



CITY OF SOUTH ST. PAUL MEETING AGENDA

CITY COUNCIL

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

Monday, August 4, 2025
7:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

- A. South St. Paul Mayor's Youth Task Force Fill the Backpack Campaign
- B. South St. Paul Mayor's Youth Task Force B52 Night

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 14, 2025, Work Session
 - July 21, 2025, Council Meeting
 - July 28, 2025, Work Session
- B. Accounts Payable
- C. Business Licenses
- D. Approve Right of First Refusal at the South St. Paul Airport
- E. Well No. 3 Water Treatment Plant - Change Order No. 5

- F. Accept Letter of Resignation
- G. Resolution 2025-084, Electing not to Waive Statutory Tort Limits for Liability
- H. Approve Closeout and Final Reimbursement for the Runway Reconstruction, Land Aquisition, and Exhibit A Project at the South St. Paul Airport
- I. Amendment #1 to Preliminary Development Agreement - ZAS, LLC
- J. Approve Encroachment Agreement for Temporary Water Line for AVR, LLC's Temporary Concrete Batch Plant
- K. Accept Letter of Resignation
- L. Conditional Employment Offer - Police Cadet(s)

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

11. GENERAL BUSINESS

- A. Approve Agreement for Public Works Facility Design Phase Services with Hagen Christensen & McIlwain Architects

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

DATE: August 4, 2025
DEPARTMENT: Community Affairs
PREPARED BY: Deb Griffith
AGENDA ITEM NUMBER: 5.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

South St. Paul Mayor's Youth Task Force Fill the Backpack Campaign

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

N/A

OVERVIEW

Members of the South St. Paul Mayor's Youth Task Force will present information about the 25th Annual Fill the Backpack Campaign and explain how residents can get involved.

SOURCE OF FUNDS

Donation Fund: Fill the Backpack Campaign

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE:

August 4, 2025

DEPARTMENT:

Community Affairs

PREPARED BY:

Deb Griffith

AGENDA ITEM NUMBER:

5.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

South St. Paul Mayor's Youth Task Force B52 Night

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

N/A

OVERVIEW

Members of the South St. Paul Mayor's Youth Task Force will invite the Community to the SSP Mayor's Youth Task Force night at B52's on August 13th.

SOURCE OF FUNDS

N/A

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: August 4, 2025
DEPARTMENT: City Clerk
PREPARED BY:
AGENDA ITEM NUMBER: 8.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

City Council Meeting Minutes of:
July 14, 2025, Work Session
July 21, 2025, Council Meeting
July 28, 2025, Work Session

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

Approval of meeting minutes for the Regular City Council Meeting held on Monday, July 21st, 2025 and Council Work Sessions held on Monday, July 14th, 2025 and Monday, July 28th, 2025.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 07-14-2025 WS Minutes RG
2. 07-21-2025 Council Minutes
3. 07-28-2025 WS Minutes RG

South St. Paul City Council Work Session

Session Notes for July 14, 2025

1. CALL TO ORDER

Mayor Francis called the City Council Work Session to order at 7:00 PM on July 14, 2025

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

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

Council Members Absent: Todd Podgorski.

Parks Commission Members Present: Rich Dippel

Staff Present: Ryan Garcia, City Administrator, Clara Hilger, Finance Director, Shannon Young, Director of Parks & Recreation, Michael Healy, Planning and Zoning Manager.

2. DISCUSSION ITEMS

- A. Presentation of the City Annual Comprehensive Financial Report for the year ended December 31, 2024 by Jackie Huegel, Principal, LB Carlson

Ms. Hilger introduced Jackie Huegel to present the city's Annual Comprehensive Financial Report (ACFR) for the year ended December 31, 2024. Ms. Heugel provided a summary presentation of the ACFR as detailed in the Report posted on the City's website. Mr. Huegel noted that the audit resulted in the issuance of an unmodified opinion by the Auditor, which she described as a "clean audit" with no findings or deficiencies in the City's financial statements, financial reporting nor any noncompliance with Government Accounting and Auditing Standards.

- B. 2025 First Quarter Financial Report and Budget Adjustments

Ms. Hilger provided a brief presentation on the City's 1st Quarter 2025 financial report, noting that no significant or otherwise notable variances in the City's operating funds were found. Ms. Hilger presented recommended budget revisions to the City Attorney and vehicle replacement charges in various departments. Ms. Hilger noted that the 1st Quarter Report and Budget Adjustments would be presented for formal approval at a future Council Meeting.

- C. Pool Feasibility Study Update

Nick Nowacki with reengineered and Adam Barnett with JLG Architects, the lead

consultants on the pool feasibility study, presented a preliminary schematic concept for the Northview Pool Replacement Project. Council had the following feedback:

- Councilmember Hansen requested clarification about the total size of the pool, suggesting that the total pool surface area should at least be of equal size to the existing Northview Pool, a notion supported by Council.
- Councilmember Seaberg encouraged continued inclusion of a diving board and the associated depth of the diving well to accommodate this activity, which councilmembers agreed was an important amenity.
- At a preliminary estimated cost of \$7,000,000 - \$8,000,000, Council discussed potential approaches to funding the project. Council's consensus was to exhaust potential state funding support (through a 2026 Capital Investment request and any other state sources), utilize the City's Abatement Authority to issue bonds, and remain open and engaged with potential corporate or other community partners for funding assistance.
- Councilmember Bakken and Parks Commissioner Dippel stressed the importance of maintaining a diverse array of amenities and destinations at the City's park, conveying that an "all-ages" / "all-abilities" aquatic facility will help to support that objective.

D. Compensation Philosophy

Mr. Garcia shared an overview of the process and purpose of maintaining a set of guidelines for the City to follow when making decisions about employee compensation throughout the organization. As the City continues to attempt to remain internally consistent and equitable, and competitive in the marketplace for employees, Mr. Garcia sought to confirm Council's support for maintaining a cohesive philosophy and approach to employee compensation. Council agreed that it was important to benchmark the City with other organizations in Dakota County, and similarly situated/sized Cities in the Twin Cities metro, and maintain a position that is competitive – but not necessarily "leading" (or "lagging" behind) the market.

3. COUNCIL COMMENTS & QUESTIONS

Councilmembers requested that Staff reach out to the City's Legislator's to provide a Capitol Update at a future Worksession. Council also suggested providing an informational update from the Engineering Department on the City's ongoing investments in Water Infrastructure (Radium Treatment, PFAS, Lead Service Line Replacement).

4. ADJOURNMENT

There being no further business to come before the City Council at the regular work session meeting, Mayor Francis declared the meeting adjourned at 10:01 PM.

Respectfully submitted,
/s/: Ryan Garcia
City Administrator



SOUTH ST. PAUL CITY COUNCIL

MINUTES OF JULY 21, 2025

1. CALL TO ORDER

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

2. ROLL CALL

Present: Tom Seaberg, Joe Kaliszewski, Jimmy Francis, Pam Bakken, Lori Hansen

Absent: Todd Podgorski, Matthew Thompson,

Staff Present:

Ryan Garcia, City Administrator

Kori Land, City Attorney

Deanna Werner, City Clerk

Michael Healy, City Planner

Deb Griffith, Community Affairs

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

Moved by: Tom Seaberg / Lori Hansen

Moved: To approve agenda as presented.

Vote: 5 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 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

Moved by: Joe Kaliszewski / Pam Bakken
 Moved: To approve as presented by consent.
 Vote: 5 ayes / 0 nays, motion Passed

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

None

11. GENERAL BUSINESS

- A. Wakota Business Park Development Application

Moved by: Tom Seaberg / Pam Bakken
 Moved: To approve Resolution 2025-078 Wakota Business Park Development Application.
 Vote: 5 ayes / 0 nays, motion Passed

- B. Conditional Use Permit for a Detached Garage at 1571 Stickney Avenue

John Larson spoke in opposition if the Conditional Use Permit for a detached garage at 1571 Stickney Avenue.
 Moved by: Joe Kaliszewski / Pam Bakken
 Moved: To approve Resolution 2025-079, Conditional Use Permit for a Detached Garage at 1571 Stickney Avenue
 Vote: 5 ayes / 0 nays, motion Passed

- C. Adopt Prioritization and Resolutions for 2026 Bonding Requests

Moved by: Tom Seaberg / Pam Bakken

Moved: To approve Resolution 2025-081, designating the Aquatics project as the 1st priority for the 2026 Bonding Request.

Vote: 5 ayes / 0 nays, motion Passed

Moved by: Joe Kaliszewski / Lori Hansen

Moved: To approve Resolution 2025-082, Prioritizing the Maintenance Facility as the 2nd priority for the 2026 Bonding Request.

Vote: 5 ayes / 0 nays, motion Passed

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT

Moved by: Tom Seaberg / Joe Kaliszewski

Moved: To Adjourn

Vote: 5 ayes / 0 nays, motion Passed

The meeting was adjourned at 7:59 PM.



/s/: Deanna Werner
City Clerk

South St. Paul City Council Work Session

Session Notes for July 28, 2025

1. CALL TO ORDER

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

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

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

Staff Present: Ryan Garcia, City Administrator

2. DISCUSSION ITEMS

A. Library Repurposing Update

Mr. Garcia provided a brief review of some of the key takeaways from the recently completed Library Repurposing Study. Council discussed the challenges inherent in maintaining an older, vacant building but reaffirmed their consensus to maintain the building and work to position the property for reuse. Council directed staff to:

- Retain funding in the 2026 CIP for core investments in the building, notably the boiler, but did not direct staff to accelerate any Capital Investments in the building at this time.
- Redouble efforts to engage potential locally-based organizations as partners in a re-purposing of the space.
- Identify and explore potential grant or other funding opportunities that may be “unlocked” through partnerships with non-profit entities.
- Amplify the City’s marketing of the property, potentially through a multimedia campaign that is distributed to the broader community to raise awareness and industry.

B. Local Affordable Housing Aid

Mr. Garcia provided an update on the City’s 2024 Local Affordable Housing Aid, which has been fully committed for single-family rehabilitation loans and radon mitigation grants to eligible households in South St. Paul. After discussing potential options for expanded program offerings consistent with the Local Affordable Housing Aid guidance, Council’s consensus was to continue to work with Dakota County Community Development Agency to administer the City’s 2025 Aid Allocation, which the state certified at 313,527.18. Council thought that a de-conversion program might be a program to explore in future years.

C. Streetscape Maintenance Approach Discussion

Council discussed streetscape maintenance along the City's primary commercial corridors, most of which are maintained by CurbSide Landscape and Irrigation in accordance with a Contract through the EDA. Council expressed some concern that Southview Boulevard (as well as some city entrance monuments and park signs) could be hit-or-miss in terms of reliability as these areas are maintained through the City's Community Affairs and Volunteer efforts. Council encouraged continued coordination amongst departments to assure that public planting areas are consistently maintained, and to continue to evaluate the reliability of the current approach to determine if expanding the CurbSide scope, or shifting towards building internal capacity, will be necessary for future seasons.

D. City Administrator's Update

Mr. Garcia shared that the first phase of Wakota Crossing was awarded Contamination Cleanup Grant funding from the Minnesota Department of Employment and Economic Development. The total grant award was approximately \$550,000 less than the request. Staff continues to work with the developer's team to refine cleanup costs and identify other potential sources of funding for the cleanup and redevelopment project.

Mr. Garcia shared trend data for Fire/EMS service in the South Metro Fire service area, and provided some financial data relating to both costs and revenues related to EMS service.

Mr. Garcia shared an update from the July meeting of the Dakota County Managers-Administrators meeting, with a highlight on Budget and Levy status in Dakota County Communities.

3. COUNCIL COMMENTS & QUESTIONS

There were none.

4. CLOSED SESSION

- A. Closed Session Pursuant to Minnesota Statutes §13D.05, Subd. 3(c) to develop or consider offers for the sale of real property at 400 Richmond Street East (no attachment)

Councilmember Thompson made a motion to close the meeting at 9:19 PM, Seconded by Councilmember Bakken.

Motion Passed, 7/0

Councilmember Bakken made a motion to reopen the meeting at 9:40 PM, Seconded by Councilmember Thompson.

Motion Passed, 7/0

- B. Closed Session Pursuant to Minnesota Statutes §13D.05, Subd. 3(c) to develop or consider offers for the sale of real property at 450 Armour Avenue (no attachment)

Councilmember Kaliszewski made a motion to close the meeting at 9:41 PM, Seconded by Councilmember Bakken.

Motion Passed, 7/0

Councilmember Seaberg made a motion to reopen the meeting at 9:51 PM, Seconded by Councilmember Podgorski.

Motion Passed, 7/0

5. ADJOURNMENT

There being no further business to come before the City Council at the regular work session meeting, Mayor Francis declared the meeting adjourned at 9:53 PM.

Respectfully submitted,
/s/: Ryan Garcia
City Administrator



CITY COUNCIL AGENDA REPORT

DATE: August 4, 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 2025-086 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. 08-04-25 Accounts Payable

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-086

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:

154510-154627	\$ 1,487,237.40
2025230-2025248	226,842.31
801239-801240	<u>33,111.00</u>

Total	\$ 1,747,190.71
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Adopted this 4th day of August, 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
154510	7/25/2025		2008 NCPERS GROUP LIFE INS.							
		16.00			124169	072325903169	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		16.00								
154511	7/28/2025		14754 AMBIA SOLAR							
		243.80	ELEC PERMIT RFD-525 3RD A S		124112	SS044575 - SSP44576	10420.4266		ELECTRICAL	CODE ENFORCEMENT
		1.00	STATE SURCHARGE		124112	SS044575 - SSP44576	10101.2083		SURCHARGES	GENERAL FUND
		412.92	BLDG PERMIT RFD-525 3RD A S		124112	SS044575 - SSP44576	10420.4263		BUILDING	CODE ENFORCEMENT
		17.40	STATE SURCHARGE		124112	SS044575 - SSP44576	10101.2083		SURCHARGES	GENERAL FUND
		5.00-	ADMIN FEE		124112	SS044575 - SSP44576	10420.4493		OTHER CHARGE FOR SERVICE - COM	CODE ENFORCEMENT
		670.12								
154512	7/28/2025		14976 APPLE VALLEY COMMUNITY CRIME PREVENTION							
		450.00	K9 TRAINING-DOG PSYCHOLOGY		124172	100	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		450.00								
154513	7/28/2025		9021 ATLAS STAFFING, INC.							
		772.80	NM TEMP-MOUA 7/11/25		124128	1308902	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		772.80	JC TEMP-MOUA 7/11/25		124128	1308902	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		1,120.00	JC TEMP-SOBERANIS 7/11/25		124129	1308901	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		2,665.60								
154514	7/28/2025		14977 BARTELT, ALEXIS							
		4,625.00	PRIVATE II SAN SERV REPAIR		124048	1668	10315.6371	202406	REPAIRS & MAINT CONTRACTUAL	ENGINEERING
		4,625.00								
154515	7/28/2025		6676 BDS LAUNDRY MANAGEMENT CO							
		789.29	NM LAUNDRY RENTAL JUN25		124049	LMV436035	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		1,032.15	JC LAUNDRY RENTAL JUN25		124050	LMV436031	50678.6381		OTHER RENTALS	JOHN CARROLL APT BLDG
		1,821.44								
154516	7/28/2025		1123 BOND TRUST SERVICES CORP							
		475.00	2012A PAYING AGENT FEE		124140	97767	30318.6620		FISCAL AGENTS FEES	2012 GO LOCAL IMP BONDS
		251.75	2014A PAYING AGENT FEE		124141	97768	50605.6620		FISCAL AGENTS FEES	WATER UTILITY
		223.25	2014A PAYING AGENT FEE		124141	97768	50610.6620		FISCAL AGENTS FEES	STORM WATER UTILITY
		475.00	2015B PAYING AGENT FEE		124142	97769	30321.6620		FISCAL AGENTS FEES	2015B GO PARK BONDS

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
154516	7/28/2025		1123 BOND TRUST SERVICES CORP						Continued...	
		475.00	2017B PAYING AGENT FEE		124143	97770	30323.6620		FISCAL AGENTS FEES	2017B GO BONDS
		1,900.00								
154517	7/28/2025		14348 CENTER FOR ENERGY AND ENVIRONMENT							
		22,475.00	SR LOAN LEMAY		124150	26855	20298.1158.58021		SD LEMAY 251 14TH AVE S	HOUSING REINVESTMENT
		750.00	ORIG FEE SR LOAN		124150	26855	20298.6375		OTHER CONTRACTED SERVICES	HOUSING REINVESTMENT
		250.00	PI EVAZICH		124150	26855	20298.6375		OTHER CONTRACTED SERVICES	HOUSING REINVESTMENT
		150.00	PII FRIEDMANN		124150	26855	20298.6375		OTHER CONTRACTED SERVICES	HOUSING REINVESTMENT
		23,625.00								
154518	7/28/2025		1184 CINTAS CORPORATION #754							
		20.57	SAFETY MAT		124056	4236142015	10320.6210		OPERATING SUPPLIES	PUBLIC WORKS
		95.55	UNIFORMS/SHOP TWLS		124056	4236142015	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		95.55	UNIFORMS/SHOP TWLS		124057	4236896180	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		211.67								
154519	7/28/2025		4505 CIVICPLUS LLC							
		664.68	AIPORT WEBSITE HEADER FEE		124058	339795	20245.6375		OTHER CONTRACTED SERVICES	AIRPORT
		664.68	P&R WEBSITE HEADER FEE		124059	339775	10520.6375		OTHER CONTRACTED SERVICES	PARKS ADMINISTRATION
		664.68	POLICE WEBSITE HEADER FEE		124060	339785	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		664.68	ARENA WEBSITE HEADER FEE		124061	339776	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		2,658.72								
154520	7/28/2025		2009 CORE & MAIN, LP							
		3,081.13	ALPHA 06 XL COUPLINGS		124062	X263966	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		1,847.86	ALPHA XL 06 COUPLINGS		124063	X264196	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		4,928.99								
154521	7/28/2025		1219 CRAWFORD DOOR SALES COMPANY							
		406.00	RPR CABLES-GARAGE DOOR #4		124064	57428	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		406.00								
154522	7/28/2025		10710 CURBSIDE LANDSCAPE & IRRIGATION							
		1,540.00	WEED PULLING CH&LIB 5/29/25		124130	310290	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		648.00	NORTHVIEW SUMMER FERT APPL		124131	312849	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		1,664.00	VETS FLD SUMMER FERT APPL		124132	312848	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		757.00	MCGUIRE SUMMER FERT APPL		124133	312846	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		3,398.00	MCMORROW SUMMER FERT APPL		124134	312845	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		1,950.00	KAPOSIA LNDG SUMMER FERT APPL		124135	312723	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		504.00	HARMON SUMMER FERT APPL		124136	312724	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE

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
154522	7/28/2025		10710 CURBSIDE LANDSCAPE & IRRIGATION						Continued...	
		1,540.00	WEED PULLING CH&LIB 7/10/25		124137	312704	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		12,001.00								
154523	7/28/2025		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		29,192.73	2025 FIBER LEASE		124065	340010	40402.6580		OTHER EQUIPMENT	CAPITAL PROGRAMS FUND
		29,192.73								
154524	7/28/2025		6755 DAVEY TREE EXPERT COMPANY							
		1,000.00	DUMP FEE		124066	919742414	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		81.00	MULCH		124066	919742414	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		1,081.00								
154525	7/28/2025		1303 DOODY CLEANING SERVICES							
		370.00	JUN25 CLEANING		124146	976	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		370.00								
154526	7/28/2025		1369 ESS BROTHERS & SONS INC.							
		6,001.00	MANHOLE COVERS/SPCR/RINGS		124067	FF4348	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		6,001.00	MANHOLE COVERS/SPCR/RINGS		124067	FF4348	50610.6220		REPAIR & MAINTENANCE SUPPLIES	STORM WATER UTILITY
		12,002.00								
154527	7/28/2025		5590 GOODYEAR TIRE & RUBBER CO.							
		632.00	TIRES		124068	124-1114617	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		632.00								
154528	7/28/2025		1556 HAWKINS, INC.							
		101.49	POOL CHEMICALS		124069	7123523	10527.6220		REPAIR & MAINTENANCE SUPPLIES	SPLASH POOL
		101.49	POOL CHEMICALS		124069	7123523	10528.6220		REPAIR & MAINTENANCE SUPPLIES	NORTHVIEW POOL
		202.98								
154529	7/28/2025		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		191.66	NM ROLL TWL PAPER		124070	9238663208	50677.6211		CLEANING SUPPLIES	NAN MCKAY APT BLDG
		70.79	NM PAPER TWL DISPENSER		124071	9238875701	50677.6211		CLEANING SUPPLIES	NAN MCKAY APT BLDG
		262.45								
154530	7/28/2025		12847 HIRSHFIELDS							
		411.00	ATHLETIC FLD STRIPING PAINT		124072	0029786-IN	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		411.00								
154531	7/28/2025		1652 INSPECTRON, INC.							

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154531	7/28/2025		1652 INSPECTRON, INC.						Continued...	
		5,000.00	INSPECT SVC JUN25		124138	1587	10410.6302		PROFESSIONAL SERVICES	DEVELOPMENT SERVICES
		5,000.00								
154532	7/28/2025		1667 INVER GROVE FORD							
		123.05	BLOWER MOTOR ASY #A-1		124073	5358932	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		123.05								
154533	7/28/2025		1740 KIMLEY-HORN AND ASSOCIATES, INC.							
		43,189.61	VERDEROSA AVE EXTENSION		124074	32607764	40440.6302	202402	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		25,132.55	VERDEROSA AVE EXTENSION		124075	32231235	40440.6302	202402	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		68,322.16								
154534	7/28/2025		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		14,203.00	QUARTERLY P&L PREMIUM		124076	10003039	10110.6361		INSURANCE	MAYOR AND COUNCIL
						07/07/2025				
		25,935.00	QUARTERLY P&L PREMIUM		124076	10003039	10210.6361		INSURANCE	POLICE PROTECTION
						07/07/2025				
		6,140.00	QUARTERLY P&L PREMIUM		124076	10003039	10320.6361		INSURANCE	PUBLIC WORKS
						07/07/2025				
		5,356.00	QUARTERLY P&L PREMIUM		124076	10003039	10330.6361		INSURANCE	BUILDINGS
						07/07/2025				
		5,943.00	QUARTERLY P&L PREMIUM		124076	10003039	10340.6361		INSURANCE	PARKS FACILITIES AND MTNCE
						07/07/2025				
		7,241.00	QUARTERLY P&L PREMIUM		124076	10003039	20243.6361		INSURANCE	DOUG WOOG ARENA
						07/07/2025				
		10,073.00	QUARTERLY P&L PREMIUM		124076	10003039	20245.6361		INSURANCE	AIRPORT
						07/07/2025				
		620.00	QUARTERLY P&L PREMIUM		124076	10003039	20260.6361		INSURANCE	HOUSING GENERAL
						07/07/2025				
		336.00	QUARTERLY P&L PREMIUM		124076	10003039	20280.6361		INSURANCE	ECON DEV GENERAL
						07/07/2025				
		4,952.00	QUARTERLY P&L PREMIUM		124076	10003039	50605.6361		INSURANCE	WATER UTILITY
						07/07/2025				
		5,038.00	QUARTERLY P&L PREMIUM		124076	10003039	50606.6361		INSURANCE	SEWER UTILITY
						07/07/2025				
		78.00	QUARTERLY P&L PREMIUM		124076	10003039	50610.6361		INSURANCE	STORM WATER UTILITY
						07/07/2025				
		14,532.00	QUARTERLY P&L PREMIUM		124076	10003039	60703.6361		INSURANCE	CENTRAL GARAGE FUND
						07/07/2025				
		13.00	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10110.6150		WORKERS COMPENSATION	MAYOR AND COUNCIL

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154534	7/28/2025		1813 LEAGUE OF MN CITIES INSURANCE TRUST						Continued...	
						2025				
		425.50	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10120.6150		WORKERS COMPENSATION	CITY ADMINISTRATION
						2025				
		188.50	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10125.6150		WORKERS COMPENSATION	HUMAN RESOURCES
						2025				
		157.00	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10140.6150		WORKERS COMPENSATION	CITY CLERK
						2025				
		322.50	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10150.6150		WORKERS COMPENSATION	FINANCE
						2025				
		245.75	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10160.6150		WORKERS COMPENSATION	INFORMATION TECHNOLOGY
						2025				
		9.75	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10170.6150		WORKERS COMPENSATION	RECYCLING PROGRAM
						2025				
		61,084.25	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10210.6150		WORKERS COMPENSATION	POLICE PROTECTION
						2025				
		653.00	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10315.6150		WORKERS COMPENSATION	ENGINEERING
						2025				
		7,973.00	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10320.6150		WORKERS COMPENSATION	PUBLIC WORKS
						2025				
		894.25	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10330.6150		WORKERS COMPENSATION	BUILDINGS
						2025				
		6,517.00	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10340.6150		WORKERS COMPENSATION	PARKS FACILITIES AND MTNCE
						2025				
		399.00	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10410.6150		WORKERS COMPENSATION	DEVELOPMENT SERVICES
						2025				
		131.50	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10420.6150		WORKERS COMPENSATION	CODE ENFORCEMENT
						2025				
		215.25	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10520.6150		WORKERS COMPENSATION	PARKS ADMINISTRATION
						2025				
		392.50	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10527.6150		WORKERS COMPENSATION	SPLASH POOL
						2025				
		418.50	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10528.6150		WORKERS COMPENSATION	NORTHVIEW POOL
						2025				
		210.50	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10529.6150		WORKERS COMPENSATION	RECREATIONAL PROGRAMS
						2025				
		101.75	QUARTERLY WC PREMIUM		124077	10002446-07/07/	10530.6150		WORKERS COMPENSATION	COMMUNITY AFFAIRS
						2025				
		2,955.25	QUARTERLY WC PREMIUM		124077	10002446-07/07/	20243.6150		WORKERS COMPENSATION	DOUG WOOG ARENA
						2025				

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154534	7/28/2025		1813 LEAGUE OF MN CITIES INSURANCE TRUST						Continued...	
		2,839.25	QUARTERLY WC PREMIUM		124077	10002446-07/07/2025	20245.6150		WORKERS COMPENSATION	AIRPORT
		44.00	QUARTERLY WC PREMIUM		124077	10002446-07/07/2025	20260.6150		WORKERS COMPENSATION	HOUSING GENERAL
		318.00	QUARTERLY WC PREMIUM		124077	10002446-07/07/2025	20261.6150		WORKERS COMPENSATION	HOUSING-ADMIN SAL&BENEFITS
		163.50	QUARTERLY WC PREMIUM		124077	10002446-07/07/2025	20267.6150		WORKERS COMPENSATION	HOUSING-NM SAL&BENEFITS
		171.00	QUARTERLY WC PREMIUM		124077	10002446-07/07/2025	20268.6150		WORKERS COMPENSATION	HOUSING-JC SAL&BENEFITS
		61.50	QUARTERLY WC PREMIUM		124077	10002446-07/07/2025	20280.6150		WORKERS COMPENSATION	ECON DEV GENERAL
		163.75	QUARTERLY WC PREMIUM		124077	10002446-07/07/2025	50600.6150		WORKERS COMPENSATION	UTILITY ADMINISTRATION
		1,209.75	QUARTERLY WC PREMIUM		124077	10002446-07/07/2025	50605.6150		WORKERS COMPENSATION	WATER UTILITY
		1,231.25	QUARTERLY WC PREMIUM		124077	10002446-07/07/2025	50606.6150		WORKERS COMPENSATION	SEWER UTILITY
		1,125.25	QUARTERLY WC PREMIUM		124077	10002446-07/07/2025	60703.6150		WORKERS COMPENSATION	CENTRAL GARAGE FUND
		<u>191,082.00</u>								
154535	7/28/2025		6281 LIGHTNING DISPOSAL, INC.							
		1,061.25	TRASH SVC-PUBLIC WORKS		124078	0000801459	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		<u>1,061.25</u>								
154536	7/28/2025		1864 MACQUEEN EQUIPMENT, LLC							
		380.82	OUTSIDE MIRROR #MT1		124079	P66039	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		563.32	AIR FILTERS		124080	P66132	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		494.82	L/S ARM REST #MT1		124081	P66064	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>1,438.96</u>								
154537	7/28/2025		6681 MANN'S SOFTENER SALT DELIVERY							
		211.00	NM SOLAR SALT (20)		124082	INV469	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		397.00	JC SOLAR SALT (40)		124083	INV468	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>608.00</u>								
154538	7/28/2025		13330 MEDICA							
		127,213.25	HEALTH PREMIUM AUG 2025		124139	563206649639	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		2,362.68-	RETRO ADJ JUL25		124139	563206649639	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND

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154538	7/28/2025		13330 MEDICA						Continued...	
		368.00	MHR INVEST FEE AUG 2025		124139	563206649639	10125.6375		OTHER CONTRACTED SERVICES	HUMAN RESOURCES
		4.00-	RETRO ADJ JUL25		124139	563206649639	10125.6375		OTHER CONTRACTED SERVICES	HUMAN RESOURCES
		125,214.57								
154539	7/28/2025		1911 MENARDS, INC-WEST ST PAUL							
		55.80	AIR FILTERS		124087	13570	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		57.45	POTHOLE PATCH		124088	13457	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		15.28	PVC PIPE/ELBOWS		124089	13409	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		15.98	FLOURESCENT BULBS		124090	13414	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		20.45	HAND SOAP/MURIATIC ACID		124091	13459	10528.6220		REPAIR & MAINTENANCE SUPPLIES	NORTHVIEW POOL
		73.96	FENCE RAIL 10'		124092	13544	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		57.45	POTHOLE PATCH		124093	13454	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		449.00	WINDOW AC UNIT-SIGN SHOP		124094	13606	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		83.94	RETD AC UNIT/AC UNIT/CAULK		124095	13608	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		11.22	BUG SPRAY		124096	13572	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		844.61	REFRIGRTR/RUNNER-TRTMT PLANT		124096	13572	50605.6520	202311	BUILDINGS AND STRUCTURE	WATER UTILITY
		10.47	PEA GRAVEL		124147	13154	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		65.11	AIR FILTERS/FLOOR SCRUB		124148	13468	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		38.99	AIR HOSE FOR FD		124149	13455	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		1,799.71								
154540	7/28/2025		1926 METROPOLITAN COUNCIL ENVIRONMENT SVCS							
		304,761.97	AUGUST 2025 SEWER SVC		124097	0001190697	50606.6376		METRO WASTE CONTROL COMMISSION	SEWER UTILITY
		304,761.97								
154541	7/28/2025		1444 MIDWEST MACHINERY CO							
		291.38	BOLTS/LOCK NUT/ETC #1585		124098	10545846	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		200.19	WSHRS/BOLT/SPINDLE#QT1		124099	10542888	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		491.57								
154542	7/28/2025		1953 MIKE McPHILLIPS INC							
		600.00	CABLE WRAP BROOM #305		124100	5287	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		600.00								
154543	7/28/2025		2005 MINNESOTA LOCKS							
		64.25	KEYS		124101	101136870	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		64.25								
154544	7/28/2025		14383 NFI, INC.							
		8.29	FASTENERS		124102	551722/693	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE

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154544	7/28/2025		14383 NFI, INC.						Continued...	
		41.45	FASTENERS		124103	551716/693	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		49.74								
154545	7/28/2025		13423 NORTH COUNTRY CHEVROLET							
		47,263.20	2025 GMC SIERRA 1500 #205		124104	SSTPAUL25-103	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		47,263.20								
154546	7/28/2025		7411 NUSS TRUCK & EQUIPMENT							
		357.46	CK CODES/RPL FUSE #330-19		124105	SWO054697-1	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		357.46								
154547	7/28/2025		2176 OXYGEN SERVICES COMPANY							
		313.35	RECYCLED CYLINDERS		124106	0003622504	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		313.35								
154548	7/28/2025		7383 PETERSON COMPANIES, INC.							
		13,080.04	CONVERT IRRIGATION KAP LNDG		124107	60125	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		421.74	ANTENNA EXTNDR-LAWSHE PARK		124108	60273	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		777.22	RPR LOW PRESSURE ZONE		124109	60259	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		14,279.00								
154549	7/28/2025		2231 PIONEER PRESS							
		51.70	PID #36-45400-01-182		124115	0625572442	10140.6341		ADVERTISING	CITY CLERK
		51.15	EDA PUBLIC HEARING		124115	0625572442	20284.6341		ADVERTISING	DEVELOPMENT
		102.85								
154550	7/28/2025		6683 POPP COMMUNICATIONS							
		187.00	NM FIRE ALARM 7/10-8/9/25		124110	992885248	50677.6390.1		TELEPHONE-SECURITY	NAN MCKAY APT BLDG
		187.00	JC FIRE ALARM 7/10-8/9/25		124110	992885248	50678.6390.1		TELEPHONE-SECURITY	JOHN CARROLL APT BLDG
		374.00								
154551	7/28/2025		13979 SAFETY-KLEEN SYSTEMS INC							
		446.17	SVC PARTS WASHER		124122	97485455	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		446.17								
154552	7/28/2025		2464 SHORT ELLIOTT HENDRICKSON INC							
		23,959.90	SSPTA WELL#3 CONSTRUCTION		124111	491045	50605.6302	202311	PROFESSIONAL SERVICES	WATER UTILITY
		25,380.00	EXHIBIT A PROPERTY MAP UPDATE		124145	490747	40404.6371	AIR077	REPAIRS & MAINT CONTRACTUAL	AIRPORT CAPITAL FUND
		49,339.90								

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154553	7/28/2025		2505 SOUTH EAST TOWING INC						Continued...	
		247.50	TOW 3064R-MID MACHINERY		124113	250767	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		247.50								
154554	7/28/2025		2544 ST. CROIX RECREATION COMPANY, INC.							
		5,490.52	6' CONTOUR BENCH		124114	22331	20215.6210	227588	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		5,490.52								
154555	7/28/2025		4210 SUMMIT FIRE PROTECTION							
		780.00	FIRE ALARM MONITOR 7/1-6/30		124116	3372713	50607.6371		REPAIRS & MAINT CONTRACTUAL	WATER TREATMENT PLANT
		780.00								
154556	7/28/2025		14363 SUNRAM CONSTRUCTION INC.							
		10,578.97	SEIDLS LAKE TR&SHORE IMPROV		124151	PAY VOUCHER #7	50610.6530	202115	IMPR OTHER THAN BUILDING	STORM WATER UTILITY
		10,578.97								
154557	7/28/2025		6504 SUSSEL CORPORATION							
		1,000.00	ESCROW RFD-115 WARBURTON		124144	SS044624	40410.2205		DEPOSITS	LOCAL IMPROVEMENT CONST
		1,000.00								
154558	7/28/2025		13599 THE APPAREL LAB							
		1,100.00	SWEATSHRITS PER CONTRACT		124117	249019	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		996.00	SWEATSHRITS PER CONTRACT		124117	249019	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		150.00	SWEATSHRITS PER CONTRACT		124117	249019	10330.6245		CLOTHING ALLOWANCE	BUILDINGS
		300.00	SWEATSHRITS PER CONTRACT		124117	249019	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		234.00	SWEATSHRITS PER CONTRACT		124117	249019	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		289.00	SWEATSHRITS PER CONTRACT		124117	249019	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		3,069.00								
154559	7/28/2025		14613 TWIN CITIES DOTS & POP, LLC							
		972.00	DIP N DOTS-NORTHVIEW		124118	I250718617	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		1,166.40	DIP N DOTS-SPLASH POOL		124119	I250718616	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		2,138.40								
154560	7/28/2025		2744 VAN PAPER COMPANY							
		237.51	PAPER TOWELS		124120	112189	10330.6210		OPERATING SUPPLIES	BUILDINGS
		237.51								
154561	7/28/2025		5864 VERIZON WIRELESS							
		347.70	CONNECT PH#3/IPADS/SCADA		124121	6117376090	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		347.70								

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154561	7/28/2025		5864 VERIZON WIRELESS						Continued...	
154562	7/28/2025		2788 WATSON COMPANY							
		775.24	CONCESSIONS-SPLASH POOL		124123	150947	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		959.06	CONCESSIONS-NORTHVIEW		124124	150946	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		341.02	CONCESSIONS-SPLASH		124125	151136	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		946.02	CONCESSIONS-NORTHVIEW		124126	151135	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		27.21-	CONCESSIONS-NV CREDIT		124170	150448	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		2,994.13								
154563	7/28/2025		8540 WINDSCAPES							
		2,827.00	MULCH-KAPOSIA&MCMORROW		124127	25402	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		2,827.00								
154571	8/4/2025		1018 ADVANCED GRAPHIX, INC.							
		436.50	GRAPHICS 2151-VIN 7662		124174	217220	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		436.50	GRAPHICS 2160-VIN 7197		124174	217220	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		436.50	GRAPHICS 2154-VIN 1175		124174	217220	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		1,309.50								
154572	8/4/2025		2767 ALLSTATE PETERBILT OF SOUTH ST. PAUL							
		72.84	STRAP-RATCHETS		124175	3004743495	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		72.84								
154573	8/4/2025		5746 ASPEN MILLS, INC							
		279.82	05-GLOVES & PANTS		124176	357360	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		279.82								
154574	8/4/2025		12516 BRELAND ENTERPRISES INC.							
		160.00	BLDG PERMIT RFD-2209 ACORN		124177	SS045686	10420.4263		BUILDING	CODE ENFORCEMENT
		1.00	STATE SURCHARGE		124177	SS045686	10101.2083		SURCHARGES	GENERAL FUND
		5.00-	ADMIN SVC FEE		124177	SS045686	10420.4493		OTHER CHARGE FOR SERVICE - COM	CODE ENFORCEMENT
		156.00								
154575	8/4/2025		1177 CENTRAL TURF & IRRIGATION SUPPLY, INC.							
		48.86	GLOBE VALVES-IRRIGATION SYST		124178	65006276-00	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		48.86								
154576	8/4/2025		1184 CINTAS CORPORATION #754							
		75.30	SAFETY MATS		124179	4237060790	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		24.81	SAFETY MATS-LOBBY, FD		124179	4237060790	10330.6210		OPERATING SUPPLIES	BUILDINGS

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154576	8/4/2025		1184 CINTAS CORPORATION #754						Continued...	
		100.11								
154577	8/4/2025		1219 CRAWFORD DOOR SALES COMPANY							
		737.25	RPL ASTRAGL/RETNR-FD DOOR#2		124180	57550	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		737.25								
154578	8/4/2025		10710 CURBSIDE LANDSCAPE & IRRIGATION							
		119.00	LAWSHE-SUMM FERT APPL		124181	312963	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		119.00	CH/LIBRARY-SUMM FERT APPL		124182	312962	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		119.00	PW-SUMM FERT APPL		124183	312964	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		1,261.00	KAPOSIA PK SUMM FERT APPL		124184	312961	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		1,618.00								
154579	8/4/2025		11317 CUSTOM CAP & TIRE							
		776.36	TIRES #325		124185	270077855	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		693.04	TIRES #18-525		124186	270077963	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,469.40								
154580	8/4/2025		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		383.02	2024 2ND QTR UTILITIES		124187	5503944	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		1,679.76	JUNE 2025 SUSCRIBER FEE		124188	5503957	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		478.80	5 RADIO MICROPHONES		124189	5503963	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		2,541.58								
154581	8/4/2025		1254 DAKOTA COUNTY TREASURER AUDITOR							
		3,300.00	JPA-ADMIN WHEP 2025		124190	7/15/2025	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		3,300.00								
154582	8/4/2025		6755 DAVEY TREE EXPERT COMPANY							
		750.00	FOLIAGE TRTMT-LORRAINE PK		124191	919742415	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		750.00								
154583	8/4/2025		14802 DOMEIER PAINTING LLC							
		523.00	JC#910 APT TURN		124192	91182462	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		771.00	JC#205 APT TURN		124193	91242302	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		1,294.00								
154584	8/4/2025		1326 EARL F. ANDERSEN, INC							
		254.70	DEAD END SIGNS		124194	0140181-IN	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		993.75	SQUARE POSTS		124195	0140182-IN	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS

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154584	8/4/2025		1326 EARL F. ANDERSEN, INC						Continued...	
		1,248.45								
154585	8/4/2025		1350 EMERGENCY AUTOMOTIVE TECHNOLOGIES INC							
		46.98	WARNING LGT#300,320,205,324		124196	JP04232540B	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		566.08	QUICKFIT HOUSING #300,320		124197	JP052225-44	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		1,174.50	T-SERIES/BRCKT#300,320,324,205		124198	JP04232540A	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		515.04	RSPNDR LGT #300,320,205,324		124199	JP04232540C	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		2,302.60								
154586	8/4/2025		1400 FERGUSON WATERWORKS #2518							
		1,713.34	OD COUPL XL		124204	0550710	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		1,713.34								
154587	8/4/2025		4725 FIRST SUPPLY LLC - TWIN CITIES							
		136.56	AIR FILTERS		124205	3772960-00	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		136.56								
154588	8/4/2025		5592 FRATTALONE'S DAWNWAY LLLP							
		636.00	CLEAN BLACKTOP DEBRIS		124206	2507030	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		636.00								
154589	8/4/2025		11834 GUARDIAN SUPPLY LLC							
		1,809.00	37-VEST & CARRIER		124207	21752	20212.6245	227599	CLOTHING ALLOWANCE	GRANTS/DONATIONS POLICE
		269.97	09-WINTER SHIRTS & PANTS		124208	20305	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		189.99	26-SHIRT & EMBROIDERY		124209	20580	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		529.93	41-PANTS/SHIRTS/LGT/BOOTS		124210	20810	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		129.99	47-VELCRO RPR & BOOTS		124211	20989	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		304.95	37-BELT/SHIRT/PANTS		124212	20994	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		3,233.83								
154590	8/4/2025		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		140.30	JC CLN SUPPLY		124213	9238886786	50678.6211		CLEANING SUPPLIES	JOHN CARROLL APT BLDG
		267.70	DRUM FIXTURES		124214	9238886787	50678.6211		CLEANING SUPPLIES	JOHN CARROLL APT BLDG
		41.30	JC UNGER 36" PICK UP TOOL		124216	9239090417	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		1,227.00	JC (3) AC UNITS		124270	9239049693	50678.6220	229900	REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		1,676.30								
154591	8/4/2025		1611 HOTSYS MINNESOTA							
		178.47	HOSE CPLR PARTS-PSSR WASHR		124217	25986	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		178.47								

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154591	8/4/2025		1611 HOTSYS MINNESOTA						Continued...	
154592	8/4/2025		7271 INTERSTATE PARTNERS, LLC							
		57,014.85	PAYGO NOTE - PRINCIPAL NOTE 1		124279	8/25 NOTE	40491.6530		IMPR OTHER THAN BUILDING	STOCKYARDS TIF
		13,869.78	PAYGO NOTE - INTEREST NOTE 1		124280	8/25 NOTE	40491.6612		INTEREST EXPENSE	STOCKYARDS TIF
		81,302.08	PAYGO NOTE - PRINCIPAL NOTE 2		124281	8/25 NOTE	40491.6530		IMPR OTHER THAN BUILDING	STOCKYARDS TIF
		25,024.87	PAYGO NOTE - INTEREST NOTE 2		124282	8/25 NOTE	40491.6612		INTEREST EXPENSE	STOCKYARDS TIF
		177,211.58								
154593	8/4/2025		1667 INVER GROVE FORD							
		1,994.56	IGNITION WIRE&COIL ASY #A-1		124218	5359091	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,994.56								
154594	8/4/2025		6642 JOHNSON CONTROLS, INC							
		2,598.80	NM SVC AGR 8/1-10-31-25		124200	1-136107968865	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		3,898.20	JC SVC AGR 8/1-10-31-25		124200	1-136107968865	50678.6560		BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		6,497.00								
154595	8/4/2025		11377 KATH FUEL OIL SERVICE CO.							
		947.93	DYED DIESEL		124219	830808	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		947.93								
154596	8/4/2025		1803 LANGUAGE LINE SERVICES							
		1,217.01	OTP TRANSLATION		124220	11644679	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		1,217.01								
154597	8/4/2025		1812 LEAGUE OF MINNESOTA CITIES							
		90.00	PEER SUPP TRAING #30,24,44		124221	431997	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		90.00								
154598	8/4/2025		14983 LOZANO, ISMAEL							
		324.39	CANCEL PARK RENTAL 8/23/25		124222	07/23/25	10520.4465		PARKS FACILITIES RENTAL	PARKS ADMINISTRATION
		5.00-	ADMIN FEE		124222	07/23/25	10520.4465		PARKS FACILITIES RENTAL	PARKS ADMINISTRATION
		319.39								
154599	8/4/2025		1878 MARK'S AERIAL SERVICE							
		1,400.00	TREE & DEBRIS RMV-400 4TH A S		124223	005418	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		7,800.00	TREES-WENTWORTH RAVINE		124224	005419	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		1,500.00	TREE/DEBRIS-901 8TH A S		124225	005422	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		10,700.00								

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154600	8/4/2025		13985 MARTIN MARIETTA MATERIALS						Continued...	
		129.68	ASPHALT FOR STREETS		124226	46399883	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		129.68								
154601	8/4/2025		1991 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		145.00	ELEVATOR ANNUAL OPER		124271	ALR0177323X	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		75.00	PRSSR VESSEL & BOILERS		124272	ABR0352781X	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		220.00								
154602	8/4/2025		2023 MINNESOTA UNEMPLOYMENT INSURANCE							
		72.98	SUPPORT SPEC HOGAN-ARRIGONI		124269	QTR 2 2025 SSP	10150.6140		UNEMPLOYMENT COMP INS.	FINANCE
		72.98								
154603	8/4/2025		14750 MOSCA DESIGN INC							
		3,410.85	SSP 4TH ST BANNERS		124229	43546	40402.6220		REPAIR & MAINTENANCE SUPPLIES	CAPITAL PROGRAMS FUND
		3,410.85								
154604	8/4/2025		14547 NELSON, SYDNEE							
		87.43	MILEAGE REIMB 5/21-7/23/25		124263	7/23/2025	10529.6331		CONFERENCES, TRAINING, TRAVEL	RECREATIONAL PROGRAMS
		87.43								
154605	8/4/2025		14383 NFI, INC.							
		10.99	BATTERIES		124230	551739/693	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		10.99								
154606	8/4/2025		2166 O'REILLY AUTO PARTS							
		10.49	OIL FITLER #QT-1		124231	1767-437233	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		10.49								
154607	8/4/2025		2240 PLUNKETT'S PEST CONTROL, INC.							
		31.29	WELL #4 PEST CONTROL		124232	10024685	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		32.41	MCMOROW PEST CONTROL		124233	10023260	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		93.48	SPLASH POOL PEST CONTROL		124234	10023255	10527.6371		REPAIRS & MAINT CONTRACTUAL	SPLASH POOL
		108.16	NORTHVIEW POOL PEST CONTROL		124235	10019302	10528.6371		REPAIRS & MAINT CONTRACTUAL	NORTHVIEW POOL
		119.69	CITY HALL PEST CONTROL		124236	10020191	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		72.51	KAPOSIA PARK PEST CONTROL		124237	10018749	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		52.00	KAPOSIA LANDG PEST CONTROL		124238	10026739	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		509.54								
154608	8/4/2025		2633 SHERWIN-WILLIAMS CO., THE							
		785.66	NM PAINT FOR UNIT TURNS		124239	8957-0	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG

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154608	8/4/2025		2633 SHERWIN-WILLIAMS CO., THE						Continued...	
		1,670.42	JC PAINT FOR UNIT TURNS		124240	1936-3	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		2,456.08								
154609	8/4/2025		2505 SOUTH EAST TOWING INC							
		125.00	'14 NISSAN CN#25001311		124273	251266	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		125.00								
154610	8/4/2025		14798 SSP SPE I LLC							
		113,992.44	PAYGO NOTE - PRINCIPAL NOTE 1		124277	8/25 NOTE	40493.6530		IMPR OTHER THAN BUILDING	GRAND AVE GATEWAY TIF
		70,368.86	PAYGO NOTE - INTEREST NOTE 1		124278	8/25 NOTE	40493.6612		INTEREST EXPENSE	GRAND AVE GATEWAY TIF
		184,361.30								
154611	8/4/2025		14799 SSP SPE II LLC							
		37,830.06	PAYGO NOTE - PRINCIPAL NOTE 2		124275	8/25 NOTE	40493.6530		IMPR OTHER THAN BUILDING	GRAND AVE GATEWAY TIF
		49,915.94	PAYGO NOTE - INTEREST NOTE 2		124276	8/25 NOTE	40493.6612		INTEREST EXPENSE	GRAND AVE GATEWAY TIF
		87,746.00								
154612	8/4/2025		14984 STRIPE & RESTRIPE							
		375.00	NM PARKING STRIPE/# SPOTS		124242	256	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		495.00	JC PARKING LOT STRIPE/# LOTS		124243	255	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		870.00								
154613	8/4/2025		14773 THE LINCOLN NATIONAL LIFE INSURANCE CO							
		1,800.53	LONG-TERM DIS AUG25		124250	07/22/2025	10101.2177		LONG-TERM DISABILITY	GENERAL FUND
		2,712.60	GROUP/AD&D/VOLUNT AUG25		124250	07/22/2025	10101.2178		LIFE INSURANCE	GENERAL FUND
		1,628.11	SHORT-TERM DIS AUG25		124250	07/22/2025	10101.2185		SHORT TERM DISABILITY	GENERAL FUND
		6,141.24								
154614	8/4/2025		14854 THE LINCOLN NATIONAL LIFE INSURANCE CO							
		326.26	CRITICAL ILLNESS AUG25		124251	5346840	10101.2183		HARTFORD CRITICAL ILLNESS	GENERAL FUND
		403.80	ACCIDENT INSUR AUG25		124251	5346840	10101.2184		HARTFORD ACCIDENT POLICY	GENERAL FUND
		285.13	HOSPITAL INDEM AUG25		124251	5346840	10101.2186		HEALTH INDEMNITY	GENERAL FUND
		1,015.19								
154615	8/4/2025		14906 TIMMONS, ROBBY							
		18,708.00	1875 HINZ LN CASH BOND #3		124244	7/21/25	20245.2205		DEPOSITS	AIRPORT
		18,708.00								
154616	8/4/2025		2665 TRANS UNION LLC							
		90.00	BASIC SVC & REPORTS		124252	06528728	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION

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154616	8/4/2025		2665 TRANS UNION LLC						Continued...	
		90.00								
154617	8/4/2025		11670 TRENCHERS PLUS, INC							
		866.64	SPROCKET/BUSHG/CHAIN#SG1		118604	IT10995	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		35.66	GUARD #SG1		118605	IT10648A	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		902.30								
154618	8/4/2025		2677 TRI STATE BOBCAT INC							
		575.50	PLANER BITS		124253	A51248	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		44.34	PINS #355		124254	A51617	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		510.86	BAR SKI/PINS/RETAIN RINGS		124255	P41681	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,130.70								
154619	8/4/2025		2693 TWIN CITY JANITOR SUPPLY, INC.							
		384.00	PPR TWL DISPENSERS		124256	184947	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		986.34	AIR FRESHNR DISPENSER/LINERS		124257	184975	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		1,370.34								
154620	8/4/2025		3646 U.S. BANK EQUIPMENT FINANCE							
		112.00	COPIER LEASE		124274	560324972	10160.6210		OPERATING SUPPLIES	INFORMATION TECHNOLOGY
		112.00								
154621	8/4/2025		14336 VALLE CARPET CORP							
		175.00	NM 6TH FL HALLWAY RPR		124201	1046	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		2,588.33	JC#313 PLANK & BASE		124202	2010	50678.6560	229057	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		2,588.33	JC#205 PLANK & BASE		124203	2011	50678.6560	229057	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		5,351.66								
154622	8/4/2025		2744 VAN PAPER COMPANY							
		65.57	TOILET PPR		124258	113478	10330.6210		OPERATING SUPPLIES	BUILDINGS
		250.96	LINERS/PPR TWLS/HANDWASH		124259	113476	10330.6210		OPERATING SUPPLIES	BUILDINGS
		316.53								
154623	8/4/2025		14369 WELLNESS THAT FITS LLC							
		4,021.88	WELLNESS CHECK-IN'S		124260	SSPPD-07152025	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		4,021.88								
154624	8/4/2025		2785 WM CORPORATE SERVICES, INC.							
		955.82	JC DUMPSTER SVC 7/1-7/15/25		124261	9320876-2282-9	50677.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING	NAN MCKAY APT BLDG
		955.82								

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154624	8/4/2025		2785 WM CORPORATE SERVICES, INC.						Continued...	
154625	8/4/2025		8606 WOLF, BRIAN							
		189.99	BOOT ALLOWANCE		124267	569537	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		189.99								
154626	8/4/2025		2849 XCEL ENERGY							
		56.89	LGTS @ LORRAINE		124264	51-6579081-8 7/24/25	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		31.44	252 CONCORD EXCH S		124265	51-0015062554-7 7/23/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		65.11	336 CONCORD EXCH S		124266	51-0014881334-6 7/23/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		153.44								
154627	8/4/2025		14985 ZENTELLA, KAILEE							
		50.00	CANCEL VENDG PERMIT-SSBASH25		124262	07/23/2025	10520.4461		SUMMER PROGRAMS	PARKS ADMINISTRATION
		50.00								
801239	7/25/2025		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		29.00			124163	072325903163	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		29.00								
801240	7/28/2025		3632 BOLTON & MENK, INC.							
		535.00	2024 LOC IMP-MARIE CONST SVCS		124051	0367418	40440.6302	202405	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		6,762.50	2024 LOC IMP-MARIE CONST SVCS		124052	0367417	40440.6302	202405	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		12,502.00	2025 LOC IMP-MARIE PH2 SURVEY		124053	0367419	40441.6302	202501	PROFESSIONAL SERVICES	2025 LOCAL IMPROVEMENTS
		13,282.50	STATE AID TRAFFIC COUNT SVCS		124054	0367421	10315.6302		PROFESSIONAL SERVICES	ENGINEERING
		33,082.00								
2025230	7/16/2025		14645 MEDSURETY, LLC							
		105.31	FSA REIMB-HEALTH 2025		124152	07/15/2025	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		268.85	HRA REIMBURSEMENT 2025		124152	07/15/2025	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		374.16								
2025231	7/21/2025		2013 MINNESOTA REVENUE (C)							
		2,460.63	SALES TAX FOR JUNE 2025		124153	JUN2025	10101.2081		DUE TO OTHER GOVT-SALES	GENERAL FUND
		.56	SALES TAX FOR JUNE 2025		124153	JUN2025	10101.4673		CASH OVER/SHORT	GENERAL FUND
		4,720.39	SALES TAX FOR JUNE 2025		124153	JUN2025	20243.2081		DUE TO OTHER GOVT-SALES	DOUG WOOG ARENA
		29.34	SALES TAX FOR JUNE 2025		124153	JUN2025	20245.2081		DUE TO OTHER GOVT-SALES	AIRPORT
		398.08	SALES TAX FOR JUNE 2025		124153	JUN2025	50605.2081		DUE TO OTHER GOVT-SALES	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
2025231	7/21/2025		2013 MINNESOTA REVENUE (C)						Continued...	
		7,609.00								
2025232	7/23/2025		14645 MEDSURETY, LLC							
		13.00	FSA REIMB-HEALTH 2025		124171	07/22/2025	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		13.00								
2025233	7/25/2025		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		481.77			124164	072325903164	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		49.37			124165	072325903165	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		216.88			124166	072325903166	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		107.98			124167	072325903167	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		23.07			124168	072325903168	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		879.07								
2025234	7/25/2025		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		3,600.00			124157	0723259031611	10101.2175		OTHER RETIREMENT	GENERAL FUND
		3,600.00								
2025235	7/25/2025		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		14,079.04			124158	0723259031612	10101.2175		OTHER RETIREMENT	GENERAL FUND
		14,079.04								
2025236	7/25/2025		2200 PERA							
		77,079.24			124159	0723259031613	10101.2174		PERA	GENERAL FUND
		77,079.24								
2025237	7/25/2025		2748 MISSION SQUARE TRANSFER (EFT)							
		2,110.00			124160	0723259031614	10101.2175		OTHER RETIREMENT	GENERAL FUND
		2,110.00								
2025238	7/25/2025		14645 MEDSURETY, LLC							
		3,582.09			124161	0723259031615	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		3,582.09								
2025239	7/25/2025		1338 EFTPS							
		41,695.66			124155	072325903161	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		48,594.96			124162	072325903162	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		90,290.62								
2025240	7/25/2025		2013 MINNESOTA REVENUE (C)							

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
2025240	7/25/2025		2013 MINNESOTA REVENUE (C)						Continued...	
		20,217.22			124156	0723259031610	10101.2172		STATE WITHHOLDING	GENERAL FUND
		20,217.22								
2025241	7/25/2025		14645 MEDSURETY, LLC							
		384.62	FSA REIMB-DEPCARE 2025		124173	07/23/2025	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		384.62								
2025242	7/28/2025		5900 FP MAILING SOLUTIONS							
		2,000.00	POSTAGE		124284	TDC#600069876-9	10101.1610		PREPAID POSTAGE	GENERAL FUND
						20				
		2,000.00								
2025243	7/28/2025		6037 HEALTHPARTNERS-DENTAL							
		1,732.48	DENTAL CLAIMS PAID		124283	07/17/25-07/23/	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
						25				
		1,732.48								
2025244	8/1/2025		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		1,071.95			124248	0729251132024	10101.2175		OTHER RETIREMENT	GENERAL FUND
		1,071.95								
2025245	8/1/2025		2200 PERA							
		566.51			124249	0729251132025	10101.2174		PERA	GENERAL FUND
		566.51								
2025246	8/1/2025		1338 EFTPS							
		207.03			124245	0729251132021	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		822.34			124246	0729251132022	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		1,029.37								
2025247	8/1/2025		2013 MINNESOTA REVENUE (C)							
		155.37			124247	0729251132023	10101.2172		STATE WITHHOLDING	GENERAL FUND
		155.37								
2025248	7/30/2025		14645 MEDSURETY, LLC							
		68.57	HRA REIMBURSEMENT 2025		124268	07/29/2025	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		68.57								
		1,747,190.71	Grand Total						Payment Instrument Totals	

Council Check Register by GL
Council Check Register and Summary

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<u>Check #</u>	<u>Date</u>	<u>Amount</u>	<u>Supplier / Explanation</u>	<u>PO #</u>	<u>Doc No</u>	<u>Inv No</u>	<u>Account No</u>	<u>Subledger</u>	<u>Account Description</u>	<u>Business Unit</u>
		1,747,190.71	Grand Total							
							<u>Payment Instrument Totals</u>			
							Checks	1,487,237.40		
							EFT Payments	226,842.31		
							A/P ACH Payment	33,111.00		
							Total Payments	1,747,190.71		



CITY COUNCIL AGENDA REPORT

DATE: August 4, 2025
DEPARTMENT: City Clerk
PREPARED BY:
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. RVSD 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>
15269	Neighbors, Inc	00016288	Charitable Gambling Exempt Permit	A	08/01/2025	08/19/2025		Meat Raffle - Stockyards Chop House	08/04/2025
15729	Julia Hagen	00016284	Chicken License	A	07/21/2025	12/31/2040	127 Poplar St E		08/04/2025
15474	Angela Nicole Gotham	00015867	Rental Housing	A	05/30/2025	05/31/2026	259 11th Ave N		08/04/2025
11918	Robert E. Bray	00015382	Rental Housing	A	04/02/2025	05/31/2026	551 11th Ave N		08/04/2025
15282	Jarid Keith Reeves	00016212	Rental Housing	A	03/27/2025	05/31/2026	720 17th Ave N		08/04/2025
11918	Robert E. Bray	00015560	Rental Housing	A	04/02/2025	05/31/2026	637 3rd Ave S		08/04/2025
15732	Lai Nga Ho	00016287	Rental Housing	A	07/29/2025	05/31/2026	1406 7th Ave S		08/04/2025
15293	Matthew Louis Marrandino	00015759	Rental Housing	A	05/05/2025	05/31/2026	804 8th Ave S #2		08/04/2025
15731	Juan Antonio Ruiz Beltran	00016286	Rental Housing	A	07/28/2025	05/30/2026	221 Grand Ave W 211		08/04/2025
15689	Jam Ventures	00016238	Rental Housing	A	05/16/2025	05/31/2026	210 Richmond St W		08/04/2025
11918	Robert E. Bray	00015989	Rental Housing Multi Family Dwelling (4+)	A	04/02/2025	05/31/2026	314 12th Ave N		08/04/2025
15730	Scope Solutions	00016285	Solicitor (Individual)	A	07/23/2025	05/31/2026			08/04/2025



CITY COUNCIL AGENDA REPORT

DATE: August 4, 2025
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Right of First Refusal at the South St. Paul Airport

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

Steven T. Guetter and Kjersti L. Kittelson are considering leasing a hangar lot in the West Hangar Area at the airport. Mr. Guetter and Ms. Kittelson are working on the construction plans and finalizing the details and costs to build the hangar as soon as possible.

SOURCE OF FUNDS

ATTACHMENTS

1. Right of First Refusal - Steve Guetter 1775 Lysdale
2. ROFR - Guetter 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 4th day of August, 2025, by and between City of South St. Paul, a Minnesota municipal corporation, (City) and Steven T. Guetter and Kjersti L. Kittelson (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 Steven T. Guetter and Kjersti L. Kittelson

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 August 4, 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.) January 4, 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: Steven T. Guetter and Kjersti L. Kittelson
16527 Irwindale Ct.
Lakeville, MN 55044

stguetter@gmail.com
952-484-9457

kjersti.guetter@gmail.com
651-769-7093

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: _____
Steven T. Guetter

By: _____
Kjersti L. Kittelson

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 Steven T. Guetter and Kjersti L. Kittelson.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF HANGAR PROPERTY

Lot 21, 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. 2025-83

**RESOLUTION RELATING TO AIRPORT:
APPROVE RIGHT OF FIRST REFUSAL
AT FLEMING FIELD WITH STEVEN T. GUETTER AND KJERSTI L. KITTELSON**

WHEREAS, The City Council has reviewed and considered a Right of First Refusal for Lot 21, 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 4th day of August, 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: August 4, 2025
DEPARTMENT: Engineering
PREPARED BY: Kelsey Gelhar
AGENDA ITEM NUMBER: 8.E.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Well No. 3 Water Treatment Plant - Change Order No. 5

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Consider approving Change Order No. 5 for the Well No. 3 Water Treatment Plant.

OVERVIEW

On October 2, 2023, the City Council awarded the bid for the Well No. 3 Water Treatment Plant to Municipal Builders, Inc. for the amount of \$8,094,000.

Change Order No. 5 covers changes made in the field, such as adding fencing to the retaining walls and adding a permanent hoist to the backwash tank. Change Order No. 5 also provides a credit for modifications made to various items during construction. Additionally, it extends the final completion date to August 29, 2025. This extension is necessary to accommodate the adjustment of the gas chemical feed booster pumps.

The net change to the contract amount from Change Order No. 5 is the addition of \$13,344.04 to the contract amount. Contract changes to date are summarized below:

Original Contract Amount - \$8,094,000.00
Change Order No. 1 - \$435,114.06
Change Order No. 2 - \$53,896.00
Change Order No. 3 - (\$14,049.00)
Change Order No. 4 - (3,961.18)
Change Order No. 5 - \$13,344.04
Proposed Contract Amount - \$8,578,343.92

Staff recommends the City Council consider approving Change Order No. 5 in the amount of \$13,344.04 for a new contract amount of \$8,578,343.92 and a final completion date of August 29, 2025.

SOURCE OF FUNDS

Funding is available from the Minnesota Public Facilities Authority's Drinking Water Revolving Fund.

ATTACHMENTS

1. Well No 3 WTP - CO 5



Building a Better World
for All of Us®

CHANGE ORDER

City of South St Paul

OWNER

CIP WS-21-1

OWNER'S PROJECT NO.

Well No. 3 Water Treatment Plant

PROJECT DESCRIPTION

7/21/2025

DATE

5

CHANGE ORDER NO.

SSTPA 167313 71.50

SEH FILE NO.

The following changes shall be made to the contract documents:

Description:

ITEM #1

Move final completion date from 6/30/2025 to 8/29/2025. Cost: N/A

ITEM #2

Add fence to the retaining wall. Cost: \$5,990.25

ITEM #3

Install davit hoist for the sludge pump. Cost: \$6,954.10

ITEM #4

Removal of backlighting on water treatment plant exterior sign. Credit: \$2,383.50

ITEM #5

Relocation of 4" butterfly valve. Cost: \$1,701.00

ITEM #6

Removal of fence along Kaposia. Credit: \$5,118.75

ITEM #7

Addition of limestone rock swale. Cost: \$3,342.44

ITEM #8

Addition of sample tap to backwash line, and pump prelube capabilities. Cost: \$1,598.50

ITEM #9

Core drilling of manhole. Cost: \$1,260.00

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Purpose of Change Order:

ITEM #1: To accommodate the replacement of the gas chemical feed booster pumps, the final completion date is moved to 8/29/2025.

ITEM #2: Due to the update of the placement of the retaining wall in previous change orders, it is now noted that the top of the wall is very close to the finished grade of the hill. A fence on the top of the retaining wall is to be installed for park safety.

ITEM #3: The City noted that they would like a permanent hoist installed to lift the sludge pump out of the backwash tank. This cost is for one Thern Model 5PT20-M1 Commander Series 1,400 lb capacity portable davit crane with M4312PB-K spur gear hand winch. This includes a powder coat finish and 60 ft 304 stainless steel wire rope assembly.

ITEM #4: This credit is for the removal of backlighting on the water treatment plant exterior sign. To provide power to light the sign, a number of holes would need to be drilled through the masonry. To protect the masonry and minimize the number of wall penetrations, it was decided to remove the capability for the sign to be lit.

ITEM #5: The 4" butterfly valve that controls flow to the backwash tank spray wash system required relocation in order to keep the flow meter from running dry. This required the re-running of electrical conduit to the valve.

ITEM #6: This credit is for the removal of fence along Kaposia Blvd, in coordination with the new benches and concrete pads placed by the School District.

ITEM #7: During construction, it was determined that limestone rock swale placed at the backwash tank overflow would be more effective and more maintainable than a catch basin. A \$1,000.00 credit for the removal of the concrete catch basin from the project is included in this cost.

ITEM #8: During construction, it was noted that the installation miscellaneous piping components would improve the operation of the plant. This includes installation of a sample tap on the backwash waste line, and piping to allow water to flow from the finished water line to raw water line so that prelube capabilities from the finished water line to the Well #3 pump are provided.

ITEM #9: Previous changes during construction had moved the sanitary sewer drains from the plant. To accommodate this change into a previously placed manhole, core drilling a new hole into the manhole was required.

Basis of Cost: ☒ *Actual* ☐ *Estimated*

Attachments (list supporting documents)

SSP Fence Extra

SSP Davit Crane

SSP Lighting Credit

SSP Butterfly Valve Relocation

SSP Rock Swale

SSP Sample Tap Add

SSP Pre-Lube Add

SSP Dryden Extras

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

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Contract Status

Original Contract

Net Change Prior C.O.'s 1 to 4

Change this C.O.

Revised Contract

Time

Cost

	\$8,094,000.00
-	\$470,999.88
60 days	\$13,344.04
8/29/2025	\$8,578,343.92

Recommended for Approval: **Short Elliott Hendrickson Inc.** by 

Andrew Knapp, PE

Agreed to by Contractor:

Approved for Owner:

BY

M.B.I.

BY

City of South St Paul

TITLE

TITLE

Distribution

Contractor 2

Owner 1

Project Representative 1

SEH Office 1

SR. PROJECT MGR

City Engineer

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

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CITY COUNCIL AGENDA REPORT

DATE: August 4, 2025
DEPARTMENT: Police
PREPARED BY: Brian Wicke
AGENDA ITEM NUMBER: 8.F.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Accept Letter of Resignation

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Accept Letter of Resignation

OVERVIEW

Attached you will find a letter from Community Service Officer Nely Guerra-Rivera giving notice of her intent to resign from her part-time position with the South St. Paul Police Department upon completion of her shift on August 15th, 2025. Community Service Officer Guerra-Rivera has recently accepted a full-time position with another agency.

Members of the Department wish Community Service Officer Guerra-Rivera the best as she moves into the next chapter of her life and thank her for her dedicated service to the City of South St. Paul. A copy of her letter of resignation is attached.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Nely Guerra-Rivera Letter of Resignation (1)_Redacted

Nely Yasmary Guerra-Rivera



29 July 2025

Commanders Daniel Salmey, Michael Running & Chief Brian Wicke

South St. Paul Police Department
125 3rd Ave N
South St. Paul, MN 55075

Dear Commanders Salmey, Running, and Chief Wicke,

Please accept this letter as my official notice of resignation. To allow the necessary time to transition out of the police department, my last day will be Friday, August 15th.

This was a difficult choice for me to make, but one that I feel is in my best interest. I am honored to have been a part of this department for the last three years. Three years ago, I wasn't sure whether law enforcement was for me. Now, I am happy to say that I have found what I want to do for a career.

This police department has given me so much. I have received so much support, good friendships, a new perspective on this profession, mentors and more. I am incredibly thankful for all the things I have experienced here. I am willing to work with you all to ensure a smooth transition in the coming days and weeks.

Sincerely,

Nely Guerra-Rivera



CITY COUNCIL AGENDA REPORT

DATE: August 4, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.G.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Resolution 2025-084, Electing not to Waive Statutory Tort Limits for Liability

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution 2025-084, Electing Not To Waive Statutory Tort Limits for Liability Insurance.

OVERVIEW

The statutory municipal tort cap is limited to a maximum of \$500,000 per claimant and \$1.5 million per occurrence. These limits apply whether the claim is against the city, against the individual officer or employee, or against both. The League of Minnesota Cities Insurance Trust (LMCIT) liability coverage provides a standard limit of \$2 million per occurrence. At the city's coverage renewal each year, it must decide whether to waive or not waive the statutory limits. According to LMCIT, there is no right or wrong answer, and it is a discretionary decision each governing body must make.

Cities that waive the statutory limits are waiving the protection of the statutory limits, up to the amount of coverage the city has. A claimant could recover up to the LMCIT standard limit of \$2 million, rather than the statutory limit of \$500,000 per claimant. Because the waiver increases the exposure, the premium is a bit higher for coverage under the waiver option. In addition, the City could purchase excess liability coverage to be insured at an amount even higher than the \$2 million provided by LMCIT.

For cities who choose not to waive the statutory limits, the city's liability is limited by the statute to no more than \$500,000 per claimant and \$1.5 million per occurrence. LMCIT's higher coverage limits would only come into play on those types of claims that are not covered by the statutory limit.

- Claims under federal civil rights laws, including Section 1983, the Americans with Disabilities Act.
- Claims for tort liability the member has assumed by contract, which occur when a member agrees in contract to defend and indemnify a private party.
- Claims for actions in another state, which may occur in border cities that have mutual aid agreements with adjoining states or when a member official attends a national

conference.

- Claims based on liquor sales, which mostly affect cities with municipal liquor stores.
- Claims based on a “taking” theory, which are suits challenging land use regulations, frequently include an “inverse condemnation” claim, alleging the regulation amounts to a “taking” of the property.

The City Council must review and make an election of one of two options:

- (1) Abide by the statutory tort limits and not waive them, or
- (2) Waive the limits.

South St. Paul has historically chosen Option #1 (abide by the statutory tort limits). Staff recommend continuing this practice by approving Resolution 2025-084, Electing Not To Waive Statutory Tort Limits for Liability Insurance.

SOURCE OF FUNDS

The City's various funds and programs budget for the liability insurance premiums from LMCIT associated with that fund's estimated exposure.

ATTACHMENTS

1. 2025-084, Not to Waive Statutory Tort Limits for Liability Ins.
2. Liability-Coverage-Waiver-Form

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-084

**RESOLUTION ELECTING NOT TO WAIVE STATUTORY TORT LIMITS FOR
LIABILITY INSURANCE**

WHEREAS, pursuant to previous action taken, the League of Minnesota Cities Insurance Trust has requested the City to make an election with regards to waiving or not waiving the tort liability limits established by Minnesota Statutes 466.04; and

WHEREAS, the choices available are to not waive the statutory limit, to waive the limit but to keep insurance coverage at the statutory limit, or to waive the limit and to add additional insurance coverage.

NOW, THEREFORE, BE IT RESOLVED by the City Council of South St. Paul, Minnesota does hereby elect not to waive the statutory tort liability limit established by Minnesota Statutes 466.04 and that such election is effective the coverage period of January 1, 2026 through December 31, 2026 or unless amended by further resolution.

Adopted this ____ day of _____ 2025.

Deanna Werner
City Clerk

LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. [Email completed form to your city's underwriter, to \[psstech@lmc.org\]\(mailto:psstech@lmc.org\), or fax to 651.281.1298.](mailto:psstech@lmc.org)

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

Check one:

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting:

Signature: _____

Position:



CITY COUNCIL AGENDA REPORT

DATE: August 4, 2025
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.H.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Closeout and Final Reimbursement for the Runway Reconstruction, Land Acquisition, and Exhibit A Project at the South St. Paul Airport

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution 2025-85 for the Closeout of the Runway Reconstruction, Land Acquisition and Exhibit A projects.

OVERVIEW

The South St. Paul Airport completed a runway reconstruction in 2021. Included in the FAA grant was some land acquisition for the upcoming Taxiway Reconstruction (2024) and an update to the Exhibit A portion of our Airport Layout Plan. All of the components of this project are now complete and the project is ready for closeout and final payment from MNDOT. Airport staff have reviewed the final closeout documents and they are now ready for Council approval and signature.

SOURCE OF FUNDS

ATTACHMENTS

1. Runway Reconstruction Closeout Resolution 8-4-25
2. Closeout - Rehab Runway 16-34
3. SF271-V1.0 - PRINT

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-85

**RESOLUTION RELATING TO AIRPORT:
APPROVE FINAL CLOSEOUT FOR THE RUNWAY RECONSTRUCTION, LAND
ACQUISITION, AND EXHIBIT A PROJECT
AT FLEMING FIELD**

WHEREAS, The City Council has reviewed and considered the Closeout of the Runway Reconstruction, Land Acquisition and Exhibit A Project;

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 Closeout Documents in the name and on behalf of the City in the form hereby approved.

Adopted this 4th day of August, 2025.

City Clerk

PROJECT CLOSEOUT REPORT

**Richard E. Fleming Field Airport
South St. Paul, MN**

**Reconstruction of Runway 16-34, Land Acquisition, and
Exhibit A**

**AIP 3-27-0093-022-2021
State Grant Number A1903-77**

July 2025

A. Project Summary

Airport: Richard E. Fleming Field Airport
Location: South St. Paul, Minnesota
Project Number: 3-27-0093-22-2021
Grant Agreement Acceptance Date: September 8, 2021
Grant Agreement Amount: \$4,029,284.00

Maximum Existing Grant Obligation: \$4,029,284.00

Sponsor(s):

Basic Federal Participation Rate: 100% AIP

Project Description (with all amendments): Rehabilitate Runway 16-34 including connector taxiways, reconstruct Runway 16-34 lighting, acquire land (fee simple land acquisition Parcel 18 and 19) and Update Exhibit A.

Identify work items with % participation rate other than basic rate above by indicating % rates after work item.

B. Executive Summary

Land – This project will consist of acquiring Parcel 18 (0.28 acres) as depicted on the currently approved Exhibit A property map from 2015 and Parcel 19 (.04 acres) which was added to the ALP update for a cost of \$142,500. Legal fees, closing costs associated with the parcel acquisition totaled \$28,120.81. The acquisition also included professional land acquisition services and Exhibit A update provided by Short Elliott Hendrickson (SEH) Inc. for a cost of \$52,700 and \$253,800. The total cost for this land acquisition was \$477,120.81.

Construction – Northwest Asphalt, Inc. was awarded the contract for the rehabilitation of Runway 16-34 project in the amount of \$3,118,031.79. \$3,118,031.79 of the contract was awarded as a federal grant. The project had one change order in the amount of \$8,534.53 addressed in Section E of this report. The final construction costs were \$3,063,890.89.

Engineering – The design engineering and construction administration services for the project were accomplished by SEH. SEH was awarded the design amendment contract in the amount of \$74,200.00. SEH was awarded the construction services contract in the amount of \$394,900.00.

Administration – An independent fee estimate was completed by HDR, Inc. for the construction project in the amount of \$3,000. An independent fee estimate was also completed by Becher Hoppe for the land acquisition project in the amount of \$3,500. A flight check reimbursable agreement was executed in the amount of \$12,553.38.

Equipment – Not applicable

Other – Not applicable

Project Summary – The project had a DBE utilization contract goal of 8.5% and completed with an actual goal of 13.7%.

Project Dates

- Bid Opening – June 15, 2021
- Award of Contract – June 21, 2021
- FAA Grant Offer – August 25, 2021
- Construction Start Date – August 1, 2022
- Construction Completion – September 22, 2022
- Final Payment – October 25, 2023

C. Project Cost Summary

Description	Claimed Cost	FAA Adjustment	FAA Recommended Amount	Other
Administrative				
• Advertising				
• IFE – Becher Hoppe	\$3,500.00		\$3,500.00	
• IFE – HDR, Inc.	\$3,000.00		\$3,000.00	
• Flight Check	\$12,553.38		\$12,533.38	
Engineering				
• Final Design Amendment	\$74,200.00		\$74,200.00	
• Construction Administration	\$394,900.00		\$394,900.00	
Land				
• Land Acquisition Services – SEH	\$52,700.00		\$52,700.00	
• Exhibit A Map Update - SEH	\$253,800.00		\$253,800.00	
• Legal Fees	\$28,120.81		\$28,120.81	
• Land	\$142,500.00		\$142,500.00	
Construction	\$3,063,890.89		\$3,063,890.89	
Equipment				
Other				
Totals:	\$4,029,165.08		\$4,029,165.08	

Federal Share @ 100% (Maximum Grant Obligation \$4,029,284.00)	\$ 4,029,165.00
Less Excess Over Maximum Obligation:	\$ 0.00
Less Previous Payments:	\$ 3,644,356.00
Amount Overpaid:	\$ 0.00
Recommended Total Grant Amount:	\$ 4,029,165.00
Excess Over Current Maximum Obligation:	\$ 0.00
Recommended Final Payment:	\$ 384,809.00

Note: If construction work is included in more than one grant, then a breakdown should be attached showing the item breakout with appropriate percent proration of engineering, testing, inspection costs, etc.

D. Partial Payment History Summary

1. 11/15/2021 – Payment of \$12,310
2. 12/17/2021 – Payment of \$93,750
3. 08/10/2022 – Payment of \$184,336

4. 10/20/2022 – Payment of \$2,524,562
5. 02/23/2023 – Payment of \$241,577
6. 04/20/2023 – Payment of \$389,451

E. Change Order Summary

Change Order #1 – Solar Obs. Lights (FAA Concurrence Attached)

F. Mandatory Project Review Comments and Certification Summary

	N/A	YES	NO
1. All construction work was performed in full conformity with approved project plans and specifications.	☐	☒	☐
2. All work included on approved project plans and included in the project description has been satisfactorily completed	☐	☒	☐
3. The Sponsor has not claimed costs for any development not within the scope of the project.	☐	☒	☐
4. The Sponsor has complied with the terms and conditions of the Grant Agreement including all special conditions.	☐	☒	☐
5. A final inspection of the project work was conducted.	☐	☒	☐
6. Liquidated damages were not assessed.	☐	☒	☐
7. Satisfactory record drawings have been received.	☐	☒	☐
8. All project certifications completed.			
a. Land	☐	☒	☐
b. Plans and Specifications	☐	☒	☐
c. Consultant Selection	☐	☒	☐
d. Equipment	☒	☐	☐
e. Construction Project Final Acceptance	☐	☒	☐

* Comment is required for any item checked in the "No" column.

G. DBE Participation Summary

Name of Prime Contractor	Amount of Contract	DBE Amount	Contract Goal - %	Actual Goal - %
Northwest Asphalt, Inc.	\$3,118,031.79		8.5	13.7

H. Final Inspection Report and Punch List Item Clearance

Final inspection was conducted for the project with the Airport Manager, Contractor, and Engineer in attendance. All work has been fully accepted.

I. Construction Management Report

A Construction Management Report was completed for this project. A Construction Testing Report was completed on January 16, 2025.

J. Final Payment Recommendation and Project Amendment Requirement

(Check Appropriate Items)

- ☐ A. No further payment is due.
- ☐ B. If funds are available and the Grant is appropriately amended in the amount of _____ a final payment of _____ is recommended.
- ☒ C. A final payment in the amount of \$384,809 is recommended.
- ☐ D. Cost Backup (Included to document cost incurred as required).
- ☐ E. A-133 System Audit performed and approved on xx, 20xx by the cognizant agency_____.

All costs were necessary, reasonable in amount and otherwise allowable as project costs.

Sponsor
Approval: _____ Date: _____

State
Approval: _____ Date: _____

FAA
Approval: _____ Date: _____

FAA
Approval: _____ Date: _____

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS		1. TYPE OF REQUEST ☒ FINAL ☐ PARTIAL	2. BASIS OF REQUEST ☒ CASH ☐ ACCRUAL
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED FAA - Great Lakes Region Airports Division		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 3-27-0093-022-2021	
5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST Final	6. EMPLOYER IDENTIFICATION NUMBER 	7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER DZLFRPGBJW27	
8. PERIOD COVERED BY THIS REQUEST From: 05/01/2022 To:			
9. RECIPIENT ORGANIZATION Name: City of So. St. Paul Street1: 125 Third Avenue North Street2: City: So. St. Paul County: State: MN: Minnesota Province: Country: USA: UNITED STATES ZIP / Postal Code: 55075			
10. PAYEE (Where check is to be sent if different than item 9) Name: MNDOT Office of Aeronautics Street1: 395 John Ireland Boulevard Street2: City: St. Paul County: State: MN: Minnesota Province: Country: USA: UNITED STATES ZIP / Postal Code: 55155-1800			

11.

STATUS OF FUNDS

CLASSIFICATION	PROGRAMS	FUNCTIONS	ACTIVITIES	TOTAL
	(a)	(b)	(c)	
a. Administrative expense	\$ 19,053.38	\$ 0.00	\$ 0.00	\$ 19,053.38
b. Preliminary expense				
c. Land, structures, right-of-way	477,120.81			477,120.81
d. Architectural engineering basic fees	469,100.00	0.00	0.00	469,100.00
e. Other architectural engineering fees		0.00	0.00	0.00
f. Project inspection fees				
g. Land development				
h. Relocation expense				
i. Relocation payments to individuals and businesses				
j. Demolition and removal				
k. Construction and project improvement cost	3,063,890.89			3,063,890.89
l. Equipment				
m. Miscellaneous cost				
n. Total cumulative to date (sum of lines a thru m)	4,029,165.08	0.00	0.00	4,029,165.08
o. Deductions for program income				
p. Net cumulative to date (line n minus line o)	4,029,165.08	0.00	0.00	4,029,165.08
q. Federal share to date	4,029,165.00	0.00	0.00	4,029,165.00
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share (sum of lines q and r)	4,029,165.00	0.00	0.00	4,029,165.00
t. Federal payments previously requested	3,644,356.00			3,644,356.00
u. Amount requested for reimbursement	\$ 384,809.00	\$	\$	\$ 384,809.00
v. Percentage of physical completion of project	100.00 %	%	%	100.00 %

12. CERTIFICATION

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

a. RECIPIENT

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REPORT SUBMITTED

TYPED OR PRINTED NAME AND TITLE

Prefix:	Mr.	First Name:	James	Middle Name:	
Last Name:	Francis			Suffix:	
Title:	Mayor				

TELEPHONE (Area code, number, and extension)

651.321.8348

b. REPRESENTATIVE CERTIFYING TO LINE 11V

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE SIGNED

TYPED OR PRINTED NAME AND TITLE

Prefix:	Mr.	First Name:	Arika	Middle Name:	
Last Name:	Johnson			Suffix:	
Title:	Central Region Engineer				

TELEPHONE (Area code, number, and extension)

651.356.1336

INSTRUCTIONS

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Please type or print legibly. Items 3, 4, 5, 8, 9, 10, 11s and 11v are self explanatory; specific instructions for other items are as follows:

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
1	Mark the appropriate box. If the request is final, the amounts billed should represent the final cost of the project.	11j	Enter gross salaries and wages of employees of the recipient and payments to third party contractors directly engaged in performing demolition or removal of structures from developed land. All proceeds from the sale of salvage or the removal of structures should be credited to this account; thereby reflecting net amounts if required by the Federal agency.
2	Show whether amounts are computed on an accrued expenditure or cash disbursement basis.	11k	Enter those amounts associated with the actual construction of, addition to, or restoration of a facility. Also, include in this category, the amounts for project improvements such as sewers, streets, landscaping, and lighting.
6	Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service or FICE (institution) code if requested by the Federal agency.	11l	Enter amounts for all equipment, both fixed and movable, exclusive of equipment used for construction. For example, permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11m	Enter the amounts of all items not specifically mentioned above.
11	The purpose of vertical columns (a) through (c) is to provide space for separate cost breakdowns when a large project has been planned and budgeted by program, function or activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page. All amounts are reported on a cumulative basis.	11n	Enter the total cumulative amount to date which should be the sum of lines a through m.
11a	Enter amounts expended for such items as travel, legal fees, rental of vehicles and any other administrative expenses. Include the amount of interest expense when authorized by program legislation. Also show the amount of interest expense on a separate sheet.	11o	Enter the total amount of program income applied to the grant or contract agreement except income included on line j. Identify on a separate sheet of paper the sources and types of the income.
11b	Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.	11p	Enter the net cumulative amount to date which should be the amount shown on line n minus the amount on line o.
11c	Enter all amounts directly associated with the acquisition of land, existing structures and related right-of-way.	11q	Enter the Federal share of the amount shown on line p.
11d	Enter basic fees for services of architectural engineers.	11r	Enter the amount of rehabilitation grant payments made to individuals when program legislation provides 100 percent payment by the Federal agency.
11e	Enter other architectural engineering services. Do not include any amounts shown on line d.	11t	Enter the total amount of Federal payments previously requested, if this form is used for requesting reimbursement.
11f	Enter inspection and audit fees of construction and related programs.	11u	Enter the amount now being requested for reimbursement. This amount should be the difference between the amounts shown on lines s and t. If different, explain on a separate sheet.
11g	Enter all amounts associated with the development of land where the primary purpose of the grant is land improvement. The amount pertaining to land development normally associated with major construction should be excluded from this category and entered on line k.	12a	To be completed by the official recipient official who is responsible for the operation of the program. The date should be the actual date the form is submitted to the Federal agency.
11h	Enter the dollar amounts used to provide relocation advisory assistance and net costs of replacement housing (last resort). Do not include amounts needed for relocation administrative expenses; these amounts should be included in amounts shown on line a.	12b	To be completed by the official representative who is certifying to the percent of project completion as provided for in the terms of the grant or agreement.
11i	Enter the amount of relocation payments made by the recipient to displaced persons, farms, business concerns, and nonprofit organizations.		



CITY COUNCIL AGENDA REPORT

DATE: August 4, 2025
DEPARTMENT: Economic Development
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 8.I.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Amendment #1 to Preliminary Development Agreement - ZAS, LLC

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Through Consent, motion to approve the Amendment to Preliminary Development Agreement with ZAS, LLC and the South St. Paul Economic Development Authority.

OVERVIEW

On November 4, 2024, the City Council approved a Preliminary Development Agreement (PDA) with the South St. Paul EDA and ZAS, LLC for a proposed mixed-use redevelopment of the approximately 5.6-acre site at the northeast corner of Grand Avenue East and Concord Street North. The Developer's proposed concept envisions transforming the site, which is currently vacant but was previously developed with industrial uses including the Dakota County Technical College's meatcutting school, 20/20 Brand Solutions, yard space for Twin City Pallet Co., and more historically several ag-industrial buildings of the former Swift & Co. packinghouse campus. ZAS's concept aligns closely to the mixed-use, walkable, livable vision for this area as identified in numerous City plans over the past 25 years: they propose adding an independent restaurant, "destination retail" (currently vetting an indoor pickleball center), and more than 150 units of market-rate housing at the site in a two-phase development program. Given the conditions of the site, including challenging geotechnical and environmental conditions, for the project to be economically viable we anticipate the necessity of utilizing a creative funding approach involving Tax Increment Financing and the leveraging of state and regional grant programs.

ZAS and the EDA continue to make significant progress towards the advancement of this development; however, the executed PDA is set to terminate on August 31, 2025. Due to outstanding issues related to site control, stormwater and other infrastructure, and Response Action Plan preparation and approval, the Developer and EDA agree that the project is not yet ripe for a formal purchase and development agreement(s). With this in mind, we have mutually resolved that a 60-day extension to the PDA is desirable as we continue to collaborate on these elements.

SOURCE OF FUNDS

The PDA as executed required an option payment, payable in installments to a total of \$30,000,

by the developer to retain the exclusive option to negotiate a purchase and development agreement and to assist with the City's administrative costs. The Developer has satisfied this obligation.

ATTACHMENTS

1. Preliminary Development Agreement (November 2024)
2. Amendment to Preliminary Development Agreement

**THE SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY,
THE CITY OF SOUTH ST. PAUL
AND
ZAS LLC**

PRELIMINARY DEVELOPMENT AGREEMENT

THIS PRELIMINARY DEVELOPMENT AGREEMENT (this “Agreement”), dated the 4th day of November, 2024, by and between the City of South St. Paul, a public body corporate and politic under the laws of the State of Minnesota (the “City”), the South St. Paul Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota (the “EDA”) and ZAS LLC, a South Dakota limited liability company (the “Developer”);

WITNESSETH:

WHEREAS, the EDA owns and desires to promote the development of certain property known as 125, 135, and 139 Grand Avenue East, South St. Paul, Dakota, County, Minnesota, as further described and depicted on Exhibit A attached hereto and incorporated by reference herein (the “Property”); and

WHEREAS, the EDA has determined that it is in the best interests of the EDA that the Developer be designated as the sole developer of the Property during the term of this Agreement; and

WHEREAS, the EDA intends that the site design for the Property be generally consistent with the 2040 Comprehensive Plan, the 2020 Hardman Triangle Redevelopment Plan, and the Concord Gateway Mixed-Use Zoning District and the current site design for the Property includes the following uses on the Property:

1. An approximately 4-story, market-rate residential apartment building with an estimated 145 residential units and not fewer than 140 garage parking stalls and adequate surface parking to, when combined with the garage parking stalls, meets a ratio of one stall per bedroom (the “Market-Rate Building”);

2. A 1- to 2- story, “destination retail” building to include experience-based commercial and/or retail uses, including a 1-story, full-service restaurant located near the northeast corner of Grand Avenue and Concord Street North (the “Commercial Building”);

3. An approximately 5-story, potentially independent senior-focused or workforce-focused apartment building with an estimated 40 to 110 residential units and adequate parking to meet a ratio of one stall per bedroom (the “Senior/Workforce Building”); and

4. A shared surface parking facility with an estimated 75 surface parking spaces serving the improvements described above (the “Parking”); and

WHEREAS, the Developer desires to acquire and develop all or a portion of the Property for purposes of constructing thereon the aforementioned mixed-use development (collectively the "Development"); and

WHEREAS, the EDA and Developer are interested in further planning and negotiation for the Developer's proposal for the Development; and

WHEREAS, Developer has indicated to the EDA that it will seek financial assistance from the City and/or the EDA to make the Development feasible; and

WHEREAS, the City or the EDA will need to determine if various studies, as may be determined to be reasonably necessary, should be conducted, including without limitation an environmental impact or related study, an infrastructure feasibility study, an economic impact study, and any other required analysis of the Development (the "Studies") and will need to determine that the proposed Development of the Property will have a positive impact on the City; and

WHEREAS, the City and the EDA will discuss with the Developer available financial assistance, grants, gifts or loans for the Development; and

WHEREAS, various land use, zoning, and subdivision issues and actions related to the Development and the Property are required to be approved by the City in order to facilitate the Development by the Developer; and

WHEREAS, the City and EDA agree to cooperate with the Developer to review and process various land use, zoning, and subdivision issues and actions related to the Development and the Property in order to facilitate the Development by the Developer; and

WHEREAS, the City, the EDA and the Developer are willing to undertake the Development if (i) a satisfactory agreement can be reached regarding EDA's commitment for public costs necessary for the Development; (ii) satisfactory mortgage and equity financing, or adequate equity resources for the Development can be secured by Developer; (iii) the parties reach a satisfactory resolution of zoning, land use, public infrastructure and site design issues; and (iv) the feasibility and soundness of the Development and other necessary preconditions have been determined to the satisfaction of the parties.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and obligations set forth herein, the parties agree as follows:

1. Future Negotiations.

The parties agree to continue negotiations in an attempt to formulate a definitive plan for review and approval of all land use, zoning and subdivision approvals and any necessary development agreements or contracts based on the following:

- (a) Developer's current proposal for the Development, which shows the scope of the proposed Development in its latest form as of the date of this Agreement, together

with such changes or modifications to the proposal as agreed to by the Developer, the City and the EDA;

(b) Financial projections for the Development and related financial analysis of necessary public assistance;

(c) Other terms and conditions of this Agreement.

2. Statement of Intent.

Although not conclusive or binding on either party beyond the designation of Developer as the sole developer of the Property as set forth herein, it is the intention of the parties that this Agreement: (a) documents the present understanding and commitments of the parties; (b) will provide the EDA and City with the necessary information to determine the amount of available financial assistance for the Development, following receipt of pertinent financial projections related to the Development and subsequent, independent review by the City's financial consultants; (c) will lead to negotiation and execution of a mutually satisfactory development agreements or contracts prior to the termination date of this Agreement; and (d) will lead to an appropriate land use, zoning, and subdivision application or applications. The development agreements or contracts (together with any other agreements entered into between the parties hereto contemporaneously therewith) when executed and any land use, zoning, and subdivision approvals, will supersede all obligations of the parties hereunder.

3. Term; Duties.

(a) During the term of this Agreement, EDA and City agree to:

(i) Proceed to seek all necessary information with regard to the anticipated public costs, if any, associated with the Development.

(ii) Provide to the Developer copies of all due diligence items in EDA's and City's possession, including without limitation: title, survey, environmental (Environmental Phase I & Phase II reports), soils, and market studies.

(iii) Use good faith efforts to negotiate and enter into one or more development agreements with the Developer for the phased development of the Market Rate Building, the Commercial Building, the Senior/Workforce Building, and the Parking (and, if applicable, any future phases of Development).

(b) During the term of this Agreement, Developer agrees to:

(i) Develop and submit its detailed proposal, including the plans and specifications, for the Development.

(ii) Conduct additional due diligence review of the Property. It is mutually understood and agreed that the EDA has completed, without Developer's assistance or financial contribution, Geotechnical Assessments and Phase I and Phase II

environmental site assessments prior to execution of this Agreement, which assessments have been and / or will be provided to Developer.

(iii) Use good faith efforts to obtain approval by the EDA and the City (including its Engineer, Planning and Inspection Department, and any other necessary governing authority) for approval of the site plan, exterior elevations and finishes, and such other zoning approvals as may be required.

(iv) Use good faith efforts to obtain any other necessary governmental approval from any governing authority.

(v) Use good faith effort to obtain financing on terms acceptable to Developer, in its sole discretion, which may include, but are not limited to public financial assistance (such as pay-as-you-go tax increment financing ("TIF") in a mutually agreeable amount), grants from other governmental entities (as applicable), private loans and equity investment for the Development.

(vi) Use good faith efforts to negotiate and enter into one or more development agreements with the EDA for the phased development of the Market Rate Building, the Commercial Building, the Senior/Workforce Building, and the Parking (and, if applicable, any future phases of Development).

4. Financial Assistance; TIF.

(a) EDA understands that the Developer is seeking financial assistance from the City and/or the EDA. During the term of this Agreement, Developer shall:

(i) Submit to EDA a design proposal to be reviewed by EDA showing the location, size, and nature of the proposed Development, including layouts, renderings, elevations, and other graphic or written explanations of the Development. The design proposal shall be accompanied by a proposed schedule for the starting and completion of the Development.

(ii) Submit an overall cost estimate for the design and construction of the Market-Rate Building, Parking, Commercial Building, and if applicable, a separate overall cost estimate for any subsequent phases.

(iii) Submit an anticipated time schedule for each planned phase of the Development.

(iv) Undertake and obtain such other preliminary economic feasibility studies, income and expense projections, and such other economic information as Developer may desire to further confirm the economic feasibility and soundness of the Development.

(v) Submit to EDA the Developer's financing plan showing that the proposed initial phase of the Development is financially feasible, and if applicable, a separate financial plan for any subsequent phases.

(vi) Furnish information in its possession or provide additional information as reasonably requested by the City or EDA to assist the City and EDA's determination of the appropriate amount of financial assistance needed for the Development, including good faith cooperation with the City or EDA's financial consultants and legal counsel.

(b) Developer understands that the TIF sought for the proposed Development must comply with state statute and the EDA's TIF policy. The EDA agrees in any development agreement or contract entered into as contemplated herein that the EDA will review and consider such financing as allowed by law, but no provision shall be construed as an affirmative approval of such financing until such time that a separate TIF agreement is entered into by both parties.

5. Feasibility.

It is expressly understood that execution and implementation of any development agreement or contract (together with any other agreements entered into between the parties hereto contemporaneously therewith) and any land use, zoning and subdivision approvals shall be subject to:

(a) A determination by the City and the EDA in their sole discretion that the undertakings are feasible based on (i) satisfaction of City Code requirements; (ii) the purposes and objectives of any development plan created or proposed for the Development; (iii) the Studies, if any; and (iv) the best interests of the City and the EDA.

(b) A determination by Developer in its sole discretion that the Development is feasible and in the best interests of Developer.

6. Costs; Exclusive Option and Administrative.

Developer shall be solely responsible for all costs incurred by Developer. Within five business days of full execution of this Agreement, the Developer agrees to submit a non-refundable option payment to the EDA in the amount of \$15,000, with additional payments of \$5,000 each due to the EDA on or before each the following subsequent dates: January 1, 2025, April 1, 2025, and July 1, 2025, as long as this Agreement has not been terminated or replaced with a formal development agreement for the Development prior to any such date. For the purposes of this Agreement, the term "Administrative Costs" means out of pocket costs incurred by the EDA or the City, together with consultants (including engineering, surveys, legal, financial advisor, acquisition specialist, relocation consultant, environmental analysis, environmental advisor, planning advisor, etc.), all attributable to or incurred in connection with the review of the development agreement, Development or other related contracts or agreements (together with any other agreements entered into between the parties hereto contemporaneously therewith), the negotiation and preparation of the definitive development agreement or agreements, and other documents and agreements in connection with the Development. Any application or escrow fees generally collected by the City for planning applications such as the Developer may file in relation to the Development will be collected separately pursuant to the City's applicable ordinances.

7. Effective Date; Expiration.

This Agreement is effective from the date hereof through August 31, 2025. After such date, neither party shall have any obligation hereunder except as expressly set forth to the contrary herein.

8. Termination.

This Agreement may be terminated upon fourteen (14) days written notice by EDA to Developer, or Developer to EDA, if:

(a) An essential precondition to the execution of a contract cannot be met; or

(b) If, in the respective sole discretion of the City, EDA or Developer, an impasse has been reached in the negotiation or implementation of any material term or condition of this Agreement, and the parties have been unable to resolve such impasse through good-faith negotiations within 30 days after the party determining the impasse has notified the other party in writing of such determination.

9. Sole Developer.

Developer is hereby designated by the City and the EDA as the sole developer of the Property during the term of this Agreement and the City and the EDA agree to negotiate solely with Developer with respect to the acquisition or development of the Property. The City and EDA agree not to market the Property or to make, accept, negotiate, or otherwise pursue any other offers for sale, purchase or development of the Property until this Agreement expires or is terminated pursuant to Section 7 or Section 8 herein.

10. Right of Entry.

In connection with this Agreement, EDA hereby grants to the Developer, its agents, employees, officers, and contractors (the "Authorized Parties") a right of entry on the Property for the purpose of performing all due diligence work and inspections deemed necessary by the Developer to fulfill its obligations under this Agreement (the "Permitted Activities"). Developer is responsible for any and all costs related to the Permitted Activities conducted on the Property. Developer agrees to indemnify, save harmless, and defend the Authority and its officers and employees, from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to the Property arising from or out of any occurrence in, upon or at the Property to the extent caused by the act or omission of the Authorized Parties in conducting the Permitted Activities on the Property, except (a) to the extent caused by the negligence, gross negligence, willful misrepresentation or any willful or wanton misconduct by the City or the EDA, or their officers, employees, agents or contractors; and (b) to the extent caused by a "Pre-Existing Condition" as defined in this paragraph 10. "Pre-Existing Condition" shall mean any geologic or soil condition, any defect in the condition of improvements located on the Property, or any condition caused by the existence of hazardous substances or materials in, on, or under Property, including without limitation hazardous substances released or discharged into the drainage systems, soils, groundwater, waters or atmosphere, which condition existed as of the

date of this Agreement and became known or was otherwise disclosed or discovered by reason of the Authorized Parties' entry onto the Property.

11. Severability.

If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement.

12. Breach; Waiver.

In the event any covenant contained in this Agreement should be breached by one party and subsequently waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach.

13. Notice.

Notice or demand or other communication between or among the parties shall be sufficiently given if sent by email (provided such message is not rejected and does not otherwise "bounceback"), by mail, postage prepaid, return receipt requested, by nationally recognized overnight courier or delivered personally to the following address (which may be changed by either party by notice provided in accordance with this section):

- (a) As to EDA/City: South St. Paul Economic Development Authority
125 3rd Avenue N
South St. Paul, MN 55075
Attn: Executive Director
Email: rgarcia@southstpaul.org
- (b) As to Developer: ZAS LLC
5605 Tracy Avenue
Edina, MN 55436
Attn: Alex Gese
Email: alex@zavidevelopment.com

14. Assignment.

Developer may assign its rights and obligations under this Agreement to an affiliate or subsidiary of Developer, or to any entity under common control with Developer, without the prior consent of the City or EDA.

15. Counterparts.

This Agreement may be executed simultaneously in any number of counterparts (and counterparts may be exchanged by electronic transmission (including by email)), all of which shall constitute one and the same instrument.

16. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

17. Incorporation.

The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be duly executed in its name and behalf as of the day and year first above written.

DEVELOPER:

ZAS LLC.

a South Dakota limited liability company

By: 

Name: Alex Gese

Its: Owner

CITY:

CITY OF SOUTH ST. PAUL

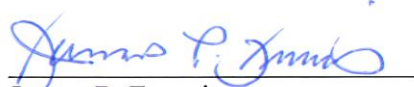
By: James P. Francis
James P. Francis
Its Mayor

By: Deanna Werner
Deanna Werner
Its Clerk

EDA:

SOUTH ST. PAUL ECONOMIC DEVELOPMENT
AUTHORITY

By:



James P. Francis
Its President

By:



Ryan Garcia
Its Executive Director

EXHIBIT A

PARCEL ID NUMBERS AND DEPICTION OF PROPERTY

36-03800-00-062

36-03800-00-061

36-03800-00-073

36-03800-00-072

(Full Legal Description of Development Property to be prepared prior to Development Agreement)

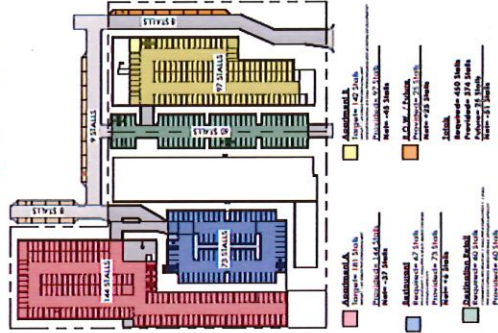


EXHIBIT B

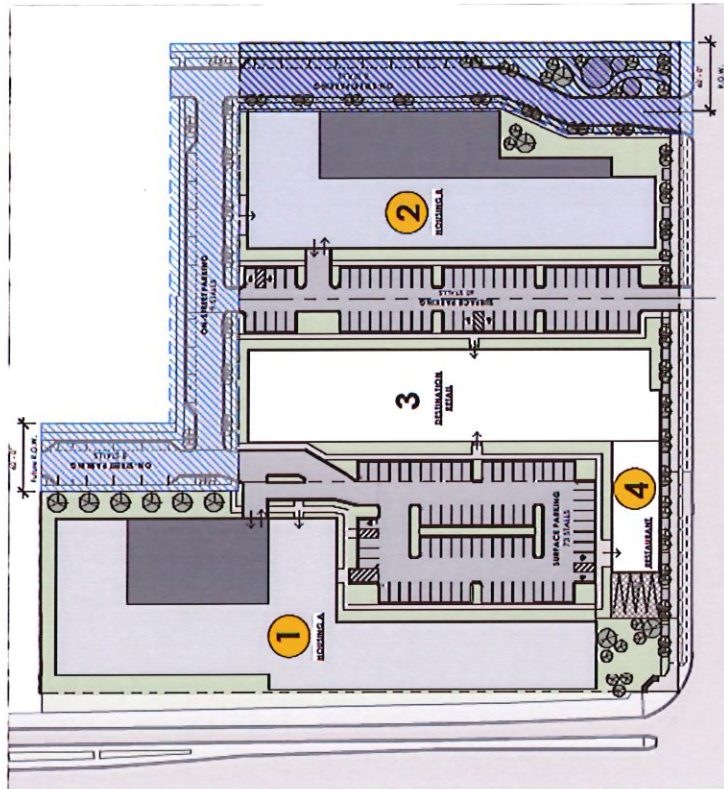
DRAFT DEVELOPMENT PROPOSAL (PRELIMINARY DRAFT - SUBJECT TO UPDATE AND REVISION)

Development Summary

- 1 **4-Story Housing A**
Market Rate | 135,015 SF | 145 Units
Garage Parking | 45,530 SF | 144 Stalls
Surface Parking | 37 Stalls (Shared)
- 2 **4-Story Housing B**
Market Rate | 111,710 SF | 116 Units
Garage Parking | 30,145 SF | 97 Stalls
Surface Parking | 30 Stalls (Shared)
- 3 **Destination Retail**
37,700 GSF
Surface Parking | 50 Stalls (50 Shared)
- 4 **Restaurant**
4,500 GSF | 3,000 SF Dining Room
Surface Parking | 73 Stalls (37 Shared)



2 | Parking Plan
SCALE: 1" = 100'-0"



1 | Schematic Masterplan
SCALE: 1" = 200'-0"

Schematic Redevelopment | 10.25.2024

Masterplan | P1



**THE SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY,
THE CITY OF SOUTH ST. PAUL
AND
ZAS LLC**

AMENDMENT TO PRELIMINARY DEVELOPMENT AGREEMENT

THIS AMENDMENT TO PRELIMINARY DEVELOPMENT AGREEMENT (this “Amendment”), is made as of the 5th day of August, 2025, by and between the City of South St. Paul, a public body corporate and politic under the laws of the State of Minnesota (the “City”), the South St. Paul Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota (the “EDA”) and ZAS LLC, a South Dakota limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the EDA, City and Developer are parties to that certain Preliminary Development Agreement dated November 4, 2024 (the “Agreement”), with respect to the development of certain property known as 125, 135, and 139 Grand Avenue East, South St. Paul, Dakota County, Minnesota, as further described in the Agreement; and

WHEREAS, the EDA, City and Developer are working in good faith to modify and update the Agreement to reflect current circumstances and conditions and wish to enter into this Amendment to provide additional time to do so.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and obligations set forth herein, the parties agree as follows:

1. Extension of Term. Section 7 of the Agreement is hereby amended to provide that the term of the Agreement is extended through October 31, 2025.
2. Counterparts. This Amendment may be executed simultaneously in any number of counterparts (and counterparts may be exchanged by electronic transmission (including by email)), all of which shall constitute one and the same instrument.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota.
4. Incorporation. The Recitals set forth in the preamble to this Amendment are incorporated into this Amendment as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto have caused this Amendment to be duly executed in its name and behalf as of the day and year first above written.

DEVELOPER:

ZAS LLC.

a South Dakota limited liability company

By: Alex Gese
Name: Alex Gese
Its: CEO

CITY:

CITY OF SOUTH ST. PAUL

By: _____
James P. Francis
Its Mayor

By: _____
Deanna Werner
Its Clerk

EDA:

SOUTH ST. PAUL ECONOMIC DEVELOPMENT
AUTHORITY

By: _____
James P. Francis
Its President

By: _____
Ryan Garcia
Its Executive Director



CITY COUNCIL AGENDA REPORT

DATE:

August 4, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

8.J.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Encroachment Agreement for Temporary Water Line for AVR, LLC's Temporary Concrete Batch Plant

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve draft encroachment agreement for AVR, LLC's temporary concrete batch plant at 843 Hardman Avenue South and authorize the City Attorney to make minor changes to finalize the agreement prior to signature.

OVERVIEW

Background

On May 19, 2025, the City Council approved an Interim Use Permit (IUP) allowing AVR, LLC to operate a temporary concrete batch plant on a vacant 22.86-acre parcel that is located adjacent to 843 Hardman Avenue South. This is a property that has been owned by the Danner Family Limited Partnership since 1996 under various names. AVR, LLC's concrete plant will support the upcoming redevelopment of the property as the Wakota Business Park which is a planned 3-building office-warehouse park. The City Council approved a preliminary plat and site plan for Building #1 of the business park at their July 21st meeting.

AVR, LLC is in the process of demolishing the old temporary concrete batch plant on the Danner property because it conflicts with the location of Building #1 of the business park. Their IUP authorizes them to erect a new temporary concrete plant in the southeastern corner of the property where it will not be in the way of Building #1 or the planned Building #2. The temporary concrete plant will need to be removed from the site after the IUP expires on November 1, 2027. AVR, LLC is required to pay the City a \$28,000 fee each year that they operate the batch plant to account for the impact to the City's road system and the ongoing use of staff time to monitor the IUP. AVR, LLC has already provided a check for \$28,000 to pay the fee for calendar year 2025.

Encroachment Agreement Needed

AVR, LLC has finalized their site plan and utility plan for the new temporary concrete batch

plant. They will be running a temporary water line around the northern edge and eastern edge of the Danner property in order to provide water to the plant. Until 2015, Danner owned all the underlying land that AVR needs for placement of the temporary water line. However, in 2015, the eastern portion of the Danner site was platted as an outlot and deeded to the City of South St. Paul for open space preservation. The Danner property has enormous piles of material on it from the past 30 years of grading, filling, and surcharging activities. AVR is not able to lay the temporary water line completely on the Danner property because piles of fill are in the way, and it is not feasible to move the piles at this time. They would like to go around the piles while laying their temporary water line and this will require the water lines to be partially placed on the City-owned outlot. This is only allowable if the City Council approves an encroachment agreement.

Staff does not have any concerns about the encroachment agreement. This is a temporary encroachment and the Applicant and Property Owner both acknowledge that the encroachment will need to be reworked once the Verderosa Avenue extension project is underway in 2026. The road project will involve the installation of new utilities and the Applicant can move their temporary water line to access those new utilities and be out of the way during road construction. The proposed agreement requires AVR, LLC and Danner Family Limited Partnership to get the encroachment out of the way of the City's road project within 30 days of being given notice. AVR, LLC and Danner Family Limited Partnership may need to enter into a revised encroachment agreement in 2026 if their new utility plan also involves an encroachment.

Recommended Action

Approve draft encroachment agreement for AVR, LLC's temporary concrete batch plant at 843 Hardman Avenue South and authorize the City Attorney to make minor changes to finalize the agreement prior to signature.

Links

[Link to Staff Memo for AVR Interim Use Permit](#)

[Link to Staff Memo for Wakota Business Park Development](#)

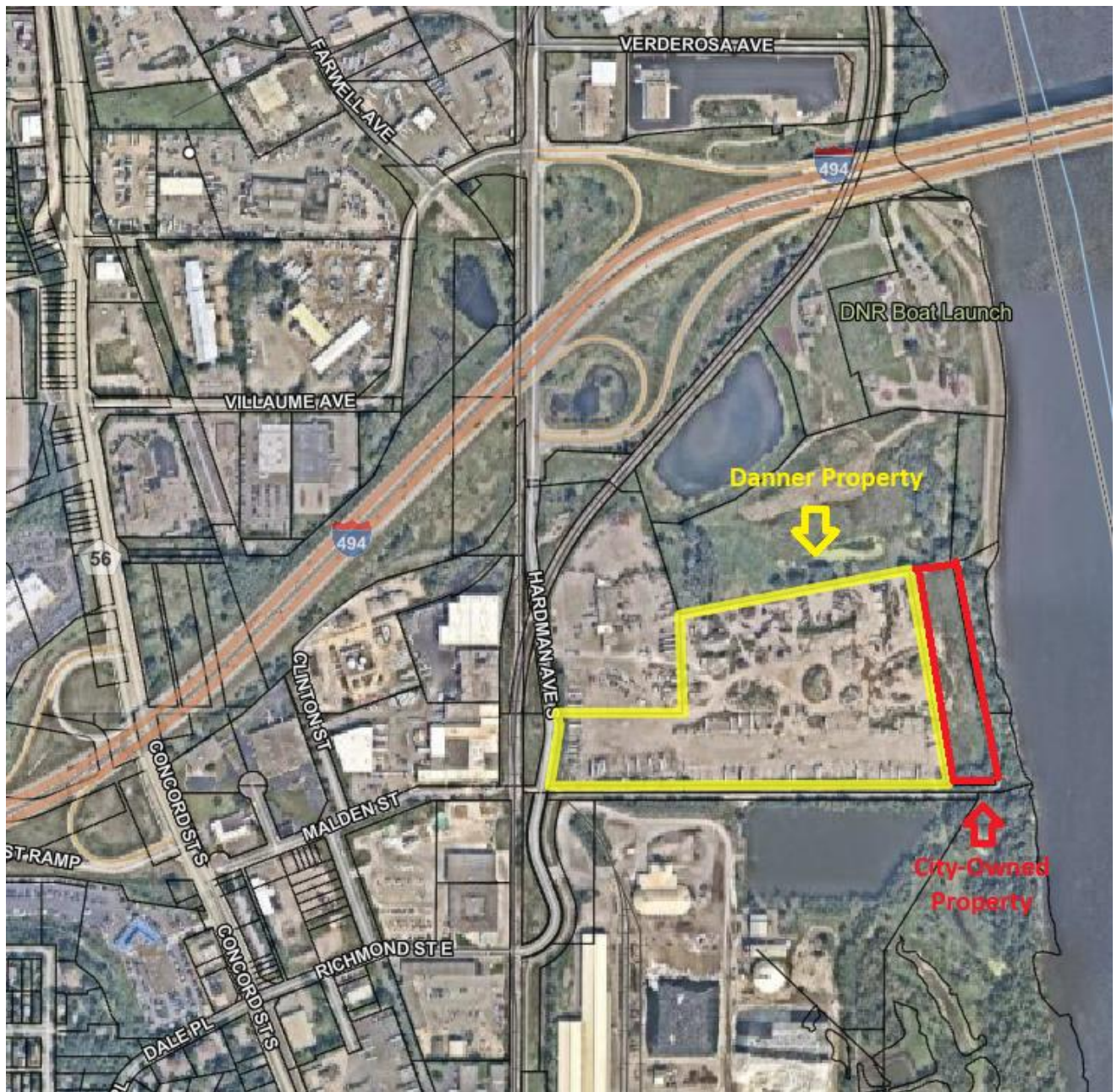
SOURCE OF FUNDS

AVR, LLC has paid the fee prescribed in the fee schedule to cover the cost of having the City Attorney prepare the encroachment agreement.

ATTACHMENTS

1. Site Location Map
2. Map Showing Proposed Encroachment
3. Proposed Utility Plan Showing Encroachment
4. Applicant's Request Letter
5. Proposed Encroachment Agreement

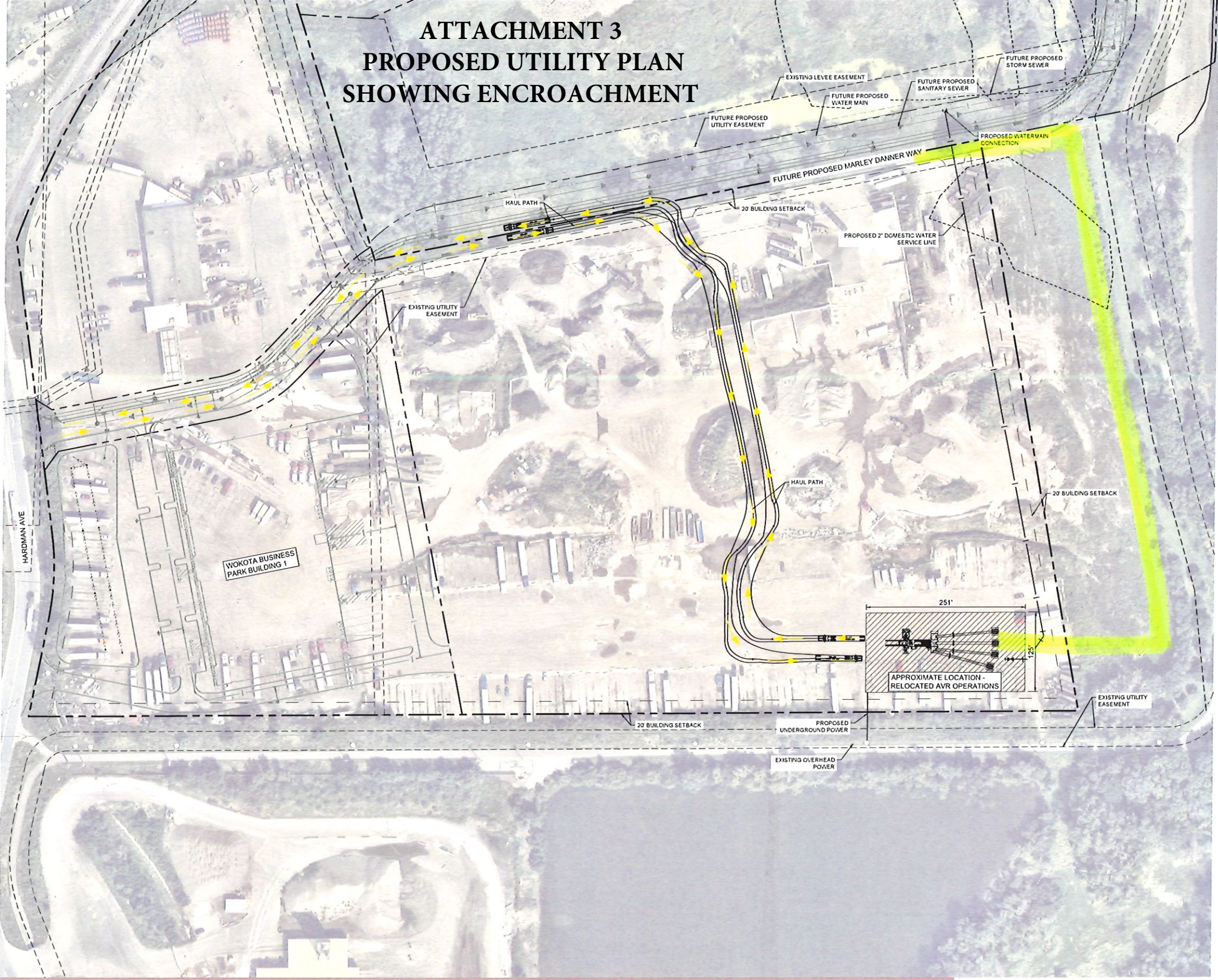
ATTACHMENT 1
SITE LOCATION MAP



ATTACHMENT 2

MAP SHOWING PROPOSED ENCROACHMENT

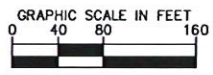




- LEGEND**
- PROPERTY LINE
 - EASEMENT LINE
 - FEMA FLOOD ZONE AE
 - WETLAND
 - BUILDING SETBACK LINE
 - PROPOSED WATER LINE



Know what's below.
Call before you dig.



AVR FACILITY RELOCATION | *Concept Site Plan*

SOUTH ST. PAUL, MINNESOTA

July 7, 2025

Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.



ATTACHMENT 4
APPLICANT'S REQUEST LETTER

AVR, INC.

Ready-Mixed Concrete

Minneapolis/St. Paul, Serving the Seven County Metro Area



City of South St. Paul
125 3rd Avenue North
South St. Paul, MN 55075

Subject: Request for Encroachment Agreement – AVR Facility Relocation at 843 Hardman Avenue South

Dear City Engineer / Public Works Director,

On behalf of AVR, LLC., I am writing to formally request an encroachment agreement with the City of South St. Paul related to the ongoing facility relocation project at 843 Hardman Avenue South.

As part of our site development and facility improvement plan, we have identified an area of minor encroachment into the city's right-of-way or easement. The proposed encroachment is necessary to accommodate a temporary water service that is critical to the operation and layout of the relocated facility. The referenced area is included in the attached document.

We are committed to ensuring that any encroachments will not interfere with public use, access, or city operations, and we are prepared to meet any terms or conditions the city deems necessary as part of this agreement.

Please let us know the required steps, documentation, or application materials we need to provide to move forward. We appreciate your cooperation and look forward to working closely with the city throughout this process.

Thank you for your consideration of this agreement.

Sincerely,

Joshua J. Edwards, P.E.
President – Aggregates & Engineering
AVR, LLC.
14698 Galaxie Avenue
Apple Valley, MN 55124

TEMPORARY ENCROACHMENT AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS ON OUTLOT A, WAKOTA ADDITION IN THE CITY OF SOUTH ST. PAUL

THIS AGREEMENT (“Agreement”) is made, entered into and effective this ____ day of _____, 2025, by and among the City of South St. Paul, a Minnesota municipal corporation, Danner Family Limited Partnership, a Minnesota limited partnership and AVR, LLC, a Minnesota limited liability company. Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

- 1.1 Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.
- 1.2 City.** “City” means the City of South St. Paul, a Minnesota municipal corporation.
- 1.3 City Improvements.** “City Improvements” means any improvements currently located in the City Property, or that may be installed, constructed or located in the City Property in the future.
- 1.4 City Property.** “City Property” means the following real property located in the City of South St. Paul, Dakota County, Minnesota:

Outlot A, Wakota Addition, Dakota County, Minnesota.

PID: 36-83200-00-010
Abstract Property

- 1.5 **Construction Plan.** “Construction Plan” means the construction plan relating to Landowner Improvements submitted by Landowner. The Construction Plan is on file with the City.
- 1.6 **Cost Differential.** “Cost Differential” means the difference between the Pre-Encroachment Costs and the Utility Costs in light of the existence of the Landowner Improvements. The City’s determination of the amount of the Cost Differential shall be binding on the Landowner. The City’s determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.
- 1.7 **Encroachment Property.** “Encroachment Property” means the portion of City Property that is occupied by Landowner Improvements.
- 1.8 **IUP.** “IUP” means that Interim Use Permit for a temporary concrete batch plant pursuant to City Resolution No. 2025-58, approved on May 19, 2025, or as amended by the City Council.
- 1.9 **Landowner.** “Landowner” means the Danner Family Limited Partnership, a Minnesota limited partnership.
- 1.10 **Landowner Improvements.** “Landowner Improvements” means the temporary utility line and related infrastructure that will be located within the Encroachment Property, as depicted in Exhibit A, attached hereto.
- 1.11 **Landowner’s Property.** “Landowner’s Property” means the following real property located in the City of South St. Paul, Dakota County, Minnesota:
- Lot 1, Block 1, Wakota Addition, Dakota County, Minnesota.
- PID: 36-83200-01-010
- Abstract Property*
- 1.12 **Pre-Encroachment Costs.** “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for Utility Costs if the Landowner Improvements did not exist.
- 1.13 **Tenant.** “Tenant” means AVR, LLC, a Minnesota limited liability company that is leasing the Landowner’s Property to operate the temporary concrete batch plant as approved in the IUP.
- 1.14 **Utility Costs.** “Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City Improvements located in the City Property and the placement of additional City Improvements in the City Property. Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs

of re-burying the City Improvements, re-compacting the soils over the City Improvements, restoring the City Property area, and all engineering and attorneys' fees incurred in connection therewith. Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Property, if such costs have not already been paid by the Landowner.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner's Property, which is benefited by an Interim Use Permit for a Temporary Concrete Batch Plant pursuant to City Resolution No. 2025-58 that requires a temporary water line for Tenant.

Recital No. 2. City owns the City Property.

Recital No. 3. The Encroachment Property is within the City Property.

Recital No. 4. Landowner desires to temporarily locate the Landowner Improvements in the Encroachment Property portion of the City Property.

Recital No. 5. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be temporarily placed within the City Property if the following conditions are met:

- (a) The Tenant maintains the Landowner Improvements.
- (b) The Landowner or Tenant agree to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of City Improvements and the placement of any additional City Improvements in the Encroachment Property and if not paid, to be assessed against Landowner's Property.
- (c) The Landowner or Tenant agrees to remove the Landowner Improvements upon termination of this Agreement pursuant to Section 3.9, or in the event the City has need to access the area temporarily where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the City Improvements or construct additional City Improvements in the Encroachment Property or upon termination of this Agreement.

Recital No. 6. In the event of termination due to Section 3.9 (b), the parties may enter into a new Temporary Encroachment Agreement for the Landowner Improvements to be placed in a mutually agreed upon location, if needed.

ARTICLE 3 **AGREEMENTS**

- 3.1 **Construction and Maintenance of Landowner Improvements.** Under the terms and conditions stated herein, Landowner, at its own cost, is hereby authorized by the City to allow the Landowner Improvements to be placed in the Encroachment Property as depicted on Exhibit A. The Landowner Improvements shall only be placed in the Encroachment Property locations specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan. Neither Landowner nor Tenant shall place any other structures, irrigation systems, buildings, additional fences, landscaping, trees or shrubs in the City Property or Encroachment Property, except for the Landowner Improvements. After construction, the Landowner or Tenant, at its own expense, shall maintain and repair the Landowner Improvements.
- 3.2 **City Not Responsible for Landowner Improvements.** Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.
- 3.3 **Continuing Right to City Property.** Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Property or Encroachment Property.
- 3.4 **Subordinate Position of Landowner Improvements.** The Landowner Improvements are subordinate to the rights of the City in the City Property and in the City Improvements.
- 3.5 **Risk of Loss.** Landowner and Tenant understand and agree that the Landowner Improvements within the City Property may be adversely affected by damage caused to Landowner Improvements arising out of the City's use of the City Property. The parties agree that the City is not responsible for such events; the City shall have no liability to Landowner or Tenant for such events. Landowner and Tenant assume the risk of installing the Landowner Improvements in an area where the City Improvements exist.
- 3.6 **Landowner to Bear Cost of Relocating Landowner Improvements.** The City is responsible for the installation, repair, maintenance of the City Improvements in the City Property. The City may require the Tenant at the expense of the Landowner or Tenant to remove replace the Landowner Improvements in the Encroachment Property in order for the City to gain access to the City Improvements for the purpose of installing, inspecting, repairing, maintaining, or replacing the City Improvements or constructing future City Improvements.

If the Tenant does not perform such tasks, the City may perform such tasks and in such case the Landowner or Tenant shall reimburse the City for the City's costs and

expenses. Prior to commencing such tasks, the City shall send a notice to the Landowner and Tenant and allow the Landowner and Tenant twenty (20) days from the date of the written notice to perform the tasks. If the Landowner or Tenant has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner and Tenant. The Landowner or Tenant must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day written notice to the Landowner and Tenant to perform its obligations under Sections 3.6, the City shall not be required to give such notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving notice to the Landowner or Tenant may perform the work and in such case the Landowner or Tenant shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner and Tenant. The Landowner or Tenant must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or installation, inspection, maintenance, repair or replacement of the City Improvements or relating to construction of new City Improvements in the future, then the Landowner or Tenant shall pay the Cost Differential to the City. The Landowner or Tenant must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Termination. Landowner and Tenant may (together) terminate this Agreement at any time by providing written notice to the City. This Agreement shall automatically terminate upon the expiration or termination of the IUP. The City may terminate this Agreement upon thirty (30) days' written notice:

- (a) That the City is constructing permanent improvements within the City Property or in the Encroachment Area and the Landowner Improvements will interfere with the City's use of City Property; or
- (b) That the City is constructing the extension of Verderosa Avenue that is adjacent to City Property and Landowner's Property;

- (c) That the Landowner or Tenant has defaulted on a term and condition of this Agreement and the default has not been remedied within ten (10) days after Landowner and Tenant have received a written notice of default.

In the event of termination, Landowner or Tenant shall have 30 days to remove Landowner Improvements from the Encroachment Property or the City shall perform the work and the City shall send notice of such costs pursuant to Section 3.6.

3.10 Recitals. All Recitals in Article 2 are incorporated herein and made a part of this Agreement.

3.11 Remedies. If the Landowner or Tenant fails to perform any of its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- (a) The City may specifically enforce this Agreement.
- (b) If Landowner or Tenant fails to make payments under Section 3.6, 3.7 or 3.8, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner's Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner's Property.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner or Tenant, the City, without notice and without hearing, may specially assess the Landowner's Property for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner's Property. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Landowner's Property.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such

right and power may be exercised from time to time and as often as may be deemed expedient.

3.12 Indemnification. The Landowner and Tenant shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

(a) The Landowner Improvements;

(b) Installation and maintenance of the Landowners Improvements;

(c) Failure by the Landowner or Tenant to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and

(d) Use of the Encroachment Property for Landowner Improvements.

3.13 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner or Tenant does not perform such obligations.

3.14 No Third-Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner's Property and shall be binding upon the heirs, successors, administrators and assigns of the parties. The obligations of the Landowner and Tenant contained in this Agreement are joint and several.

3.16 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 and 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.

- 3.17 **Governing Law.** This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.
- 3.18 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 3.19 **Headings.** The subject headings of the sections this Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY OF SOUTH ST. PAUL

James P. Francis, Mayor

Deanna Werner, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared James P. Francis and Deanna Werner, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Clerk of the City of South St. Paul, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed in behalf of said municipality by authority of its City Council and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
DANNER FAMILY LIMITED PARTNERSHIP**

Name: _____
Title: _____

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ of the Danner Family Limited Partnership, a Minnesota limited partnership, on behalf of said partnership.

Notary Public

**This Instrument Was Drafted By
And After Recording Return To:**
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

**TENANT
AVR, LLC**

Name: _____
Title: _____

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ of AVR, LLC, a Minnesota limited liability company, on behalf of said company.

Notary Public

[illegible]



CITY COUNCIL AGENDA REPORT

DATE: August 4, 2025
DEPARTMENT: Police
PREPARED BY: Brian Wicke
AGENDA ITEM NUMBER: 8.K.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Accept Letter of Resignation

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Accept Letter of Resignation

OVERVIEW

Attached you will find a letter from Police Officer Mitchell Nelson giving notice of his intent to resign from his position with the South St. Paul Police Department upon completion of his shift August 20th, 2025. Officer Nelson has accepted a position with the Metropolitan Airport Commission Police Department and is set to begin his employment with them later this same month.

Officer Nelson entered our organization as a Police Officer in 2013 after serving for both the Hubbard County Sheriff's Office and the Park Rapids Police Department. Through his tenure with the South St. Paul Police Department, Officer Nelson has served as an armorer, use of force instructor, Taser instructor, mobile field force team leader, and most recently as an investigator for the past eight years. During this same time period, Officer Nelson has been awarded a Military Service award, Special Service awards in 2017, 2021, and 2018, 2020, 2023, and a Meritorious Service award in 2017 when he safely disarmed a knife wielding individual who was trying to end his life by police assisted suicide.

Members of the Department wish Officer Nelson the best as he moves into the next chapter of his life and thank him for his dedicated service to the City of South St. Paul. A copy of his letter of resignation is attached.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Nelson Letter of Resignation

7/31/2025

Mitchell Nelson
South St Paul Police Department
125 3rd Ave N, South St Paul, MN 55075

Chief Brian Wicke
125 3rd Ave N, South St Paul, MN 55075

Dear Chief Wicke

Please accept this letter as formal notification that I am leaving my position with the South St Paul Police Department. I plan on my last day of work being on 8/20/2025 as I will start new employment on 8/25/2025.

Thank you for the opportunities you have provided me during my time with the department.



Mitchell Nelson
Detective
South St Paul Police Department



CITY COUNCIL AGENDA REPORT

DATE: August 4, 2025
DEPARTMENT: Police
PREPARED BY: Brian Wicke
AGENDA ITEM NUMBER: 8.L.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Conditional Employment Offer - Police Cadet(s)

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to appoint Timothy Nierby, Karly Schadt, and Katherine Kitchen as Police Cadets, effective on, or after, September 2nd, 2025.

OVERVIEW

As part of the 2025 Police Protection budget, with the inclusion of federal funding, the authorized staffing level for the police department is set at thirty-seven sworn officers. Staff have been working to identify qualified applicants as we are currently staffed at thirty-three officers, with one resignation pending and one conditional offer already extended.

In efforts to address a critical shortage in public safety staffing and expand the applicant pool, the State of Minnesota Office of Justice Programs, in conjunction with the Minnesota State Colleges and Universities system, has created an alternative pathway to Peace Officer licensure called the Intensive Comprehensive Peace Officer & Education Training Program (ICPOET).

Through this program, sponsoring public safety agencies identify and hire applicant(s) who possess a regionally accredited two-or four-year college degree in any field who are seeking a career transition. Upon hire, applicants complete an intensive comprehensive training program at Hennepin Technical College which equips them with the knowledge and skills to obtain Peace Officer licensure upon completion. After obtaining licensure, the applicants are transitioned to full-time peace officers for the employing agency. If applicants fail to obtain licensure, their employment ends.

During the June 2nd, 2025 regular meeting of the Civil Service Commission, a new classification of "Police Cadet" was created and staff were authorized to begin taking applications, with an eligible register established on August 4th, 2025. Top eligible candidates from this eligible register have been through preliminary background and are presented below in order of finish:

Timothy Nierby is a recent college graduate, holding a Bachelor's Degree in Criminology from the University of Wisconsin - River Falls.

Karly Schadt holds a Bachelor's Degree in Psychology from the University of Wisconsin -

Lacrosse, a Master's Degree in Forensic Psychology from the University of North Dakota, and is transitioning from private sector employment.

Katherine Kitchen holds a Bachelor's Degree in Real Estate and Property Management from the University of Wisconsin - Stout and is transitioning from private sector employment.

Police Department staff have reviewed the applications, testing materials, and preliminary background information for these applicants and recommend they be given conditional employment offers as Police Cadets, effective on or after September 2nd, 2025. contingent upon successful completion of a background investigation, physical examination, psychological evaluation, and acceptance into the ICPOET program at Hennepin Technical college.

SOURCE OF FUNDS

2025 Police Protection Budget

ATTACHMENTS

1. Timothy Nierby - Redacted
2. Karly Schadt - Redacted
3. Katherine Kitchen - Redacted

Timothy Neirby

Professional Summary

I am a recent college graduate with a wide variety of experience seeking to enter the criminal justice world. I have worked maintenance jobs and have a lot of mechanical knowledge in addition to sales/retail experience dealing with the public. While earning my degree in criminology I have been training in many facets such as motivational interviewing and critical thinking. Throughout the required courses for my business minor. I have developed a solid understanding of management and organizational behavior.

Education

Bachelor's degree in criminology, Minor in Business Administration

University of Wisconsin-River Falls - River Falls, WI August 2022 to May 2025

Qualified for the Dean's list for the 2023-2024 and 2024-2025 school year.

Awards: Faculty Recognition, Senior merit.

Associate degree in liberal arts & sciences.

South Central College - Faribault, MN September 2020 to May 2022

Skills: Motivational Interviewing, Microsoft office/related applications, function well under stress.

Work Experience

Seasonal Maintenance Worker, Rice County Highway Department-Faribault, MN May 2024 to Sept. 2024

- Assisted with bituminous patching/overlay of county roads
- Cleaned and maintained culverts, guardrails, and shoulders
- Was chosen to help county mechanics with large scale repairs on hundred-thousand-dollar equipment
- I was also selected to assist the Engineering department with paving after the normal end of the season.
- Gained baseline knowledge of road modeling and design

Building Materials Sales Associate, Menards-Dundas, MN Feb. 2022 to Aug. 2022

- Gained valuable customer service skills when dealing with a large volume of customers
- Rounded out personal construction skills while expanding construction knowledge
- Designed and sold six-figure projects on proprietary software

Nursery Worker, Nagels Sod and Nursery-Medford, MN, May 2020 to Aug. 2021

- Monitored and maintained hundreds of trees and plants
- Assisted with private landscaping/sod work
- Dealt with Sales in Cash and handwritten receipts

EMPLOYMENT APPLICATION



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

Neirby, Timothy A
25-00039 POLICE CADET

Received: 6/23/25 10:11 AM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience

☐ Training

☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE:

POLICE CADET

EXAM ID#:

25-00039

NAME: (Last, First, Middle)

Neirby, Timothy A

SOCIAL SECURITY NUMBER:

N/A

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

[REDACTED]

EMAIL ADDRESS:

[REDACTED]

HOME PHONE:

[REDACTED]

NOTIFICATION PREFERENCE:

Email

LEGAL RIGHT TO WORK IN THE UNITED STATES?

☒ Yes ☐ No

What is your highest level of education?

Bachelor's Degree

PREFERENCES

WHAT TYPE OF JOB ARE YOU LOOKING FOR?

Regular

TYPES OF WORK YOU WILL ACCEPT:

Full Time, Part Time

EDUCATION

DATES:

SCHOOL NAME:

Faribault High School

LOCATION: (City, State/Province)

Faribault, Minnesota

DID YOU GRADUATE?

☒ Yes ☐ No

DEGREE RECEIVED:

High School Diploma

DATES:

SCHOOL NAME:

South Central College

LOCATION: (City, State/Province)

Faribault, Minnesota

DID YOU GRADUATE?

☒ Yes ☐ No

DEGREE RECEIVED:

Associate's

MAJOR:

Liberal Arts (Generals)

DATES:

SCHOOL NAME:

University of Wisconsin-River Falls

LOCATION: (City, State/Province)

River Falls, Wisconsin

DID YOU GRADUATE?

☒ Yes ☐ No

DEGREE RECEIVED:

Bachelor's

MAJOR:

Major In Criminology and Minor in Business Administration

WORK EXPERIENCE

DATES:

From: 5/2024 To: 9/2024

EMPLOYER:

Rice County Highway Department

POSITION TITLE:

Temporary Maintenance Worker

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

610 20th Street Northwest, Faribault, Minnesota, 55021

PHONE NUMBER:

[REDACTED]

SUPERVISOR:

Doug Assink - Maintenance Supervisor

MAY WE CONTACT THIS EMPLOYER?

☒ Yes ☐ No

DUTIES:

Assisted full-time workers with many maintenance duties included but not limited to bituminous patching, crack filling, and culvert cleaning. Also helped mechanics with maintenance and replacement of major engine components in heavy equipment.

REASON FOR LEAVING:

Ran out of days as a temporary worker, though I was extended for a special project.

DATES:

From: 2/2022 To: 8/2022

EMPLOYER:

Menards

POSITION TITLE:

Sales Team Member

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

100 Schilling Drive, Dundas, Minnesota, 55019

PHONE NUMBER:

[REDACTED]

SUPERVISOR:

Jonah Remker - Manager, Building Materials Department

MAY WE CONTACT THIS EMPLOYER?

☒ Yes ☐ No

# OF EMPLOYEES SUPERVISED: 4		
DUTIES: Worked with Management teams to develop annual sales plans, goals, and targets Stocked large items such as doors, large lumber, etc. Designed and sold building, roofs, and other construction project which reached into the six figure range. Assisted with construction projects and provided solutions over the phone and in person. Worked with customers finding items and instructing on the utilization of sold items.		
REASON FOR LEAVING: Starting College and football in River Falls. Planned to return for the next summer but was unable to due to rupturing a disc in my back. Had 3 surgeries over the summer.		
DATES: From: 5/2020 To: 10/2021	EMPLOYER: Nagels Sod and Landscaping	POSITION TITLE: Nursery Attendant and Landscaper
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 6200 Frontage Rd W, Medford , Minnesota, 55049		
SUPERVISOR: Amy Volkman - Owner	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No	
# OF EMPLOYEES SUPERVISED: 2		
DUTIES: Loaded large amounts of sod, plants, and concrete statues. Educated customers on proper care and installation. Maintained the grounds and products. Handled Sales and Cash transactions. Filled in on large scale landscaping projects, mainly sod installation.		
REASON FOR LEAVING: Seasonal Work		

CERTIFICATES AND LICENSES

TYPE: Drivers License	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: Minnesota Department of Public Safety

Skills

OFFICE SKILLS: Typing: Data Entry:
OTHER SKILLS: Microsoft Office and Similar platforms - Intermediate - 6 years and 0 months Maintaining Composure in High Stress Scenarios - Intermediate - 0 years and 0 months Motivational Interviewing - Intermediate - 0 years and 4 months
LANGUAGE(S):

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Professional	NAME: Melissa Hayslip	POSITION:
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 420 E Cascade Ave, KFA 332, River Falls, Wisconsin 54022		
EMAIL ADDRESS: melissa.hayslip@uwrf.edu		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Personal	NAME: Lois Wakefield	POSITION: Corrections Security Case Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Faribault, Minnesota 55021		
EMAIL ADDRESS: Loiswakefield14@gmail.com		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Phil Galli	POSITION: Justice Support Services Director St Croix County
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: Phil.Galli@sccwi.gov		PHONE NUMBER: [REDACTED]

EMPLOYMENT APPLICATION



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

Schadt, Karly
 25-00039 POLICE CADET

Received: 6/30/25 7:40 PM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience

☐ Training

☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE:

POLICE CADET

EXAM ID#:

25-00039

NAME: (Last, First, Middle)

Schadt, Karly

SOCIAL SECURITY NUMBER:

N/A

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

[REDACTED]

EMAIL ADDRESS:

HOME PHONE:

[REDACTED]

NOTIFICATION PREFERENCE:

Email

LEGAL RIGHT TO WORK IN THE UNITED STATES?

☒ Yes ☐ No

What is your highest level of education?

Master's Degree

PREFERENCES

WHAT TYPE OF JOB ARE YOU LOOKING FOR?

Regular

TYPES OF WORK YOU WILL ACCEPT:

Full Time

EDUCATION

DATES:

SCHOOL NAME:

University of Wisconsin-La Crosse

LOCATION: (City, State/Province)

La Crosse, Wisconsin

DID YOU GRADUATE?

☒ Yes ☐ No

DEGREE RECEIVED:

Bachelor's

MAJOR:

Psychology

DATES:

SCHOOL NAME:

Coe College

LOCATION: (City, State/Province)

Cedar Rapids, Iowa

DID YOU GRADUATE?

☐ Yes ☒ No

DEGREE RECEIVED:

No Degree

MAJOR:

Psychology

DATES:

SCHOOL NAME:

Century College

LOCATION: (City, State/Province)

White Bear Lake, Minnesota

DID YOU GRADUATE?

☒ Yes ☐ No

DEGREE RECEIVED:

Other

MAJOR:

Intelligence and Crime Analysis Certificate

DATES:

SCHOOL NAME:

Century College

LOCATION: (City, State/Province)

White Bear Lake, Minnesota

DID YOU GRADUATE?

☒ Yes ☐ No

DEGREE RECEIVED:

Other

MAJOR:

Investigation Certificate

DATES:

SCHOOL NAME:

University of North Dakota

LOCATION: (City, State/Province)

Grand Forks, North Dakota

DID YOU GRADUATE?

☒ Yes ☐ No

DEGREE RECEIVED:

Master's

MAJOR:

Forensic Psychology

WORK EXPERIENCE

DATES:

From: 1/2020 To: Present

EMPLOYER:

Andersen Windows and Doors

POSITION TITLE:

Customer Experience Representative II

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

5909 Omaha Ave N, Oak Park Heights, Minnesota, 55082

COMPANY URL:

<https://www.andersenwindows.com/>

PHONE NUMBER: 800-426-4261	SUPERVISOR: Charles Rogers - Supervisor	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
DUTIES: -Communicated electronically and orally with customers daily in a professional and concise manner -Demonstrated strong problem-solving skills by effectively identifying root causes of customer issues and implementing solutions in a timely manner -Developed extensive product knowledge to effectively address customer questions and provide accurate information -Recognized as top performer within the department for consistently meeting or exceeding key performance indicators -Maintained detailed records of customer interactions, ensuring accurate documentation for future reference or follow-up actions		
REASON FOR LEAVING: Recently graduated with my Masters and am looking for a job in related field.		
DATES: From: 1/2024 To: 5/2024	EMPLOYER: United States Postal Inspection Service	POSITION TITLE: Federal Law Enforcement Student Intern
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 7360 Bush Lake Rd, Minneapolis, Minnesota, 55439		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Matt Hoffman - Postal Inspector	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
DUTIES: -Assisted on multiple search warrants by searching for and logging evidence -Categorized and photographed seized evidence in preparation for trial -Sent communications to victims of mail theft and fraud -Identified and organized pertinent information from large data sets to aid in investigations -Conducted various data entry projects to aid in investigations -Researched and presented career exploration project		
REASON FOR LEAVING: The internship was only meant to last for one semester.		
DATES: From: 7/2022 To: 10/2023	EMPLOYER: Pottsie's Place	POSITION TITLE: Bartender/Cook/Server
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 299 WI-35, Osceola, Wisconsin, 54020		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Shannon Potting - Owner/Manager	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
DUTIES: -Provided exceptional customer service by engaging with patrons, taking orders, and delivering -drinks and food in a timely manner -Maintained cleanliness and organization of the bar area, including restocking supplies and cleaning glassware -Managed cash transactions accurately, handling payments and providing change to customers -Managed the roles of bartender, cook, and server in a busy environment while maintaining a calm and amiable setting		
REASON FOR LEAVING: I moved away and the drive was too far.		
DATES: From: 1/2022 To: 5/2022	EMPLOYER: Roseville Police Department	POSITION TITLE: Crime Analyst Intern
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 2660 Civic Center Dr, Roseville, Minnesota, 55113		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Rachel Thrasher - Investigative Analyst	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
DUTIES: -Analyzed and quantified crime statistics -Aided in executing search warrants and logging evidence -Purged and organized the evidence room for more efficient use -Reviewed surveillance footage of crimes in order to identify suspects -Utilized various databases to identify suspects and obtain information on them -Rode along in patrol car to respond to various 911 calls		
REASON FOR LEAVING: The internship was only meant to last for one semester.		
DATES: From: 11/2017 To: 4/2018	EMPLOYER: New Horizons Shelter	POSITION TITLE: Digital Media Intern
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 1223 Main Street, La Crosse, Wisconsin, 54601		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Maddie Smith - Volunteer/Internship Coordinator	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
DUTIES: -Designed invite, booklet, RSVP card, and auction card for major fundraising event using Adobe Illustrator -Utilized Microsoft Office Suite to catalog information and communicate with team -Displayed efficient time management skills by completing tasks by their deadlines -Exhibited organizational skills and attention to detail in clerical tasks		
REASON FOR LEAVING: My project was complete.		

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

OFFICE SKILLS: Typing: 70 Data Entry: 21000
OTHER SKILLS:
LANGUAGE(S): English - ☐ Speak ☐ Read ☐ Write

ADDITIONAL INFORMATION
Nothing Entered For This Section

REFERENCES		
REFERENCE TYPE: Professional	NAME: Rachel Thrasher	POSITION: Litigation Support Specialist
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: rachel.thrasher@usdoj.gov		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Brielle Bernardy	POSITION: Compliance Analyst
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: briellesbernardy@gmail.com		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Dale Hager	POSITION: White Bear Lake Police Captain
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: dale.hager@century.edu		PHONE NUMBER: [REDACTED]

Katie Kilchen

06/21/2025

City of South St. Paul – Police Department

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

Dear Hiring Committee,

I am willing to express my strong interest in the Police Officer position with the City of South St. Paul. As a U.S. citizen holding an Associates Degree degree in Real Estate and Property Management from The University of Wisconsin Stout, I am eager to bring my strong sense of civic duty, interpersonal skills, and commitment to public service to your department.

Though I do not have prior law enforcement experience, my academic background and professional demeanor equip me with the critical thinking, communication, and ethical decision-making skills necessary to excel in a community-focused policing environment. I am particularly drawn to the South St. Paul Police Department's commitment to professional development and its investment in preparing new officers for meaningful, long-term service. As someone who grew up in South St. Paul, this opportunity holds deep personal meaning. Though my journey has taken me beyond the community, my commitment to giving back and protecting the place I've always called home remains strong.

Although I do not have a background in law enforcement, I have been preparing for this opportunity through disciplined training and a strong commitment to public service. My experience in Muay Thai and maintaining a high level of physical fitness have built the mental and physical resilience necessary for a successful career in policing. My background in property management has also instilled in me a strong sense of responsibility for community safety and security. In that role, I've often served as a point of contact during high-stress situations, resolving conflicts and ensuring the well-being of residents. These experiences have prepared me to transition smoothly into the responsibilities of a police officer. Serving the community with trust, respect, and compassion.

I meet all the outlined qualifications, including a valid Minnesota driver's license, and I have a clean record with no criminal convictions within the past five years. I have not completed a MN Skills program or taken the MN POST or reciprocity exam, aligning with your requirements. I fully understand and support the two-year post-training commitment to the City, and I view it as a valuable opportunity to grow and make a positive impact in the community.

I am enthusiastic about the possibility of joining your team and contributing to the City's safety, trust, and well-being. Thank you for considering my application. I welcome the opportunity to discuss how I can contribute to the South St. Paul Police Department.

Thank you,

Katie Kilchen

Professional Summary

Goal-oriented administrative and customer service professional with extensive experience in multifamily housing management and financial administration. Well knowledgeable in fair housing laws, team management, financial reports, and property budgeting. Skilled in Microsoft Excel, Outlook, PowerPoint, and Yardi Voyager.

Skills

Customer Service & Client Relations	Microsoft Excel & Yardi Voyager
Monthly & Financial Reporting	Multifamily Housing Laws (Local & State)
Payment Plan Coordination & Collection	Financial Analysis & Budget Management
Financial Statement Preparation	Facilities & Team Management

Work History

Resident Account Specialist

Weidner Apartment Homes,

November 2024 - Current

Minneapolis, MN

- Manage financial billing for a portfolio of 2,112 residential units, including move-out billing and monthly charge postings.
- Coordinate payment plans with residents, ensuring prompt and efficient customer service.
- Prepare and deliver accurate monthly and mid-monthly financial reports.
- Provide training and collaborate with on-site staff on Notice to Vacate and Move-Out policies and procedures.
- Submit the Certificate of Rent Paid (CRP) for 15 properties, ensuring timely compliance with state regulations

Assistant Community Director

Weidner Apartment Homes,

May 2023 - November 2024

Minneapolis, MN

- Negotiated lease renewals and implemented strategies for resident retention through proactive communication.
- Conducted audits and provided additional training and support to ensure property compliance.
- Assisted in managing a team of seven, focusing on property goals and ensuring consistent adherence to policies.
- Worked closely with maintenance to ensure accurate move-out scheduling and efficient turnover of properties.

Manager in Training

Weidner Apartment Homes

Aug 2022 - Jul 2023

Gilbert, AZ

- Assisted with managing the property's financial budget, including generating monthly financial reports and overseeing invoicing.
- Led a team of six to achieve property goals and ensure the site met company standards.
- Managed monthly report generation and executed financial processes, ensuring all budgets were adhered to.

Education

Bachelor of Science: Real Estate And Property Management

University of Wisconsin - Stout

05/2022

Menomonie, WI

Capstone Project: Focused on IREM CPM and ARM certifications.

In progress toward obtaining CPM and ARM certifications.

Leadership: Alpha Phi International Women's Fraternity

Vice President of Membership Recruitment, Alpha Phi International Women's Fraternity and Director of Continuous Open Bidding,

EMPLOYMENT APPLICATION



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

Kitchen, Katharine M
25-00039 POLICE CADET

Received: 6/21/25 11:50 AM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience

☐ Training

☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE:

POLICE CADET

EXAM ID#:

25-00039

NAME: (Last, First, Middle)

Kitchen, Katharine M

SOCIAL SECURITY NUMBER:

N/A

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

██████████

EMAIL ADDRESS:

16katiek@gmail.com

HOME PHONE:

██████████

NOTIFICATION PREFERENCE:

Email

LEGAL RIGHT TO WORK IN THE UNITED STATES?

☒ Yes ☐ No

What is your highest level of education?

Associate's Degree

PREFERENCES

WHAT TYPE OF JOB ARE YOU LOOKING FOR?

Regular

TYPES OF WORK YOU WILL ACCEPT:

Full Time

EDUCATION

DATES:

LOCATION:(City, State/Province)
Menomonie, Wisconsin

SCHOOL NAME:

University of Wisconsin, Stout

DID YOU GRADUATE?

☒ Yes ☐ No

DEGREE RECEIVED:

Associate's

MAJOR:

Real Estate and Property Management

DATES:

LOCATION:(City, State/Province)
South Saint Paul, Minnesota

SCHOOL NAME:

South Saint Paul Secondary

DID YOU GRADUATE?

☒ Yes ☐ No

DEGREE RECEIVED:

High School Diploma

WORK EXPERIENCE

DATES:

From: 11/2024 To: Present

EMPLOYER:

Weidner
Apartment
Homes

POSITION TITLE:

Resident Account Specialist

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

2922 Aldrich Ave S,
Minneapolis, Minnesota, 55408

COMPANY URL:

<https://www.weidner.com/>

PHONE

NUMBER:
425-823-0906

SUPERVISOR:

Jennifer
Hollrith -
Resident
Account
Manager

MAY WE CONTACT THIS EMPLOYER?

☒ Yes ☐ No

DUTIES:

Manage financial billing for a portfolio of 2,112 residential units, including move-out billing and monthly charge postings. Coordinate payment plans with residents, ensuring prompt and efficient customer service. Prepare and deliver accurate monthly and mid-monthly financial reports. Provide training and collaborate with on-site staff on Minnesota Statutes 504B.182 and 504B.178. Submit the Certificate of Rent Paid (CRP) for 15 properties, ensuring timely compliance with state regulations.

REASON FOR LEAVING:

I'm currently working at Weidner Apartment Homes, but I'm feeling pretty disengaged in my role. My job mainly involves paperwork and collections, which isn't the issue, it's more about the isolation. Being stuck in a backroom with zero interaction with the company or my colleagues is making me feel unfulfilled and unhappy.

DATES: From: 5/2023 To: 11/2024	EMPLOYER: Weidner Apartment Homes	POSITION TITLE: Assistant Community Director
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 1477 West Lake Street, Minneapolis, Minnesota, 55408		COMPANY URL: https://www.daymarkuptown.com/
PHONE NUMBER: [REDACTED]	SUPERVISOR: Amy Peterson - Community Director	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No

DUTIES:

Negotiated lease renewals and implemented strategies for resident retention through proactive communication. Conducted audits and provided additional training and support to ensure property compliance. Assisted in managing a team of seven, focusing on property goals and ensuring consistent adherence to policies. Worked closely with maintenance to ensure accurate move-out scheduling and efficient turnover of properties.

REASON FOR LEAVING:

Promotion to Resident Account Specialist.

DATES: From: 8/2022 To: 7/2024	EMPLOYER: Manager In Training	POSITION TITLE: Manager In Training
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 2500 S Santan Village Parkway, Gilbert, Arizona, 85295		COMPANY URL: https://arizona.weidner.com/apartments/az/gilbert/the-flats-at-santan/?rcstddid=Mg%3D%3D-YRjTEizZPgM%3D
PHONE NUMBER: [REDACTED]	SUPERVISOR: Natasha Zeigler - Community Director	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No

DUTIES:

Assisted with managing the property's financial budget, including generating monthly financial reports and overseeing invoicing. Led a team of six to achieve property goals and ensure the site met company standards. Managed monthly report generation and executed financial processes, ensuring all budgets were adhered to.

REASON FOR LEAVING:

One year-long Manager In Training program. Promoted to Assistant Community Director before the program ended.

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills**OFFICE SKILLS:**

Typing: 50
Data Entry: 0

OTHER SKILLS:**LANGUAGE(S):****ADDITIONAL INFORMATION**

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Professional	NAME: Natasha Zeigler	POSITION: Regional Trainer, Previous Mentor
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: nzeigler@weidner.com		PHONE NUMBER: [REDACTED]



CITY COUNCIL AGENDA REPORT

DATE: August 4, 2025
DEPARTMENT: City Administrator
PREPARED BY: Ryan Garcia, Kori Land
AGENDA ITEM NUMBER: 11.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Agreement for Public Works Facility Design Phase Services with Hagen Christensen & McIlwain Architects

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to Approve Agreement for Architectural Services with Hagen Christensen & McIlwain Architects.

OVERVIEW

In late-June 2022, the City Council directed staff to complete a [Master Plan for key City Buildings and Facilities](#) as a part of their Action Strategy to implement the 2023 Council Goals. Throughout 2023 and early 2024, the Study Team – including Kraus Anderson Construction Company in a primary planning and estimating role - collaborated with City departments to define immediate and long-term space needs, evaluate the condition, resiliency, and functionality of current City Facilities, and prepare recommendations for future facility and building investments (and in some cases, divestments). The Study concluded that the City should place a high priority on the replacement of the public works operations currently housed at 400 Richmond Street with a new facility.

On November 4, 2024, [Council authorized the retention of Kraus Anderson Construction Company \(KA\) as a Construction Management Advisor](#) (CMa) in order to help manage the preliminary design, design, and construction phases of this important project. As part of KA's scope of work, they facilitated a pre-design process with the Council and Staff to arrive at a general project scope and budget with an eye towards reducing the Master Plan's \$32,000,000 price tag for the project. The pre-design effort concluded with a presentation at the [City Council's May 27, 2025 Worksession](#) where Council reviewed [pre-design alternatives](#) and directed KA and Staff to proceed with solicitation for design of the project with a "better-best" scope target.

A formal Request for Proposals for design services was issued on June 6, 2025, and four proposals were received: Wold Architects, Oertel Architects, Kodet Architecture, and Hagen Christensen and & McIlwain Architects (HCM). Public Works Director Steenberg, City Engineer Gelhar, and City Administrator Garcia, along with our CMa Kraus-Anderson, reviewed all proposals and interviewed the top three firms (Wold, Oertel, and HCM) on July 15, 2025.

Staff and KA agreed that all three firms presented a deep understanding of the project, and brought excellent experience, credentials, and recommendations from previous clients to the project. Ultimately, HCM's proposal to integrate a firm principal as a primary core team member, along with the uniquely qualified subconsultant team they proposed for the project, led the interview panel to conclude that HCM was the best fit for the project.

Staff recommends approving the Agreement as presented. It is anticipated that if awarded, schematic design will begin within a week. The anticipated schedule proposes design to continue through the early 2nd Quarter of 2026, with a formal Bid Solicitation in early 2026 and Construction to begin by 3rd Quarter 2026.

SOURCE OF FUNDS

Capital Programs Fund

ATTACHMENTS

1. Public Works Facility - Architect Agreement
2. Resolution 2025-87

AIA[®] Document B132[™] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of South St. Paul

1. 125 Third Avenue North
2. South St. Paul, MN 55075

and the Architect:
(Name, legal status, address, and other information)

Hagen Christensen & McIlwain Architects
4201 Cedar Avenue South
Minneapolis, MN 55407

for the following Project:
(Name, location, and detailed description)

Public Works Facility

The Construction Manager:
(Name, legal status, address, and other information)

Kraus-Anderson Construction Company
501 South 8th Street
Minneapolis, MN 55404

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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- 2 ARCHITECT'S RESPONSIBILITIES
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- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Review of existing programming and predesign documents from 2019 and 2024 studies.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Approximately 65,000sf to 77,000 sf single story facility on 3.5 acres.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$19,400,000 - \$22,736,000 plus FFE and Soft Costs. Budget to be finalized at end of DD.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Programming and Predesign August – September 2025

Schematic Design – October -November 2025

Init.

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User Notes:

(3B9ADA39)

Design Development December 2025 – January 2026
Construction Documents February – March 2026

.2 Construction commencement date:

Fall 2026

.3 Substantial Completion date or dates:

Fall 2027

(Paragraph Deleted)

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

CMaA

(Paragraphs Deleted)

(Paragraphs Deleted)

(Paragraphs Deleted)

(Paragraphs Deleted)

Init.

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User Notes:

(3B9ADA39)

§ 1.1.10 The Owner shall retain the following consultants and Contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

Kraus Anderson Construction

.2 Land Surveyor:

TBD

.3 Geotechnical Engineer:

TBD

(Paragraph Deleted)

(Paragraphs Deleted)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

Matthew D Lysne, AIA

Hagen Christensen & McIlwain Architects
4201 Cedar Avenue South
Minneapolis, MN 55407

612-904-1332

lysne@hcmarchitects.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

Init.

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User Notes:

(3B9ADA39)

(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Civil Engineering and Landscape Architecture

WSB

701 Xenia Ave S UNIT 300

Minneapolis, MN 55416

.2 Structural Engineer:

MBJ Engineering

801 Nicollet Mall Suite W2000

Minneapolis, MN 55402

.3 Mechanical and Electrical Engineer:

Emanuelson Podas, Inc

7705 Bush Lake Rd

Edina, MN 55439

.4 Specialty Vapor Mitigation Engineer:

Braun Intertec

11001 Hampshire Ave S Minneapolis, MN 55438

(Paragraph Deleted)

§ 1.1.13 Other Initial Information on which the Agreement is based:

HCM Architects Design Team Proposal dated July 1, 2025

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term “Contractors” refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term “Contractors” is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner’s own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers’ Compensation at statutory limits.

§ 2.6.5 Employers’ Liability with policy limits not less than One Million Dollars (\$ 1,000,000 each accident, One Million Dollars (\$ 1,000,000 each employee, and One Million Dollars (\$ 1,000,000 policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000 per claim and Five Million Dollars (\$ 5,000,000 in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as

an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Contractors;
- .3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and
- .4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1** Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2** Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and

completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

§ 4.1.1.1 Assistance with selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple preliminary designs	Architect
§ 4.1.1.4 Measured drawings	NA – Survey by Owner
§ 4.1.1.5 Existing facilities surveys	NA
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Architect
§ 4.1.1.9 Civil engineering	WSB
§ 4.1.1.10 Landscape design	WSB
§ 4.1.1.11 Architectural interior design	Isola
§ 4.1.1.12 Value analysis	Team
§ 4.1.1.13 Cost estimating	KA
§ 4.1.1.14 On-site project representation	Team
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	KA
§ 4.1.1.19 Facility support services	Owner
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.22 Telecommunications/data design	Owner

§ 4.1.1.23 Security evaluation and planning	Owner
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect / Isola
§ 4.1.1.28 Other services provided by specialty Consultants	Vapor Mitigation Design - Braun
Supplemental Services	Responsibility (Architect, Owner or Not Provided)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Services identified in 4.1.1 per HCM Proposal

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Owner provided services as outlined in RFP.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 As needed through fall 2027 visits to the site by the Architect during construction
- .3 As needed through fall 2027 inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 As needed through fall 2027 inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed by November 01, 2027 through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license

granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

(Paragraph Deleted)

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of this Agreement and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

(Paragraph Deleted)

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to bringing an action in a court of competent jurisdiction in the State of Minnesota. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or through litigation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration

☒ [X] Litigation in a court of competent jurisdiction

Other: (Specify)

Init.

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses incurred.

§ 9.7

(Paragraphs Deleted)

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum through end of Schematic Design Phase
(Insert amount)

Programming and Concept Design: \$51,056.00
Schematic Design: \$103,378.00

- .2 Percentage Basis – Architect's Fee is 6.0%. Once the Design-Development Documents are completed, this fee will be amended and locked into a lump sum by multiplying 6.0% by the estimated Cost of Work for construction. The below billing percentages will be billed for the Architect's Fee after each phase per the time-line in Section 1.1.4.
(Insert percentage value)

Design Development: 25%
Construction Documents: 45%
Bidding: 2%
Construction Phase Administration: 27%

Close-Out: 1%

.3 Other

FF&E Design / Coordination - \$24,500.00. To be provided at Owner's Request

Estimated reimbursable expenses (anticipated at \$14,500.00) billed at 1.0 times cost (no mark up)

(Paragraphs Deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

As negotiated based on task needed, hourly rates and scope of services remaining.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect billed at 1.0 times (no mark up).

(Paragraph Deleted)

§

(Table Deleted)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are

(Paragraph Deleted)

(Table Deleted)

Init.

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available upon request.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants for expenses incurred, no mark up.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

NA

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Applicable Federal bench-mark interest rate plus 2%.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in

the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

NA

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

.2

(Paragraph Deleted)

(Paragraph Deleted)

(Paragraphs Deleted)

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

City of South St Paul RFP and Addendum
HCM Architects Proposal and Attachment B Fee Summary

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Matthew D. Lysne, AIA, Principal, MN 44878

(Printed name, title, and license number, if applicable)

Additions and Deletions Report for

AIA[®] Document B132[™] – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

City of South St. Paul

1. 125 Third Avenue North
2. South St. Paul, MN 55075

...

Hagen Christensen & McILwain Architects
4201 Cedar Avenue South
Minneapolis, MN 55407

...

Public Works Facility

...

Kraus-Anderson Construction Company
501 South 8th Street
Minneapolis, MN 55404

PAGE 2

Review of existing programming and predesign documents from 2019 and 2024 studies.

...

Approximately 65,000sf to 77,000 sf single story facility on 3.5 acres.

...

\$19,400,000 - \$22,736,000 plus FFE and Soft Costs. Budget to be finalized at end of DD.

...

Programing and Predesign August – September 2025

...

Schematic Design – October -November 2025

PAGE 3

Design Development December 2025 – January 2026

...

Construction Documents February – March 2026

...

Fall 2026

...

Fall 2027

...

.4 — Other milestone dates:

...

CMaA

...

§ 1.1.6 ~~The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:~~

...

(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

...

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

...

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

...

~~§ 1.1.7.1~~ If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

~~§ 1.1.8~~ The Owner identifies the following representative in accordance with Section 5.4:

...

(List name, address, and other contact information.)

...

~~§ 1.1.9~~ The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

...

(List name, address, and other contact information.)

PAGE 4

Kraus Anderson Construction

...

TBD

...

TBD

...

~~4~~ Civil Engineer:

...

~~5~~ Other consultants and Contractors:

...

(List any other consultants and Contractors retained by the Owner.)

...

Matthew D Lysne, AIA

...

Hagen Christensen & McIlwain Architects
4201 Cedar Avenue South
Minneapolis, MN 55407

612-904-1332

lysne@hcmarchitects.com

PAGE 5

.1 Civil Engineering and Landscape Architecture

...

WSB

...

701 Xenia Ave S UNIT 300

...

Minneapolis, MN 55416

...

.2 Structural Engineer:

...

MBJ Engineering

...

801 Nicollet Mall Suite W2000

...

Minneapolis, MN 55402

...

.2—Mechanical .3 Mechanical and Electrical Engineer:

...

Emanuelson Podas, Inc

...

7705 Bush Lake Rd

...

Edina, MN 55439

...

~~3 Electrical~~ 4 Specialty Vapor Mitigation Engineer:

...

Braun Intertec

...

11001 Hampshire Ave S Minneapolis, MN 55438

...

~~§ 1.1.12.2 Consultants retained under Supplemental Services:~~

...

HCM Architects Design Team Proposal dated July 1, 2025

PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

...

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$) One Million Dollars (\$ 1,000,000~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than ~~(\$) each accident, (\$) each employee, and (\$) One Million Dollars (\$ 1,000,000 each accident, One Million Dollars (\$ 1,000,000 each employee, and One Million Dollars (\$ 1,000,000~~ policy limit.

...

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$) per claim and (\$) Five Million Dollars (\$ 5,000,000 per claim and Five Million Dollars (\$ 5,000,000~~ in the aggregate.

PAGE 14

§ 4.1.1.1 Assistance with selection of Construction Manager
--

Owner

<u>§ 4.1.1.2 Programming</u>	<u>Architect</u>
<u>§ 4.1.1.3 Multiple preliminary designs</u>	<u>Architect</u>
<u>§ 4.1.1.4 Measured drawings</u>	<u>NA – Survey by Owner</u>
<u>§ 4.1.1.5 Existing facilities surveys</u>	<u>NA</u>
<u>§ 4.1.1.6 Site evaluation and planning</u>	<u>Architect</u>
<u>§ 4.1.1.7 Building Information Model management responsibilities</u>	<u>Architect</u>
<u>§ 4.1.1.8 Development of Building Information Models for post construction use</u>	<u>Architect</u>
<u>§ 4.1.1.9 Civil engineering</u>	<u>WSB</u>
<u>§ 4.1.1.10 Landscape design</u>	<u>WSB</u>
<u>§ 4.1.1.11 Architectural interior design</u>	<u>Isola</u>
<u>§ 4.1.1.12 Value analysis</u>	<u>Team</u>
<u>§ 4.1.1.13 Cost estimating</u>	<u>KA</u>
<u>§ 4.1.1.14 On-site project representation</u>	<u>Team</u>
<u>§ 4.1.1.15 Conformed documents for construction</u>	<u>Architect</u>
<u>§ 4.1.1.16 As-designed record drawings</u>	<u>Architect</u>
<u>§ 4.1.1.17 As-constructed record drawings</u>	<u>KA</u>
<u>§ 4.1.1.19 Facility support services</u>	<u>Owner</u>
<u>§ 4.1.1.21 Architect’s coordination of the Owner’s consultants</u>	<u>Architect</u>
<u>§ 4.1.1.22 Telecommunications/data design</u>	<u>Owner</u>
<u>§ 4.1.1.23 Security evaluation and planning</u>	<u>Owner</u>
<u>§ 4.1.1.24 Commissioning</u>	<u>Owner</u>
<u>§ 4.1.1.27 Furniture, furnishings, and equipment design</u>	<u>Architect / Isola</u>
<u>§ 4.1.1.28 Other services provided by specialty Consultants</u>	<u>Vapor Mitigation Design - Braun</u>
<u>Supplemental Services</u>	<u>Responsibility</u> <i>(Architect, Owner or Not Provided)</i>

<u>Supplemental Services</u>	<u>Responsibility</u> <i>(Architect, Owner or Not Provided)</i>
<u>§ 4.1.1.1 Assistance with selection of Construction Manager</u>	
<u>§ 4.1.1.2 Programming</u>	
<u>§ 4.1.1.3 Multiple preliminary designs</u>	
<u>§ 4.1.1.4 Measured drawings</u>	
<u>§ 4.1.1.5 Existing facilities surveys</u>	
<u>§ 4.1.1.6 Site evaluation and planning</u>	
<u>§ 4.1.1.7 Building Information Model management responsibilities</u>	
<u>§ 4.1.1.8 Development of Building Information Models for post construction use</u>	
<u>§ 4.1.1.9 Civil engineering</u>	
<u>§ 4.1.1.10 Landscape design</u>	

§ 4.1.1.11 Architectural interior design	
§ 4.1.1.12 Value analysis	
§ 4.1.1.13 Cost estimating	
§ 4.1.1.14 On-site project representation	
§ 4.1.1.15 Conformed documents for construction	
§ 4.1.1.16 As-designed record drawings	
§ 4.1.1.17 As-constructed record drawings	
§ 4.1.1.18 Post-occupancy evaluation	
§ 4.1.1.19 Facility support services	
§ 4.1.1.20 Tenant-related services	
§ 4.1.1.21 Architect's coordination of the Owner's consultants	
§ 4.1.1.22 Telecommunications/data design	
§ 4.1.1.23 Security evaluation and planning	
§ 4.1.1.24 Commissioning	
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26 Historic preservation	
§ 4.1.1.27 Furniture, furnishings, and equipment design	
§ 4.1.1.28 Other services provided by specialty Consultants	
§ 4.1.1.29 Other Supplemental Services	

...

Services identified in 4.1.1 per HCM Proposal

...

Owner provided services as outlined in RFP.

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors

...

- .2 ~~(-) As needed through fall 2027~~ visits to the site by the Architect during construction

...

- .3 ~~(-) As needed through fall 2027~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

- .4 ~~(-) As needed through fall 2027~~ inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed ~~within () months of the date of this Agreement, by November 01, 2027~~ through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 8.1 General

...

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the ~~binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~law.

...

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document ~~A232-2019, A232-2019,~~ General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

...

§ 8.1.3 The Architect shall indemnify and hold the Owner and the ~~Owner's~~Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable ~~attorneys' attorneys'~~ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The ~~Architect's Architect's~~ obligation to indemnify and hold the Owner and the ~~Owner's Owner's~~ officers and employees harmless does not include a duty to defend. The ~~Architect's Architect's~~ duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

...

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's ~~termination of this Agreement, except as specifically provided in Section 9.7.~~party's termination of this Agreement.

...

§ 8.2 Mediation

...

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to ~~binding dispute resolution, bringing an action in a court of competent jurisdiction in the State of Minnesota.~~ If such matter relates to or is the subject of a lien arising out of the Architect's

Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution through litigation.

...

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. ~~The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

...

§ 8.2.3 The parties shall share the ~~mediator's~~ mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

...

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

...

☐ ~~Arbitration pursuant to Section 8.3 of this Agreement~~ Arbitration

...

☒ Litigation in a court of competent jurisdiction

...

☐ Other: (Specify)

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§ 8.3 Arbitration

...

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

...

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

...

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

...

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

...

§ 8.3.4 Consolidation or Joinder

...

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

...

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

...

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

...

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

...

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be

considered substantial nonperformance and cause for termination or, at the Architect's ~~Architect's~~ option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven ~~days'~~ days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the ~~Architect's services. The Architect's~~ Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

...

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the ~~Architect's services. The Architect's~~ Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

...

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven ~~days' written notice. days'~~ written notice.

...

§ 9.4 Either party may terminate this Agreement upon not less than seven ~~days'~~ days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

...

§ 9.5 The Owner may terminate this Agreement upon not less than seven ~~days'~~ days' written notice to the Architect for the ~~Owner's~~ Owner's convenience and without cause.

...

§ 9.6 If the Owner ~~terminates~~ terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, ~~Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~ termination and Reimbursable Expenses incurred.

...

§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~

...

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

...

~~.1 Termination Fee:~~

...

~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

...

~~§ 9.8~~ Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

...

~~§ 9.9~~ The Owner's 9.8 The Owner's rights to use the Architect's Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.7.

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.1 Stipulated Sum through end of Schematic Design Phase

...

Programming and Concept Design: \$51,056.00

...

Schematic Design: \$103,378.00

...

.2 Percentage Basis – Architect's Fee is 6.0%. Once the Design-Development Documents are completed, this fee will be amended and locked into a lump sum by multiplying 6.0% by the estimated Cost of Work for construction. The below billing percentages will be billed for the Architect's Fee after each phase per the time-line in Section 1.1.4.

...

~~(-) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~
Design Development: 25%

...

Construction Documents: 45%

...

Bidding: 2%

...

Construction Phase Administration: 27%

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Close-Out: 1%

...

(Describe the method of compensation) FF&E Design / Coordination - \$24,500.00. To be provided at Owner's Request

...

Estimated reimbursable expenses (anticipated at \$14,500.00) billed at 1.0 times cost (no mark up)

...

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

...

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

...

As negotiated based on task needed, hourly rates and scope of services remaining.

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect ~~plus percent (%)~~, or as follows: billed at 1.0 times (no mark up).

...

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

...

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

...

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)

Procurement Phase	percent (	%)
Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

...

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

...

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

...

Employee or Category	Rate (\$0.00)
----------------------	---------------

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available upon request.

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred for expenses incurred, no mark up.

...

NA

...

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

%-

...

Applicable Federal bench-mark interest rate plus 2%.

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NA

...

~~.2 Building Information Modeling Exhibit, if completed:~~

...

~~.3 Exhibits:~~

...

(Check the appropriate box for any exhibits incorporated into this Agreement.)

...

☐ — AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as

...

Adviser Edition, dated as indicated below:

...

(Insert the date of the E235-2019 incorporated into this Agreement.)

...

☐ — Other Exhibits incorporated into this Agreement:

...

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

...

City of South St Paul RFP and Addendum

...

HCM Architects Proposal and Attachment B Fee Summary

...



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:07:01 ET on 08/01/2025 under Order No. 4104250509 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ - 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

RESOLUTION NO. 2025-87

**AUTHORIZING AN AGREEMENT WITH HCM ARCHITECTS FOR
ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REPLACEMENT
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 City of South St. Paul conducted a public Request for Proposals process to solicit the interest in providing design services for the construction of a facility to replace the existing Public Works Facility, received proposals from four qualified respondents, and a selection committee comprised of members of the Senior Department Leadership team identified Hagen Christensen & McIlwain Architects (HCM) as the preferred architect based upon their extensive experience with similarly scaled and scoped projects, competitive cost proposal, and the strong level of satisfaction communicated by HCM's past and existing client base.

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

1. That the Mayor is hereby authorized and directed to execute a contract with HCM Architects for architectural and engineering services from schematic design through the construction phase of the Replacement Public Works Facility project at a cost as quoted in said contract.
2. The City Clerk is hereby authorized to execute this resolution on behalf of the City.

Adopted this 4th day of August, 2025.

City Clerk