Corridor Market Study](#)

[South Concord Corridor Small Area Plan](#)

SOURCE OF FUNDS

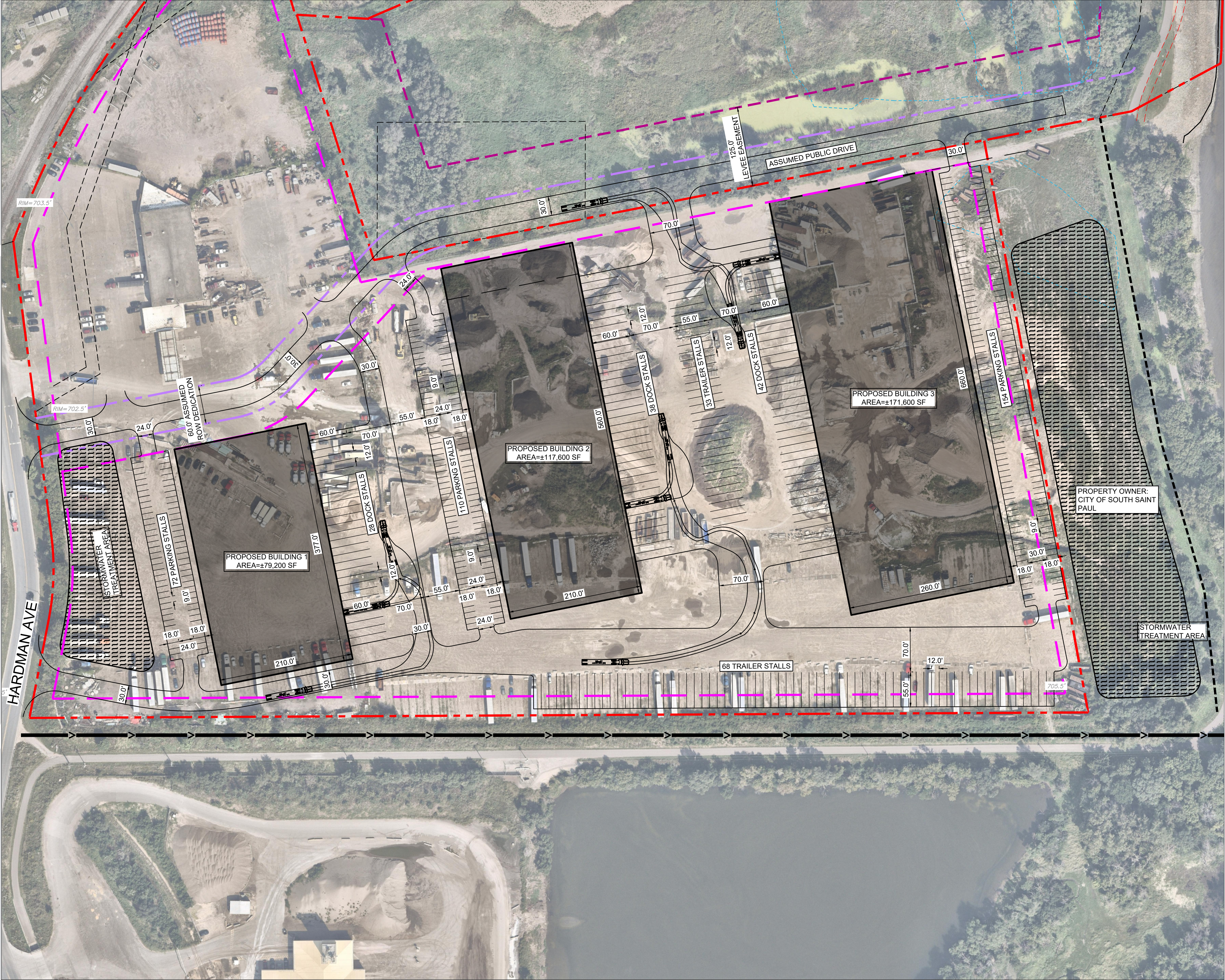
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ATTACHMENTS

1. Site Location Map
2. Danner Redevelopment Concept Plan
3. Preliminary Plat
4. Site Plan for Proposed Building
5. Proposed Building Elevations
6. Grading and Drainage Plan
7. Utility Plan
8. Landscape Plan
9. Photometric Plan
10. ALTA Survey
11. Applicant's Narrative
12. Assistant City Engineer's Letter
13. Street Naming Policy

ATTACHMENT 1
SITE LOCATION MAP





- LEGEND
- PROPERTY LINE
-
- PROPOSED PROPERTY LINE

694.0' X

ZONING SUMMARY	
EXISTING ZONING	I-INDUSTRIAL
PROPOSED ZONING	PUD / INDUSTRIAL
RIGHT-OF-WAY DEDICATION	39,004 SF / 0.90 AC
TOTAL PROPERTY AREA	1,091,973 SF / 25.07 AC
TOTAL BUILDING AREA	368,366 SF
FAR	0.34
MINIMUM FAR	0.20
PARKING SETBACKS	SIDE/REAR = 10' FRONT = 20'
BUILDING SETBACKS	FRONT = 30' SIDE = 20' REAR = 20'

ATTACHMENT 2

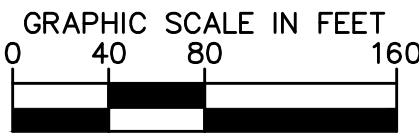
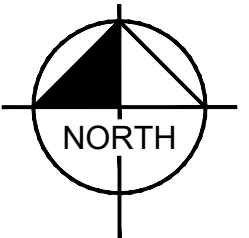
DANNER

REDEVELOPMENT

CONCEPT SITE PLAN



Know what's below.
Call before you dig.



ATTACHMENT 3
PRELIMINARY PLAT

LEGAL DESCRIPTION:

Parcel 1:

Lot 2, Block 1, Wakota Addition.

Dakota County, Minnesota
Abstract Property

Parcel 2:

Tract A:

That part of Lot 1, Block 1, Wakota Addition, lying Westerly of the Easterly line of the West half of vacated Humboldt Street extended (formerly known as Seventh Street) as dedicated in South St. Paul Syndicate Park No. 2, according to the recorded plat thereof.

Dakota County, Minnesota
Torrens Property

Tract B:

That part of Lot 1, Block 1, Wakota Addition lying Easterly of the following described line: Commencing at the Northwest corner of Government Lot 11, Section 35, Township 28 North, Range 22 West, Dakota County, Minnesota; thence Southerly, along the West line of said Government Lot 11, a distance of 300.00 feet to the Northerly line of Malden Street as dedicated; thence North 89 degrees 13 minutes 32 seconds East a distance of 672.63 feet to a point on the South line of said Lot 1, Block 1 and the beginning of the line to be described; thence North 2 degrees 11 minutes 13 seconds West to the Easterly extension of the North line of the South half of vacated Clinton Avenue, originally dedicated in "South Saint Paul Syndicate Park No. 2 Dakota Co., Minn.", according to the recorded plat thereof, and said line there terminating.

Dakota County, Minnesota
Torrens Property

Tract C:

Lot 1, Block 1, Wakota Addition, Except that part Lot 1, Block 1, Wakota Addition lying Easterly of the following described line: Commencing at the Northwest corner of Government Lot 11, Section 35, Township 28 North, Range 22 West, Dakota County, Minnesota; thence Southerly, along the West line of said Government Lot 11, a distance of 300.00 feet to the Northerly line of Malden Street as dedicated; thence North 89 degrees 13 minutes 32 seconds East a distance of 672.63 feet to a point on the South line of said Lot 1, Block 1, and the beginning of the line to be described; thence North 2 degrees 11 minutes 13 seconds West to the Easterly extension of the North line of the South half of vacated Clinton Avenue, originally dedicated in "South Saint Paul Syndicate Park No. 2 Dakota Co., Minn.", according to the recorded plat thereof, and said line there terminating.

And except that part of Lot 1, Block 1, Wakota Addition, lying Westerly of the Easterly line of the West half of vacated Humboldt Street extended (formerly known as Seventh Street) as dedicated in South St. Paul Syndicate Park No. 2, according to the recorded plat thereof.

Dakota County, Minnesota
Abstract Property

PROPOSED LEGAL DESCRIPTIONS:

Lot 1, Block 1, WAKOTA 2ND ADDITION.

Lot 1, Block 2, WAKOTA 2ND ADDITION.

Outlot A, WAKOTA 2ND ADDITION.

PROPOSED AREAS:

The area of Lot 1, Block 1, WAKOTA 2ND ADDITION is 273,625 square feet or 6.2816 acres.

The area of Lot 1, Block 2, WAKOTA 2ND ADDITION is 302,484 square feet or 6.9441 acres.

The area of Outlot A, WAKOTA 2ND ADDITION is 758,538 square feet or 17.4136 acres.

The area of Verderosa Avenue is 73,560 square feet or 1.6887 acres.

GENERAL SURVEY NOTES:

- The orientation of this bearing system is based on the Dakota County coordinate grid (NAD 83–2011 Adj.).
- The legal description and easement information used in the preparation of this survey is based on the Commitment for Title Insurance prepared by Commercial Partners Title as agent for Chicago Title Insurance Company, Commitment No. CP75074 dated March 21, 2025 at 7:00 am.
- The angular rotation measured clockwise from record bearings depicted on the plat of WAKOTA ADDITION to this survey is 00 degrees 28 minutes 36 seconds.
- The surveyed property has direct access to Hardman Avenue South, a public right of way.
- This survey shows only those Improvements visible during the field survey, some structures and improvements covered by ice and snow, or underground may not be shown

GOPHER STATE ONE CALL NOTE:

List of utilities notified per Gopher State One Call Ticket No. 250571097.

COMCAST	MNDOT
CITY OF SOUTH ST. PAUL	SPRINT/COGENT COMMUNICATIONS
CENTURYLINK – CTQLQ	MAGELLAN MIDSTREAM PARTNERS
MCI	XCEL ENERGY
METROPOLITAN COUNCIL (MCEs)	

SURVEY ITEMS PER SCHEDULE B:

- ITEM 10: Easement for transmission lines and related purposes in favor of Northern States Power Company, a Minnesota corporation, contained in Easement dated March 19, 1987, filed March 24, 1987, as Document No. 774651 (Abstract). (Parcel 1)
- As affected by Assignment and Assumption of Easements dated December 29, 2000, filed August 23, 2001, as Document No. 1805118 (Abstract).
- Said easement affects the surveyed property and is depicted hereon.
- ITEM 11: Easement for public street and public utilities and related purposes in favor of South Saint Paul, a Minnesota municipal corporation, contained in Easement dated October 31, 1979, filed May 9, 1980, as Document Nos. 560038 (Abstract) and 109838 (Torrens).
- Said easement for public street and public utilities is embraced within the dedicated right of way of Hardman Avenue South.
- ITEM 12: Terms and conditions of Declaration of Permanent Public Street Easement dated May 7, 2012, filed August 1, 2012, as Document No. 2884405 (Abstract).
- Said document does not affect the surveyed property.
- ITEM 13: Terms and conditions of and easement for public street, road, highway, utility and drainage and related purposes contained in Permanent Public Street, Drainage and Utility Easement Agreement dated April 27, 2012, filed August 21, 2012, as Document No. 2888698 (Abstract) and filed August 6, 2012, as Document No. T700640 (Torrens).
- Said easement for public street and public utilities is embraced within the dedicated right of way of Hardman Avenue South. Said easement for utility and drainage purposes affects the surveyed property and is depicted hereon.
- ITEM 14: Terms and conditions of and easements contained in Fourth Amended and Restated Agreement Relating To A Concrete Crushed Material Processing Fee dated December 4, 1995, filed August 24, 2012, as Document Nos. 2889656 (Abstract) and T701634 (Torrens).
- Said document affects the surveyed property. No plottable items to depict.
- ITEM 15: Terms and conditions of and levee easement contained in Resolution No. 2014–244 adopted December 15, 2014, filed January 8, 2015, as Document Nos. 3046420 (Abstract) and T740350 (Torrens).
- Said document affects the surveyed property. No plottable items to depict.
- ITEM 16: Terms and conditions of Resolution No. 2018–11 adopted January 2, 2018, filed February 26, 2018, as Document Nos. 3238925 (Abstract) and 789077 (Torrens).
- Said document affects the surveyed property. No plottable items to depict.
- ITEM 17: Subject to rights and easements for storm sewer, gas line and related purposes lying within vacated streets as evidenced in Quit Claim Deed dated April 9, 1991, filed May 21, 1991, as Document Nos. 986188 (Abstract) and 242236 (Torrens).
- Said easements do not affect the surveyed property and are depicted hereon for reference.
- ITEM 18: Terms and conditions of and flowage easement contained in Final Decree as to Dakota County Lands dated November 6, 1936, filed November 13, 1936, in Book 46 of Misc., Page 69, and in Final Decree as to the City of South Saint Paul Easements dated February 26, 1937, filed March 1, 1937, in Book 46 of Misc., Page 182.
- Said easement was quit claimed per Document No. A3245050/T790723 (See Item 22) .
- ITEM 19: Easement for ingress and egress, including the right to maintain existing gravel road as set forth in Warranty Deed dated December 29, 1969, filed April 24, 1973, as Document No. 415388, and in Quit Claim Deed dated December 29, 1969, filed April 24, 1973, as Document No. 415389.
- Said reserved easement affects the surveyed property and is depicted hereon.

- ITEM 20: Easement for electric transmission line in favor of Northern States Power Company contained in Easement dated May 4, 1955, filed May 17, 1955, in Book 64 of Misc., Page 383, and dated July 11, 1955, filed August 9, 1955, in Book 64 of Misc., Page 517.
- Said easement affects the surveyed property and is depicted hereon.
- ITEM 21: Easement for pipeline and related purposes in favor of Northern Natural Gas Company contained in Easement dated August 24, 1948, filed April 12, 1952, in Book 61 of Misc., Page 124, and dated September 10, 1957, filed October 24, 1957, in Book 70 of Misc., Page 236.
- Said Northern Natural Gas easement does not affect the surveyed property and is not depicted hereon.
- NOTE: Easement per Book 70 of Misc., Page 236 is a natural gas pipeline easement in favor of Northern States Power Company.
- ITEM 22: Terms and conditions of and rights of flowage in favor of the United States of America contained in Notice of Lis Pendens Fourth Condemnation dated June 4, 1931, filed July 25, 1931, as Document No. 1984 (Torrens), and as set forth in Amended Order and Decree of Registration filed April 6, 1981, as Document No. 115680 (Torrens), and further set forth in Final Certificate dated November 6, 1936, filed November 13, 1936, in Book 46 of Misc., Page 69; and in Final Decree as to the City of South Saint Paul Easements dated February 26, 1937, filed March 1, 1937, in Book 46 of Misc., Page 182.
- As affected by Quitclaim Deed dated April 3, 2018, filed April 11, 2018, as Document Nos. 3245050 (Abstract) and 790723 (Torrens).
- NOTE: A copy of Document No. 790723 (Torrens) does not appear memorialized onto Certificate of Title No. 161217.
- Said rights were quit claimed back to the owners of the surveyed property.
- ITEM 23: Easement for sewer purposes in favor of the City of South St. Paul contained in District Court Decree dated March 29, 1916, filed March 31, 1916, in Book Y of Misc., Page 522.
- Said document does not appear to contain an easement for sewer purposes.
- ITEM 24: Easements in favor of the City of South St. Paul, a Minnesota municipal corporation, contained in Easement dated January 17, 1984, filed April 10, 1984, as Document Nos. 651647 (Abstract) and 136308 (Torrens).
- Said easement does not affect the surveyed property and is depicted hereon for reference.
- ITEM 25: Terms and conditions of and easement for trail and related purposes in favor of Dakota County, a political subdivision of the State of Minnesota, its successors and assigns contained in Regional Transportation Trail Easement dated November 30, 2011, filed December 9, 2011, as Document No. T688261 (Torrens). (Parcel 2B)
- Said easement does not affect the surveyed property and is depicted hereon for reference.
- ITEM 26: Subject to Dakota County Right of Way Map No. 380, filed May 11, 2012, as Document Nos. 696140 (Torrens) and 2867502 (Abstract). (Parcel 2B)
- Said map does not affect the surveyed property and the parcels per said map are depicted hereon for reference.
- ITEM 27: Easement for spur track purposes contained in Warranty Deed dated October 20, 1964, filed October 22, 1964, as Document No. 36127 (Torrens).
- Said easement does not affect the surveyed property and is not depicted hereon.
- ITEM 28: Terms and conditions of and rights reserved as set forth in Resolution adopted December 19, 1983, filed April 10, 1984, as Document No. 651645 (Abstract).
- Said easements reserved do not affect the surveyed property and are depicted hereon for reference.
- ITEM 29: Terms and conditions of and easements contained in Resolution adopted December 19, 1983, filed April 10, 1984, as Document No. 651646 (Abstract).
- Said easements reserved do not affect the surveyed property and are depicted hereon for reference.

PRELIMINARY PLAT OF
WAKOTA 2ND ADDITION

OPTIONAL TABLE A ITEMS:

- Monuments have been placed at all major corners of the surveyed property described hereon, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
 - The address of the property described hereon is:

843 Hardman Avenue South, South St. Paul, MN 55075
 - The property described hereon lies within Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain), Flood Zone X–Other Flood Areas (Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood) and Flood Zone AE (Base Flood Elevations determined) per Federal Insurance Rate Map No. 27037 C 0044 E, dated December 2, 2011. The delineation lines between flood zones depicted hereon are subject to map scale uncertainty.
 - The total area of the property described hereon is 1,408,207 square feet or 32.32798 acres.
 - The contours depicted hereon are per elevation data collected while conducting the fieldwork.
The contour interval is 1 foot.
- PROJECT BENCHMARK: Top of Minnesota Department of Transportation Geodetic Monument "1985 AU 1" Elevation = 716.18 feet. (NAVD88)
- SITE BENCHMARK: Top of 5/8–inch rebar with cap marked "EFN CONTROL" on W/ly side of Hardman Avenue Elevation = 699.32 feet. (NAVD88)
- No zoning report or letter was received from the insurer pursuant to Optional Table A Item 6(a), as set forth in the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys.
 - Exterior building dimensions are depicted hereon.
 - The exterior building footprint area at ground level is depicted hereon.
 - The measured building height is depicted hereon.
 - Substantial features observed in the process of conducting the fieldwork are depicted hereon.
 - As of the date of this survey the property described hereon contains no striped parking spaces.
 - Existing utilities, services and underground structures shown hereon were located either physically, from existing records made available to us, by resident testimony, or by locations provided by Gopher State One Call, per Ticket No. 250571097. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Other utilities and services may be present and verification and location of all utilities and services should be obtained from the owners of the respective utilities prior to any design, planning or excavation.
 - The names of adjoining owners according to current tax records are depicted hereon.
 - The intersection of Hardman Avenue South & Interstate 494 is located approximately 400 feet from the northwest corner of the surveyed property.
 - As of the date of this survey there is no observable evidence of current earth moving work, building construction or building additions on the property described hereon.
 - The plottable offsite easements or servitudes disclosed in documents provided to the surveyor are depicted hereon.

CERTIFICATION:

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

Date of survey: March 10, 2025.
Date of signature: May 16, 2025.



Christopher A Terwedo
Minnesota License No. 53536
cterwedo@efnsurvey.com

FIELD BOOK	PAGE	FIELDWORK CHIEF:	REVISIONS			SURVEY FOR:	PROPERTY ADDRESS:	 475 Old Highway 8 NW, Suite 200 New Brighton, Minnesota 55112 PHONE: (612) 466-3300 WWW.EFNSURVEY.COM Egan, Field & Nowak, Inc. COPYRIGHT © 2025 By EGAN, FIELD & NOWAK, INC. land surveyors since 1872
		LCH, SS	NO.	DATE	DESCRIPTION			
		DRAWN BY:	1	2025/06/02	UPDATED ROW ROAD NAME			
		PMD	2	2025/06/17	UPDATED ROW WIDTH FOR DEDICATED ROAD			
		CHECKED BY:						
DRAWING NAME:						Kimley Horn & Associates, Inc	843 Hardman Avenue South South St. Paul, Minnesota 55075 Dakota County Tax PID 36-83200-01-020 & 36-83200-01-010	
JOB NO. 42510								
FILE NO. DAK 45								
		CAT						

SEE SHEETS 3 & 4 FOR DETAIL OF EXISTING SITE CONDITIONS

PRELIMINARY PLAT OF WAKOTA 2ND ADDITION

SURVEY ITEMS PER SCHEDULE B:

ITEM 10: Easement for transmission lines and related purposes in favor of Northern States Power Company, a Minnesota corporation, contained in Easement dated March 19, 1987, filed March 24, 1987, as Document No. 774651 (Abstract). (Parcel 1)

As affected by Assignment and Assumption of Easements dated December 29, 2000, filed August 23, 2001, as Document No. 1805118 (Abstract).

Said easement affects the surveyed property and is depicted hereon.

ITEM 11: Easement for public street and public utilities and related purposes in favor of South Saint Paul, a Minnesota municipal corporation, contained in Easement dated October 31, 1979, filed May 9, 1980, as Document Nos. 560038 (Abstract) and 109838 (Torrens).

Said easement for public street and public utilities is embraced within the dedicated right of way of Hardman Avenue South.

ITEM 12: Terms and conditions of Declaration of Permanent Public Street Easement dated May 7, 2012, filed August 1, 2012, as Document No. 2884405 (Abstract).

Said document does not affect the surveyed property.

ITEM 13: Terms and conditions of and easement for public street, road, highway, utility and drainage and related purposes contained in Permanent Public Street, Drainage and Utility Easement Agreement dated April 27, 2012, filed August 21, 2012, as Document No. 2888698 (Abstract) and filed August 6, 2012, as Document No. T700640 (Torrens).

Said easement for public street and public utilities is embraced within the dedicated right of way of Hardman Avenue South. Said easement for utility and drainage purposes affects the surveyed property and is depicted hereon.

ITEM 14: Terms and conditions of and easements contained in Fourth Amended and Restated Agreement Relating To A Concrete Crushed Material Processing Fee dated December 4, 1995, filed August 24, 2012, as Document Nos. 2889656 (Abstract) and T701634 (Torrens).

Said document affects the surveyed property. No plottable items to depict.

ITEM 15: Terms and conditions of and levee easement contained in Resolution No. 2014-244 adopted December 15, 2014, filed January 8, 2015, as Document Nos. 3046420 (Abstract) and T740350 (Torrens).

Said document affects the surveyed property. No plottable items to depict.

ITEM 16: Terms and conditions of Resolution No. 2018-11 adopted January 2, 2018, filed February 26, 2018, as Document Nos. 3238925 (Abstract) and 789077 (Torrens).

Said document affects the surveyed property. No plottable items to depict.

ITEM 17: Subject to rights and easements for storm sewer, gas line and related purposes lying within vacated streets as evidenced in Quit Claim Deed dated April 9, 1991, filed May 21, 1991, as Document Nos. 986188 (Abstract) and 242236 (Torrens).

Said easements do not affect the surveyed property and are depicted hereon for reference.

ITEM 18: Terms and conditions of and flowage easement contained in Final Decree as to Dakota County Lands dated November 6, 1936, filed November 13, 1936, in Book 46 of Misc., Page 69, and in Final Decree as to the City of South Saint Paul Easements dated February 26, 1937, filed March 1, 1937, in Book 46 of Misc., Page 182.

Said easement was quit claimed per Document No. A3245050/T790723 (See Item 22).

ITEM 19: Easement for ingress and egress, including the right to maintain existing gravel road as set forth in Warranty Deed dated December 29, 1969, filed April 24, 1973, as Document No. 415388, and in Quit Claim Deed dated December 29, 1969, filed April 24, 1973, as Document No. 415389.

Said reserved easement affects the surveyed property and is depicted hereon.

ITEM 20: Easement for electric transmission line in favor of Northern States Power Company contained in Easement dated May 4, 1955, filed May 17, 1955, in Book 64 of Misc., Page 383, and dated July 11, 1955, filed August 9, 1955, in Book 64 of Misc., Page 517.

Said easement affects the surveyed property and is depicted hereon.

ITEM 21: Easement for pipeline and related purposes in favor of Northern Natural Gas Company contained in Easement dated August 24, 1948, filed April 12, 1952, in Book 61 of Misc., Page 124, and dated September 10, 1957, filed October 24, 1957, in Book 70 of Misc., Page 236.

Said Northern Natural Gas easement does not affect the surveyed property and is not depicted hereon.

NOTE: Easement per Book 70 of Misc., Page 236 is a natural gas pipeline easement in favor of Northern States Power Company.

ITEM 22: Terms and conditions of and rights of flowage in favor of the United States of America contained in Notice of Lis Pendens Fourth Condemnation dated June 4, 1931, filed July 25, 1931, as Document No. 1984 (Torrens), and as set forth in Amended Order and Decree of Registration filed April 6, 1981, as Document No. 115680 (Torrens), and further set forth in Final Certificate dated November 6, 1936, filed November 13, 1936, in Book 46 of Misc., Page 69; and in Final Decree as to the City of South Saint Paul Easements dated February 26, 1937, filed March 1, 1937, in Book 46 of Misc., Page 182.

As affected by Quitclaim Deed dated April 3, 2018, filed April 11, 2018, as Document Nos. 3245050 (Abstract) and 790723 (Torrens).

NOTE: A copy of Document No. 790723 (Torrens) does not appear memorialized onto Certificate of Title No. 161217.

Said rights were quit claimed back to the owners of the surveyed property.

ITEM 23: Easement for sewer purposes in favor of the City of South St. Paul contained in District Court Decree dated March 29, 1916, filed March 31, 1916, in Book Y of Misc., Page 522.

Said document does not appear to contain an easement for sewer purposes.

ITEM 24: Easements in favor of the City of South St. Paul, a Minnesota municipal corporation, contained in Easement dated January 17, 1984, filed April 10, 1984, as Document Nos. 651647 (Abstract) and 136308 (Torrens).

Said easement does not affect the surveyed property and is depicted hereon for reference.

ITEM 25: Terms and conditions of and easement for trail and related purposes in favor of Dakota County, a political subdivision of the State of Minnesota, its successors and assigns contained in Regional Transportation Trail Easement dated November 30, 2011, filed December 9, 2011, as Document No. T688261 (Torrens). (Parcel 2B)

Said easement does not affect the surveyed property and is depicted hereon for reference.

ITEM 26: Subject to Dakota County Right of Way Map No. 380, filed May 11, 2012, as Document Nos. 696140 (Torrens) and 2867502 (Abstract). (Parcel 2B)

Said map does not affect the surveyed property and the parcels per said map are depicted hereon for reference.

ITEM 27: Easement for spur track purposes contained in Warranty Deed dated October 20, 1964, filed October 22, 1964, as Document No. 36127 (Torrens).

Said easement does not affect the surveyed property and is not depicted hereon.

ITEM 28: Terms and conditions of and rights reserved as set forth in Resolution adopted December 19, 1983, filed April 10, 1984, as Document No. 651645 (Abstract).

Said easements reserved do not affect the surveyed property and are depicted hereon for reference.

ITEM 29: Terms and conditions of and easements contained in Resolution adopted December 19, 1983, filed April 10, 1984, as Document No. 651646 (Abstract).

Said easements reserved do not affect the surveyed property and are depicted hereon for reference.



GOPHER STATE ONE CALL NOTE:

List of utilities notified per Gopher State One Call Ticket No. 250571097.

COMCAST
CITY OF SOUTH ST. PAUL
CENTURYLINK - CTOL
MCI
METROPOLITAN COUNCIL (MCS)

MNDOT
SPRINT/COGENT COMMUNICATIONS
MAGELLAN MIDSTREAM PARTNERS
XCEL ENERGY

LEGEND:

- FOUND IRON MONUMENT
- SET IRON MONUMENT MARKED WITH LICENSE NUMBER 53536

SEE SHEET 5 FOR DETAIL OF PROPOSED SITE IMPROVEMENTS

FIELD BOOK	PAGE	FIELDWORK CHIEF:	REVISIONS		
			NO.	DATE	DESCRIPTION
DRAWING NAME:	42510 Preliminary Plat.dwg	DRAWN BY:	1	2025/06/02	UPDATED ROW ROAD NAME
			2	2025/06/17	UPDATED ROW WIDTH FOR DEDICATED ROAD
		CHECKED BY:			
JOB NO.	42510				
FILE NO.	DAK 45				

PRELIMINARY PLAT OF WAKOTA 2ND ADDITION

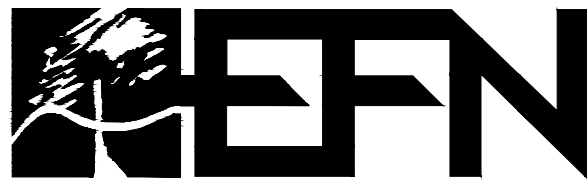
SURVEY FOR:

Kimley Horn & Associates, Inc

PROPERTY ADDRESS:

843 Hardman Avenue South
South St. Paul, Minnesota 55075

Dakota County Tax PID 36-83200-01-020 & 36-83200-01-010



Egan, Field & Nowak, Inc.

land surveyors since 1872

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New Brighton, Minnesota 55112
PHONE: (612) 466-3300
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PRELIMINARY PLAT OF
WAKOTA 2ND ADDITION



SEE SHEET 4 FOR DETAIL OF SOUTHERLY EXISTING SITE CONDITIONS

LEGEND:

- FOUND IRON MONUMENT
- ⊙ SET IRON MONUMENT MARKED WITH LICENSE NUMBER 53536
- ⊙ UNKNOWN MANHOLE
- ⊙ SANITARY MANHOLE
- ⊙ STORM MANHOLE
- ⊙ CATCH BASIN
- ⊙ GATE VALVE
- ⊙ HYDRANT
- ⊙ AUTO SPRINKLER
- ⊙ GAS METER
- ⊙ VENT
- ⊙ METAL COVER

- ⊙ ELECTRIC BOX
- ⊙ ELECTRIC PANEL
- ⊙ ELECTRIC METER
- ⊙ HANDHOLE
- ⊙ LIGHT
- ⊙ UTILITY POLE
- ⊙ TELEPHONE MANHOLE
- ⊙ COMMUNICATION BOX
- ⊙ FIBER OPTIC SIGN
- ⊙ SIGN
- ⊙ BOLLARD
- ⊙ RR CROSSBUCK W/ GATE

- 920 — EXISTING CONTOUR LINE
- ⊙ OR ⊙ TREE
- — BITUMINOUS SURFACE
- — CONCRETE SURFACE
- — GRAVEL SURFACE

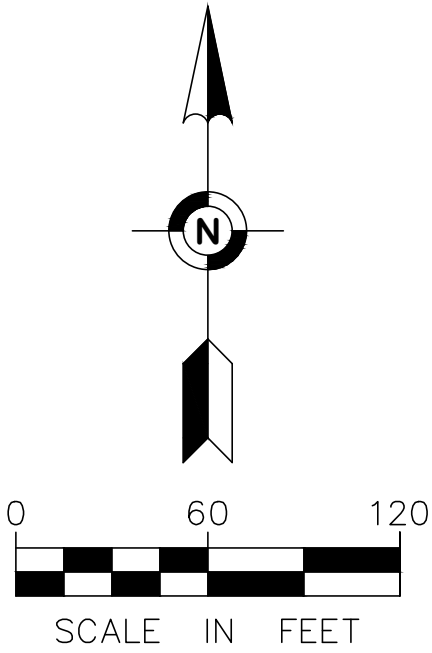
- — CHAIN LINK FENCE
- — GUARDRAIL
- S — SANITARY SEWER
- SS — STORM SEWER
- W — WATERMAIN
- OHW — OVERHEAD WIRE
- G — UNDERGROUND GAS
- FO — UNDERGROUND FIBER OPTIC
- — TREELINE
- — RETAINING WALL

GOPHER STATE ONE CALL NOTE:

List of utilities notified per Gopher State One Call Ticket No. 250571097.

COMCAST
CITY OF SOUTH ST. PAUL
CENTURYLINK - CTCLQ
MCI
METROPOLITAN COUNCIL (MCES)

MNDOT
SPRINT/COGENT COMMUNICATIONS
MAGELLAN MIDSTREAM PARTNERS
XCEL ENERGY



FIELD BOOK	PAGE	FIELDWORK CHIEF:	REVISIONS	
		LCH, SS	NO.	DATE
		DRAWN BY:	1	2025/06/02
		PMD	2	2025/06/17
		CHECKED BY:		
		CAT		

DESCRIPTION
UPDATED ROW ROAD NAME
UPDATED ROW WIDTH FOR DEDICATED ROAD

PRELIMINARY PLAT OF
WAKOTA 2ND ADDITION

SURVEY FOR:

Kimley Horn & Associates, Inc

PROPERTY ADDRESS:

843 Hardman Avenue South
South St. Paul, Minnesota 55075
Dakota County Tax PID 36-83200-01-020 & 36-83200-01-010



475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112
PHONE: (612) 466-3300
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land surveyors since 1872



LEGEND:

- FOUND IRON MONUMENT
- ⊙ SET IRON MONUMENT MARKED WITH LICENSE NUMBER 53536
- ⊙ UNKNOWN MANHOLE
- ⊙ SANITARY MANHOLE
- ⊙ STORM MANHOLE
- ⊙ CATCH BASIN
- ⊙ GATE VALVE
- ⊙ HYDRANT
- ⊙ AUTO SPRINKLER
- ⊙ GAS METER
- ⊙ VENT
- ⊙ METAL COVER

- ⊙ ELECTRIC BOX
- ⊙ ELECTRIC PANEL
- ⊙ ELECTRIC METER
- ⊙ HANDHOLE
- ⊙ LIGHT
- ⊙ UTILITY POLE
- ⊙ TELEPHONE MANHOLE
- ⊙ COMMUNICATION BOX
- ⊙ FIBER OPTIC SIGN
- ⊙ SIGN
- ⊙ BOLLARD
- ⊙ RR CROSSBUCK W/ GATE

- 920 — EXISTING CONTOUR LINE
- 920 — TREE
- 920 — BITUMINOUS SURFACE
- 920 — CONCRETE SURFACE
- 920 — GRAVEL SURFACE

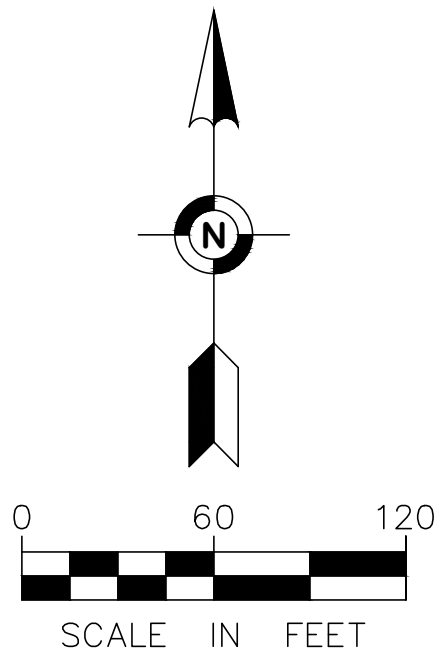
- 920 — CHAIN LINK FENCE
- 920 — GUARDRAIL
- 920 — SANITARY SEWER
- 920 — STORM SEWER
- 920 — WATERMAIN
- 920 — OVERHEAD WIRE
- 920 — UNDERGROUND GAS
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- 920 — RETAINING WALL

GOPHER STATE ONE CALL NOTE:

List of utilities notified per Gopher State One Call Ticket No. 250571097.

COMCAST
CITY OF SOUTH ST. PAUL
CENTURYLINK - CTCLQ
MCI
METROPOLITAN COUNCIL (MCS)

MNDOT
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MAGELLAN MIDSTREAM PARTNERS
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FIELD BOOK	PAGE	FIELDWORK CHIEF:	REVISIONS	
		LCH, SS	NO.	DATE DESCRIPTION
		DRAWN BY:	1	2025/06/02UPDATED ROW ROAD NAME
		PMD	2	2025/06/17UPDATED ROW WIDTH FOR DEDICATED ROAD
		CHECKED BY:		
		CAT		
DRAWING NAME:				
42510 Preliminary Plat.dwg				
JOB NO. 42510				
FILE NO. DAK 45				

PRELIMINARY PLAT OF
WAKOTA 2ND ADDITION

SURVEY FOR:

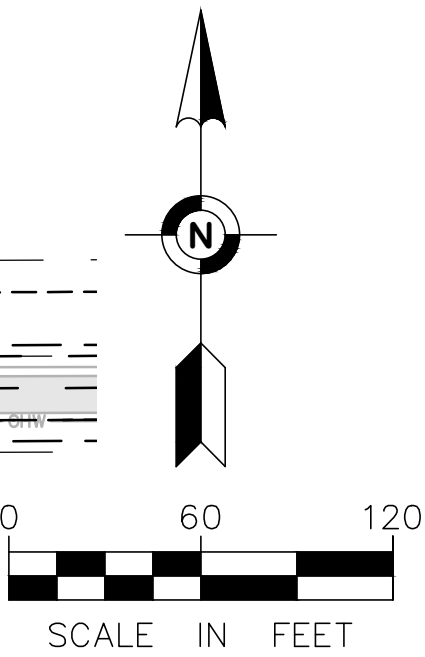
Kimley Horn & Associates, Inc

PROPERTY ADDRESS:

843 Hardman Avenue South
South St. Paul, Minnesota 55075
Dakota County Tax PID 36-83200-01-020 & 36-83200-01-010



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FIELD BOOK	PAGE	FIELDWORK CHIEF:	REVISIONS		
			NO.	DATE	DESCRIPTION
DRAWING NAME: 42510 Preliminary Plat.dwg		DRAWN BY: PMD	1	2025/06/02	UPDATED ROW ROAD NAME
			2	2025/06/17	UPDATED ROW WIDTH FOR DEDICATED ROAD
JOB NO. 42510		CHECKED BY:			
FILE NO. DAK 45		CAT			

PRELIMINARY PLAT OF
WAKOTA 2ND ADDITION

SURVEY FOR:

Kimley Horn & Associates, Inc

PROPERTY ADDRESS:

843 Hardman Avenue South
South St. Paul, Minnesota 55075
Dakota County Tax PID 36-83200-01-020 & 36-83200-01-010



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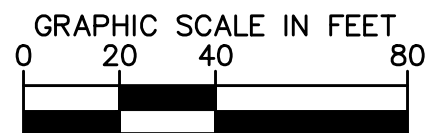
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	PROPERTY LINE
	SETBACK LINE
	DRAINAGE AND UTILITY EASEMENT
	FEMA 100-YR FLOODPLAIN
	RETAINING WALL
	PROPOSED CURB AND GUTTER
	STANDARD DUTY ASPHALT PAVMENT <u>SEE DETAILS FOR SECTION</u>
	HEAVY DUTY ASPHALT PAVMENT <u>SEE DETAILS FOR SECTION</u>
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

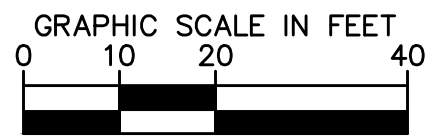
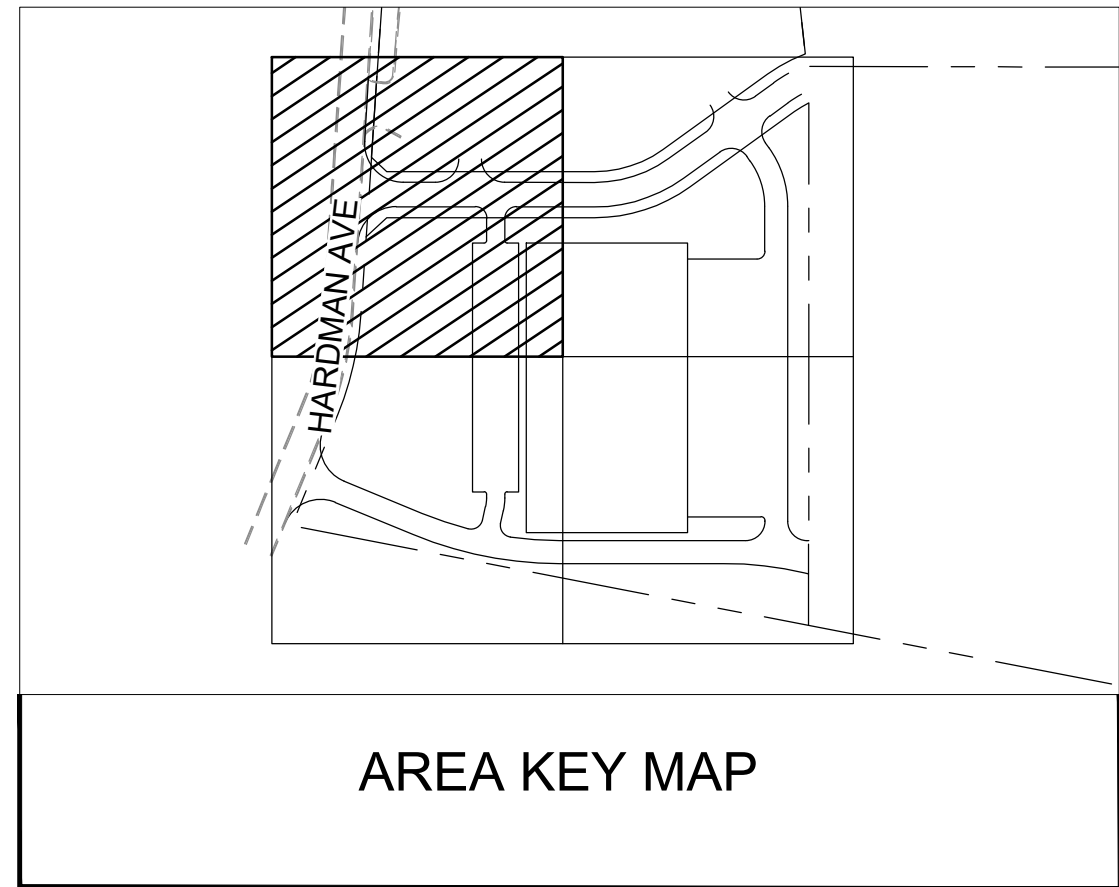
1. REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF STOOPS, TRUCK DOCKS, TRASH ENCLOSURES & PRECISE BUILDING DIMENSIONS. REFER TO THE SITE ELECTRICAL PLAN FOR LOCATIONS OF PROPOSED LIGHT POLES, CONDUITS, AND ELECTRICAL EQUIPMENT.
2. REFER TO CERTIFIED SITE SURVEY OR PLAT FOR EXACT 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.

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



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**WAKOTA BUSINESS
PARK - BUILDING 1**

**DANNER FAMILY
LIMITED PARTNERSHIP**

SOUTH ST PAUL

SHEET NUMBER

C401

SOUTH ST PAUL MN


MATTHEW J. SORENSON

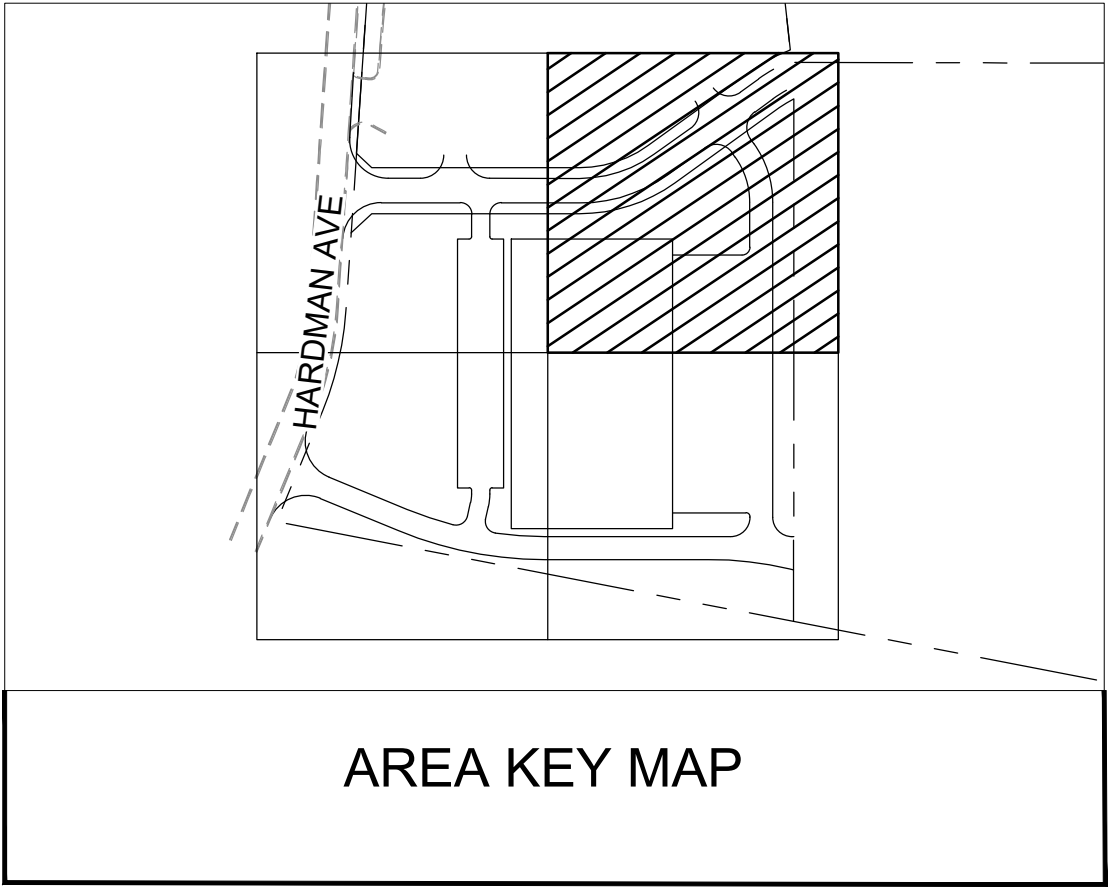
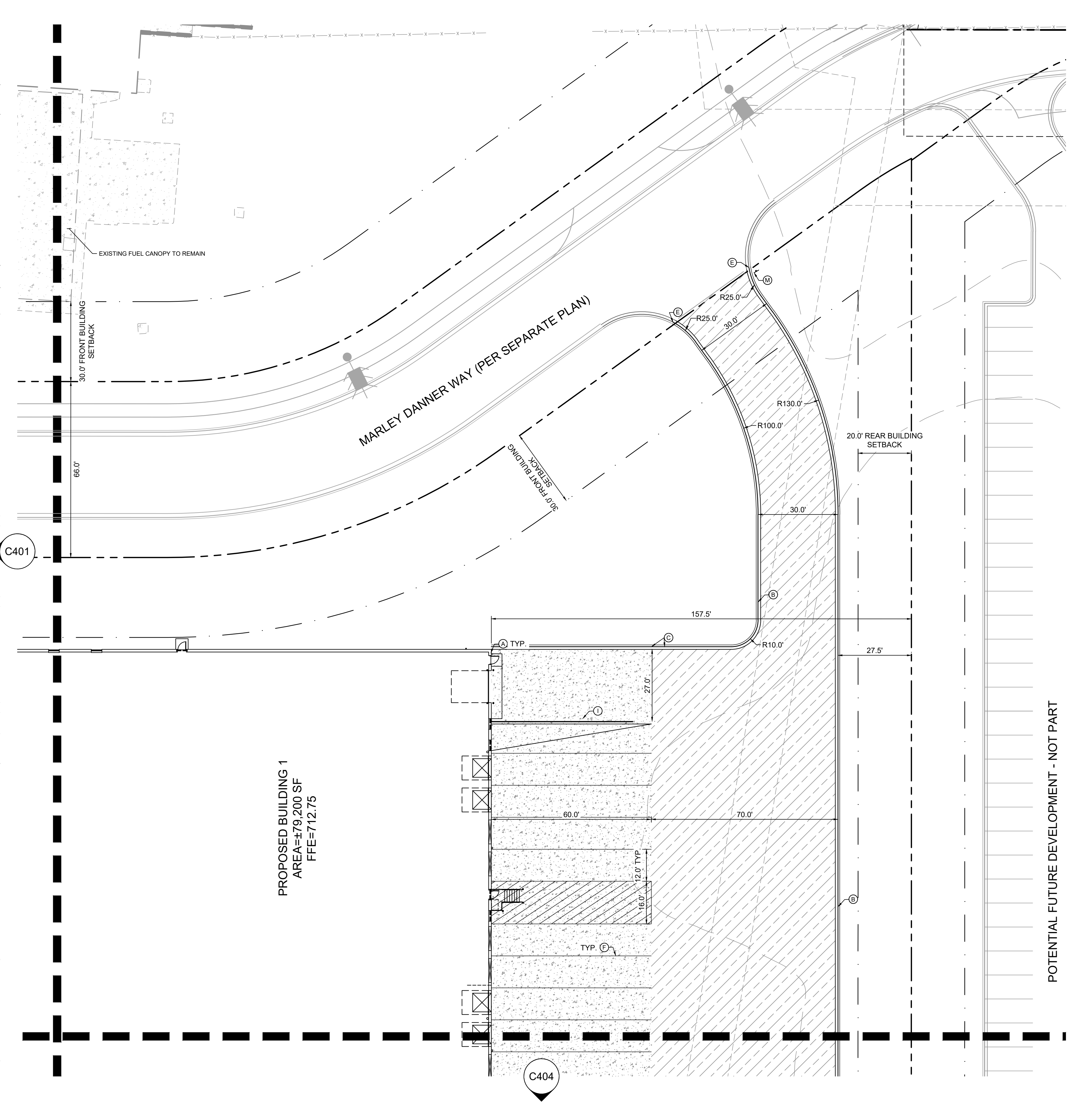
DATE: 06/02/2025 MN LIC. NO. 59721

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PHONE: 651-645-4197
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[illegible]

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

(A)	AT-GRADE BUILDING ENTRY & STRUCTURAL STOOP - CONTRACTOR SHALL ENSURE NO MORE THAN 2% MAX SLOPE IN ALL DIRECTIONS.
(B)	B612 CONCRETE CURB & GUTTER - SEE DETAILS
(C)	CONCRETE CURB TAPER - SEE DETAILS
(D)	FLUSH CURB / SIDEWALK FLUSH WITH PAVEMENT - SEE DETAILS
(E)	MATCH EXISTING EDGE OF PAVEMENT/ CURB & GUTTER
(F)	4-INCH WIDE PARKING STALL LINE
(G)	ADA PARKING SIGN IN BOLLARD - SEE DETAIL
(H)	TRANSFORMER FOR REFERENCE ONLY - REFER TO SITE ELECTRICAL PLAN
(I)	RAILING PER ARCHITECTURAL PLANS
(J)	RETAINING WALL WITH RAILING TO BE DESIGN BY CONTRACTOR
(K)	B618 CONCRETE CURB & GUTTER - SEE DETAILS
(L)	B624 CONCRETE CURB & GUTTER - SEE DETAILS
(M)	STOP SIGN - SEE DETAILS
(N)	MONUMENT SIGN FOR REFERENCE ONLY - REFER TO ARCH PLANS



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
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SEE DETAILS FOR SECTION
- STORM WATER AREA
SEE GRADING PLAN FOR DETAILS

KEYNOTE LEGEND

- (A) AT-GRADE BUILDING ENTRY & STRUCTURAL STOOP - CONTRACTOR SHALL ENSURE NO MORE THAN 2% MAX SLOPE IN ALL DIRECTIONS.
- (B) B612 CONCRETE CURB & GUTTER - SEE DETAILS
- (C) CONCRETE CURB TAPER - SEE DETAILS
- (D) FLUSH CURB / SIDEWALK FLUSH WITH PAVEMENT - SEE DETAILS
- (E) MATCH EXISTING EDGE OF PAVEMENT/ CURB & GUTTER
- (F) 4-INCH WIDE PARKING STALL LINE
- (G) ADA PARKING SIGN IN BOLLARD - SEE DETAIL
- (H) TRANSFORMER FOR REFERENCE ONLY - REFER TO SITE ELECTRICAL PLAN
- (I) RAILING PER ARCHITECTURAL PLANS
- (J) RETAINING WALL WITH RAILING TO BE DESIGN BY CONTRACTOR
- (K) B618 CONCRETE CURB & GUTTER - SEE DETAILS
- (L) B624 CONCRETE CURB & GUTTER - SEE DETAILS
- (M) STOP SIGN - SEE DETAILS
- (N) MONUMENT SIGN FOR REFERENCE ONLY - REFER TO ARCH PLANS

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

SITE PLAN

C402

ARCHITECT COORDINATION
06/13/2025 MJS

REVISIONS

No.	REVISIONS	DATE	BY

KHA PROJECT
160448001

DATE
06/02/2025

SCALE
AS SHOWN

DESIGNED BY
A/JE

DRAWN BY
FAS

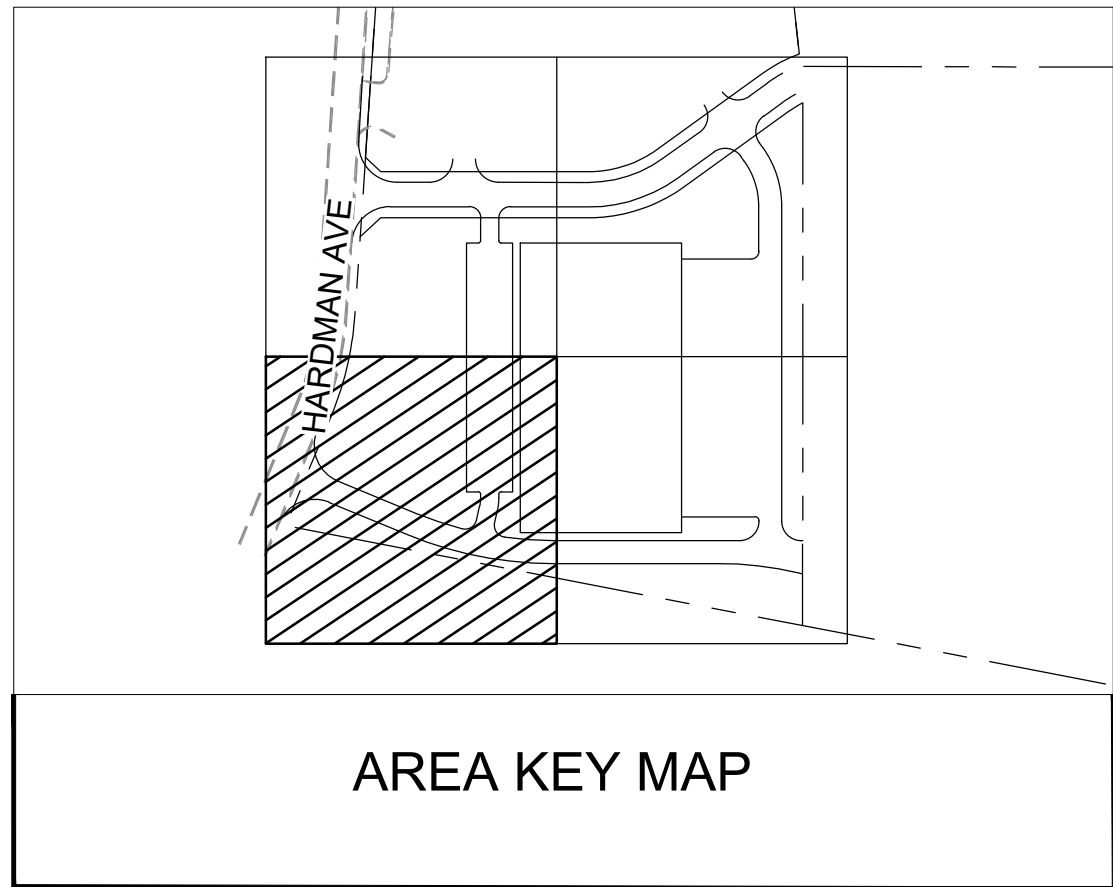
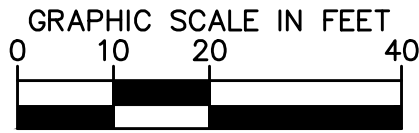
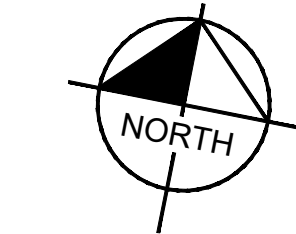
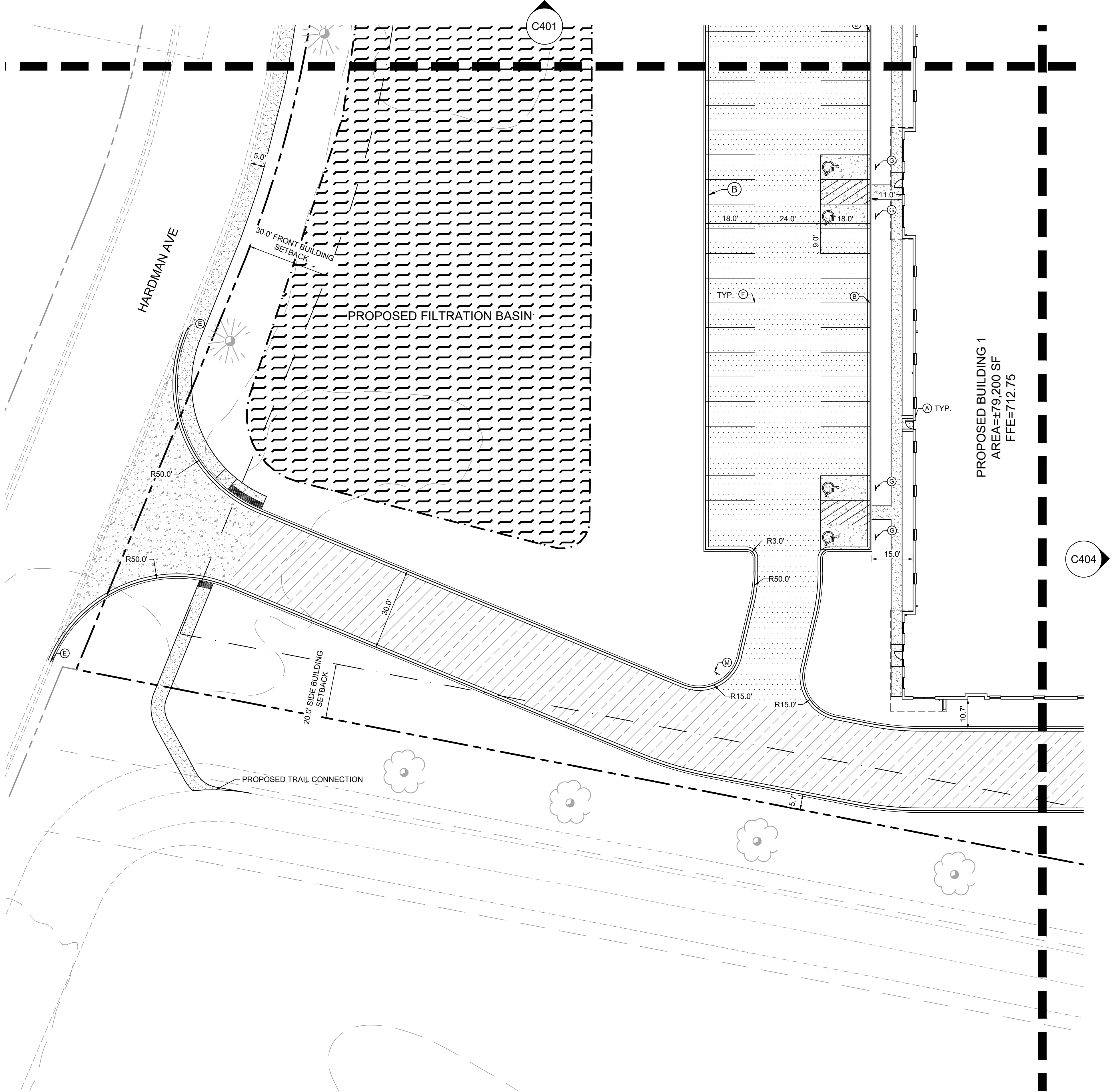
CHECKED BY
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DATE
06/02/2025

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PHONE: 651-445-4197
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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

KEYNOTE LEGEND

- (A) AT-GRADE BUILDING ENTRY & STRUCTURAL STOOP - CONTRACTOR SHALL ENSURE NO MORE THAN 2% MAX SLOPE IN ALL DIRECTIONS.
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- (F) 4-INCH WIDE PARKING STALL LINE
- (G) ADA PARKING SIGN IN BOLLARD - SEE DETAIL
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ISSUED FOR PERMIT - NOT FOR CONSTRUCTION

WAKOTA BUSINESS
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DANNER FAMILY
LIMITED PARTNERSHIP
SOUTH ST PAUL, MN

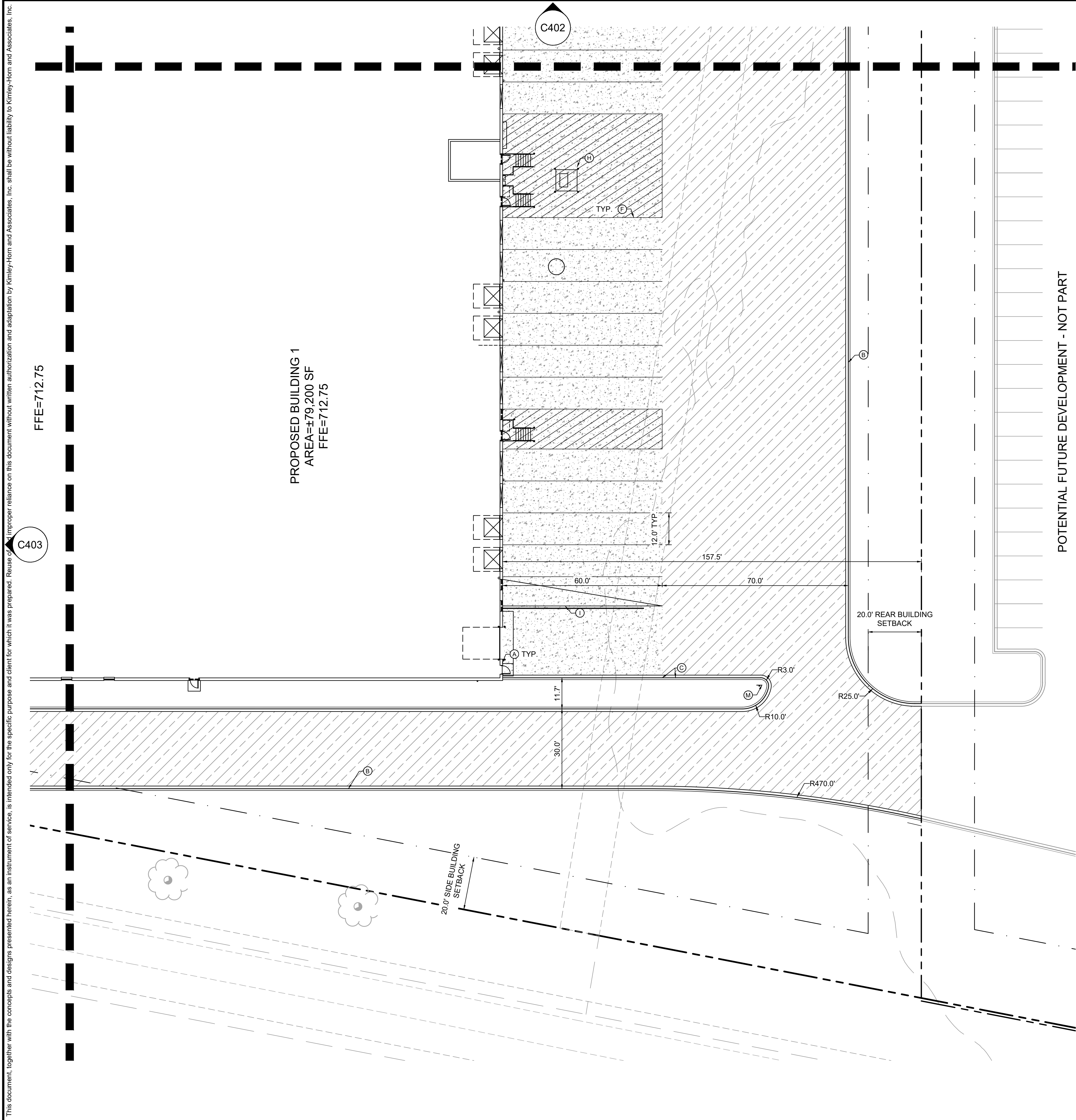
SHEET NUMBER
C403

KHA PROJECT 160448001	DATE 06/02/2025	SCALE #####	DESIGNED BY A/E	DRAWN BY FAS	CHECKED BY MJS
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATIONS, AND/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 MNS LIC. NO. 59721 DATE: 06/02/2025		

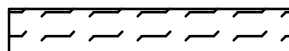
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PHONE: 651-445-4197
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ARCHITECT COORDINATION	06/13/2025	MJS
No.	REVISIONS	DATE
		BY

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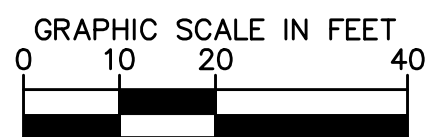
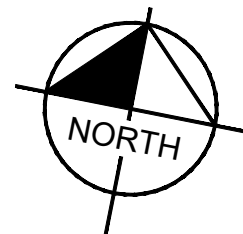
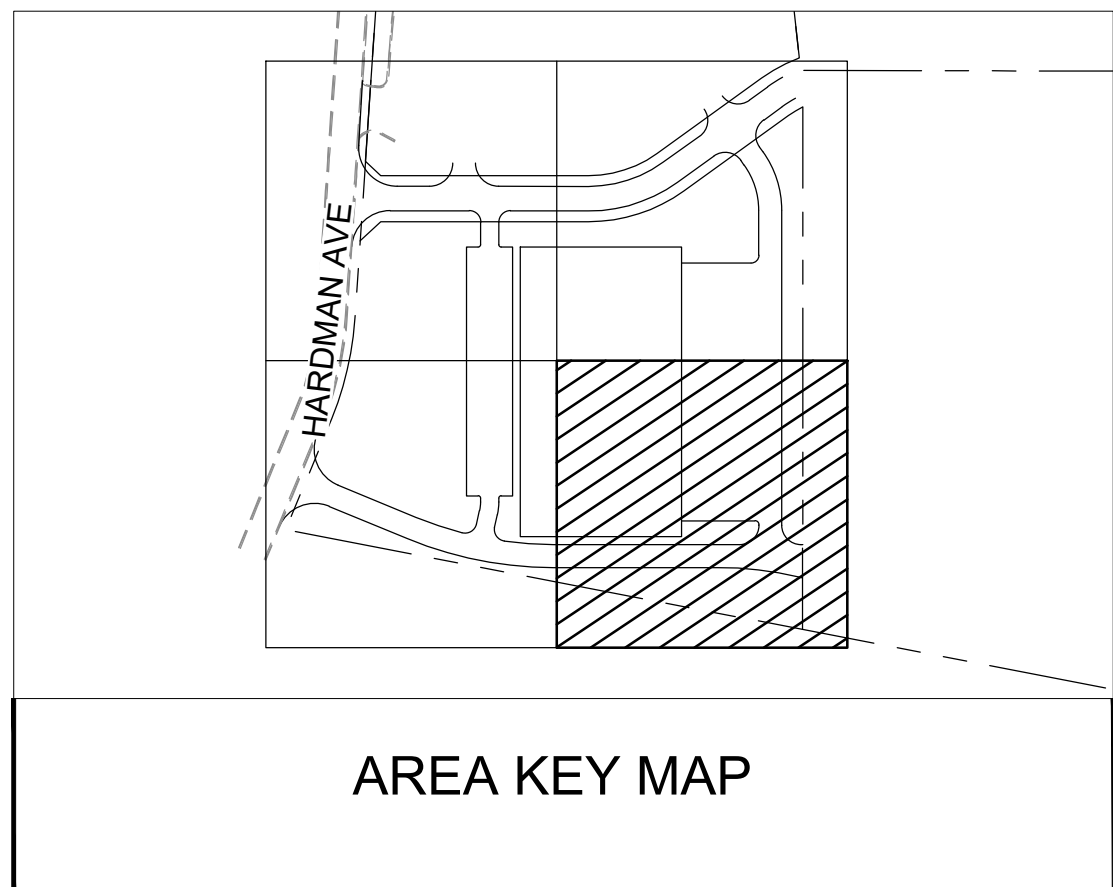


LEGEND

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

KEYNOTE LEGEND

(A)	AT-GRADE BUILDING ENTRY & STRUCTURAL STOOP - CONTRACTOR SHALL ENSURE NO MORE THAN 2% MAX SLOPE IN ALL DIRECTIONS.
(B)	B612 CONCRETE CURB & GUTTER - SEE DETAILS
(C)	CONCRETE CURB TAPER - SEE DETAILS
(D)	FLUSH CURB / SIDEWALK FLUSH WITH PAVEMENT - SEE DETAILS
(E)	MATCH EXISTING EDGE OF PAVEMENT/ CURB & GUTTER
(F)	4-INCH WIDE PARKING STALL LINE
(G)	ADA PARKING SIGN IN BOLLARD - SEE DETAIL
(H)	TRANSFORMER FOR REFERENCE ONLY - REFER TO SITE ELECTRICAL PLAN
(I)	RAILING PER ARCHITECTURAL PLANS
(J)	RETAINING WALL WITH RAILING TO BE DESIGN BY CONTRACTOR
(K)	B618 CONCRETE CURB & GUTTER - SEE DETAILS
(L)	B624 CONCRETE CURB & GUTTER - SEE DETAILS
(M)	STOP SIGN - SEE DETAILS
(N)	MONUMENT SIGN FOR REFERENCE ONLY - REFER TO ARCH PLANS



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

ISSUED FOR PERMIT - NOT FOR CONSTRUCTION

WAKOTA BUSINESS

PARK - BUILDING 1

PREPARED FOR
DANNER FAMILY

**BARRETT LAWRENCE
LIMITED PARTNERSHIP**

SITE PLAN

KHA PROJECT	160448001		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.	
DATE	06/02/2025	SCALE	AS SHOWN	 MATTHEW J. SORENSON
DESIGNED BY	AJE	DRAWN BY	FAS	
CHECKED BY	MUS	DATE:	06/02/2025	
				MN LIC. NO. 59721

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.

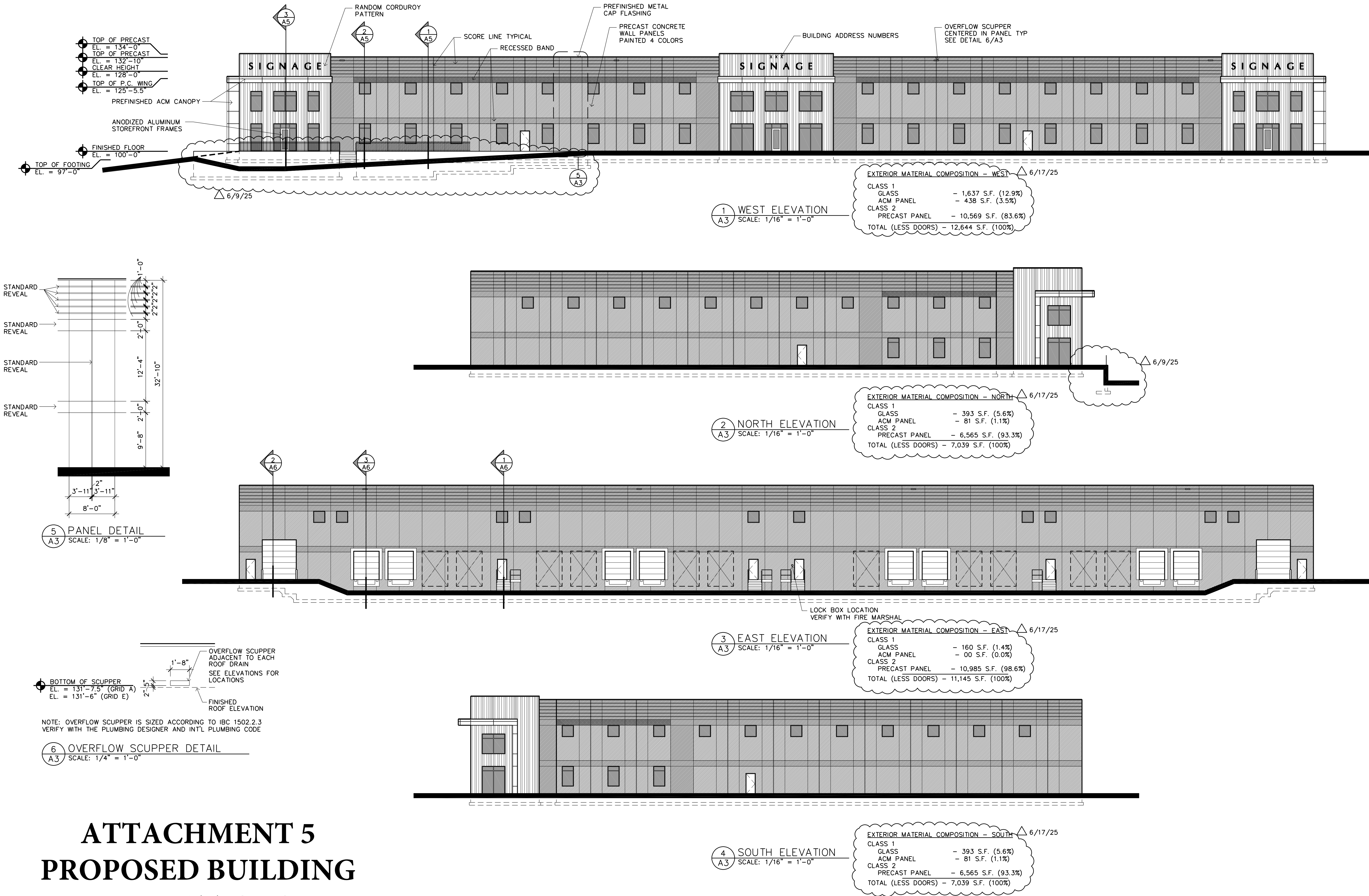

MATTHEW J. SORENSON

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PHONE: 651-645-4197

[illegible]



ATTACHMENT 5 PROPOSED BUILDING ELEVATIONS

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
LEONARD LAMPERT
13669
5/29/25

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

Copyright 2025 Leonard Lampert Architects Inc.	
Project Designer: JAMES B	
Drawn By: JRB	
Checked By: LL	
Revisions	
5/28/25	PRELIMINARY
5/29/25	ISSUE FOR PERMIT

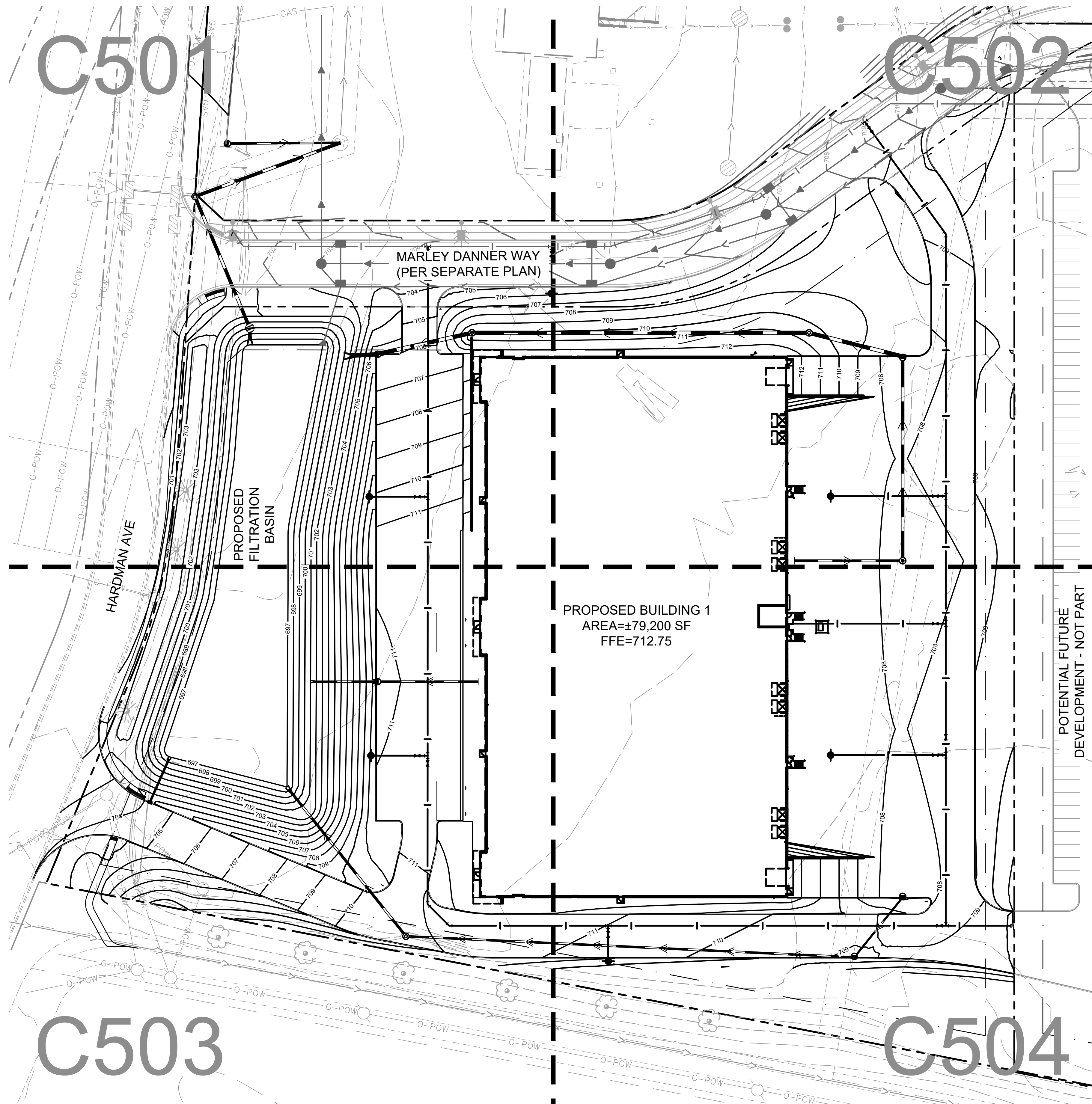
BUILDING ELEVATIONS

Sheet Number

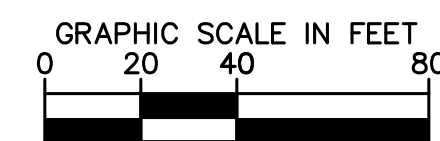
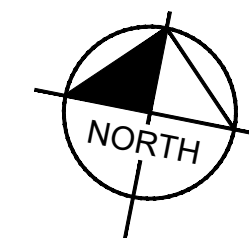
A3

Project No. 250218-1

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ATTACHMENT 6 GRADING AND DRAINAGE PLAN



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PRELIMINARY - NOT FOR CONSTRUCTION

**WAKOTA BUSINESS PARK
- BUILDING 1**

PREPARED FOR

**DANNER FAMILY LIMITED
PARTNERSHIP**

SOUTH ST. PAUL

SHEET NUMBER

C500

OVERALL GRADING & DRAINAGE PLAN

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ENGINEER UNDER THE LAWS OF THE STATE OF
MINNESOTA

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

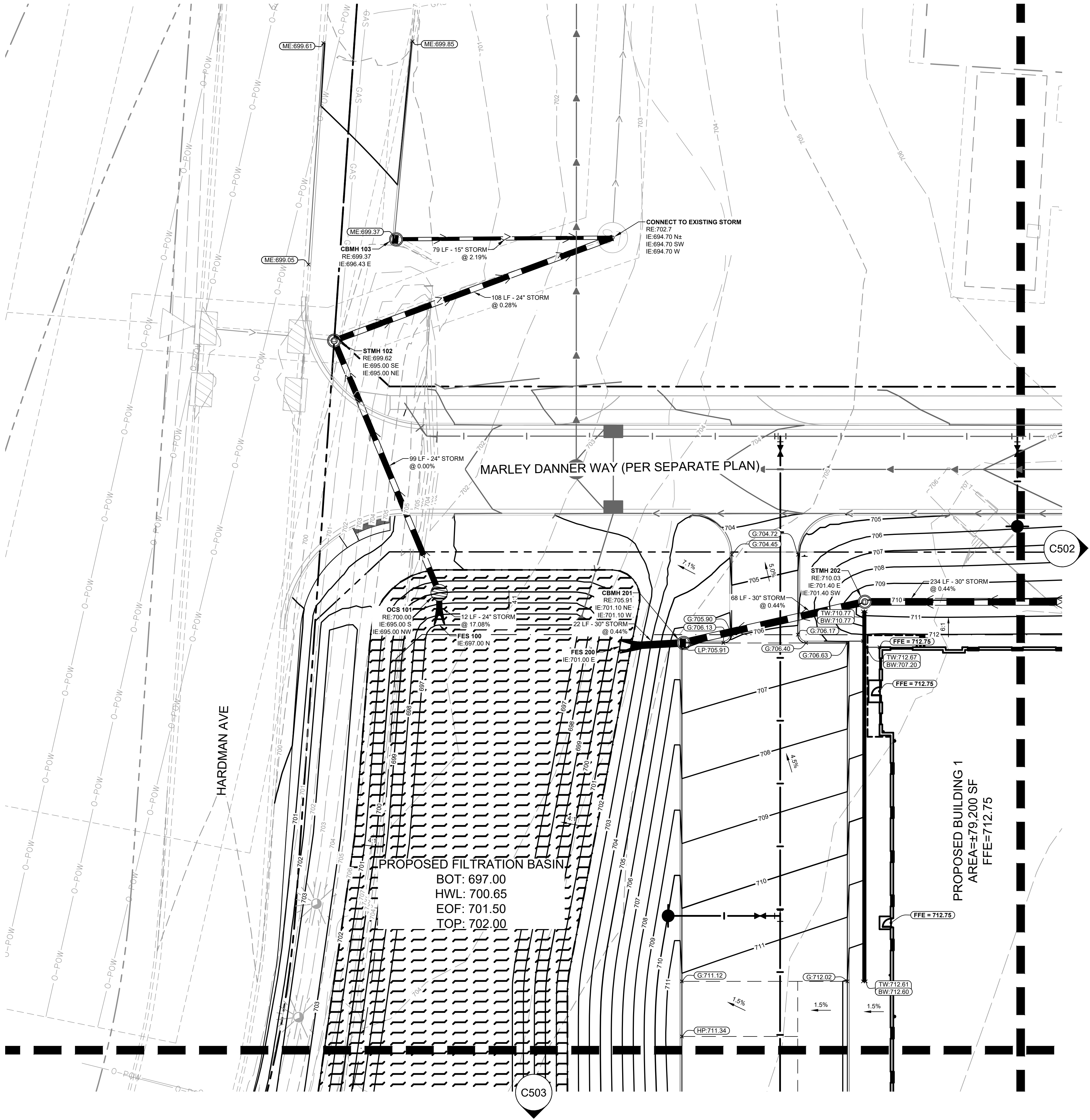
KHA PROJECT 160448001
DATE 06/02/2025
SCALE AS SHOWN
DESIGNED BY ERW
DRAWN BY ERW
CHECKED BY MJS

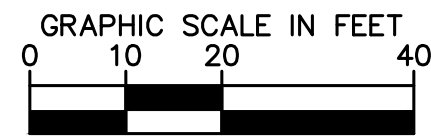
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**WAKOTA BUSINESS
PARK - BUILDING 1**

**PREPARED FOR
DANNER FAMILY
LIMITED PARTNERSHIP**

SOUTH ST PAUL

SHEET NUMBER

C502

GRADING & DRAINAGE PLAN

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ENGINEER UNDER THE LAWS OF THE STATE OF
MINNESOTA. 11


MATTHEW J. SORENSON

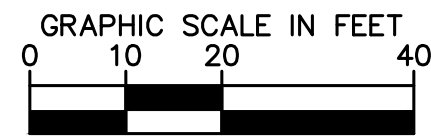
DATE: 06/02/2025 MN LIC. NO. 59721

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

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9. PRELIMINARY - NOT FOR CONSTRUCTION

**WAKOTA BUSINESS
PARK - BUILDING 1**

**PREPARED FOR
DANNER FAMILY
LIMITED PARTNERSHIP**

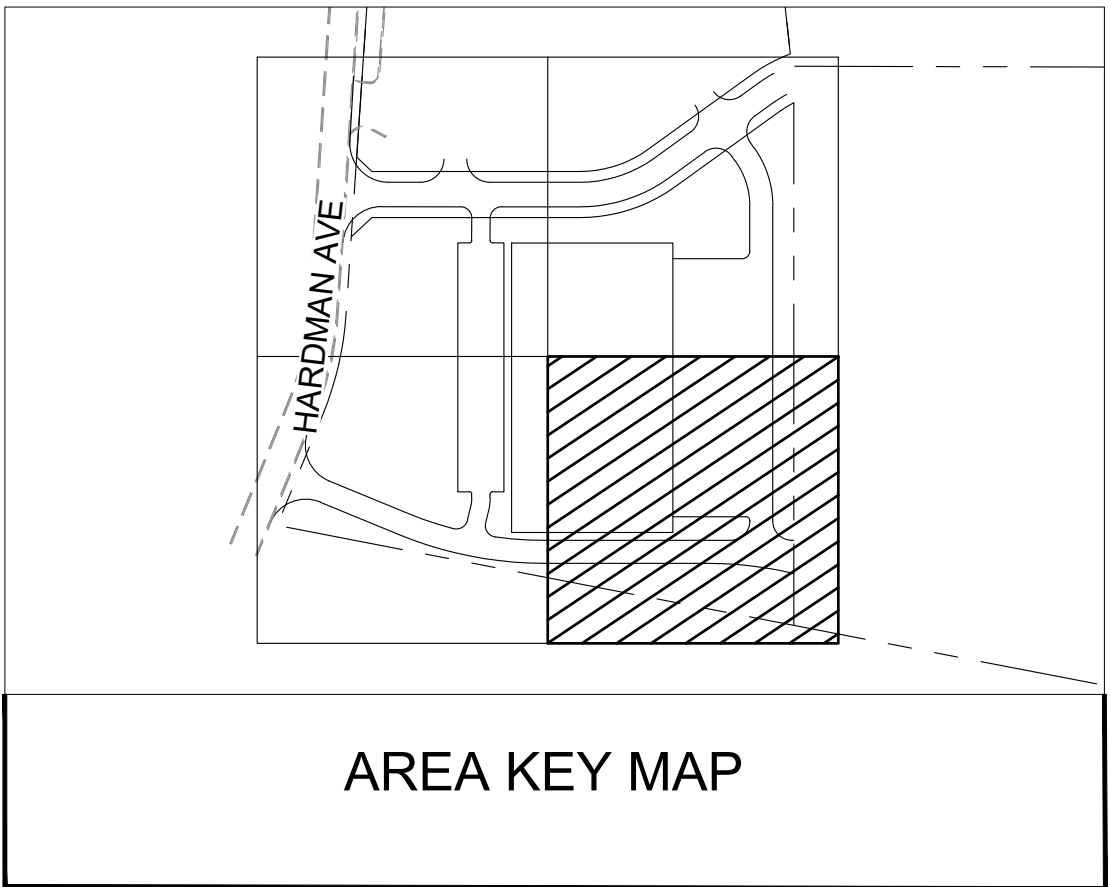
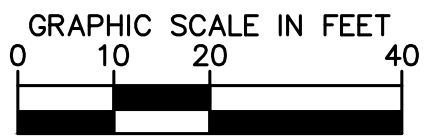
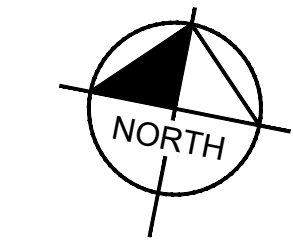
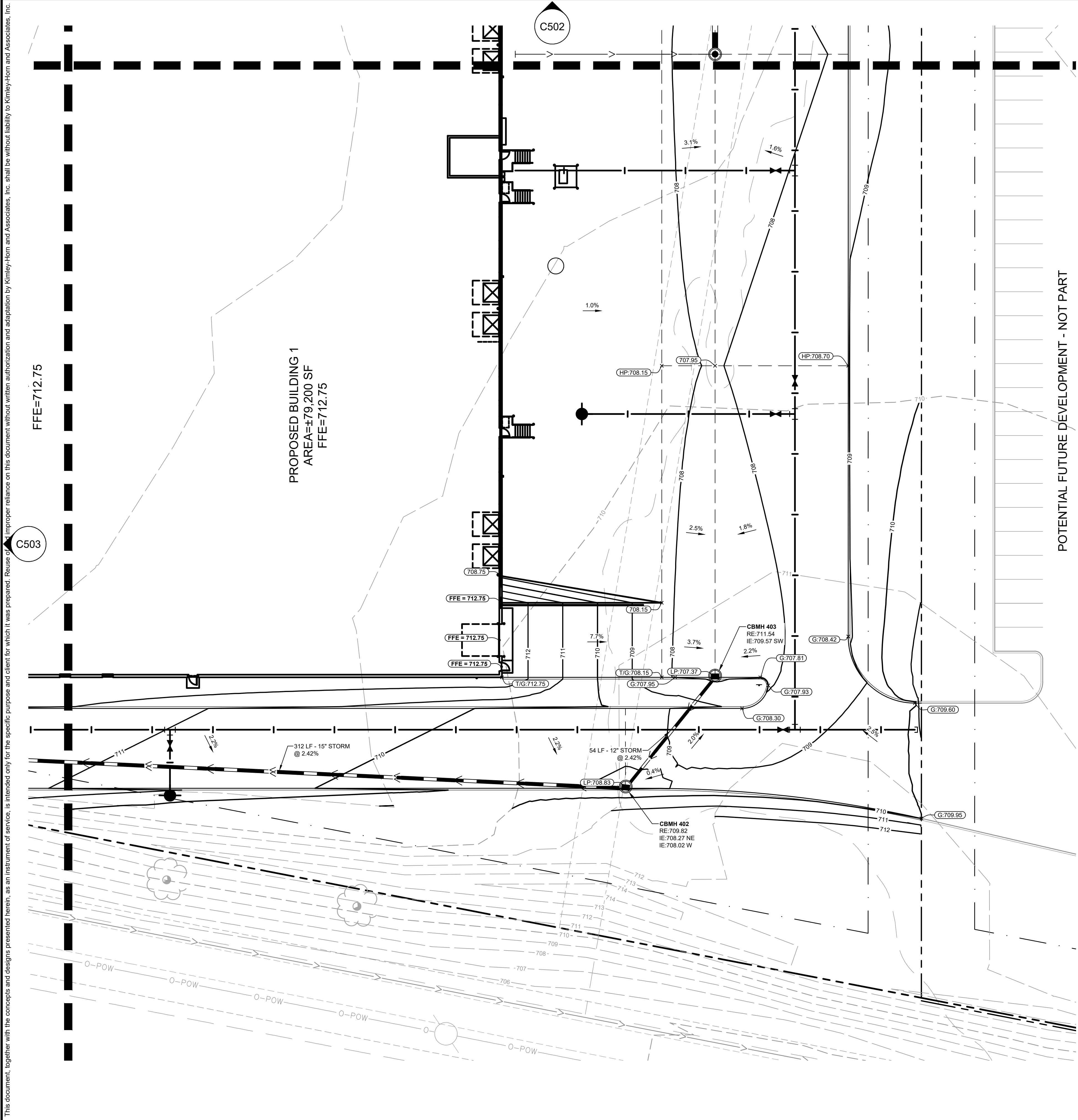
SOUTH ST PAUL

KHA PROJECT	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.		
1924-04801			
DATE	06/02/2025	DATE:	06/02/2025
SCALE	AS SHOWN	DRAWN BY	JTL
DESIGNED BY	JTL	CHECKED BY	MUS
		MATTHEW J. SORENSON	
		MINN.	59721

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LEGEND	
	PROPERTY LINE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED RIDGE LINE
	PROPOSED SWALE
	SOIL BORING SEE GEOTECHNICAL REPORT
	PROPOSED STORM MANHOLE (SOLID CASTING)
	PROPOSED STORM MANHOLE (ROUND INLET CASTING)
	PROPOSED STORM MANHOLE/ CATCH BASIN (CURB INLET CASTING)
	PROPOSED STORM SEWER CLENOUT
	PROPOSED FLARED END SECTION
	PROPOSED RIPRAP
	PROPOSED STORM SEWER
	PROPOSED SPOT ELEVATION
	PROPOSED HIGH POINT ELEVATION
	PROPOSED LOW POINT ELEVATION
	PROPOSED BITUMINOUS ELEVATION
	PROPOSED GUTTER ELEVATION
	PROPOSED TOP OF CURB ELEVATION
	PROPOSED FLUSH PAVEMENT ELEVATION
	MATCH EXISTING ELEVATION
	PROPOSED EMERGENCY OVERFLOW ELEVATION
	PROPOSED TOP/BOTTOM OF WALL ELEVATION
	PROPOSED DRAINAGE DIRECTION
	PROPOSED ADA SLOPE

PRELIMINARY - NOT FOR CONSTRUCTION

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

GRADING & DRAINAGE PLAN

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

LEGEND CERTIFY THAT THIS PLAN 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 LIC. NO. 59721

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UTILITY PLAN

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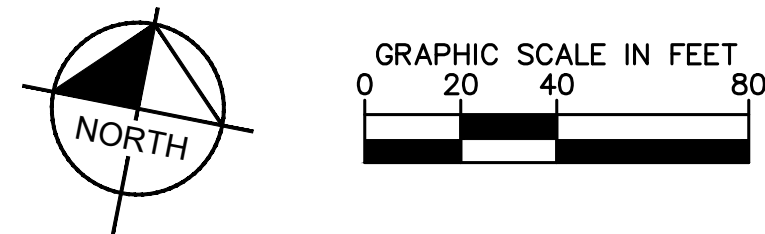


MATTHEW J. SORENSON

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

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**Know what's below.
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SB	SEED WITH MNDOT SB MIX: SOUTHERN BOULEVARD SEED MIX (TYP.)
WD	SEED WITH MNDOT WD MIX: WET DITCH SEED MIX (TYP.)
STR	SEED WITH MNDOT STR MIX: SOUTHERN TALLGRASS ROADSIDE SEED MIX (TYP.)

PRELIMINARY - NOT FOR CONSTRUCTION

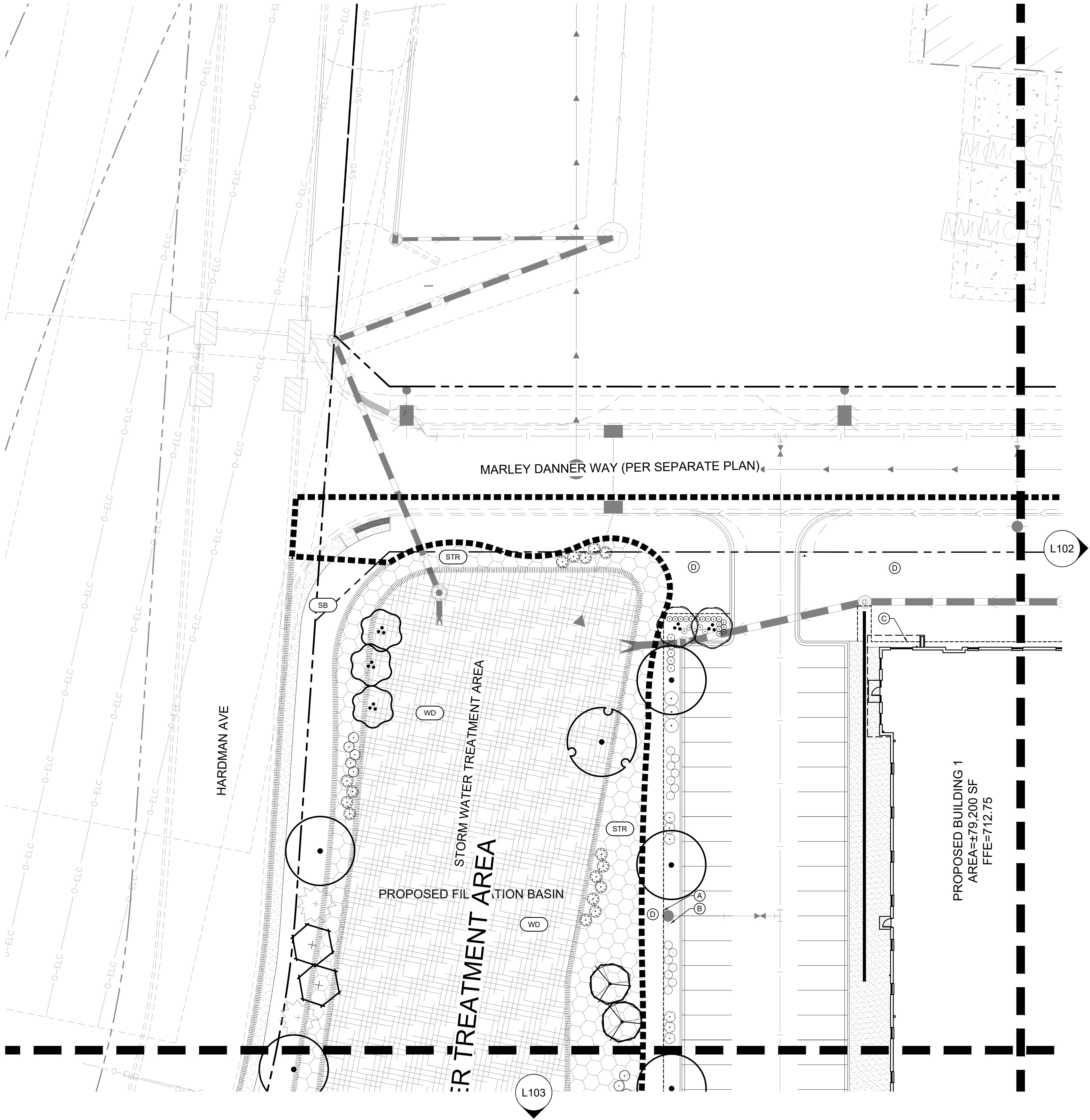
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ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA. <i>Ryan A. Hylleberg</i> RYAN A. HYLLEBERG					

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LANDSCAPE LEGEND

- EXISTING DECIDUOUS TREE (TYP.)
- EXISTING CONIFEROUS TREE (TYP.)
- EDGER (TYP.)
- APPROXIMATE LIMITS OF SOD / IRRIGATION (TYP.)
- APPROXIMATE LIMITS OF SEED / SEED EDGE, SEED ALL DISTURBED AREAS (TYP.)
- SEED WITH MNDOT STR MIX: SOUTHERN TALLGRASS ROADSIDE SEED MIX (TYP.)
- SEED WITH MNDOT WD MIX: WET DITCH SEED MIX (TYP.)

LANDSCAPE KEYNOTES

- EDGER (TYP.)
- DOUBLE SHREDDED HARDWOOD MULCH (TYP.)
- MAINTENANCE STRIP (TYP.)
- SOD (TYP.)

SEEDING KEYNOTES

- SEED WITH MNDOT SB MIX: SOUTHERN BOULEVARD SEED MIX (TYP.)
- SEED WITH MNDOT WD MIX: WET DITCH SEED MIX (TYP.)
- SEED WITH MNDOT STR MIX: SOUTHERN TALLGRASS ROADSIDE SEED MIX (TYP.)

PLANT KEY

SYMBOL CODE COMMON NAME

CONIFEROUS SHRUBS

- SGJ SEA GREEN JUNIPER
- WBM MUGO WHITE BUD PINE

DECIDUOUS SHRUBS

- GGD GARDEN GLOW DOGWOOD
- LDN LITTLE DEVIL NINEBARK
- RTD RED TWIG DOGWOOD
- WIL ARTIC BLUE LEAF WILLOW

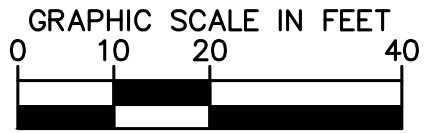
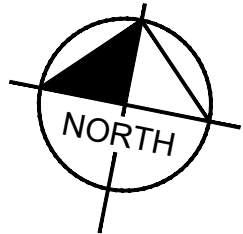
ORNAMENTAL GRASSES

- HMS HEAVY METAL SWITCHGRASS
- PDS PRAIRIE DROPSEED

PERENNIALS

- AFS AUTUMN FIRE SEDUM

NOTE: SEE SHEET L105 FOR FULL PLANT SCHEDULE



Know what's below.
Call before you dig.

PRELIMINARY - NOT FOR CONSTRUCTION

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

LANDSCAPE PLAN

KHA PROJECT
160448001
DATE
06/02/2025
SCALE
AS SHOWN
DESIGNED BY
CFK
DRAWN BY
CFK
CHECKED BY
RAH

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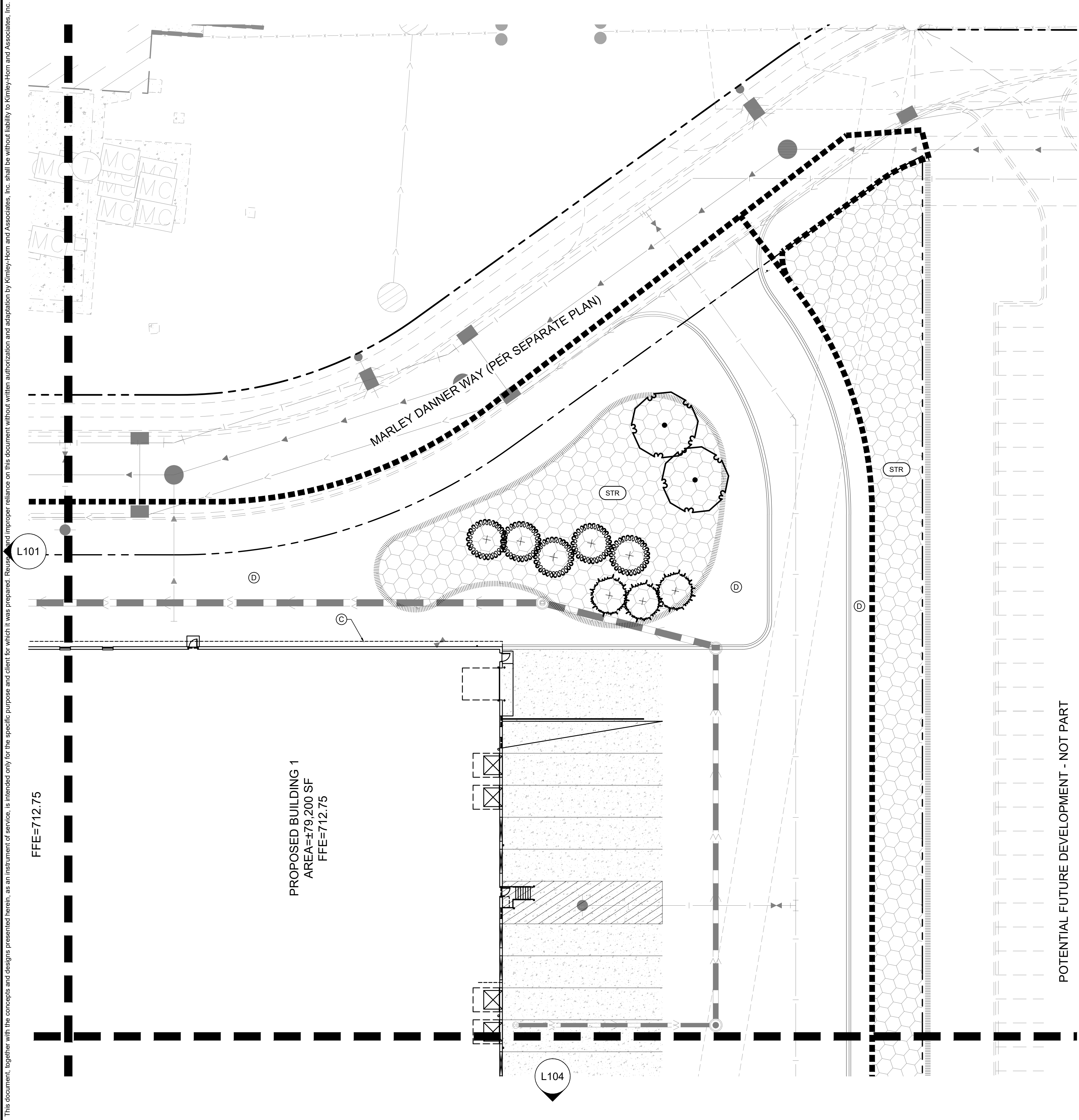
RYAN A. HYLLESTED, P.L.A.
MN LIC. NO. 53828
DATE: 06/02/2025

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LANDSCAPE LEGEND

- EXISTING DECIDUOUS TREE (TYP.)
- EXISTING CONIFEROUS TREE (TYP.)
- EDGER (TYP.)
- APPROXIMATE LIMITS OF SOD / IRRIGATION (TYP.)
- APPROXIMATE LIMITS OF SEED / SEED EDGE, SEED ALL DISTURBED AREAS (TYP.)
- SEED WITH MNDOT STR MIX: SOUTHERN TALLGRASS ROADSIDE SEED MIX (TYP.)
- SEED WITH MNDOT WD MIX: WET DITCH SEED MIX (TYP.)

LANDSCAPE KEYNOTES

- EDGER (TYP.)
- DOUBLE SHREDDED HARDWOOD MULCH (TYP.)
- MAINTENANCE STRIP (TYP.)
- SOD (TYP.)

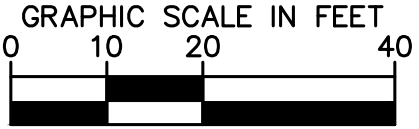
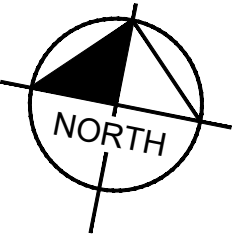
SEEDING KEYNOTES

- SB SEED WITH MNDOT SB MIX: SOUTHERN BOULEVARD SEED MIX (TYP.)
- WD SEED WITH MNDOT WD MIX: WET DITCH SEED MIX (TYP.)
- STR SEED WITH MNDOT STR MIX: SOUTHERN TALLGRASS ROADSIDE SEED MIX (TYP.)

PLANT KEY

SYMBOL	CODE	COMMON NAME
CONIFEROUS SHRUBS		
+	SGJ	SEA GREEN JUNIPER
+	WBM	MUGO WHITE BUD PINE
DECIDUOUS SHRUBS		
•	GGD	GARDEN GLOW DOGWOOD
•	LDN	LITTLE DEVIL NINEBARK
•	RTD	RED TWIG DOGWOOD
•	WIL	ARTIC BLUE LEAF WILLOW
ORNAMENTAL GRASSES		
•	HMS	HEAVY METAL SWITCHGRASS
•	PDS	PRAIRIE DROPSEED
PERENNIALS		
•	AFS	AUTUMN FIRE SEDUM

NOTE: SEE SHEET L105 FOR FULL PLANT SCHEDULE



PRELIMINARY - NOT FOR CONSTRUCTION

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

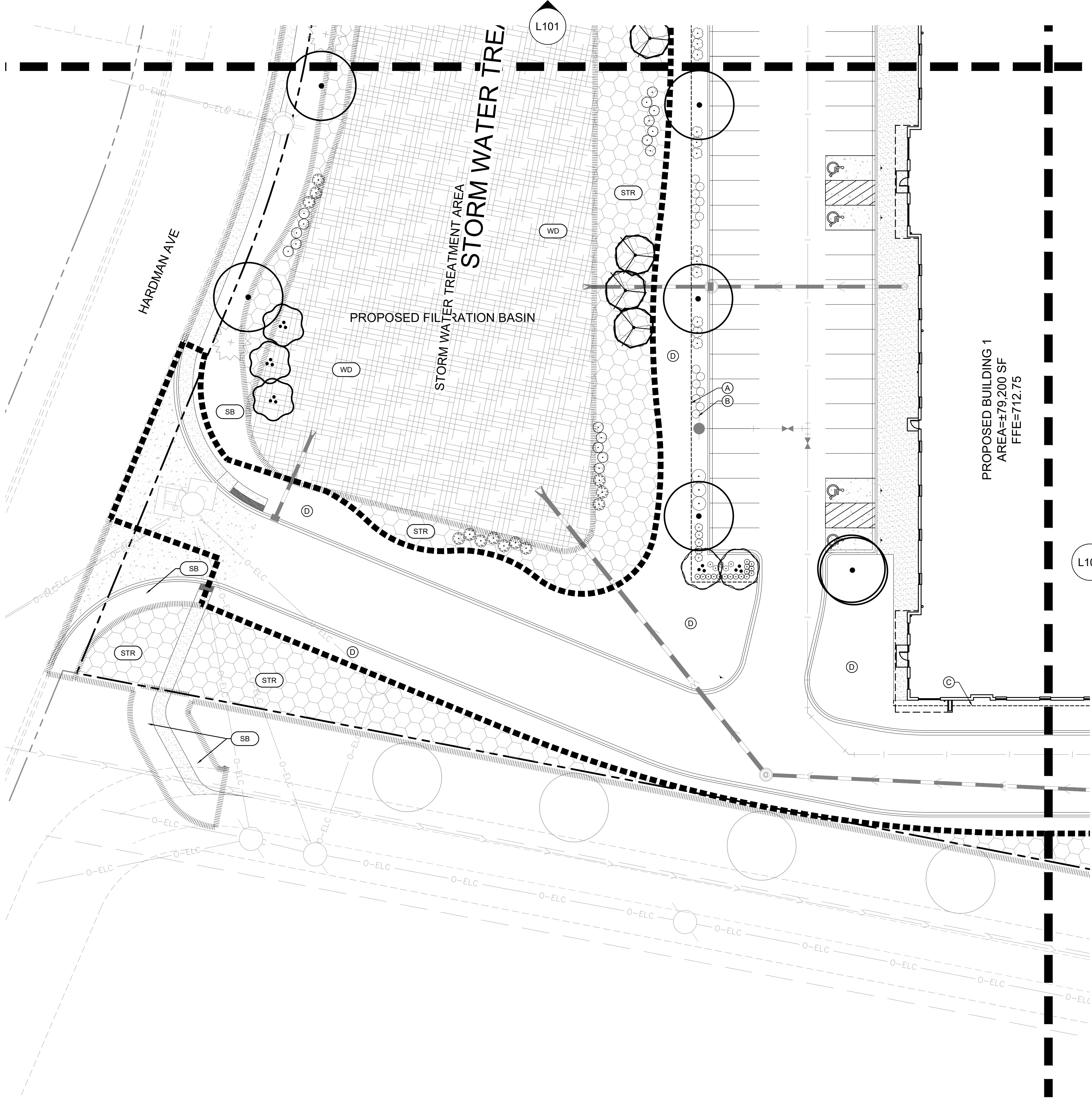
LANDSCAPE PLAN

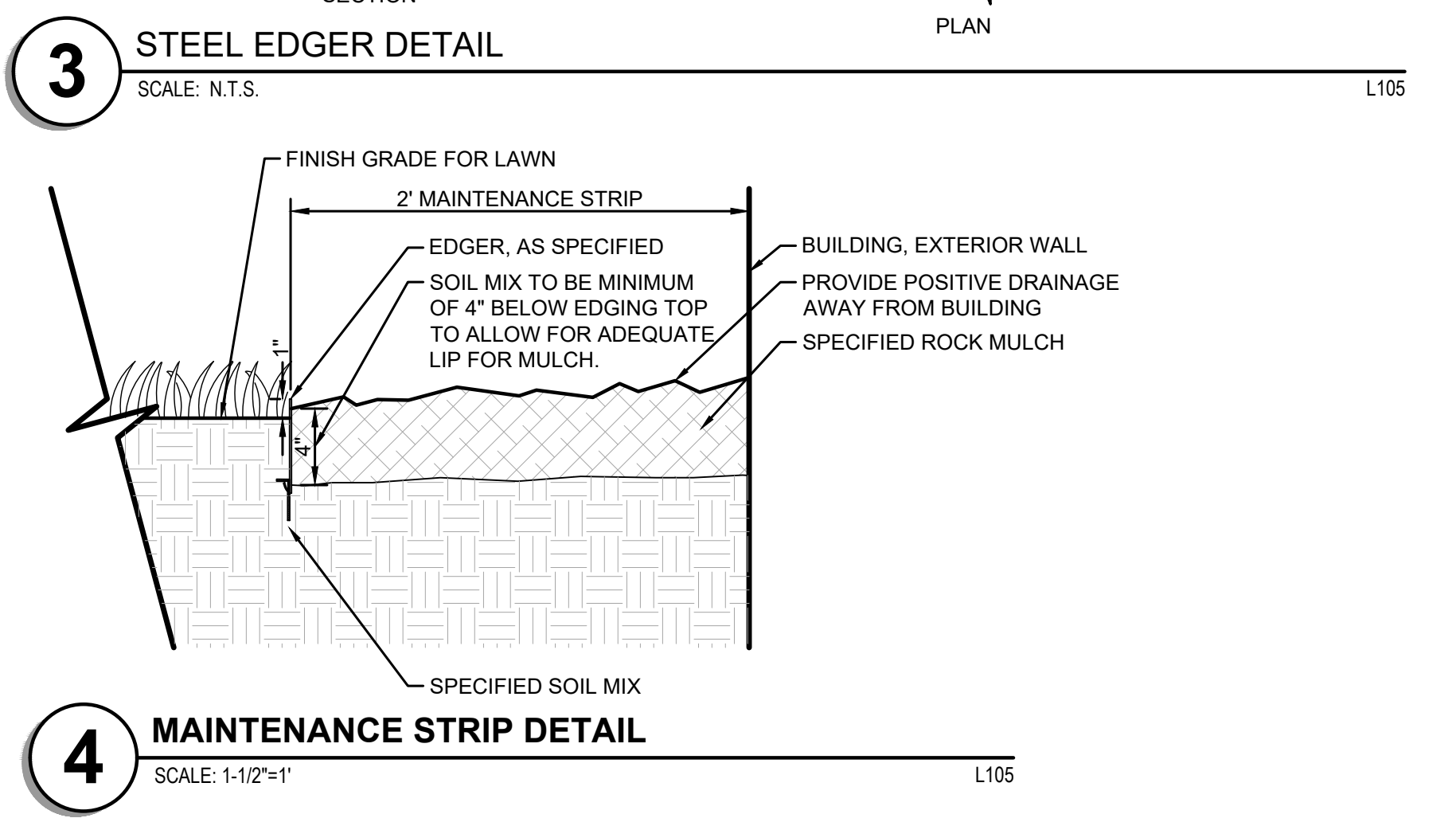
KHA PROJECT
160448001
DATE
06/02/2025
SCALE
AS SHOWN
DESIGNED BY
CFK
DRAWN BY
CFK
CHECKED BY
RAH
DATE
06/02/2025
LIC. NO.
53828
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
RYAN A. HYLLESTED, PLA

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PLANT SCHEDULE						
SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	N/A	CAL.
CONIFEROUS TREE						
	BHS	3	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	B & B	6' HT.
	ERC	5	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	B & B	6' HT.
	WHC	5	WHITE CEDAR	THUJA OCCIDENTALIS 'WHITE CEDAR'	B & B	6' HT.
	WHP	7	WHITE PINE	PINUS STROBUS	B & B	6' HT.
ORNAMENTAL TREE						
	ALS	4	AUTUMN BRILLANCE SERVICEBERRY CLUMP	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLANCE'	B & B	6' HT.
	QUA	5	QUAKING ASPEN	POPULUS TREMULOIDES	B & B	1.5" CAL.
	RVB	6	RIVER BIRCH MULTI-TRUNK	BETULA NIGRA	B & B	6' HT.
OVERSTORY TREE						
	BOL	1	BOULEVARD LINDEN	TILIA AMERICANA 'BOULEVARD'	B & B	2.5" CAL.
	HCK	1	COMMON HACKBERRY	CELTIS OCCIDENTALIS	B & B	2.5" CAL.
	IHL	8	IMPERIAL HONEYLOCUST	GLEDITSIA TRIACANTHOS VAR. INERMIS 'IMPERIAL'	B & B	2.5" CAL.
	SWO*	2	SWAMP WHITE OAK	QUERCUS BICOLOR	B & B	2.5" CAL.
SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONTAINER	SPACING
CONIFEROUS SHRUBS						
	SGJ	15	SEA GREEN JUNIPER	JUNIPERUS CHINENSIS 'SEA GREEN'	#5 CONT.	5' O.C.
	WBM	10	MUGO WHITE BUD PINE	PINUS MUGO 'WHITE BUD'	#5 CONT.	3' O.C.
DECIDUOUS SHRUBS						
	GGD	6	GARDEN GLOW DOGWOOD	CORNUS HESSEI 'GARDEN GLOW'	#5 CONT.	5' O.C.
	LDN	21	LITTLE DEVIL NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY' TM	#5 CONT.	4' O.C.
	RTD	44	RED TWIG DOGWOOD	CORNUS SERICEA 'BAILEY'	#5 CONT.	5' O.C.
	WIL	29	ARTIC BLUE LEAF WILLOW	SALIX PURPUREA 'NANA'	#3 CONT.	4.5' O.C.
ORNAMENTAL GRASSES						
	HMS	35	HEAVY METAL SWITCHGRASS	PANICUM VIRGATUM 'HEAVY METAL'	#1 CONT.	3' O.C.
	PDS	10	PRAIRIE DROPSEED	SPOROBOLUS HETEROLEPIS	#1 CONT.	18" O.C.
PERENNIALS						
	AFS	32	AUTUMN FIRE SEDUM	SEDUM X 'AUTUMN FIRE'	#1 CONT.	24" O.C.
NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.						
ABBREVIATIONS: B&B = BALLED AND BURLAPPED CAL. = CALIPER HT. = HEIGHT MIN. = MINIMUM O.C. = ON CENTER SP. = SPECIES QTY. = QUANTITY						

LANDSCAPE NOTES

PLANTING

1. CONTACT COMMON GROUND ALLIANCE AT 811 OR CALL811.COM TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.

2. ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.

3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.

4. ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.

5. PROVIDE TWO YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.

6. ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:
ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.
ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.
ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.
ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING.
CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.

7. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.

8. PLANTS TO BE INSTALLED AS PER MNLA & ANSI STANDARD PLANTING PRACTICES.

9. INSTALL PLANTS BY PLANT INSTALLATION PERIOD INFORMATION IN THE LATEST STANDARD PLANTING DETAILS FROM MNDOT. PLANTINGS BEFORE OR AFTER THESE DATES ARE DONE AT RISK.

10. PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.

11. PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLARE IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLARE. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLARE SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.

12. OPEN TOP OF BURLAP ON BB MATERIALS; REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.

13. PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.

14. WRAP ALL SMOOTH-BARKED TREES - FASTEN TOP AND BOTTOM. REMOVE BY APRIL 1ST.

15. STAKING OF TREES AS REQUIRED; REPOSITION, PLUMB AND STAKE IF NOT PLUMB AFTER ONE YEAR.

SOIL

16. THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.

17. BACKFILL SOIL AND TOPSOIL TO ADHERE TO MNDOT STANDARD SPECIFICATION 3877 (LOAM TOPSOIL, BORROW) AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 4" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.

MULCH

18. MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. TREE AND SHRUB PLANTING BEDS SHALL HAVE 4" DEPTH OF DOUBLE SHREDDED HARDWOOD MULCH. DOUBLE SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL PLANTS WITHIN TURF AREAS. PERENNIAL AND ORNAMENTAL GRASS BEDS SHALL HAVE 2" DEPTH DOUBLE SHREDDED HARDWOOD MULCH. MULCH TO BE FREE OF DELETERIOUS MATERIAL AND NATURAL IN COLOR (DYE-FREE), OR APPROVED EQUAL. ROCK MULCH TO BE RIVER ROCK, 1 1/2" DIAMETER, AT MINIMUM 3" DEPTH, OR APPROVED EQUAL. APPLY PRE-EMERGENT HERBICIDE PRIOR TO MULCH PLACEMENT PER MANUFACTURER RECOMMENDATIONS. USE PREEN OR PRE-APPROVED EQUAL. ROCK MULCH TO BE ON ONE SIDE OF THE PLANT. FIBER OPTIC TYPAR, OR APPROVED EQUAL, WITH NO EXPOSURE. MULCH AND FABRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. MULCH TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).

EDGER

19. EDGING TO BE COMMERCIAL GRADE COL-MET (OR EQUAL) STEEL EDGING; 3/16" THICK x 5" TALL, COLOR BLACK, ORANGE, AS INDICATED. STEEL EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIKES NO GREATER THAN 6" OUT ON CENTER WITH TOP OF EDGER AT GRADE. FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. WHERE EDGING TERMINATES AT A SIDEWALK, BEVEL OR RECESS ENDS TO PREVENT TRIP HAZARD. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR RAIN-GARDEN BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).

SEED/SOD

20. ALL DISTURBED AREAS TO BE SODDED OR SEEDDED, UNLESS OTHERWISE NOTED. SOD TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. SEED AS SPECIFIED, PER MNDOT SPECIFICATIONS AND SUPPLIER/MANUFACTURER RECOMMENDATIONS. IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.

IRRIGATION

23. PROVIDE IRRIGATION TO ALL PLANTED AREAS ON SITE. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING START-UP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR. SYSTEM SHALL INCLUDE A RAIN SENSOR AND APPROPRIATE TECHNOLOGY. CONTROLLER TO BE COMMERCIAL GRADE, EPA WATERSENSE APPROVED, CAPABLE OF FLOW SENSING AND OPERATING A MASTER VALVE ON / OFF BY STATION. IRRIGATION SYSTEM TO INCLUDE FLOW SENSOR AND WIRED RAIN / FREEZE SENSOR. PROVIDE MASTER VALVE. THE IRRIGATION SYSTEM SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ZONE PARAMETERS: HEAD-TO-HEAD COVERAGE AND NO SPRAYING OVER WALKS. SEPARATE LAWN ZONES BY MICROCLIMATE. LAWN ON NORTH SIDE OF BUILDING VS LAWN ON SOUTH SIDE OF BUILDING. LAWN ON SLOPE VS LAWN ON LEVEL GRADE. LAWN AREAS TO HAVE MULTI-STREAM ROTARY SPRINKLERS / SPRAYS / ROTORS. SHRUB AND PERENNIAL BED AREAS TO HAVE DRIP. TREES IN LAWN AREA TO BE COVERED BY MULTI-STREAM ROTARY SPRINKLERS / SPRAYS / ROTORS. TREES IN SHRUBS / PERENNIAL BED AREA TO BE WATERED WITH DRIP IRRIGATION. ALL IRRIGATION HEADS TO BE PRESSURE REGULATED.

ESTABLISHMENT

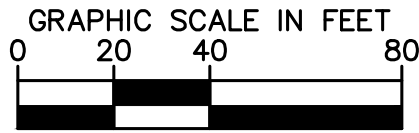
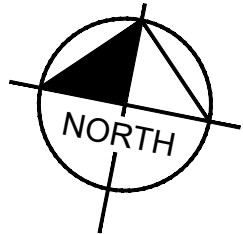
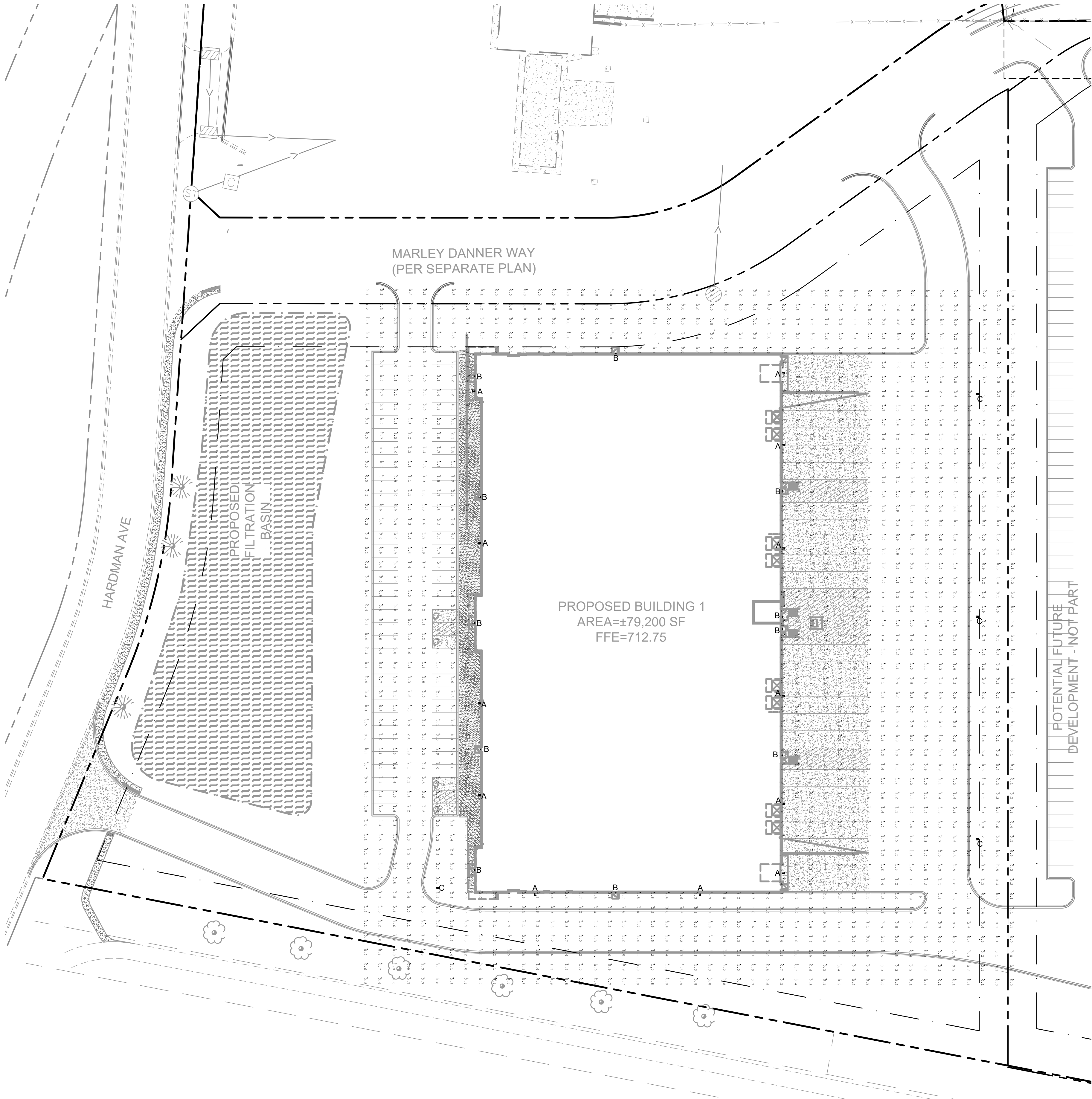
24. PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.

25. REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.

WARRANTY

26. REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.

27. MAINTAIN TREES, SHRUBS, SEED AND OTHER PLANTS UNTIL PROJECT COMPLETION, BUT IN NO CASE, LESS THAN FOLLOWING PERIOD; 1 YEAR AFTER PROJECT COMPLETION. MAINTAIN TREES, SHRUBS, SEED AND OTHER PLANTS BY PRUNING, CULTIVATING, AND WEEDING AS REQUIRED FOR HEALTHY GROWTH. RESTORE PLANTING SAUCERS, TIGHTEN AND REPAIR STAKE AND GUY SUPPORTS AND RESET TREES AND SHRUBS TO PROPER GRADE. SEPARATE LAWN ZONES BY MICROCLIMATE. RESTORE OR REPLACE DAMAGED WRAPPINGS. SPRAY AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE. REPLENISH MULCH TO THE REQUIRED DEPTH. MAINTAIN LAWNS FOR 60 DAYS AFTER INSTALLING SOD INCLUDING MOWING WHEN SOD RECITES 4" IN HEIGHT. WEED PLANTING BEDS AND MULCH SAUCERS AT MINIMUM ONCE A MONTH DURING THE GROWING SEASON. PROVIDE A MONTHLY REPORT TO THE OWNER ON WEEDING AND OTHER MAINTENANCE RESPONSIBILITIES.



PRELIMINARY - NOT FOR CONSTRUCTION

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

PHOTOMETRIC PLAN

SHEET NUMBER
E100

ATTACHMENT 9 PHOTOMETRIC PLAN

LEGEND

	PROPERTY LINE
	SETBACK LINE
	DRAINAGE AND UTILITY EASEMENT

LIGHT FIXTURE SCHEDULE

SYMBOL	LABEL	MANUFACTURER	QTY	VOLTAGE	CATALOG	LUMEN OUTPUT	CRI	INPUT	MOUNTING HEIGHT
	A	LITHONIA LIGHTING	12	120V	RSX2 LED P3 40K R4 EGS	1568	70	147W	26'
	B	LITHONIA LIGHTING	11	120V	WPX1 LED P1 40K MVOLT	22022	70	11W	10'
	C	LITHONIA LIGHTING	4	120V	RSX2 LED P3 40K R4 EGS	1568	70	147W	32.5'

Kimley»Horn

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787 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-445-4197
WWW.KIMLEY-HORN.COM

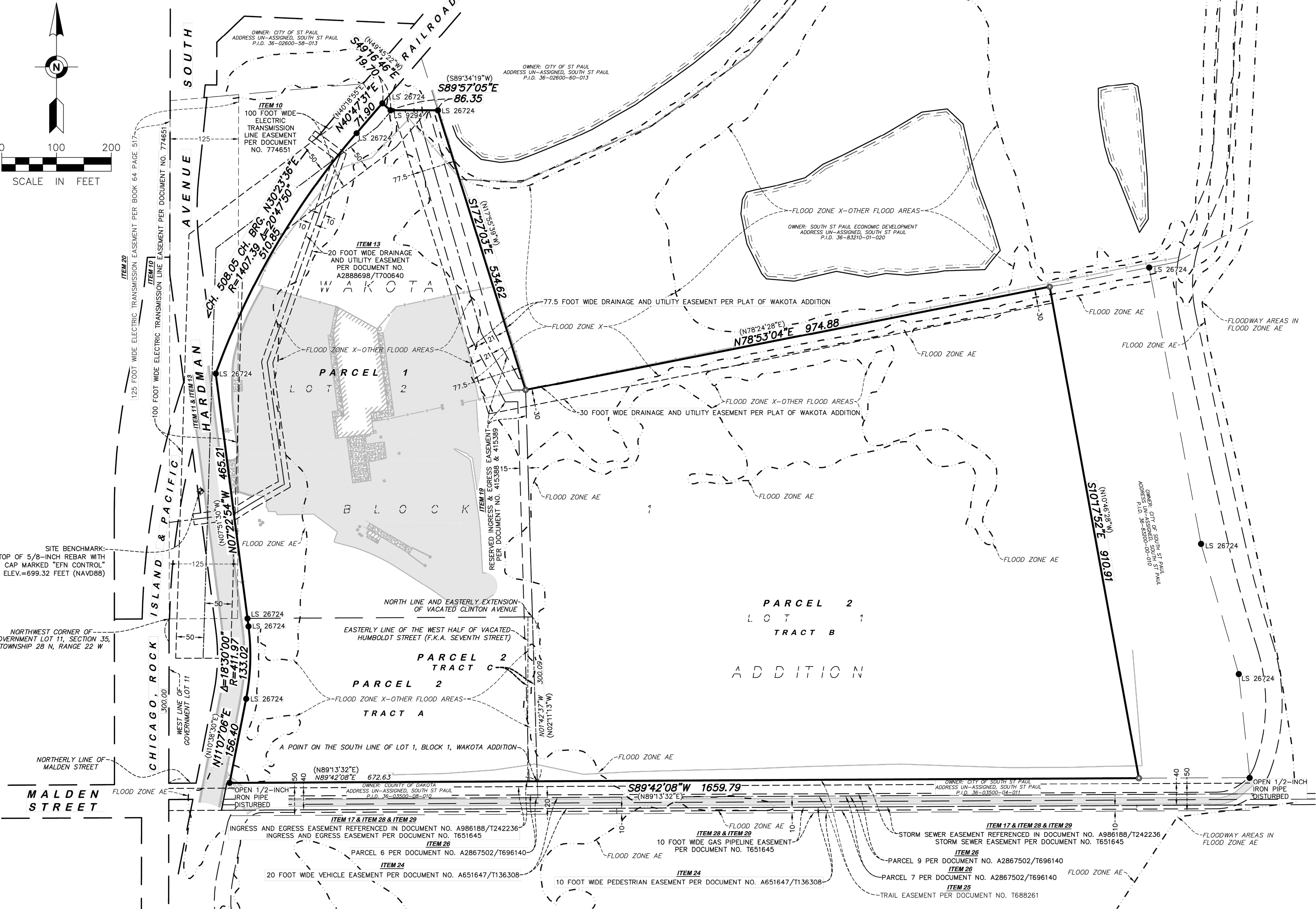
No. REVISIONS DATE BY

SEE SHEETS 3 & 4 FOR DETAIL OF EXISTING SITE CONDITIONS

ALTA/NSPS LAND TITLE SURVEY FOR:
Kimley Horn & Associates, Inc

SURVEY ITEMS PER SCHEDULE B:

- ITEM 10: Easement for transmission lines and related purposes in favor of Northern States Power Company, a Minnesota corporation, contained in Easement dated March 19, 1987, filed March 24, 1987, as Document No. 774651 (Abstract). (Parcel 1)
- As affected by Assignment and Assumption of Easements dated December 29, 2000, filed August 23, 2001, as Document No. 1805118 (Abstract).
- Said easement affects the surveyed property and is depicted hereon.
- ITEM 11: Easement for public street and public utilities and related purposes in favor of South Saint Paul, a Minnesota municipal corporation, contained in Easement dated October 31, 1979, filed May 9, 1980, as Document Nos. 560038 (Abstract) and 109838 (Torrens).
- Said easement for public street and public utilities is embraced within the dedicated right of way of Hardman Avenue South.
- ITEM 12: Terms and conditions of Declaration of Permanent Public Street Easement dated May 7, 2012, filed August 1, 2012, as Document No. 2884405 (Abstract).
- Said document does not affect the surveyed property.
- ITEM 13: Terms and conditions of and easement for public street, road, highway, utility and drainage and related purposes contained in Permanent Public Street, Drainage and Utility Easement Agreement dated April 27, 2012, filed August 21, 2012, as Document No. 2888698 (Abstract) and filed August 6, 2012, as Document No. T700640 (Torrens).
- Said easement for public street and public utilities is embraced within the dedicated right of way of Hardman Avenue South. Said easement for utility and drainage purposes affects the surveyed property and is depicted hereon.
- ITEM 14: Terms and conditions of and easements contained in Fourth Amended and Restated Agreement Relating To A Concrete Crushed Material Processing Fee dated December 4, 1995, filed August 24, 2012, as Document Nos. 2889656 (Abstract) and T701634 (Torrens).
- Said document affects the surveyed property. No plottable items to depict.
- ITEM 15: Terms and conditions of and levee easement contained in Resolution No. 2014-244 adopted December 15, 2014, filed January 8, 2015, as Document Nos. 3046420 (Abstract) and T740350 (Torrens).
- Said document affects the surveyed property. No plottable items to depict.
- ITEM 16: Terms and conditions of Resolution No. 2018-11 adopted January 2, 2018, filed February 26, 2018, as Document Nos. 3238925 (Abstract) and 789077 (Torrens).
- Said document affects the surveyed property. No plottable items to depict.
- ITEM 17: Subject to rights and easements for storm sewer, gas line and related purposes lying within vacated streets as evidenced in Quit Claim Deed dated April 9, 1991, filed May 21, 1991, as Document Nos. 986188 (Abstract) and 242236 (Torrens).
- Said easements do not affect the surveyed property and are depicted hereon for reference.
- ITEM 18: Terms and conditions of and flowage easement contained in Final Decree as to Dakota County Lands dated November 6, 1936, filed November 13, 1936, in Book 46 of Misc., Page 69, and in Final Decree as to the City of South Saint Paul Easements dated February 26, 1937, filed March 1, 1937, in Book 46 of Misc., Page 182.
- Said easement was quit claimed per Document No. A3245050/T790723 (See Item 22) .
- ITEM 19: Easement for ingress and egress, including the right to maintain existing gravel road as set forth in Warranty Deed dated December 29, 1969, filed April 24, 1973, as Document No. 415388, and in Quit Claim Deed dated December 29, 1969, filed April 24, 1973, as Document No. 415389.
- Said reserved easement affects the surveyed property and is depicted hereon.
- ITEM 20: Easement for electric transmission line in favor of Northern States Power Company contained in Easement dated May 4, 1955, filed May 17, 1955, in Book 64 of Misc., Page 383, and dated July 11, 1955, filed August 9, 1955, in Book 64 of Misc., Page 517.
- Said easement affects the surveyed property and is depicted hereon.
- ITEM 21: Easement for pipeline and related purposes in favor of Northern Natural Gas Company contained in Easement dated August 24, 1948, filed April 12, 1952, in Book 61 of Misc., Page 124, and dated September 10, 1957, filed October 24, 1957, in Book 70 of Misc., Page 236.
- Said Northern Natural Gas easement does not affect the surveyed property and is not depicted hereon.
- NOTE: Easement per Book 70 of Misc., Page 236 is a natural gas pipeline easement in favor of Northern States Power Company.
- ITEM 22: Terms and conditions of and rights of flowage in favor of the United States of America contained in Notice of Lis Pendens Fourth Condemnation dated June 4, 1931, filed July 25, 1931, as Document No. 1984 (Torrens), and as set forth in Amended Order and Decree of Registration filed April 6, 1981, as Document No. 115680 (Torrens), and further set forth in Final Certificate dated November 6, 1936, filed November 13, 1936, in Book 46 of Misc., Page 69; and in Final Decree as to the City of South Saint Paul Easements dated February 26, 1937, filed March 1, 1937, in Book 46 of Misc., Page 182.
- As affected by Quitclaim Deed dated April 3, 2018, filed April 11, 2018, as Document Nos. 3245050 (Abstract) and 790723 (Torrens).
- NOTE: A copy of Document No. 790723 (Torrens) does not appear memorialized onto Certificate of Title No. 161217.
- Said rights were quit claimed back to the owners of the surveyed property.
- ITEM 23: Easement for sewer purposes in favor of the City of South St. Paul contained in District Court Decree dated March 29, 1916, filed March 31, 1916, in Book Y of Misc., Page 522.
- Said document does not appear to contain an easement for sewer purposes.
- ITEM 24: Easements in favor of the City of South St. Paul, a Minnesota municipal corporation, contained in Easement dated January 17, 1984, filed April 10, 1984, as Document Nos. 651647 (Abstract) and 136308 (Torrens).
- Said easement does not affect the surveyed property and is depicted hereon for reference.
- ITEM 25: Terms and conditions of and easement for trail and related purposes in favor of Dakota County, a political subdivision of the State of Minnesota, its successors and assigns contained in Regional Transportation Trail Easement dated November 30, 2011, filed December 9, 2011, as Document No. T688261 (Torrens). (Parcel 2B)
- Said easement does not affect the surveyed property and is depicted hereon for reference.
- ITEM 26: Subject to Dakota County Right of Way Map No. 380, filed May 11, 2012, as Document Nos. 696140 (Torrens) and 2867502 (Abstract). (Parcel 2B)
- Said map does not affect the surveyed property and the parcels per said map are depicted hereon for reference.
- ITEM 27: Easement for spur track purposes contained in Warranty Deed dated October 20, 1964, filed October 22, 1964, as Document No. 36127 (Torrens).
- Said easement does not affect the surveyed property and is not depicted hereon.
- ITEM 28: Terms and conditions of and rights reserved as set forth in Resolution adopted December 19, 1983, filed April 10, 1984, as Document No. 651645 (Abstract).
- Said easements reserved do not affect the surveyed property and are depicted hereon for reference.
- ITEM 29: Terms and conditions of and easements contained in Resolution adopted December 19, 1983, filed April 10, 1984, as Document No. 651646 (Abstract).
- Said easements reserved do not affect the surveyed property and are depicted hereon for reference.



GOPHER STATE ONE CALL NOTE:

List of utilities notified per Gopher State One Call Ticket No. 250571097.

COMCAST
CITY OF SOUTH ST. PAUL
CENTURY LINK - CTOL
MCI
METROPOLITAN COUNCIL (MCS)

MNDOT
SPRINT/COGENT COMMUNICATIONS
MAGELLAN MIDSTREAM PARTNERS
XCEL ENERGY

LEGEND:

- FOUND IRON MONUMENT
- SET IRON MONUMENT MARKED WITH LICENSE NUMBER 53536

ATTACHMENT 10
ALTA SURVEY

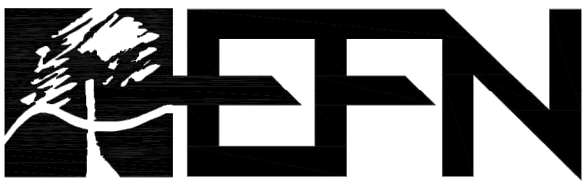
SURVEY FOR:

Kimley Horn & Associates, Inc

PROPERTY ADDRESS:

843 Hardman Avenue South
South St. Paul, Minnesota 55075

Dakota County Tax PID 36-83200-01-020 & 36-83200-01-010



Egan, Field & Nowak, Inc.

land surveyors since 1872

475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112

PHONE: (612) 466-3300

WWW.EFNSURVEY.COM

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ALTA/NSPS LAND TITLE SURVEY FOR:
Kimley Horn & Associates, Inc



SEE SHEET 4 FOR DETAIL OF SOUTHERLY EXISTING SITE CONDITIONS

LEGEND:

- | | |
|----|---|
| ● | FOUND IRON MONUMENT |
| ⊗ | SET IRON MONUMENT MARKED
WITH LICENSE NUMBER 53536 |
| ① | UNKNOWN MANHOLE |
| ② | SANITARY MANHOLE |
| ③ | STORM MANHOLE |
| ⊗ | CATCH BASIN |
| ⊕ | GATE VALVE |
| ⊙ | HYDRANT |
| ⊙ | AUTO SPRINKLER |
| ■ | GAS METER |
| V | VENT |
| MC | METAL COVER |

- | | |
|---|----------------------|
|  | ELECTRIC BOX |
|  | ELECTRIC PANEL |
|  | ELECTRIC METER |
|  | HANDHOLE |
|  | LIGHT |
|  | UTILITY POLE |
|  | TELEPHONE MANHOLE |
|  | COMMUNICATION BOX |
|  | FIBER OPTIC SIGN |
|  | SIGN |
|  | BOLLARD |
|  | RR CROSSBUCK W/ GATE |

-

- | | |
|---|-------------------------|
|  | CHAIN LINK FENCE |
|  | GUARDRAIL |
|  | SANITARY SEWER |
|  | STORM SEWER |
|  | WATERMAIN |
|  | OVERHEAD WIRE |
|  | UNDERGROUND GAS |
|  | UNDERGROUND FIBER OPTIC |
|  | TREELINE |
|  | RETAINING WALL |

GOPHER STATE ONE CALL NOTE:

List of utilities notified per Gopher State One Call Ticket No. 250571097.

COMCAST
CITY OF SOUTH ST. PAUL
CENTURYLINK - CTLQL
MCI
METROPOLITAN COUNCIL (M

MNDOT
SPRINT/COGENT COMMUNICATIONS
MAGELLAN MIDSTREAM PARTNERS
XCEL ENERGY

FIELD BOOK	PAGE	FIELDWORK CHIEF: LCH, SS	REVISIONS		
			NO.	DATE	DESCRIPTION
		DRAWN BY: PMD			
DRAWING NAME: 42510 - ALTA.dwg		CHECKED BY: CAT			
JOB NO. 42510					
FILE NO. DAK 45					

ALTA/NSPS LAND TITLE SURVEY

SURVEY FOR:

Kimley Horn & Associates, Inc

PROPERTY ADDRESS:

**843 Hardman Avenue South
South St. Paul, Minnesota 55075**

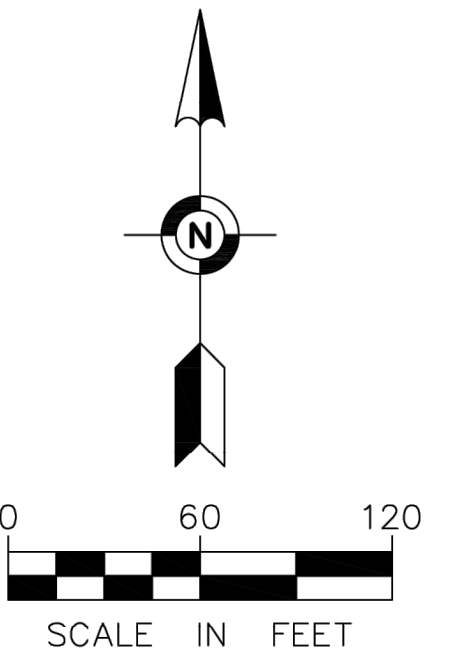
Dakota County Tax PID 36-83200-01-020 & 36-83200-01-010



Egan, Field & Nowak, Inc.

**475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112
PHONE: (612) 466-3300
WWW.EFNSURVEY.COM**

Egan, Field & Nowak, Inc.
land surveyors since 1872





LEGEND:

- FOUND IRON MONUMENT
- ⊙ SET IRON MONUMENT MARKED WITH LICENSE NUMBER 53536
- ⊙ UNKNOWN MANHOLE
- ⊙ SANITARY MANHOLE
- ⊙ STORM MANHOLE
- ⊙ CATCH BASIN
- ⊙ GATE VALVE
- ⊙ HYDRANT
- ⊙ AUTO SPRINKLER
- ⊙ GAS METER
- ⊙ VENT
- ⊙ METAL COVER
- ⊙ ELECTRIC BOX
- ⊙ ELECTRIC PANEL
- ⊙ ELECTRIC METER
- ⊙ HANDHOLE
- ⊙ LIGHT
- ⊙ UTILITY POLE
- ⊙ TELEPHONE MANHOLE
- ⊙ COMMUNICATION BOX
- ⊙ FIBER OPTIC SIGN
- ⊙ SIGN
- ⊙ BOLLARD
- ⊙ RR CROSSBUCK W/ GATE

- 920 EXISTING CONTOUR LINE
- TREE
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- GRAVEL SURFACE

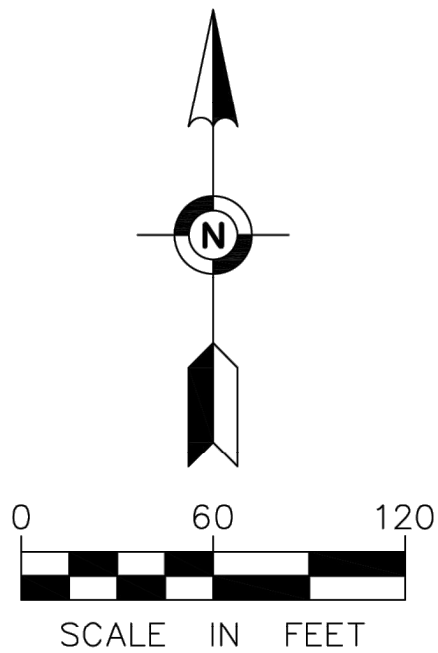
- CHAIN LINK FENCE
- GUARDRAIL
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- OVERHEAD WIRE
- UNDERGROUND GAS
- UNDERGROUND FIBER OPTIC
- TREELINE
- RETAINING WALL

GOPHER STATE ONE CALL NOTE:

List of utilities notified per Gopher State One Call Ticket No. 250571097.

COMCAST
CITY OF SOUTH ST. PAUL
CENTURYLINK - CTCLQ
MCI
METROPOLITAN COUNCIL (MCS)

MNDOT
SPRINT/COGENT COMMUNICATIONS
MAGELLAN MIDSTREAM PARTNERS
XCEL ENERGY



FIELD BOOK	PAGE	FIELDWORK CHIEF:	REVISIONS	
		LCH, SS	NO.	DATE
		DRAWN BY:	DESCRIPTION	
		PMD		
		CHECKED BY:		
		CAT		
DRAWING NAME:				
JOB NO. 42510				
FILE NO. DAK 45				

ALTA/NSPS
LAND TITLE SURVEY

SURVEY FOR:

Kimley Horn & Associates, Inc

PROPERTY ADDRESS:

843 Hardman Avenue South
South St. Paul, Minnesota 55075
Dakota County Tax PID 36-83200-01-020 & 36-83200-01-010



475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112
PHONE: (612) 466-3300
WWW.EFNSURVEY.COM
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June 2, 2025

Revised June 17, 2025

Michael Healy
Planning Manager, City of South St Paul
125 3rd Avenue North
South St. Paul, MN 55075

RE: Wakota Business Park – Planning & Zoning Narrative

Dear Michael,

Danner Family Limited Partnership is proposing to replat their property to allow for the development of the Wakota Business Park. The property is currently zoned as Industrial and will remain so during this process. The initial phase will consist of the construction of an approximately 79,200 square foot speculative industrial building with associated parking and loading docks. An Outlot will be created for future development flexibility. It is understood that the City will be constructing the future public drive through the property. This narrative will document the proposed direction that this development intends to follow.

Project Overview

This proposed development will establish an industrial site designed to accommodate light manufacturing and warehousing operations. The site is being platted to support the construction of a single large facility with supporting infrastructure, including loading docks, employee parking, stormwater management systems, and internal circulation roads.

The proposed site is located within the FEMA 100-year floodplain and therefore the City's Shoreland Management District. As such, this project is requesting a variance for the total maximum impervious area ratio.

Type of Business/Activity

The primary business activity on the site will be light industrial manufacturing and storage. The facility will support production, packaging, and warehousing of goods and materials, with potential sub-leasing of units to compatible industrial users. Business uses will conform to zoning regulations and will not include heavy industrial or hazardous activities.

Expected Activities on the Site

With the proposed building being speculative industrial, the exact uses internal to the building are not known at this time. The below list identifies potential uses:

- Receiving and unloading of raw materials via commercial trucks
- Assembly, packaging, and labeling of manufactured products
- Storage and inventory management within the warehouse
- Shipping of finished goods to distributors and customers
- Daily operations by office and warehouse personnel

- Periodic maintenance of equipment and loading/unloading zones

All industrial activities will occur within enclosed structures, ensuring minimal impact on adjacent properties.

Number of Employees

Upon full occupancy, the site is anticipated to employ approximately 30-80 employees, including warehouse workers, administrative staff, and management personnel. Staffing levels may fluctuate based on shifts and seasonal demand.

Number of Anticipated Customers at Any One Time

This facility is not designed for walk-in retail or high-volume customer traffic. It is anticipated that there will be minimal customer presence on-site, with an average of 0 to 10 visitors at any given time, typically by appointment or business-to-business meetings.

Hours of Operation

Standard operating hours are anticipated be Monday through Friday, 7:00 AM to 6:00 PM, with occasional weekend operations for shipping or maintenance. Extended hours may be implemented temporarily during peak production periods, but the site will not operate 24/7 under normal circumstances.

Conclusion

This proposed plat and industrial development is designed to support light manufacturing and warehousing operations in a manner consistent with local zoning and land use goals. The preliminary plat reflects thoughtful planning to support both current and future business needs. Please contact me with any questions or comments.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Matthew Sorenson
Project Manager
612-474-4926



ATTACHMENT 12

ASSISTANT CITY ENGINEER'S LETTER

City of South St. Paul

Engineering Department

June 20, 2025

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

RE: Wakota Business Park
Preliminary Plat and Site Plan Review

Dear Mr. Healy,

Engineering staff reviewed the submittal for the Wakota Business Park Development and have the following comments:

General Comments

1. Public improvement plans for the proposed Marley Danner Way are still being developed. The Developer shall enter into a Development Agreement with the City of South St. Paul at the time of final plat and plan approval. It is staff's understanding that the development of Lot 1 Block 2 is dependent on the public utilities being in place to serve the proposed building.
2. The Developer is responsible for acquiring all permits needed for the improvements, including, but not limited to a Watermain Plan Review (MDH), Sanitary Sewer Extension Permit (MPCA), NPDES permit and SWPPP, and City of South St. Paul building permit.
3. All public improvements must meet the standards of the City of South St. Paul and follow the City's standard specifications for construction and standard plates. The standard plates included in the plan set are not current. Applicant to coordinate with city staff to get the updated plates.
4. Applicant to provide a final geotechnical report signed by a licensed professional engineer with the State of Minnesota with the final plans. The geotechnical report included in the Stormwater Report is still labeled "DRAFT".
5. The draft geotechnical report details several options (soil corrections, soil surcharges, aggregate piers, etc.) for supporting the proposed building as the soil conditions at the site are not ideal. At the time of final plat and final plans, the applicant shall provide plans for how the building will be supported.



6. Applicant to review and update Heavy Duty Concrete Pavement Section detail on sheet C700. It currently reads 7 feet of concrete pavement.
7. Private utility installations or relocations are to be coordinated between the developer's design team, the contractor, and the private utility provider.

Preliminary Plat

1. Construction of the public roadway and utilities will require an easement on Lot 1 Block 1 for utility connections. The proposed public utilities will need to connect to existing watermain and sanitary sewer located on Lot 1 Block 1.
2. A drainage and utility easement is needed over the stormwater filtration basin on Lot 1 Block 2.

Street/Site Plan

1. Pedestrian ramps in public right-of-way must meet MnDOT standards. See MnDOT Standard Plan 5-297.250. Pedestrian ramps require 6" concrete walk.
2. Provide a 5-ft wide boulevard for snow storage between the sidewalk along Hardman Avenue and the curbline. Sidewalk must meet ADA standards for width and cross slope.
3. Applicant shall coordinate sidewalk connection to Dakota County trail system with Dakota County staff.
4. Applicant to provide truck turning movements from the proposed public streets into and out of the proposed development on Lot 1 Block 2 with final plan submittals.

Sanitary Sewer and Watermain

1. Construction of the public utilities will require the city to upsize the watermain along the 834 Hardman Ave property to complete the 8" loop from the Verderosa Ave Extension to the existing railroad crossing. This will have site impacts on Lot 1 Block 1.
2. Location of hydrants within the right-of-way are to be finalized with the public improvement plans. Hydrants for the site must be fed from the site's internal watermain system. Any internal hydrants are for fire protection use only and shall not be used for industrial purposes unless a hydrant meter is installed and payment is made to the City of South St. Paul.
3. Hydrants in paved areas shall be protected by bollards.
4. Applicant to update the final plans so that the approximate transformer location is not shown over the water service.
5. The elevation of the sanitary sewer service is to be finalized with the public improvement plans. Preliminary layouts suggest the proposed service on the Wakota Business Park site plans is feasible.

Grading & Stormwater Plan



1. A Stormwater Maintenance Agreement will be required with the final plat and final plans. City staff will prepare the agreement for Developer review and comment.
2. Energy dissipation measures, such as rip rap, are needed where pipes drain to the proposed stormwater filtration basin.
3. Applicant to add elevations or curb height call outs to the ADA stall access aisles in the parking lot to clarify where the ramp begins. There must be an ADA compliant route from the parking lot into the building.
4. Staff recommends moving STMH 401 to the curb line so that crews do not block drive lanes during maintenance activities.
5. Applicant to revise the filtration basin outlet to avoid having a pipe with 0.00% slope under the proposed public street.
6. Applicant to review the filtration basin bottom elevation and general filtration basin grading. The proposed bottom of the sand filter media is 695, but the groundwater elevation of boring ST-105 is 696.5.
7. Applicant to review the stormwater report narrative against what was entered in HydroCAD. The narrative says that a weighted CN of 90 was used for pre-development and CN of 91 was used for the post-development, but the HydroCAD reports show 89 for pre-development and 90 for post-development.

Erosion Control Plan

1. Per the city's fee schedule, an erosion control escrow of \$3,000 per acre will be collected with the building permit. The development on Lot 1 Block 2 will require an erosion control escrow of \$20,832.30 to be collected at the time of the building permit. This amount is based on the area of Lot 1 Block 2 as described in the preliminary plat dated June 17, 2025.
2. Erosion control measures (inlet protection, sediment control logs, silt fences, rock construction entrances, etc.) must be included in the final plans.

Landscaping Plan

1. Staff recommends that proposed trees be at least 10 feet from sanitary, water, or storm pipes for future maintenance and replacement needs.

Sincerely,

Kelsey Gelhar, P.E.
Assistant City Engineer



ATTACHMENT 13

STREET NAMING POLICY

CITY OF SOUTH ST. PAUL POLICY FOR THE NAMING AND RENAMING OF STREETS

Introduction:

The selection of a proper name for a street is a process that requires careful analysis. For this reason the following procedure and guidelines for naming streets has been adopted by the City of South St. Paul.

Responsibility:

The naming or renaming of a street is the responsibility of the City Council.

Existing Streets:

Any street named prior to the approval of this policy shall retain the name previously given unless renamed in accordance with this policy.

Streets Completed after Policy Adoption:

Prior to the completion of a development or comprehensive redevelopment, a working name may be used to label a street for identification and reference purposes. Streets shall formally be named at the time of adoption of the final plat, or where a plat is not involved upon completion, in accordance with this policy.

Procedure:

The following procedure will be followed for the formal naming of public streets:

1. The City Council, advisory body, staff, or resident recognizes and requests the naming of a public street.
2. Staff will prepare a list of potential names by soliciting input from neighborhood groups and other residents. The list will be formulated based on the criteria contained in this policy.
3. At the next Planning Commission meeting the Commission shall hold a public hearing to discuss list of potential names and discuss the relative merits of each, and a selection by vote will be made. Properties affected by the proposed street name change shall be notified of the public hearing. The name selected by majority vote will be recommended to the City Council along with the other finalist names. A rationale will be provided to the City Council in the agenda report regarding the finalists rejected and the recommended name.

4. The recommended name will be presented to the City Council. If the City Council does not approve one of the three finalist names, they shall refer the question back to the Planning Commission with specific direction.

Naming Criteria for Public Streets:

Listed below are the criteria which will be used to generate a list of potential names for public streets:

1. Name selection may acknowledge local historical events, persons, or significant community benefactors.
2. Name selection may include a community individual living or deceased. The person selected shall have obtained local or national prominence via significant contribution to the community or in any field of endeavor.
3. Consideration of a name may acknowledge major financial contributions which made the acquisition of property and/or construction and development possible.
4. Name selection may include the natural and cultural characteristics of the location and/or region.
5. Typically a street oriented east-west would be named "Street" while a street oriented north-south would be called "Avenue", "Boulevard", "Trail", "Drive", "Lane", "Place", "Path", "Road", or "Way", depending on their length and orientation. The names "Circle" and "Court" are reserved for dead-end cul-de-sacs.

While the names "Street" or "Avenue" may also be used elsewhere, the names "Street", "Avenue", "Boulevard", or "Road" should also be used for a street that has more regional significance. Whereas the names "Trail, Lane, Drive, Place, Path" should be used for streets that loop or terminate. The Council may allow exceptions to the street naming provided the exception meets the other criteria established above.

East-West Streets:

Numbered streets located north of Marie Avenue shall be named with a directional designation of north (3rd Street North), those south of Marie Avenue shall include south in the name (i.e. 3rd Street South).

Streets are numbered off of an X/Y axis centered on Marie Avenue (X) and 1st Avenue (Y). Marie Avenue is considered as the line number one for numbered streets that run east and west. Any numbered street north or south of Marie Avenue would correspond to the blocks north or south of Marie Avenue (i.e. 3rd Street South is two blocks south of Marie Avenue, 4th Street North is three blocks north of Marie Avenue).

Portions of east-west streets west of 1st Avenue shall be have the directional designation of west (i.e. Dale Street West), those east of 1st Avenue shall have a directional designation of east (i.e. Dale Street East). Where the entire street is located west or east of 1st Avenue then the directional designation is not used (i.e. Bromley Street).

North-South and Other Streets:

Portions of north-south streets north of Marie Avenue shall have the directional designation of north (i.e. 9th Avenue North), those south of Marie Avenue shall have the directional designation of south (i.e. 9th Avenue South). Where the entire street is located north or south of Marie Avenue then the directional designation is not used (i.e. Summit Avenue).

Renaming Criteria for Public Streets:

The renaming of public streets will be considered if one of the following criteria is met:

1. The name of the public street is the working name assigned prior to or during development.
2. An individual or organization contributed a significant portion of the cost of renovating the public street or adjacent developable land.
3. Renaming can occur for an individual living or deceased who has significantly served the community. In order to be considered for such an honor, the person should have completed at least ten years of local service. There should be a waiting period of twelve (12) months from termination of service or death of the individual to be considered.
4. A majority of the persons/businesses whose addresses are changed by the proposed renaming support the proposed renaming.

Renaming Expenses:

Any costs associated with the renaming of a street will be the responsibility of the nominating individual or group. This may include street signage, entrance signage, community publications and notices. The City of South St. Paul will make an effort to share estimated costs with the nominee before formal action is taken in accordance with the procedure listed in this policy.

Final Determination:

The City Council reserves all rights in the naming or renaming of all public streets.

Adopted: _____



CITY COUNCIL AGENDA REPORT

DATE:

July 21, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

11.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Conditional Use Permit for a Detached Garage at 1571 Stickney Avenue

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution #2025-79 approving a conditional use permit for a detached garage at 1571 Stickney Avenue.

OVERVIEW

Application

The Applicants, Viengsavanh Paborriboon and David Myer, are seeking to construct a 1,000-square foot detached garage on their property at 1571 Stickney Avenue. The property already has an attached garage and so a conditional use permit is required to construct a detached garage on the property.

Background

The Applicants are a married couple who reside at 1571 Stickney Avenue, the Subject Property, which is a single-family home that is owned by Viengsavanh Paborriboon. The property has R-2, Single-and-Two-Family Residence district zoning. The house on the subject property was constructed in 1960 and includes a 3-car attached garage.

Ms. Paborriboon purchased the Subject Property in 2012, and it is the only remaining residential "acreage" property in South St. Paul city limits. The Applicants' single-family home sits on a parcel that is approximately 2.25 acres in size. This parcel originally included even more land with a second single-family home on it, but this other house was split off via a lot split to form its own 1/4-acre parcel in 2013 with the address 1579 Stickney. The house at 1579 Stickney was torn down in 2024 after falling into severe disrepair and being declared hazardous by the City. The Applicants obtained a building permit on April 4th of this year to construct a twinhome on the now-vacant 1/4-acre parcel. They are still working on site preparation and have not yet begun construction of the twinhome.

The Applicants have had friction with the City over the past decade due to neighbor complaints about exterior storage code violations at the subject property. Historically, the Applicants have tried to use their unusually large property as if it is a rural property and have stored a large amount of boats, construction materials, inoperable and unlicensed vehicles, equipment, and debris throughout their backyard. Because their property sits on top of a hill and is partially wooded, the exterior storage is not visible from the public right-of-way along Stickney Avenue and is usually hidden from most other angles as well. During the fall and winter, when the leaves are off the trees, the exterior storage code violations are visible from the backyards of some neighboring properties. Some unlawfully stored items have also been visible from the US Route 52 off-ramp during leaf-off conditions. When leaves are on the trees, the exterior storage is difficult to see without going onto the subject property and climbing up the hill. Even though the subject property is very large and very private, it still has the same zoning as the other single-family homes in the neighborhood and the R-2 zoning district does not allow exterior storage. If the Applicants need more storage capacity, they are required to build an enclosed building for storage.

Why are the Applicants Seeking to Build a Detached Garage?

Staff advised the Applicants in 2024 that they cannot continue to have unlawful exterior storage on the subject property despite how private it is. The Applicants agreed to work towards cleaning up the property to address the neighbor complaints, and they have made some progress towards that goal. The Applicants own a lot of equipment and materials, and they want to be able to store these items on their property. City Staff encouraged the Applicants to pursue the construction of a large detached garage that would provide them with more storage capacity. The City Code allows a single-family home to have up to a 1,000-square-foot detached garage, although a conditional use permit is required if the property already has an attached garage. City Staff agreed to give the Applicants additional time to resolve their exterior storage code violations if they agreed to pursue the construction of a detached garage. The Applicants want to start building the garage later this summer, ideally pouring the concrete slab for the garage at the same time as they are pouring concrete for the foundation of the new twinhome that they are building next door at 1579 Stickney.

Site Characteristics

The subject property consists of 18 platted lots that were created in 1886 via the "LINSE'S SUBDIVISION OF LOT 20 OF ALBRECHTS OUT LOTS" plat. These lots were all eventually combined into one large parcel which changed shape during the mid-1900's due to road right-of-way vacations and acquisitions when the City adjusted the size and orientation of Stickney Avenue. As previously stated, part of the subject property was split off into a separate 1/4-acre parcel in 2013 which was given the address 1579 Stickney. As a result of the lot split, the subject property now has an irregular shape and has frontage along Stickney Avenue at two separate points. The subject property has roughly 415 feet of frontage along Stickney Avenue where the house is located and roughly 50 feet of frontage along Stickney Avenue where their driveway entrance is located on the north side of the 1579 Stickney property. The house on the subject property sits at the top of a 25-foot-tall hill. The house on the subject property gets its vehicular access via a long gravel driveway that goes up the hill behind the 1579 Stickney property.

The subject property has no neighbors to the north or west and all of that land is owned by MnDOT and used for US Route 52 and related green space and pedestrian infrastructure. The subject property has a messy title and there is an unvacated alley that runs through part of the subject property and an unvacated local road right-of-way that sits between the subject property and US Route 52. These same unvacated rights-of-way also impact some of the neighboring properties and cloud their titles. Several years ago, the Applicants and some of their neighbors engaged a surveyor to explore fixing these title issues, but they ultimately did not move forward with the project.

Zoning and Comprehensive Plan Guidance

The subject property is zoned R-2 Single-and-Two-Family Residence district. It is guided Low Density Residential in the 2040 Comprehensive Plan which "allows single-family detached homes and low-density attached units such as duplexes and twin homes. Low Density Residential development ranges from 1 to 5 units per acre."

City Code Section 118-208 governs detached accessory buildings. It states that if a single-family home property already has an attached garage, a conditional use permit is required before the property can build a detached garage as a 2nd garage.

Proposed Garage

The Applicant is proposing to construct a 40' x 25' detached garage which would be 1,000 square feet in size. This is the largest detached garage that the City Code allows. The proposed garage would be 16 feet in height, measured slab to peak, which is the tallest garage height that the City Code allows. It would feature a standard gabled roof. Interestingly, the Applicants are seeking to bury three sides of the garage into their hill and the only fully exposed side will be the front of the garage, which faces north towards their driveway. The garage walls that are buried in the hill will be constructed out of concrete block so that they can retain the earth. The side of the garage that is exposed will be sided with hardieboard-type siding. The Applicants have stated that only about 3 feet of each of the buried walls will be above-grade and visible.

The proposed project complies with all relevant zoning requirements (i.e. lot coverage requirements, setback requirements, size limits, height limits, and rules for exterior building materials). A more detailed analysis of these code provisions is included in the attached Planning Commission report.

Conditional Use Permit Criteria

A City may require a conditional use permit for certain types of businesses or structures that require a case by case review to prevent negative impacts. The City must approve the conditional use permit if the criteria laid out in the City Code are met. The City can attach conditions to each approval to address potential negative impacts but the conditions must have a rational connection to the use that is being proposed. The Applicants' request 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.

Planning Commission Public Hearing

The Planning Commission held a public hearing for the conditional use permit at their July 2nd meeting. City Staff explained to the Planning Commission that a single-family home property in the R-2 zoning district is generally entitled to get a conditional use permit to have a detached garage. Legally, the City does not have the right to block a conditional use permit (CUP) because of unrelated code violations and the City does not have the right to withhold a building permit for a new garage until a property owner resolves unrelated code violations. City Staff shared that several neighbors contacted the City after receiving the public hearing notice in the mail. Most of these neighbors wanted to air grievances about the subject property's code violations and get more information about the status of the City's ongoing code enforcement efforts. Most of the neighbors who contacted City Staff ahead of the public hearing chose not to submit formal comments after learning more about how code enforcement works and learning more about how conditional use permits work. One email from a resident suggesting "conditions of approval" is included as an attachment. City Staff reviewed this email with the City Attorney before the Planning Commission meeting and determined that most of the suggested conditions are either not lawful or are redundant with conditions that City Staff is already proposing.

David Myers, one of the Applicants, shared with the Planning Commission that he has gotten rid of the unlicensed vehicles that were previously at the property and he has cleaned up much of the garbage. He stated that the front part of the property that is visible from Stickney Avenue (i.e. the hole in the hill) looks the way it does right now because of the ongoing construction project. He

has finished demolishing the hazardous building and is working to prep the site for construction of the twinhome later this year. Mr. Myers is a construction contractor and much of the equipment that he is using to build the twinhome belongs to his company. Mr. Myers stated that his construction site has repeatedly been attacked by vandals who have sabotaged his construction vehicles by breaking parts and this is a big part of why the construction project is taking as long as it is. He says that he is going as fast as he can, weather permitting. He reminded the Planning Commission that a big part of why he is proposing to build this garage is because he was encouraged to do so by City Staff. This is his attempt to work with the City to amicably resolve the code violations.

Two residents spoke at the public hearing, primarily to air grievances about the subject property's ongoing code violations:

- John Larson of 1621 Evans shared that the property is "a horrible place to look at." He stated that a lot of the items that are being stored outside are junk. He questioned whether building a new garage would help address issues with junk and garbage. He conceded that his comments are all code enforcement comments and are largely unrelated to the conditional use permit for a garage.
- Dan Niederkorn of 421 Outlook expressed his disappointment regarding the state of the subject property and chided the Applicant for not taking pride in his property's appearance. He stated that he does not agree with the City Planner and the City Attorney that code enforcement and the conditional use permit for a garage legally need to be kept separate. He wants a condition in the conditional use permit stating that the property cannot have exterior storage. He also questioned whether the Applicant should be allowed to keep their gravel driveway and suggested that other properties in town, including his own, have been required to have a hard-surfaced driveway.

The Planning Commissioners discussed the conditional use permit and stated that, while they understand the neighborhood's code enforcement concerns, the vote tonight is only about whether the Applicants can build a detached garage. City Staff clarified that they had reviewed the status of the gravel driveway internally with the City Attorney and the City Engineer, and it was determined that the existing driveway is lawful nonconforming ("grandfathered") but any new driveway sections that the Applicant builds need to be paved. It is not a reasonable condition to require the Applicant to pave his entire 350-foot-long gravel driveway just to build a detached garage at the top of the hill.

The Planning Commission recommended approval of the conditional use permit, with City Staff's recommended conditions of approval, with a 5-0 vote.

Discussion

The project appears to meet the code criteria for when to grant a Conditional Use Permit. The

proposed garage will be far from the public street and will have almost no impact on any neighboring properties. City Staff understands that many neighbors are upset about the ongoing exterior storage code violations at 1571 Stickney Avenue but would encourage the City Council to remember the following:

- The Applicants have a 2.25-acre property and they own a lot of material possessions. It is reasonable for them to build a detached garage and the City wants them to build a detached garage. There is no benefit to the City in making this garage project more difficult than it needs to be.
- The property has active code violations and City Staff has the ability to issue a compliance letter and then issue citations if the compliance deadline is not met. So far, the Applicants have complied with all the deadlines that they have been given, including the deadline for demolishing their hazardous building and the deadline to either resolve the exterior storage issues or apply for a conditional use permit to build a detached garage by June 1st. Putting a condition in the conditional use permit that says "the property cannot have exterior storage" as some neighbors are requesting would accomplish absolutely nothing from a code enforcement standpoint and could cause legal problems for the City. The property is already not allowed to have exterior storage because properties with residential zoning are not allowed to have exterior storage, per Section 118-240 of the City Code.
- The City frequently issues conditional use permits with operating conditions to commercial businesses (i.e. hours of operation, limits on exterior storage, etc.). If the business continuously violates the conditions, the City Council can revoke the conditional use permit and require the business to cease operations entirely. This is considered the nuclear option and it is reserved for situations where the City has not gotten anywhere with traditional code enforcement. This is not something that the City realistically can do with the type of conditional use permit that the Applicants are seeking which is to build a structure, not operate a commercial use. If the Applicants build the detached garage and violate a condition of approval 5 years from now, the City is not going to revoke the conditional use permit and try to get the garage demolished. That is not an appropriate remedy. Instead, the City will use its administrative citation process to gain compliance.
- Several neighbors have expressed frustration at how long it takes the Applicants to complete construction projects and have asked that there be a construction deadline for the completion of the detached garage. This is not legal because the State Building Code allows a property owner to keep a building permit open indefinitely as long as they work on their project at least once every 180 days. The City does not have the

authority to use its conditional use permit process to circumvent the State Building Code. While the City does not have the authority to dictate the completion date of the garage project, the City does have the authority to set a firm deadline for the resolution of all exterior storage violations at the subject property. This would be done via a written compliance letter and not with the conditional use permit. The compliance letter must be hand-delivered or sent to the property owner via USPS mail. City Staff can begin issuing citations if the documented code violations are not addressed by the deadline set in the compliance letter.

City Staff is happy to answer any code enforcement questions that the City Council might have while they review this conditional use permit request.

Recommended Action

City Staff and the Planning Commission recommend approval of Resolution #2025-79 approving a conditional use permit for a detached garage at 1571 Stickney Avenue.

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Comments Received Prior to Planning Commission Public Hearing
2. Resolution 2025-79
3. Planning Commission Memo

ATTACHMENT 1

COMMENTS RECEIVED PRIOR TO PLANNING COMMISSION PUBLIC HEARING

Michael Healy

From: Kristie Ahern
Sent: Sunday, June 29, 2025 10:55 AM
To: Michael Healy
Subject: 1571 Stickney Avenue Conditional Permit

You don't often get email from kristieef@yahoo.com. [Learn why this is important](#)

Hello,

We are unable to attend the public hearing on July 2 in regards to the conditional use permit at 1571 Stickney Avenue, but wanted to voice a few thoughts.

We are not necessarily in opposition to an additional garage on the property, but would prefer conditions to be met prior to the approval.

1. The house on Stickney needs to be fully removed and the area cleaned up.
2. There should be no outside storage of any items prior to a new build.
3. Materials and construction should be pre-approved, avoiding temporary materials i.e tarps.
4. A firm timeline on the duration of the build.
5. Clarification on the purpose of the additional garage.

Thank you and Happy Fourth of July!
Kristie Ahern

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-79

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A DETACHED
GARAGE AT 1571 STICKNEY AVENUE**

WHEREAS, the City received an application from Viengsavanh Paborriboon requesting a conditional use permit to construct a detached garage at 1571 Stickney Avenue. The property already has an attached garage and so a conditional use permit is required to construct a detached garage on the property; and

WHEREAS, the subject property is located at 1571 Stickney Avenue (“the Property”); and legally described as follows:

(See Exhibit A)

WHEREAS, the Planning Commission held a public hearing on the application at their July 2, 2025 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission recommended approval (5-0) of the application at their July 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 July 2, 2025 regarding this matter are hereby adopted and included herein by reference including the following attachments:
 1. Site Location Map
 2. Approximate Location of Proposed Garage
 3. Site Plan
 4. Garage Plan
 5. Applicant’s Narrative
 6. Photographs of Subject Property

2. Findings.

A. The City Council determines that the proposed conditional use permit is consistent with the following criteria:

- i. That the conditional use, which such conditions as the commission shall determine and attach, conforms to the general purpose and intent of this chapter.
- 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.
- 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.
- iv. That adequate utilities, access roads, streets, drainage, and other necessary facilities have been or will be provided.
- 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.
- vi. That the proposed use is appropriate for its proposed location within a residential area and will not adversely affect the residential character of the neighborhood or reduce property values.

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	dated 5/30/2025
b. Narrative	Not dated
c. Site Plan	Not dated
d. Garage Plan	Not dated

2. **Building Permit Required.** The Applicant must obtain a building permit prior to beginning construction.

3. **Zoning Requirements for Building Construction.** The detached garage shall be built to the Zoning Standards stated in Section 118-208 and must adhere to all height and setback requirements for detached garages. Exterior walls that are primarily buried in the hill may be comprised of concrete block but walls that are fully or mostly exposed must be clad with exterior building materials that are allowed under Section 118-208.

4. **Apron/Driveway Material.** The existing gravel driveway is lawful nonconforming, but no new gravel surfaces may be added to the subject property. Any driveway extension or driveway apron that is needed for the garage must be constructed out of asphalt, concrete, or a hard-surfaced paver material that has been approved by the City Engineer.
5. **Use of Detached Garage.** The detached garage shall be used for personal storage. The building may not be utilized in a manner that violates any of the City's rules for home occupations.
6. **Termination of the Conditional Use Permit.** The Conditional Use Permit will terminate automatically if improvements have not substantially begun within one year from the date of approval. Additionally, 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 21st day of July 2025

City Clerk

ATTACHMENTS

A- Legal Description

**ATTACHMENT A
LEGAL DESCRIPTION**

PID #36-4500-01-182:

That part of lands which before the vacation of the plat thereof were known as Lots 1 to 11 both inclusive and Lot 18 all in Block 1 and Lot 1 in Block 2 of LINSE'S SUBDIVISION OF LOT 20 ALBRECHTS OUT LOTS TO DAKOTA COUNTY, together with any portion of any street, avenue or alley which accrued to said lots by virtue of said vacation, Dakota County, Minnesota and Lots 12 through 17, Block 1, LINSE'S SUBDIVISION OF LOT 20 ALBRECHTS OUT LOTS TO DAKOTA COUNTY, Dakota County, Minnesota lying southeasterly, southwesterly, northwesterly and westerly of the following described line:

Commencing at the most southeast corner of said Block 1; thence North 16 degrees 50 minutes 53 seconds West, assumed bearing, along the east line of said Block 1, a distance of 412.51 feet to the point of beginning of the line to be described; thence South 73 degrees 50 minutes 18 seconds West a distance of 100.94 feet to the westerly line of said Lot 1, Block 1; thence North 16 degrees 50 minutes 53 seconds West a distance of 16.79 feet along said westerly line of Lot 1, Block 1; thence North 13 degrees 41 minutes 38 seconds East, along the westerly line of said Lot 1, Block 1, a distance of 63.21 feet to the most northwest corner of said Lot 1, Block 1; thence North 01 degrees 25 minutes 52 seconds West, a distance of 50.00 feet to the most southwest corner of said Lot 1, Block 2; thence continuing North 01 degrees 25 minutes 52 seconds West, along the westerly line of said Lot 1, Block 2, a distance of 72.92 feet to the westerly right-of-way line of Stickney Avenue and said line there terminating.



PLANNING COMMISSION AGENDA REPORT

DATE: July 2, 2025
DEPARTMENT: Planning & Zoning
PREPARED BY: Michael Healy
AGENDA ITEM NUMBER: 5.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Conditional Use Permit for a Detached Garage at 1571 Stickney Avenue

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

A motion recommending approval or denial of a conditional use permit for a detached garage at 1571 Stickney Avenue.

OVERVIEW

Application

The Applicants, Viengsavanh Paborriboon and David Myer, are seeking to construct a 1,000-square foot detached garage on their property at 1571 Stickney Avenue. The property already has an attached garage and so a conditional use permit is required to construct a detached garage on the property.

Review Timeline

Application Submittal: June 2, 2025

Planning Commission: July 2, 2025

Tentative City Council Meeting: July 21, 2025

120-Day Review Deadline: August 1, 2025

Background

The Applicants are a married couple who reside at 1571 Stickney Avenue, the Subject Property, which is a single-family home that is owned by Viengsavanh Paborriboon. The property has R-2, Single-and-Two-Family Residence district zoning. The house on the subject property was constructed in 1960 and includes a 3-car attached garage.

Ms. Paborriboon purchased the Subject Property in 2012, and it is the only remaining residential "acreage" property in South St. Paul city limits. The Applicants' single-family home sits on a parcel that is approximately 2.25 acres in size. This parcel originally included even more land

with a second single-family home on it, but this other house was split off via a lot split to form its own 1/4-acre parcel in 2013 with the address 1579 Stickney. The house at 1579 Stickney was torn down in 2024 after falling into severe disrepair and being declared hazardous by the City. The Applicants obtained a building permit on April 4th of this year to construct a twinhome on the now-vacant 1/4-acre parcel. They are still working on site preparation and have not yet begun construction of the twinhome.

The Applicants have had significant friction with the City over the past decade due to neighbor complaints about exterior storage code violations at the subject property. Historically, the Applicants have tried to use this unusually large property as if it is a rural property and have stored a large amount of boats, construction materials, inoperable and unlicensed vehicles, equipment, and debris throughout their backyard. Because their property sits on top of a hill and is partially wooded, the exterior storage is not visible from the public right-of-way along Stickney Avenue and is usually hidden from most other angles as well. During the fall and winter, when the leaves are off the trees, the exterior storage code violations are visible from the backyards of some neighboring properties. Some unlawfully stored items have also been visible from the US Route 52 off-ramp during leaf-off conditions. When leaves are on the trees, the exterior storage is difficult to see without going onto the subject property and climbing up the hill. Even though the subject property is very large and very private, it still has the same zoning as the other single-family homes in the neighborhood and the R-2 zoning district does not allow exterior storage. If the Applicants need more storage capacity, they are required to build an enclosed building for storage.

Why are the Applicants Seeking to Build a Detached Garage?

Staff advised the Applicants in 2024 that they cannot continue to have unlawful exterior storage on the subject property despite how private it is. The Applicants agreed to work towards cleaning up the property to address the neighbor complaints, and they have made some progress towards that goal. The Applicants own a lot of equipment and materials, and they want to be able to store these items on their property. City Staff advised the Applicants that they should pursue the construction of a large detached garage that would provide them with more storage capacity. The City Code allows a single-family home to have up to a 1,000-square-foot detached garage, although a conditional use permit is required if the property already has an attached garage. City Staff agreed to give the Applicants additional time to resolve their exterior storage code violations if they agreed to pursue the construction of a detached garage. The Applicants want to start building the garage later this summer, ideally pouring the concrete slab for the garage at the same time as they are pouring concrete for the foundation of the new twinhome that they are building next door at 1579 Stickney.

Site Characteristics

The subject property consists of 18 platted lots that were created in 1886 via the "LINSE'S SUBDIVISION OF LOT 20 OF ALBRECHTS OUT LOTS" plat. These lots were all eventually combined into one large parcel which changed shape during the mid-1900's due to road right-of-way vacations and acquisitions when the City adjusted the size and orientation of Stickney Avenue. As previously stated, part of the subject property was split off into a separate 1/4-acre

parcel in 2013 which was given the address 1579 Stickney. As a result of the lot split, the subject property now has an irregular shape and has frontage along Stickney Avenue at two separate points. The subject property has roughly 415 feet of frontage along Stickney Avenue where the house is located and roughly 50 feet of frontage along Stickney Avenue where their driveway entrance is located on the north side of the 1579 Stickney property. The house on the subject property sits at the top of a 25-foot-tall hill. The house on the subject property gets its vehicular access via a long gravel driveway that goes up the hill behind the 1579 Stickney property.

The subject property has no neighbors to the north or west and all of that land is owned by MnDOT and used for US Route 52 and related green space and pedestrian infrastructure. The subject property has a messy title and there is an unvacated alley that runs through part of the subject property and an unvacated local road right-of-way that sits between the subject property and US Route 52. These same unvacated rights-of-way also impact some of the neighboring properties and cloud their titles. Several years ago, the Applicants and some of their neighbors engaged a surveyor to explore fixing these title issues, but they ultimately did not move forward with the project.

Zoning and Comprehensive Plan Guidance

The subject property is zoned R-2 Single-and-Two-Family Residence district. It is guided Low Density Residential in the 2040 Comprehensive Plan which "allows single-family detached homes and low-density attached units such as duplexes and twin homes. Low Density Residential development ranges from 1 to 5 units per acre." The comprehensive plan does specifically mention the subject property with both a policy and an action that call for exploring whether the vacant part of the property at the top of the hill could support additional single-family housing units in the future:

Policy 4.7.6: "Explore the potential of the sparsely developed residential area north of Wilson Heights and west of Stickney Avenue for new infill single-family housing. Explore zoning changes for the area to encourage this development."

Action 4.7: Establish zoning changes to the North Stickney area to promote new single-family residential development similar to nearby Wilson Heights.

The Applicants have stated that they have no intention of selling their two properties for redevelopment. They want to hold both properties long-term for the enjoyment of their family. They have stated that their adult daughter will be residing in half of the new twinhome that they are building at 1579 Stickney after construction is complete. Staff is not convinced that the Comprehensive Plan's goal of creating a whole new single-family home neighborhood on the subject property is feasible. Recently enacted zoning updates do now make it possible to add a few infill single-family homes on the property with a shared-access driveway, but it does not appear that the property has the right dimensions to support a new road system and still have space for enough buildable lots to pay for the cost of a road extension. The Wilson Heights neighborhood next door was created from a piece of land that was over 8 acres in size and 700 feet deep, so there was ample real estate to construct new cul-de-sacs with buildable lots on all sides. The subject property has challenging topography, it is only 300-400 feet deep off of

Stickney, and the potential redevelopment area is just over 3 acres in size even if adjacent vacant land that is currently under separate ownership is included.

Proposed Garage

The Applicant is proposing to construct a 40' x 25' detached garage which would be 1,000 square feet in size. This is the largest detached garage that the City Code allows. The proposed garage would be 16 feet in height, measured slab to peak, which is the tallest garage height that the City Code allows. It would feature a standard gabled roof. Interestingly, the Applicants are seeking to bury three sides of the garage into their hill and the only fully exposed side will be the front of the garage, which faces north towards their driveway. The garage walls that are buried in the hill will be constructed out of concrete block so that they can retain the earth. The side of the garage that is exposed will be sided with hardieboard-type siding. The Applicants have stated that only about 3 feet of each of the buried walls will be above-grade and visible.

Relevant Code

The following City Code sections are relevant to this project:

- Section 118-40 of the City Code governs Conditional Use Permits.
- Section 118-122 of the City Code governs the R-2 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-2 zoning is 35%. The current lot coverage for the property is 3%. If the proposed garage is constructed, the lot will have approximately 4% 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. The proposed garage will be over 100 feet from the nearest property line that is shared with a neighboring property. The proposed garage will be about 30 feet away from the edge of the unvacated alley that runs through part of the subject property.

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 Applicant is proposing a 16-foot-tall garage.

Exterior Materials/Finish

The building will have a shingled roof. The proposed garage would use a hardie-board type siding for the only wall that is exposed. The three walls that are mostly buried in the hill would be constructed out of concrete block. The Applicant has stated that no more than 3 feet of each buried wall should be visible above the ground. Concrete block is generally not considered an acceptable exterior building material for residential garages and needs to be clad with a different siding material if the walls are going to be visible. The small portion of the three buried walls that will be above-grade will not be visible since all neighboring properties are so far away and are obscured by vegetation and topography.

CONDITIONAL USE PERMIT CRITERIA

A City may require a conditional use permit for certain types of businesses or structures that require a case by case review to prevent negative impacts. The City can attach conditions to each approval to address those potential negative impacts. 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.

DISCUSSION

The project appears to meet the code criteria for when to grant a Conditional Use Permit. The subject property is very large, and the proposed garage will be far from the public street and will have almost no impact on any neighboring properties. Some neighbors within 350 feet of the subject property who received a notice of public hearing for this project in the mail have reached out to City Staff to complain about exterior storage on the subject property and complain about the status of the "hole" next door where the twinhome is supposed to be built later this year. Legally, the subject property's ongoing exterior storage code violations should not have any bearing on whether the City grants this conditional use permit because that is outside the scope of the City Code's CUP criteria. If this garage project comes to fruition, City Staff is hopeful that the new garage will give the Applicants a lawful way to store their possessions and will assist with efforts to bring the property into code compliance. The Applicants do have a history of pulling building permits and not completing projects, so City Staff intends to continue monitoring this property and doing code enforcement. The code enforcement process is completely separate from the CUP review that the Planning Commission is being asked to complete at this meeting but Staff will provide a brief overview of the code enforcement status of this property to address neighborhood concerns.

City Staff has been working in good faith with the Applicants since early 2024 to try to resolve the various code violations at the subject property and the Applicants' other property next door. The Applicants have made progress with some of the code violations (i.e. disposing of junk vehicles and demolishing the hazardous building at 1579 Stickney) but continue to have exterior storage issues in their backyard. Earlier this year, the Applicants were given a compliance deadline of June 2nd to either fully resolve the exterior storage code violations or apply for a conditional use permit to build a detached garage. The Applicants chose to meet the June 2nd compliance deadline by submitting an application for a conditional use permit. After the City Council has made a final decision regarding the conditional use permit, City Staff will sit down with the Applicants to discuss a new compliance deadline for fixing the exterior storage code violations. In accordance with City Code requirements, the compliance deadline will be legally established via a letter that will be sent to the Applicant via USPS mail. They can be issued citations if they have not resolved the code violations by the new compliance deadline. Unpaid citations are added to the property taxes at the end of the year as a special assessment.

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:
 - a. **Application** **5/30/2025**
 - b. **Narrative** **Undated**

- c. **Site Plan**
- d. **Garage Plan**

Undated
Undated

2. **Building Permit Required.** The Applicant must obtain a building permit prior to beginning construction.
3. **Zoning Requirements for Building Construction.** The detached garage shall be built to the Zoning Standards stated in Section 118-208 and must adhere to all height and setback requirements for detached garages. Exterior walls that are primarily buried in the hill may be comprised of concrete block but walls that are fully or mostly exposed must be clad with exterior building materials that are allowed under Section 118-208.
4. **Apron/Driveway Material.** The existing gravel driveway is lawful nonconforming, but no new gravel surfaces may be added to the subject property. Any driveway extension or driveway apron that is needed for the garage must be constructed out of asphalt, concrete, or a hard-surfaced paver material that has been approved by the City Engineer.
5. **Use of Detached Garage.** The detached garage shall be used for personal storage. The building may not be utilized in a manner that violates any of the City's rules for home occupations.
6. **Termination of the Conditional Use Permit.** The Conditional Use Permit will terminate automatically if improvements have not substantially begun within one year from the date of approval. Additionally, 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 NEEDED

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

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

A. Motion to recommend approval of a conditional use permit for a detached garage at 1571 Stickney Avenue.

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

B. Motion to recommend denial of a conditional use permit for a detached garage at 1571 Stickney 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 of the six parts of the CUP criteria.

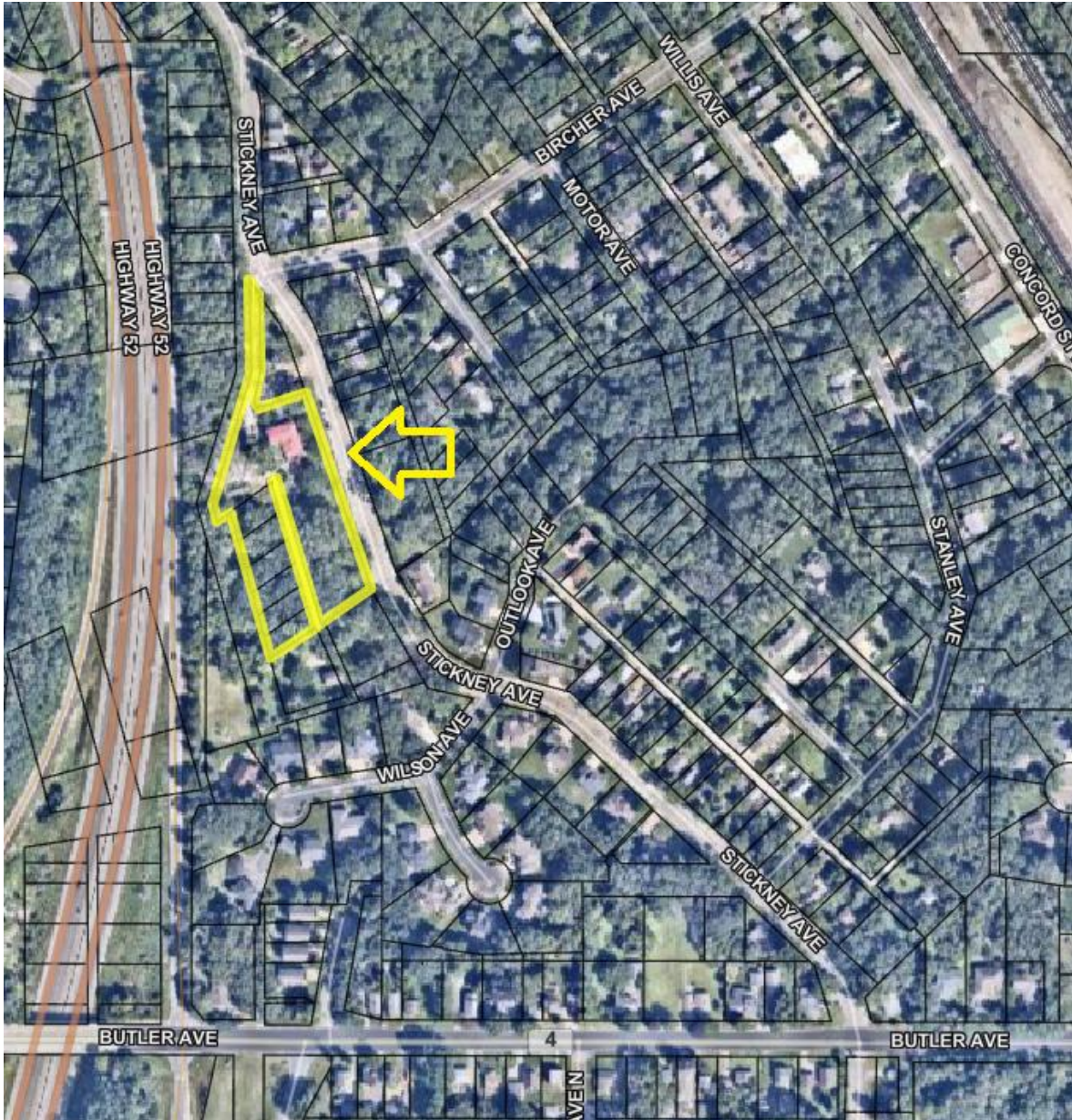
SOURCE OF FUNDS

NA

ATTACHMENTS

1. Site Location Map
2. Approximate Location of Proposed Garage
3. Site Plan
4. Garage Plan
5. Applicant's Narrative
6. Photographs of Subject Property

ATTACHMENT 1
SITE LOCATION MAP



ATTACHMENT 2

APPROXIMATE LOCATION OF PROPOSED DETACHED GARAGE



ATTACHMENT 3
SITE PLAN

LOT SPLIT CERTIFICATE

EXISTING LEGAL DESCRIPTION:

Lands which before the vacation of the plat thereof were known as Lots 1 to 11 both inclusive and Lot 18 all in Block 1 and Lot 1 in Block 2 of LINSE'S SUBDIVISION OF LOT 20 ALBRECHTS OUT LOTS TO DAKOTA COUNTY, together with any portion of any street, avenue or alley which accrued to said lots by virtue of said vacation, Dakota County, Minnesota.

and

Lots 12 through 17, Block 1, LINSE'S SUBDIVISION OF LOT 20 ALBRECHTS OUT LOTS TO DAKOTA COUNTY, Dakota County, Minnesota.

PROPOSED LEGAL DESCRIPTION PARCEL A:

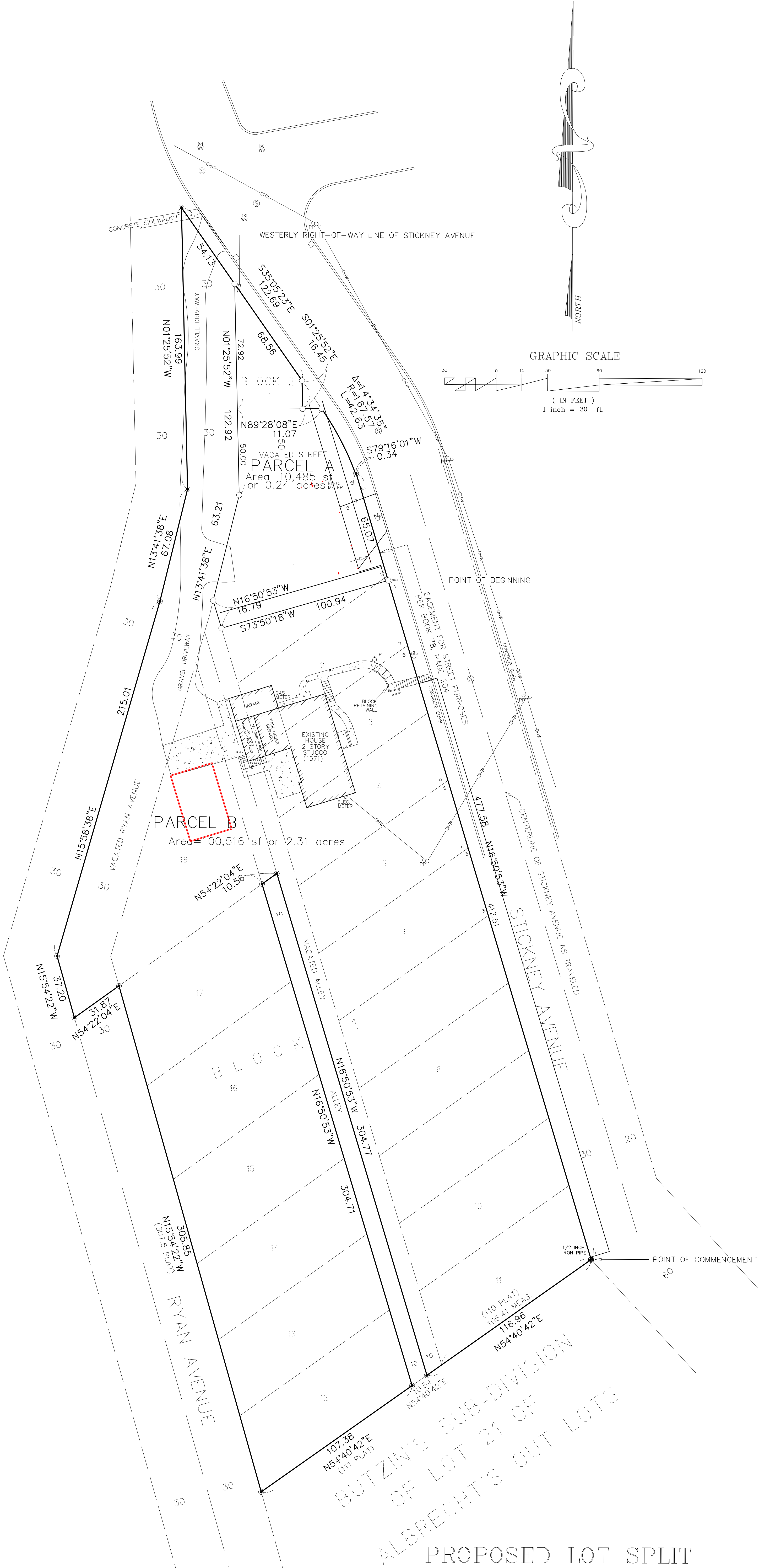
That part of lands which before the vacation of the plat thereof were known as Lots 1 to 11 both inclusive and Lot 18 all in Block 1 and Lot 1 in Block 2 of LINSE'S SUBDIVISION OF LOT 20 ALBRECHTS OUT LOTS TO DAKOTA COUNTY, together with any portion of any street, avenue or alley which accrued to said lots by virtue of said vacation, Dakota County, Minnesota and Lots 12 through 17, Block 1, LINSE'S SUBDIVISION OF LOT 20 ALBRECHTS OUT LOTS TO DAKOTA COUNTY, Dakota County, Minnesota lying northwesterly, northeasterly, southeasterly and easterly of the following described line:

Commencing at the most southeast corner of said Block 1; thence North 16 degrees 50 minutes 53 seconds West, assumed bearing, along the east line of said Block 1, a distance of 412.51 feet to the point of beginning of the line to be described; thence South 73 degrees 50 minutes 18 seconds West a distance of 100.94 feet to the westerly line of said Lot 1, Block 1; thence North 16 degrees 50 minutes 53 seconds West a distance of 16.79 feet along said westerly line of Lot 1, Block 1; thence North 13 degrees 41 minutes 38 seconds East, along the westerly line of said Lot 1, Block 1, a distance of 63.21 feet to the most northwest corner of said Lot 1, Block 1; thence North 01 degrees 25 minutes 52 seconds West, a distance of 50.00 feet to the most southwest corner of said Lot 1, Block 2; thence continuing North 01 degrees 25 minutes 52 seconds West, along the westerly line of said Lot 1, Block 2, a distance of 72.92 feet to the westerly right-of-way line of Stickney Avenue and said line there terminating.

PROPOSED LEGAL DESCRIPTION PARCEL B:

That part of lands which before the vacation of the plat thereof were known as Lots 1 to 11 both inclusive and Lot 18 all in Block 1 and Lot 1 in Block 2 of LINSE'S SUBDIVISION OF LOT 20 ALBRECHTS OUT LOTS TO DAKOTA COUNTY, together with any portion of any street, avenue or alley which accrued to said lots by virtue of said vacation, Dakota County, Minnesota and Lots 12 through 17, Block 1, LINSE'S SUBDIVISION OF LOT 20 ALBRECHTS OUT LOTS TO DAKOTA COUNTY, Dakota County, Minnesota lying southeasterly, southwesterly, northwesterly and westerly of the following described line:

Commencing at the most southeast corner of said Block 1; thence North 16 degrees 50 minutes 53 seconds West, assumed bearing, along the east line of said Block 1, a distance of 412.51 feet to the point of beginning of the line to be described; thence South 73 degrees 50 minutes 18 seconds West a distance of 100.94 feet to the westerly line of said Lot 1, Block 1; thence North 16 degrees 50 minutes 53 seconds West a distance of 16.79 feet along said westerly line of Lot 1, Block 1; thence North 13 degrees 41 minutes 38 seconds East, along the westerly line of said Lot 1, Block 1, a distance of 63.21 feet to the most northwest corner of said Lot 1, Block 1; thence North 01 degrees 25 minutes 52 seconds West, a distance of 50.00 feet to the most southwest corner of said Lot 1, Block 2; thence continuing North 01 degrees 25 minutes 52 seconds West, along the westerly line of said Lot 1, Block 2, a distance of 72.92 feet to the westerly right-of-way line of Stickney Avenue and said line there terminating.

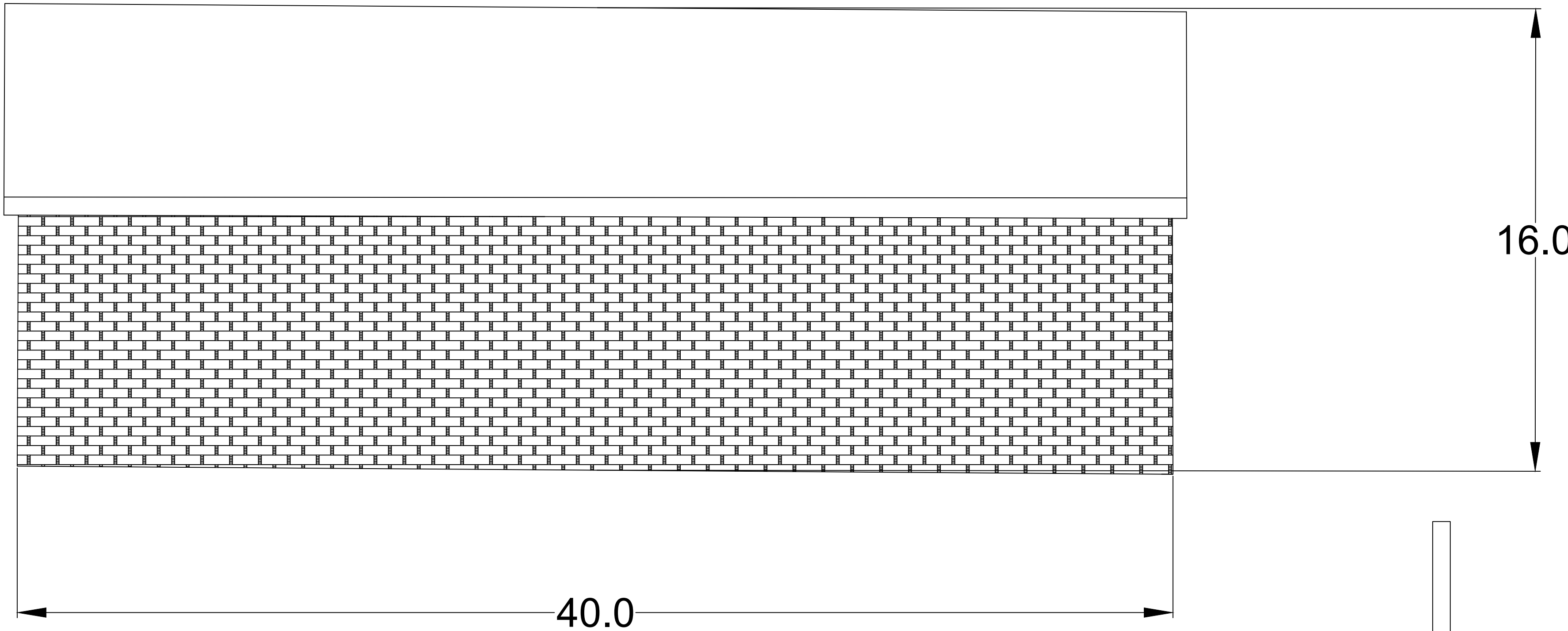
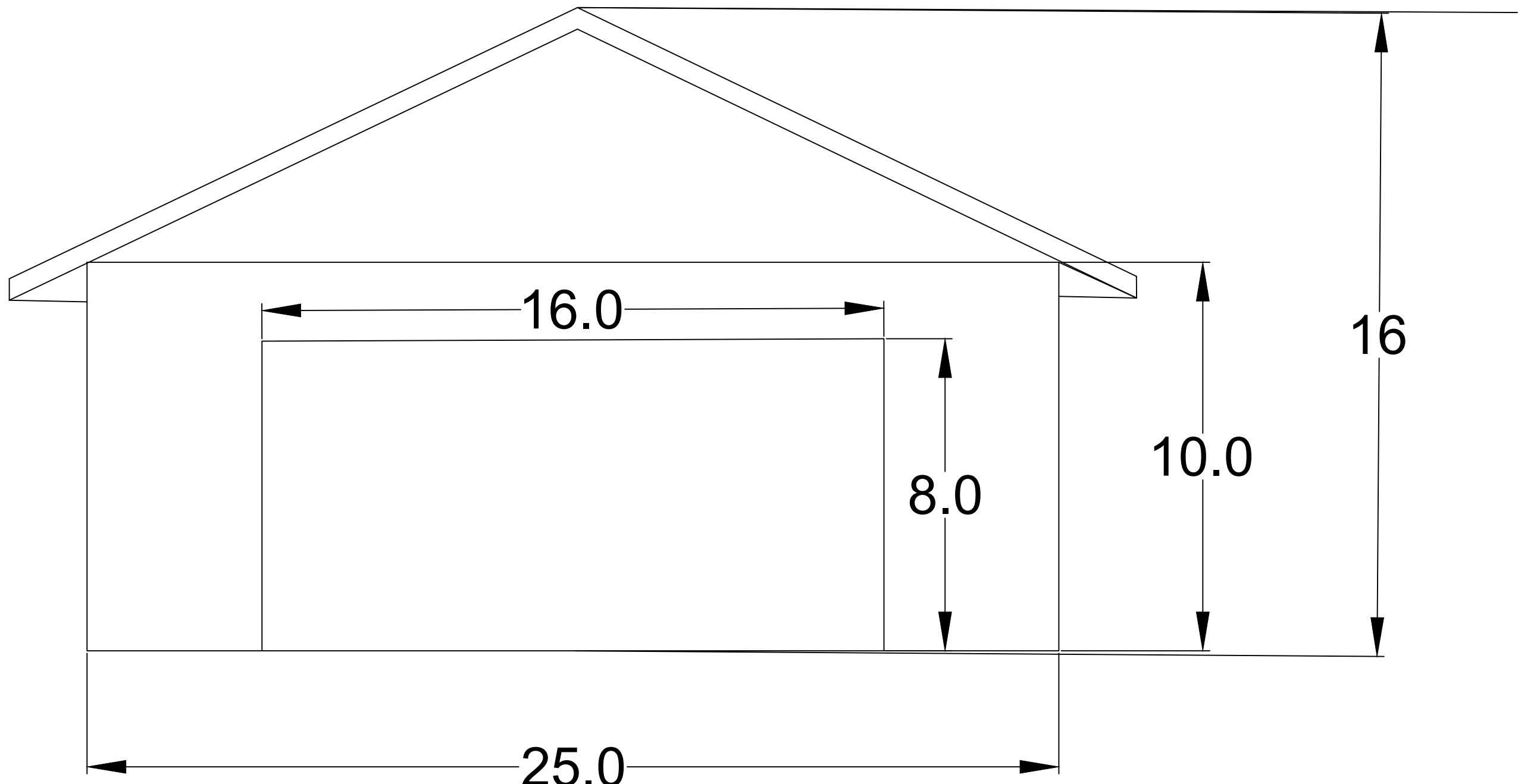
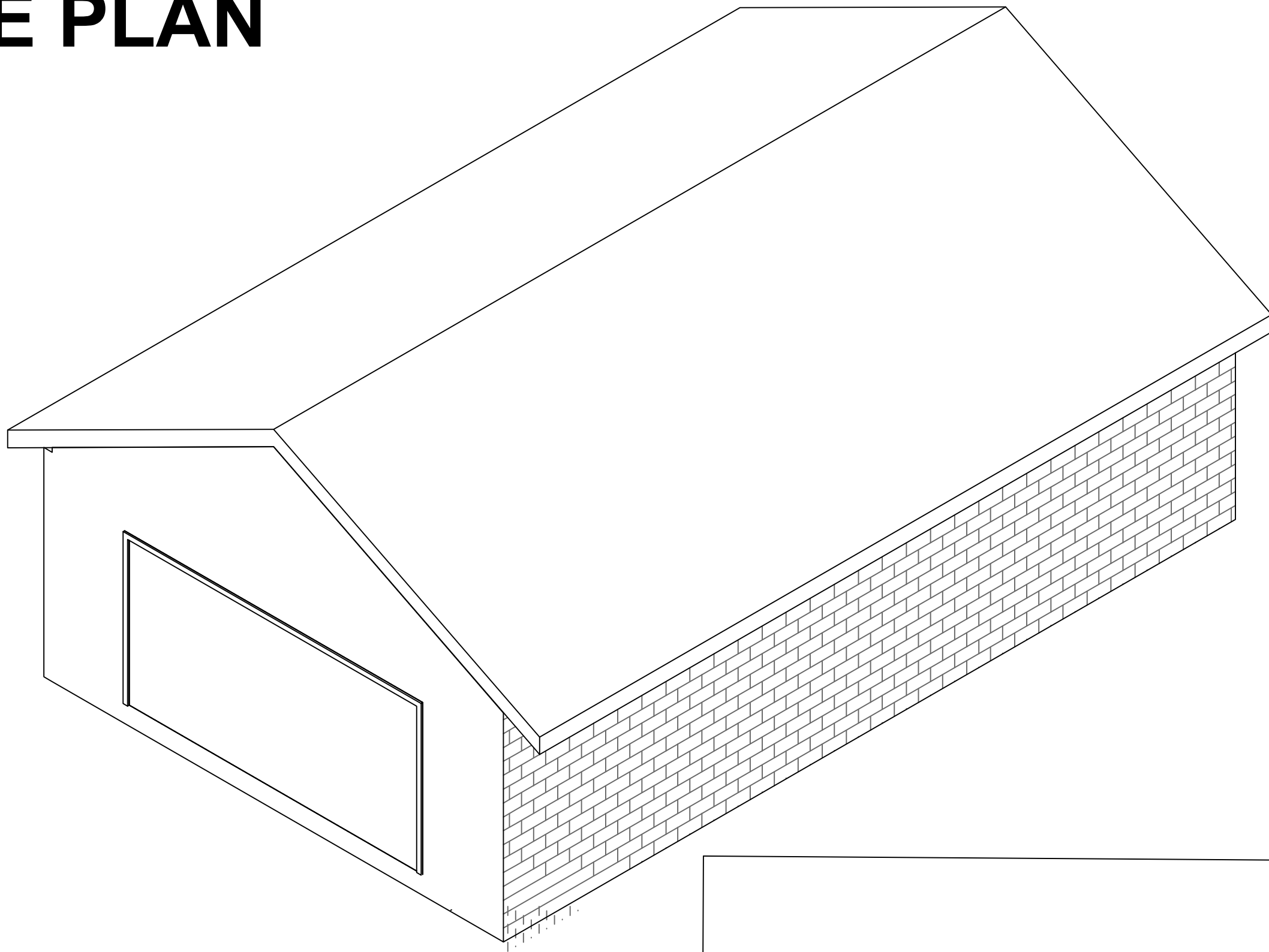


Legend

- Denotes 12 inch long Common Spike Monument set & capped R.L.S. 16464.
- Denotes Monument found, size, type & R.L.S. as noted.
- Denotes Iron Pipe found, R.L.S. 41587.

Client MR DAVID MYERS P.O. BOX 18152 WEST ST PAUL, MN 55118 651-500-4508	Design by JF	Original date 9-25-12	I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Registered Surveyor under the laws of the State of Minnesota. Jonathan L. Fargat Date: 9-25-12 Minnesota Reg. No. 16464
	Drawn by JF	Revisions	
LAKE AND LAND SURVEYING, INC. LAND SURVEYING/CIVIL ENGINEERING 1200 CENTRE POINT CURVE, STE 275 MENDOTA HEIGHTS, MN 55120 PHONE (651) 776-6211 E-MAIL: DEVENGPA@WEST.NET	Survey book No.		Page title LOT SPLIT
	S.A.P.number 2012.096		Sheet number 1 of 1

ATTACHMENT 4
GARAGE PLAN



Roof sheathing $\frac{7}{8}$ " OSB2
ASPHALT SHINGLES
2X4 TRUSSES 24" OC
 $\frac{6}{12}$ ROOF PITCH
WALLS 6" MASONRY SIDES AND REAR
2X4 WALLS FRONT WALL CEMENT FIBER
SIDING
6" CONCRETE SLAB ON GRADE 5000 PSI
REMESH REINFORCEMENT
PERIMETER REINFORCED
WITH 2 # 4 REBAR
ON 6" CLASS 5 BASE
WITH OF BUILDING 25'
LENGTH OF BUILDING 40'
OVERHEAD DOOR 8'X16'
SIDEWALL HEIGHT 10'
OVER HANG 24" SIDE 6" FRONT/BACK
ALUMINUM FASCIA AND SOFFIT
HEADER 2- 1.75X11 $\frac{1}{8}$ " LVL'S

6" SLAB ON GRADE

6"

2 #4 REBAR

ATTACHMENT 5
APPLICANT'S NARRATIVE

Garage will be for storage of equipment and materials. Will be built after and during completion of exterior of property at 1579 Stickney. Will start construction when conditional use permit is granted.

ATTACHMENT 6
PHOTOGRAPHS OF SUBJECT PROPERTY



Google Streetview of Applicants' Home Seen From Stickney Avenue in 2021



Current View of Applicants' Home from Stickney Avenue (6/26/25)



View of Demolished Home and Site of Future Twinhome at 1579 Stickney Avenue (6/26/25)



View from Stickney Avenue Looking Up Applicants' Gravel Driveway (6/26/25)



CITY COUNCIL AGENDA REPORT

DATE: July 21, 2025
DEPARTMENT: City Administrator
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 11.C.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Adopt Prioritization and Resolutions for 2026 Bonding Requests

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Discuss and prioritize Capital Investment Requests for a potential 2026 "Bonding Bill".

Adopt Resolution 2025 - 81.

Adopt Resolution 2025 - 82.

OVERVIEW

In each of its annual goal-setting initiatives for the past 7+ years, the City Council has identified planning for, budgeting, maintaining, and investing in the City's infrastructure as a key priority. As a community that came of age in the first half of the 20th Century, much of the City's public infrastructure has reached or is approaching a point where significant investments are needed to sustain the reliability and efficiency of that infrastructure. The City has methodically invested in core infrastructure improvements in the past half-decade plus, with the reconstruction of many of the City's main thoroughfares - and the utility infrastructure within those rights-of-way - commencing throughout the City in recent years. While these investments have been critical and a high priority, it is also true that many of the City's primary public facilities and buildings have also been found to be at the end of their useful life. Two of these facilities - the City's Central Maintenance Facility at 400 Richmond Street East and its Northview Pool (at Northview Park) - have been identified as being critically obsolete and in danger of being essentially irreparable. As such, City Staff and the Council have focused the past year on positioning the City for the replacement of these important facilities.

The State's Capital Investment Budget ("Bonding Bill") has historically been considered and adopted in even-number calendar years. As such, 2026 is expected to be a "Bonding Year". As the Council is aware, Staff has been working diligently to put the City in the best position to proceed with the replacement of the Northview Pool and the City's Central Maintenance Facility, with an eye towards undertaking these projects as early as 2026. As such, we continue to work with the Office of Minnesota Management and Budget (MMB) to dial in our application for potential inclusion in a 2026 Bonding Bill.

Staff would like to confirm and formalize Council priorities for inclusion in a 2026 Bonding

Application to the State. Based on continued dialogue and feedback from our legislators, Staff's recommendation is that we demonstrate to the State our commitment to and focus on the need for State assistance with a new Family Aquatic Facility (aka, Northview Pool Replacement) and a Public Works facility to replace the aging, obsolete Central Maintenance Facility at 400 Richmond Street East. Staff recommends the following:

1. Council identifies the Family Aquatic Facility as the City's top priority for Bonding Assistance, and requests \$6,000,000 in the 2026 Capital Investment Bill.
2. Council identifies the Public Works Central Maintenance Facility as the City's second priority for Bonding Assistance, and requests \$5,000,000 in the 2026 Capital Investment Bill.

SOURCE OF FUNDS

If a bonding request is successful, the City's share of project costs for either project would most likely be sourced from Capital Project Funds, City Bond Issuance, or (in the case of the Aquatic Facility) potentially through contributions made by privately-organized fundraising efforts.

ATTACHMENTS

1. Resolution 2025-81 (Aquatics)
2. Resolution 2025-82 (Public Works)

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-81

**REQUESTING STATE BONDING FUNDS FOR THE CONSTRUCTION OF A NEW
OUTDOOR SWIMMING POOL AND AQUATICS CENTER**

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

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

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

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

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

WHEREAS, the City, through a diligent pre-design process with JLG Architects and reEngineered, has identified the costs to construct a replacement pool and aquatics center would amount to \$8,000,000; and

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

WHEREAS, the City of South St. Paul is also facing significant infrastructure repair and replacement costs due to the age and condition of our water, sanitary sewer, and storm sewer lines. Further, South St. Paul is one of only two Dakota County communities currently identified with

PFAS concentrations within municipal drinking water sources exceeding EPA and MDH standards and as such is currently pre-designing a new drinking water treatment system at an expense expected to exceed \$10,000,000. These infrastructure challenge pose significant financial burdens to our residents and businesses, and

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

1. The City hereby requests an appropriation in the amount of \$6,000,000.00 through the 2026 “Bonding Bill” for the purposes of constructing a replacement outdoor public swimming pool and aquatics center in South St. Paul.
2. The Appropriation includes, but is not limited to, funds to support construction of a new swimming pool and aquatics center, including as necessary the replacement of stormwater, wastewater, and other utility infrastructure systems to service the new public swimming pool and aquatics center, purchase and installation of all machinery and equipment customarily used in and at swimming pools and aquatics centers, and other customary site development costs for the replacement public swimming pool and aquatics center.
3. The City of South St. Paul will commit to a match of funding required to complete the project.
4. The City of South St. Paul has already committed more than \$100,000 in local funds towards pre-development due diligence and pre-design for the Project.
5. The City Council has identified the replacement Family Aquatic Facility as its highest priority for funding through the 2026 Bonding Bill.
6. The City Clerk is hereby authorized to execute this resolution on behalf of the City.

Adopted this 21st day of July, 2025

City Clerk

RESOLUTION NO. 2025-82

**RESOLUTION REQUESTING \$5,000,000 IN STATE ASSISTANCE TO AID IN
CONSTRUCTION OF A NEW PUBLIC WORKS FACILITY**

WHEREAS, the current 33,000 square foot Public Works Facility serving the City of South St. Paul was constructed in 1970, and

WHEREAS, the Public Works Facility has many deficiencies that were identified in an evaluation conducted by the City that include lack of a fire suppression system, inadequate make-up air in mechanic's bays, an inadequate electrical system, lack of locker and restroom facilities for female workers, many Americans with Disabilities Act inadequacies, and numerous energy inefficiencies that would total a minimum of \$6,500,000 to correct, and

WHEREAS, the cost of renovating the existing building given its inadequate size and obsolete layout would be a poor investment of public funds, and

WHEREAS, the City, through a diligent pre-design process, estimates that the size of a Public Works facility to meet the current and projected operational needs to provide service to the residents of South St. Paul should be up to 75,000 square feet, or more than twice the size of the current building, and

WHEREAS, the proposed Public Works facility would also be designed to include facilities and space for a Northern Dakota County Emergency Operations Center ("EOC"), which could be used for emergency operations of the South St. Paul Police Department and open to use as an alternative EOC by partner and neighboring agencies including West St. Paul, Mendota Heights, and the Dakota County Sheriff's Department, and

WHEREAS, the City has identified and acquired ownership of a site of an adequate size and location to accommodate a larger, modern Public Works facility, and has acquired this site using exclusively local sources of funding, and

WHEREAS, the estimated cost for the final design, construction, equipping, and furnishing of a new public works facility is estimated at up to \$27,000,000 in 2026 dollars, and

WHEREAS, the City of South St. Paul has the lowest tax capacity, lowest tax capacity per capita, and the second-highest tax capacity rate of Dakota County's eleven largest cities, and

WHEREAS, the City of South St. Paul is also facing significant infrastructure repair and replacement costs due to the age and condition of our water, sanitary sewer, and storm sewer lines. Further, South St. Paul is one of only two Dakota County communities currently identified with PFAS concentrations within municipal drinking water sources exceeding EPA and MDH standards and as such is currently pre-designing a new drinking water treatment system at an expense expected to exceed \$10,000,000. These infrastructure challenge pose significant financial burdens to our residents and businesses, and

WHEREAS, the City of South St. Paul has a median household income that is 20% lower than Dakota County as a whole, 14% lower than the metro area as a whole, and 4% lower than the State of Minnesota, ranking South St. Paul 155th among the 7-county metro area's 188 communities, and

WHEREAS, in the City of South St. Paul 9.1% of our population is living in poverty, which is significantly higher than both Dakota County (5.6%) the 7-County Twin Cities Region (8.5%), and similar to the State of Minnesota as a whole (9.3%).

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

1. The City of South St. Paul is respectfully requesting \$5,000,000 through the 2026 "Bonding Bill" to assist with the construction, furnishment, and equipment of a new Public Works Facility.
2. The City of South St. Paul will commit to a match of funding required to complete the project.
3. The City of South St. Paul has already committed more than \$2,000,000 in local funds towards pre-development due diligence and acquisition of a suitable site for the construction of a new Public Works Facility.
4. The City Council has identified the Public Works Facility as their 2nd Highest Priority for the 2026 Bonding Bill.
5. The City Clerk is hereby authorized to execute this resolution on behalf of the City.

Adopted this 21st day of July, 2025.

City Clerk