



CITY OF SOUTH ST. PAUL MEETING AGENDA

CITY COUNCIL

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

Monday, October 20, 2025
7:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

A. 2nd Annual South St. Paul vs West Saint Paul Border Battle

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 October 6th, 2025 and WS Minutes of October 13, 2025.

B. Accounts Payable

C. Business Licenses

D. Acceptance of Gift Donations

E. Approve Services Agreement with South Metro Fire Department

F. Approve Grant Agreement with MNDOT for Airport Maintenance and Operations at the South St. Paul Airport

G. Approve Bid from DC Well Drilling for the Repair of Well #1

- H. Memorandum of Understanding - Cable Franchise Fee (NDC4)
- I. Approve Closeout and Final Reimbursement for the Taxiway A Design Project
- J. Approve Land Lease at Fleming Field with Steve Guetter and Kjersti Kittelson

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

- A. Assessment Hearing - Marie Avenue Reconstruction Project No. 2024-05
- B. Assessment Hearing - 4th Street S Rehabilitation Project

11. GENERAL BUSINESS

- A. Wakota 2nd Addition Final Plat

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

DATE: October 20, 2025
DEPARTMENT: Community Affairs
PREPARED BY: Deb Griffith
AGENDA ITEM NUMBER: 5.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

2nd Annual South St. Paul vs West Saint Paul Border Battle

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

No action required.

OVERVIEW

Jim Probst, President of the South Robert Street Business Association, will present information about the 2nd Annual SSP vs WSP Border Battle.

SOURCE OF FUNDS

N/A

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: October 20, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

City Council Meeting Minutes of October 6th, 2025 and WS Minutes of October 13, 2025.

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, October 6, 2025 and Work Session held on Monday, October 13, 2025.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 10-06-2025 Council Minutes (1) (2)
2. 10-13-2025 WS Minutes RG



SOUTH ST. PAUL CITY COUNCIL MINUTES OF OCTOBER 6, 2025

1. CALL TO ORDER

Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on Monday, October 6, 2025.

2. ROLL CALL

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

Absent: Tom Seaberg,

Staff Present:

Ryan Garcia, City Administrator

Kori Land, City Attorney

Deanna Werner, City Clerk

Brian Wicke, Chief of Police

Kelsey Gelhar, City Engineer

Michael Healy, City Planner

Shannon Young, Director of Parks & Recreation

Deb Griffith, Community Affairs

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

A. South St. Paul Packers Football Team

B. SSP The Great Pod-kin Patch

6. CITIZEN'S COMMENTS

Comments are limited to 3 minutes in length.

7. APPROVAL OF AGENDA

Moved by: Matt Thompson / None

Moved: To approve Agenda as presented.

Vote: 6 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:
 - 09-15-2025 Council Meeting
 - 09-22-2025 Work Session
 - 09-29-2025 Special Meeting
- B. Accounts Payable
- C. Business Licenses
- D. Acceptance of Gift Donations
- E. Adopt Resolution #2025-104 Accepting Joint Powers Agreement between the City of South St. Paul and Dakota County for Communities for All Grant Funding
- F. Lead Service Line Replacement Agreement Form
- G. Approve Cooperative Construction Agreement between South St. Paul and MnDOT for State Project No. 8816-3427
- H. Declare Costs - Marie Avenue Reconstruction Project
- I. Declare Costs - 4th Street S Rehabilitation Project
- J. Approve Joint Powers Agreement Between South St. Paul and Dakota County for Dakota County Project No. 56-14
- K. Award Tree Planting Proposal for Replacement Trees at Kaposia Landing and Lorraine Park to Hoffman & McNamara
- L. Approval of Subgrant Agreement - Wakota Crossing Project
- M. Approve Amendment #2 to Preliminary Development Agreement with ZAS, LLC
 - Moved by: Joe Kaliszewski / Matt Thompson
 - Moved: To approve Consent Agenda as presented.
 - Vote: 6 ayes / 0 nays, motion Passed

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

11. GENERAL BUSINESS

- A. Pool Feasibility Study Final Report
 - Moved by: Pam Bakken / Lori Hansen
 - Moved: To Accept the Pool Feasibility Study Final Report
 - Vote: 6 ayes / 0 nays, motion Passed

- B. South Street Reconstruction Project — Receive Feasibility Report and Call for Public Hearing

Moved by: Matt Thompson / Joe Kaliszewski

Moved: To Approve Resolution 2025-110, South Street Reconstruction Project —
Receive Feasibility Report and Call for Public Hearing

Vote: 6 ayes / 0 nays, motion Passed

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT

Moved by: Pam Bakken / Joe Kaliszewski

Moved: To Adjourn

Vote: 6 ayes / 0 nays, motion Passed

The meeting was adjourned at 8:20 PM.



/s/: Deanna Werner
City Clerk

South St. Paul City Council Work Session

Session Notes for October 13, 2025

1. CALL TO ORDER

Mayor Francis called the City Council Work Session to order at 7:00 PM on October 13, 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, Brian Wicke, Police Chief.

2. DISCUSSION ITEMS

A. Cable Franchise Fee Memorandum of Agreement

Mr. Garcia and Council welcomed Beth Baumann, Executive Director for NDC4 and Town Square Television. Ms. Baumann provided a brief presentation outlining NDC4's ongoing efforts to continue to provide local programming in the face of declining cable subscriptions. Ms. Baumann presented a request for the City, along with other NDC4 Member Cities, to execute a Memorandum of Understanding (MOU) that would modify the amount of franchise fee revenues distributed to Cities for Fiscal Years 2026 – 2030. Council is expected to act on a MOU at the Monday, October 20 City Council Meeting.

B. Armour Gatehouse Relocation Planning & Budgeting Update

Mr. Garcia summarized the estimated timeline and budgeting implications of advancing with a plan to relocate the Armour gatehouse structures from their current location to the proposed future public space within the Hardman Triangle redevelopment district. Council discussion primarily focused around the anticipated expense involved to undertake relocation of the structures intact, which Mr. Garcia advised was estimated to exceed \$600,000 based upon price estimates obtained from qualified structure moving, restoration, and excavation companies.

Councilmember Hansen sought a compromise solution, inquiring of the proposed buyer/developer of the EDA property at which the gatehouses now sit whether one of the structures could be retained. John Young, representing Riverside Holdings, responded that unfortunately the location and orientation of a retained gatehouse would render the building nonfunctional for the business' needs by cutting off the planned employee parking and access area, a problem which could only be solved by both decreasing the size and shifting the location of the building, conditions which in their own right would not meet the business' operational needs. Councilmember Hansen expressed disappointment that a solution could not be agreed-upon to retain at least one of the structures.

Councilmembers discussed the pursuit of a selective/hybrid deconstruction approach for the

structures. Council suggested that masonry and ironwork materials from the structures should be retained by the City for potential integration into a public display or art installation, potentially within the Hardman Triangle redevelopment, or that bricks could be offered to interested parties as keepsakes. Councilmember Hansen and Mayor Francis recalled that a similar approach was taken upon the closure of the Stockyards in 2008.

Ultimately, Council's consensus was that the level of financial commitment required to pursue the relocation of the gatehouses was difficult to justify when considered in the context of the many other capital investments the City is poised to undertake in the near future. Council consensus was that sensitively deconstructing the structures and retaining materials for reuse represented an opportunity to recognize the City's history in a meaningful way. Staff committed to requesting quotes for the sensitive deconstruction and material retention approach to be presented for consideration and potential award at a future EDA meeting.

C. EDA Properties Discussion

Mr. Garcia approached Council seeking clarification of intent with properties at 417 Concord Street North (owned by the EDA), 314-318 2nd Street North (under contract to purchase by the EDA), and 316 Malden Street (owned by the City). Council agreed that all structures at 417 Concord Street North should be demolished and the site held for future redevelopment. Council suggested that the three residential structures at 314 – 318 2nd Street North should be retained in the near-term, and further exploration of potential short-term and long-term repositioning should be undertaken. Council confirmed that the 316 Malden Street property should not be considered "available" in its current condition for lease or sale, and that the Council's intentions with that property are to align with the recently approved South Concord Corridor study for a redevelopment to a higher and better use.

3. COUNCIL COMMENTS & QUESTIONS

There were none.

4. ADJOURNMENT

There being no further business to come before the City Council at the regular work session meeting, Mayor Francis declared the meeting adjourned at 8:48 PM.

Respectfully submitted,
/s/: Ryan Garcia
City Administrator



CITY COUNCIL AGENDA REPORT

DATE: October 20, 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 2025-119 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. 10-20-25 Accounts Payable

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-119

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:

155224-155377	\$ 1,282,500.92
2025325-2025336	208,017.11
801269-801273	<u>136,250.32</u>

Total	\$ 1,626,768.35
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Adopted this 20th day of October, 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
155224	10/14/2025		14195 4 SEASONS PROPERTY CARE-DJ TROJE							
		2,900.00	Abatement 715 15th Ave N		126127	INV0028	10420.6371		REPAIRS & MAINT CONTRACTUAL	CODE ENFORCEMENT
		2,900.00								
155225	10/14/2025		5257 AL SERVICES LLC							
		2,580.00	REPAIRED VILLIAUME AVE LIGHTS		126086	0628-548	50615.6371		REPAIRS & MAINT CONTRACTUAL	STREET LIGHT UTILITY
		1,445.00	REPAIR LGTS @ GRANDVIEW		126087	0628-552	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		2,810.00	REPAIR HARDMAN AVE LGTS		126088	0628-553	50615.6371		REPAIRS & MAINT CONTRACTUAL	STREET LIGHT UTILITY
		6,835.00								
155226	10/14/2025		14665 ALERTLINE COMMUNICATIONS, LLC							
		117.00	ELEVATOR PHONE SRVC-QTR		126133	72690	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		117.00								
155227	10/14/2025		14765 AMERITAS LIFE INSURANCE CORP.							
		398.61	OCT PREMIUM		126136	010-65206 OCT 25	10101.2181		EYE MED INSURANCE	GENERAL FUND
		398.61								
155228	10/14/2025		9021 ATLAS STAFFING, INC.							
		680.06	NM OFF SPECIALIST S MOUA		126103	1309266	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		865.54	JC OFF SPECIALIST S MOUA		126104	1309266	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		1,545.60								
155229	10/14/2025		6670 BROTHERS FIRE & SECURITY							
		1,580.00	JC FIRE ALR INSP		126093	W44845	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		1,250.00	NM FIRE ALARM INSP		126094	W44884	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		2,830.00								
155230	10/14/2025		14193 CADY BUILDING MAINTENANCE INC							
		550.00	CLEANING SVS-PW		126125	4993544	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		5,110.00	CLEANING SVS-CH		126126	4993544	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		5,660.00								
155231	10/14/2025		1184 CINTAS CORPORATION #754							
		17.37	SAFETY MATS		125987	4244420867	10330.6210		OPERATING SUPPLIES	BUILDINGS
		54.00	SAFETY MATS		125988	4244420867	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		13.50	SAFETY MATS		125989	4244969304	10320.6210		OPERATING SUPPLIES	PUBLIC WORKS
		37.69	MECHANICS UNIFORMS/TOWELS		125990	4244969304	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		47.99	MEDICAL SUPPLY CABINET		126143	5293201804	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		48.00	MEDICAL SUPPLY CABINET		126143	5293201804	10340.6220		REPAIR & MAINTENANCE SUPPLIES	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
155231	10/14/2025		1184 CINTAS CORPORATION #754						Continued...	
		218.55								
155232	10/14/2025		13523 CINTAS CORPORATION NO. 2							
		129.72	NM FLOOR MATTS CLEANING		126115	20438565	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		83.84	JC FLR MATT CLEANING		126116	20440138	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		129.72	NM FLR MATTS CLEANING		126117	20440139	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		343.28								
155233	10/14/2025		1226 CULLIGAN WATER							
		675.20	SALT		125991	157-01458058-1	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
						8/31/25				
		675.20								
155234	10/14/2025		1265 DANNER INC.							
		117,969.25	CONCORD EXCH IMPR PRJ		125992	PMT 8	40440.6530	202401	IMPR OTHER THAN BUILDING	2024 LOCAL IMPROVEMENTS
		117,969.25								
155235	10/14/2025		10567 EDWARDS PLUMBING INC.							
		450.00	ANNAUL RPZ TESTING		126107	09252025	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		450.00								
155236	10/14/2025		1350 EMERGENCY AUTOMOTIVE TECHNOLOGIES INC							
		250.53	LIGHT CONNECTORS		125993	JP091525-43	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		250.53								
155237	10/14/2025		1380 FACTORY MOTOR PARTS							
		383.50	HYDRALIC HOSE		125994	1-11109186	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		383.50	HYDRAULIC HOSE		125995	1-11110263	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		767.00								
155238	10/14/2025		1485 GLOBE PRINTING & OFFICE SUPPLIES INC							
		49.00	Business Cards		125996	83427D	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		49.00								
155239	10/14/2025		1497 GOPHER STATE ONE-CALL							
		153.23	LOCATES		125997	5090758	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		153.22	LOCATES		125998	5090758	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		306.45								
155240	10/14/2025		1505 GRAINGER							

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
155240	10/14/2025		1505 GRAINGER						Continued...	
		215.52	HYDRAULIC CYLINDER #MT1		126144	9647080325	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		215.52								
155241	10/14/2025		11834 GUARDIAN SUPPLY LLC							
		2,192.99	47-ballistic vest		126110	22237	20212.6245	227599	CLOTHING ALLOWANCE	GRANTS/DONATIONS POLICE
		269.97	24- boots and gloves		126111	22295	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		429.94	41-uniform clothing		126112	22310	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		29.99	Name Tape / Bar - Reserves		126113	22311	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		269.98	01- Boots and light		126114	22324	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		3,192.87								
155242	10/14/2025		1556 HAWKINS, INC.							
		40.00	CHLORINE/SULFUR DIOXIDE		126000	7196679	50607.6220		REPAIR & MAINTENANCE SUPPLIES	WATER TREATMENT PLANT
		40.00								
155243	10/14/2025		1560 HEALTHPARTNERS							
		1,266.58	NOV DENTAL PREMIUM		126001	767351800864	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		1,266.58								
155244	10/14/2025		14970 HESELTON CONSTRUCTION, LLC							
		511,639.18	MARIE AVE RECON PV 4		126138	PMT 4	40440.6530	202405	IMPR OTHER THAN BUILDING	2024 LOCAL IMPROVEMENTS
		511,639.18								
155245	10/14/2025		3686 IMPACT PROVEN SOLUTIONS							
		2,533.71	MAIL PROCESSING SEPT		126083	219792	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		2,533.71								
155246	10/14/2025		14295 INFINITE HEALTH COLLABORATIVE, PA							
		400.00	heart health wellness		126129	IHEAINV01751	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		400.00								
155247	10/14/2025		1667 INVER GROVE FORD							
		18.33	AIR COND ELEMENT ASY #A1		126011	5361462	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		38.30	TUBE ASY		126012	5361496	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		19.42	WIPER BLADE ASY #16-323		126013	5361517	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		327.18	WIPER BLADE ASY		126014	5361566	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		2,548.15	REPLACED SHAFT/CLEARED CODES		126015	6454056	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		2,951.38								
155248	10/14/2025		14731 JLG ARCHITECTS							

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
155248	10/14/2025		14731 JLG ARCHITECTS						Continued...	
		7,643.20	Ending August 31		126134	24244-10	40402.6302	PR2111	PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		7,643.20								
155249	10/14/2025		14086 JOHNSON, DONNETTA							
		200.00	NM SEPT25 KEYPERSON		126123	SEPT25	50677.6375.1		OTHER CONTR SVCS-KEYPERSON	NAN MCKAY APT BLDG
		200.00								
155250	10/14/2025		11377 KATH FUEL OIL SERVICE CO.							
		300.00	OIL FOR SHOP		126108	837072	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		4,854.20	OIL FOR SHOP		126109	837103	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		5,154.20								
155251	10/14/2025		7503 KWIK TRIP, INC.							
		408.34	FUEL-AIRPORT		126099	10012025	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		8,033.99	FUEL-POLICE		126100	10012025	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		3,998.46	FUEL-PW		126101	10012025	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		372.72	FUEL-ENG/CODE/P&R		126102	10012025	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		12,813.51								
155252	10/14/2025		6281 LIGHTNING DISPOSAL, INC.							
		709.90	TRASH SVS-PW		126090	0000830396	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		709.90								
155253	10/14/2025		6681 MANN'S SOFTENER SALT DELIVERY							
		345.10	JC SOFTENER SALT		126095	INV514	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		286.90	NM SOFTENER SALT		126096	INV515	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		632.00								
155254	10/14/2025		13985 MARTIN MARIETTA MATERIALS							
		1,938.14	ASPHALT FOR STREETS		126120	47221166	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		1,179.51	ASPHALT FOR STREETS		126121	47221436	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		394.46	ASPHALT FOR STREETS		126122	47248343	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		3,512.11								
155255	10/14/2025		14127 MCFOA REGION IV							
		40.00	FALL MCFOA REGION MTG		126124	MCFOA 25 MEETING	10140.6331		CONFERENCES, TRAINING, TRAVEL	CITY CLERK
		40.00								
155256	10/14/2025		14809 MCGINLEY ASSOCIATES, P.A.							

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
155256	10/14/2025		14809 MCGINLEY ASSOCIATES, P.A.						Continued...	
		1,625.00	Sanimax		126137	25273	10130.6375		OTHER CONTRACTED SERVICES	CITY ATTORNEY
		1,625.00								
155257	10/14/2025		1911 MENARDS, INC-WEST ST PAUL							
		11.95	FLEX ALUM FOIL DUCT		126024	16948	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		41.30	LUMBER SANDER		126025	17108	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		79.31	FLEX TAPE SEAL		126026	17165	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		93.66	PAINT SUPPLIES		126027	17185	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		5.98	WOOD GLUE FILLER		126028	17352	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		232.20								
155258	10/14/2025		1923 METRO SALES INC.							
		10.00	BASE CHARGE		126029	INV2902161	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		10.00								
155259	10/14/2025		6712 MIDWEST LIGHTING PRODUCTS							
		84.50	NM LIGHT BULBS FOR SCNCE		126098	00074118	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		84.50								
155260	10/14/2025		14416 MILLER, MONIKA							
		498.94	Lodging for APA Conference		126132	9/26/2025	10410.6331		CONFERENCES, TRAINING, TRAVEL	DEVELOPMENT SERVICES
		498.94								
155261	10/14/2025		1986 MINNESOTA DEPARTMENT OF HEALTH							
		32.00	CLASS B WATER EXAM-ISAKSON		126030	10/1/2025	50606.6331		CONFERENCES, TRAINING, TRAVEL	SEWER UTILITY
		32.00								
155262	10/14/2025		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		327.32	SEPT 2025 STATE SURCHARGE		126031	SEPTEMBER 2025	10101.2083		SURCHARGES	GENERAL FUND
		327.32								
155263	10/14/2025		1999 MINNESOTA GLOVE & SAFETY, INC							
		87.99	GLOVES		126032	353291	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		87.99								
155264	10/14/2025		14259 MUNICIPAL BUILDERS, INC							
		197,897.77	WELL NO 3 WTP		126128	PMT 23	50605.6520	202311	BUILDINGS AND STRUCTURE	WATER UTILITY
		197,897.77								
155265	10/14/2025		9298 NAPA NEWPORT							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
155265	10/14/2025		9298 NAPA NEWPORT						Continued...	
		26.65	AIR FILTER/EXACTFIT REAR		126106	172183	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		26.65								
155266	10/14/2025		5682 NITTI SANITATION							
		325.18	TRASH SVS-ARENA		126091	0000832035	20243.6379		CONT SERV/REFUSE & SANITATION	DOUG WOOG ARENA
		325.18								
155267	10/14/2025		14367 NORTH RIDGE OUTDOOR SERVICES							
		1,815.00	NM LAWN MOWING MAINT		126130	26335	50677.6371.050		MTNCE-LANDSCAPE/GROUNDS	NAN MCKAY APT BLDG
		1,954.00	JC YARD WRK MAINT		126131	26350	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		3,769.00								
155268	10/14/2025		2149 OFFICE OF MNIT SERVICES							
		349.96	STATE PHONE CONNECTIONS		126033	W25080646	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		157.54	AIRPORT PHONES		126034	W25080646	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		507.50								
155269	10/14/2025		2240 PLUNKETT'S PEST CONTROL, INC.							
		30.00	JC TREATMT #506		126035	10135429	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		70.00	NM #914 TREATMENT		126036	10146105	50677.6371.090		MTNCE-EXTERMINATION	NAN MCKAY APT BLDG
		57.87	NM SEPT FEE PEST CONT PROG		126037	10157344	50677.6371.090		MTNCE-EXTERMINATION	NAN MCKAY APT BLDG
		189.17	JC SEPT MTHLY PEST CONTL PROG		126038	10166295	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		550.00	NM TREATMENT PROG		126039	10167474	50677.6371.090		MTNCE-EXTERMINATION	NAN MCKAY APT BLDG
		90.00	NM INSP #912.916.814		126040	10167475	50677.6371.090		MTNCE-EXTERMINATION	NAN MCKAY APT BLDG
		95.16	PEST CONTROL-PW		126041	10168862	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		30.00	JC #506 TREATMENT		126042	10169310	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		180.00	JC TREATMT #507.606.505.605.60		126043	10180210	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		1,292.20								
155270	10/14/2025		14735 POO FREE PARKS							
		1,968.60	DOG POOP BAGS		126135	PFP2907	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		1,968.60								
155271	10/14/2025		9152 REMBRANDT'S SISTER							
		250.00	REPAIR LUCY		126105	070908-2008	20216.6302	227687	PROFESSIONAL SERVICES	GRANTS/DONATIONS COMM AFFAIRS
		250.00								
155272	10/14/2025		1636 RICOH USA, INC.							
		323.01	NM COPIER 200 MARIE		126002	5072094643	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		937.76	JC COPIER 300 GRAND		126003	5072094643	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG

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155272	10/14/2025		1636 RICOH USA, INC.						Continued...	
		152.15	COPIER USAGE Q3 2025		126004	5072095843	20243.6378		COPIER MAINTENANCE AGREEMENT	DOUG WOOG ARENA
		464.23	COPIER USAGE Q3 2025		126005	5072095843	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		55.50	COPIER USAGE Q3 2025		126006	5072095843	20245.6378		COPIER MAINTENANCE AGREEMENT	AIRPORT
		251.80	COPIER USAGE Q3 2025		126007	5072095843	10320.6378		COPIER MAINTENANCE AGREEMENT	PUBLIC WORKS
		184.48	COPIER USAGE Q3 2025		126008	5072095843	10210.6378		COPIER MAINTENANCE AGREEMENT	POLICE PROTECTION
		356.61	COPIER USAGE Q3 2025		126009	5072095843	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		194.95	COPIER USAGE Q3 2025		126010	5072095843	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		<u>2,920.49</u>								
155273	10/14/2025		13760 RIES FARMS							
		900.00	LEAVES/BRUSH DISPOSAL		126118	33188	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		400.00	LEAVES/BRUSH DISPOSAL		126119	33259	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		<u>1,300.00</u>								
155274	10/14/2025		2341 RIGID HITCH, INC							
		649.82	BRACKET/GAUGE/BALL/LGT		126044	1929011196	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>649.82</u>								
155275	10/14/2025		2365 ROTO-ROOTER SERVICES COMPANY							
		2,145.00	NM SNAKE OUT		126045	48-26941135	50677.6371.080		MTNCE-PLUMBING	NAN MCKAY APT BLDG
		<u>2,145.00</u>								
155276	10/14/2025		2408 SCHINDLER ELEVATOR CORPORATION							
		6,476.76	NM PREVENTIVE MAINT PLUS FULL		126046	4607204950	50677.6371.040		MTNCE-ELEVATOR MTNCE	NAN MCKAY APT BLDG
		6,138.12	JC PREVENTIVE MAINT PLUS FULL		126047	4607204951	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		<u>12,614.88</u>								
155277	10/14/2025		6703 SENTRY SYSTEMS, INC							
		27.24	NM SECURITY SYSTEM		126097	805138	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		34.66	JC SECURITY SYSTEM		126097	805138	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		<u>61.90</u>								
155278	10/14/2025		2632 SHERWIN-WILLIAMS CO., THE							
		17.97	PAINT		126049	0806-7	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		313.25	PAINT		126050	1261-4	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		<u>331.22</u>								
155279	10/14/2025		2558 STATE INDUSTRIAL PRODUCTS							
		210.99	JC DRAIN MAINT PROG		126048	903942903	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>210.99</u>								

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155279	10/14/2025		2558 STATE INDUSTRIAL PRODUCTS						Continued...	
155280	10/14/2025		4210 SUMMIT FIRE PROTECTION							
		794.00	FIRE ALARM MONITOR-ANNUAL		126084	3487075	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		764.00	ANNUAL SPRINKLER TESTING		126085	3543936	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		1,558.00								
155281	10/14/2025		5754 TOTAL MECHANICAL SERVICES, INC							
		2,225.00	QTRYL AMMONIA PREV MNT CNTRCT		126089	PM5971	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		2,225.00								
155282	10/14/2025		2744 VAN PAPER COMPANY							
		254.72	HANDWASH/TOILET PAPER/PAPERTOW		126051	120622	10330.6210		OPERATING SUPPLIES	BUILDINGS
		254.72								
155283	10/14/2025		2751 VERIZON WIRELESS							
		240.08	PH		126052	6124192348	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		40.01	SANT SEWER		126053	6124192348	50606.6390		POSTAGE AND TELEPHONE	SEWER UTILITY
		120.26	STORM LIFT		126054	6124192348	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		100.03	IPAD		126055	6124192348	10320.6390		POSTAGE AND TELEPHONE	PUBLIC WORKS
		60.01	IPAD		126056	6124192348	10340.6390		POSTAGE AND TELEPHONE	PARKS FACILITIES AND MTNCE
		243.38	ENG		126057	6124192348	10315.6390		POSTAGE AND TELEPHONE	ENGINEERING
		97.55	INSP/HOTSPOT		126058	6124192348	10410.6390		POSTAGE AND TELEPHONE	DEVELOPMENT SERVICES
		40.01	CODE		126059	6124192348	10420.6390		POSTAGE AND TELEPHONE	CODE ENFORCEMENT
		125.01	HOUSING		126060	6124192348	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		40.01	SPLASH POOL		126061	6124192348	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		40.01	NORTHVIEW		126062	6124192348	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		40.01	POLICE		126063	6124192348	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		1,186.37								
155284	10/14/2025		15490 WATSON TRADING LLC							
		7,500.00	Landscape Escrow Release		126139	LANDSCAPE	10101.2205	100261	DEPOSITS	GENERAL FUND
						ESCROW RELEASE				
		7,500.00								
155285	10/14/2025		2785 WM CORPORATE SERVICES, INC.							
		1,584.85	NM GARBAGE OCT		126064	0219956-4166-5	50677.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING NAN MCKAY APT BLDG	
		1,584.85								
155286	10/14/2025		2849 XCEL ENERGY							
		9.12	ELEC CHGS-701 HARDMAN		126065	51-0010192409-1	50610.6385		UTILITY SERVICE	STORM WATER UTILITY

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155286	10/14/2025		2849 XCEL ENERGY						Continued...	
						9/25/25				
		48.58	GAS CHGS-681 VERDEROSA		126066	51-0010407065-2	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
						9/26/25				
		27.68	POLICE STORAGE GARAGE		126067	51-0012468412-3	10210.6385		UTILITY SERVICE	POLICE PROTECTION
						9/25/25				
		143.80	535 5TH AVE S		126068	51-0012916288-2	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						9/25/25				
		361.27	WOOG OFFICE		126069	51-0013450928-0	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
						9/25/25				
		77.58	108 CONCORD EXCH S		126070	51-0014881319-7	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						9/25/25				
		91.78	1203 7TH AVE S		126071	51-0014976969-4	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						9/25/25				
		149.25	PEDESTRIAN WALKWAY LGTS		126072	51-4332057-4	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						9/25/25				
		273.88	PARKS		126073	51-5316080-0	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
						9/30/25				
		607.56-	WATER		126074	51-5844319-7	50605.6385		UTILITY SERVICE	WATER UTILITY
						9/26/25				
		1,330.72	AIRPORT		126075	51-6236355-3	20245.6385		UTILITY SERVICE	AIRPORT
						9/30/25				
		57.69	LGTS@LORRAINE		126076	51-6579081-8	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
						9/24/25				
		14,324.24	STREET LIGHTS		126077	51-6871028-3	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						10/3/25				
		86.41	400 WENTWORTH		126078	51-9401746-0	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						9/25/25				
		16.12	555 HARDMAN/251 BRIDGEPOINT		126079	51-9441931-9	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						9/26/25				
		1,358.30	PUBLIC WORKS		126080	51-4242183-6	10320.6385		UTILITY SERVICE	PUBLIC WORKS
						9/30/25				
		599.90	STORM UTILITY FUND		126081	51-4242183-6	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
						9/30/25				
		253.89	STREET LIGHT UTILITY FUND		126082	51-4242183-6	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
						9/30/25				
		18,602.65								
155287	10/17/2025		2008 NCPERS GROUP LIFE INS.							
		16.00			126160	1014251454098	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		16.00								

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155287	10/17/2025		2008 NCPERS GROUP LIFE INS.						Continued...	
155288	10/20/2025		14195 4 SEASONS PROPERTY CARE-DJ TROJE							
		500.00	Abatement - 2025 3rd St N		126312	INV0025	10420.6371		REPAIRS & MAINT CONTRACTUAL	CODE ENFORCEMENT
		625.00	Abatement - 210 19th Ave S		126313	INV0026	10420.6371		REPAIRS & MAINT CONTRACTUAL	CODE ENFORCEMENT
		375.00	Abatement - 2012 Butler Ave		126314	INV0027	10420.6371		REPAIRS & MAINT CONTRACTUAL	CODE ENFORCEMENT
		1,500.00								
155289	10/20/2025		14998 ACME TOOLS							
		355.16	STORAGE BINS/PAINT/EAR PLUGS		126292	15084291	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		355.16	STORAGE BINS/PAINT/EAR PLUGS		126293	15084291	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		199.00	INFLATOR		126294	15097544	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		909.32								
155290	10/20/2025		15501 ADAMS, STEPHANIE							
		260.00	Halloween Face Painter		126302	HALLOWEEN SKATE	10529.6210	227668	OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		260.00								
155291	10/20/2025		9253 ADVANCED ENG & ENVIRO SERVICES, LLC							
		16,385.53	WELL HEAD PLAN UPDATE		126265	105974	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		256.25	PFA		126266	106168	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		16,641.78								
155292	10/20/2025		5257 AL SERVICES LLC							
		3,979.00	REPAIR UNDERGROUND WIRING-SCOR		126234	0628-556	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		3,979.00								
155293	10/20/2025		1044 ANCOM COMMUNICATIONS							
		834.10	RADIO INSTALL		126162	129371	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		834.10								
155294	10/20/2025		15474 ARKO RESTORATION							
		80.00	PERMIT REFUND-229 11TH AVE S		126296	SS046136	10420.4263		BUILDING	CODE ENFORCEMENT
		80.00								
155295	10/20/2025		9021 ATLAS STAFFING, INC.							
		612.06	NM TEMP OFF SPEC SO		126263	25000139	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		778.98	JC TEMP OFF SPEC SOPHIE		126264	25000139	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		1,391.04								
155296	10/20/2025		6670 BROTHERS FIRE & SECURITY							

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155296	10/20/2025		6670 BROTHERS FIRE & SECURITY						Continued...	
		1,624.00	NM ANNUAL INSP FIRE SPRINK		126251	W44908	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		1,465.00	JC ANNUAL INSPEC SPRINKLER		126252	W44910	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		252.50	NM ANNUAL INSPEC FIRE EXTINGUI		126253	W45060	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		320.00	JC ANNUAL INSP FIRE EXTING		126254	W45061	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		220.00	JC SWAP OUT 2 EXTINGUSHER		126255	W45062	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		3,881.50								
155297	10/20/2025		2559 BUREAU OF CRIMINAL APPREHENSION							
		600.00	CJN Access Fee (State GF)		126216	00000892385	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		1,920.00	CJN Access Fee (BCA)		126217	00000892385	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		2,520.00								
155298	10/20/2025		15485 C&H SPORT SURFACES, INC.							
		15,150.00	SUMMIT TENNIS COURT RESURFACE		126297	02425	40402.6530	PR-253	IMPR OTHER THAN BUILDING	CAPITAL PROGRAMS FUND
		15,150.00								
155299	10/20/2025		15499 CENTENNIAL GLASS							
		750.00	WINDSHIELD REPL #330		126300	I00015246	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		750.00								
155300	10/20/2025		14372 CINTAS CORPORATION							
		129.72	NM FLR MATTS CLEANING		126288	20441770	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		129.72								
155301	10/20/2025		1184 CINTAS CORPORATION #754							
		54.00	SAFETY RUGS		126163	4245894761	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		17.37	SAFETY RUGS-LOBBY/FD		126164	4245894761	10330.6210		OPERATING SUPPLIES	BUILDINGS
		71.37								
155302	10/20/2025		10675 CITY OF BLOOMINGTON							
		280.00	WATER TESTING		126273	25595	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		280.00								
155303	10/20/2025		12520 CITY OF INVER GROVE HEIGHTS							
		12.31	LEBANON HILLS FIELD TRIP		126281	9/26/2025	10529.6452		TRIPS AND TOURS	RECREATIONAL PROGRAMS
		12.31								
155304	10/20/2025		14908 CLEAN CBS							
		2,764.00	JC BIO/TRAUMA CLEAN		126291	102852	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		2,764.00								

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155304	10/20/2025		14908 CLEAN CBS						Continued...	
155305	10/20/2025		2009 CORE & MAIN, LP							
		67.14	TEST TUBE RACK		126203	INV0021910	50607.6220		REPAIR & MAINTENANCE SUPPLIES	WATER TREATMENT PLANT
		67.14								
155306	10/20/2025		10710 CURBSIDE LANDSCAPE & IRRIGATION							
		1,950.00	WEED PULLING-CONCORD/EXCH		126275	317404	20280.6375		OTHER CONTRACTED SERVICES	ECON DEV GENERAL
		1,540.00	WEED PULLING-CH & LIBRARY		126276	317405	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		3,490.00								
155307	10/20/2025		7517 DAKOTA COUNTY RECORDER							
		20.00	RECORDING FEE DAKOTA CTY		126260	10/14/2025	10140.6471		DUES & SUBSCRIPTIONS	CITY CLERK
		20.00								
155308	10/20/2025		6407 DARTS							
		6,006.00	NM SERVICE COORDINATOR SEPT		126247	11515-119	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		7,644.00	JC SERV COORDINATORS SEPT		126248	11515-119	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		13,650.00								
155309	10/20/2025		6755 DAVEY TREE EXPERT COMPANY							
		1,000.00	TREE/BRUSH DISPOSAL		126259	920055334	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		1,000.00								
155310	10/20/2025		1303 DOODY CLEANING SERVICES							
		370.00	AUGUST CLEANING		126165	1002	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		370.00	SEPTEMBER CLEANING		126166	1003	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		740.00								
155311	10/20/2025		1380 FACTORY MOTOR PARTS							
		149.70	AIR FILTER/ELEMENT/WASHER FLUI		126167	74-366264	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		149.70								
155312	10/20/2025		4725 FIRST SUPPLY LLC - TWIN CITIES							
		124.16	FAUCET @ PD		126233	3809678-00	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		124.16								
155313	10/20/2025		5592 FRATTALONE'S DAWNWAY LLLP							
		12.00	CLEAN BLACKTOP DISPOSAL		126238	2509088	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		12.00								

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155314	10/20/2025		1473 GERTEN GREENHOUSES INC. - 446133						Continued...	
		91.26	BOULDERS-AROUND STORM DRAIN		126170	805753/6	50610.6220		REPAIR & MAINTENANCE SUPPLIES	STORM WATER UTILITY
		91.26								
155315	10/20/2025		1481 GLASSING FLORIST							
		70.00	Flowers for Linda Reid		126171	00432023	10120.6430		MISCELLANEOUS	CITY ADMINISTRATION
		70.00								
155316	10/20/2025		1485 GLOBE PRINTING & OFFICE SUPPLIES INC							
		401.50	NO PARKING SIGNS		126172	83430J	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		401.50								
155317	10/20/2025		1556 HAWKINS, INC.							
		2,229.50	CHLORINE/SODIUM PERMANGANATE		126173	7207987	50607.6220		REPAIR & MAINTENANCE SUPPLIES	WATER TREATMENT PLANT
		2,229.50								
155318	10/20/2025		1562 HEALTHPARTNERS OCCUPATIONAL MEDICINE							
		383.00	PRE-EMPL PHYSICAL		126174	19987	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		383.00								
155319	10/20/2025		1586 HILLYARD / MINNEAPOLIS							
		1,991.24	CLEANING SUPPLIES		126323	605916055	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		64.98	CREDIT-TRASH BAGS		126325	800729606	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		1,926.26								
155320	10/20/2025		15500 INDUSTRIAL CHEM LABS & SERVICES INC.							
		146.61	DEGREASER		126301	420419	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		146.61								
155321	10/20/2025		1652 INSPECTRON, INC.							
		5,000.00	SEPTEMBER INSPECTOR FEES		126175	1679	10410.6302		PROFESSIONAL SERVICES	DEVELOPMENT SERVICES
		5,000.00								
155322	10/20/2025		1667 INVER GROVE FORD							
		57.26	SEALS/BOLTS #322		126176	5361399	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		57.26								
155323	10/20/2025		6709 ISAKSON, BRET							
		323.16	Safety Shoe Reimbursement		126308	2008888	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		323.16								

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155324	10/20/2025		14731 JLG ARCHITECTS						Continued...	
		3,821.60	Ending Sept 20 2025		126290	24244-11	40402.6302	PR2111	PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		3,821.60								
155325	10/20/2025		6642 JOHNSON CONTROLS, INC							
		996.00	NM MAINT BOILER		126250	1-136579067036	50677.6371.020		MTNCE-HEATING/COOLING	NAN MCKAY APT BLDG
		996.00								
155326	10/20/2025		1719 KAPOZIA TREE SERVICE							
		1,400.00	TREE REMOVAL/DEBRIS-222 RICHMO		126177	10032025	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		6,500.00	EAB TREE REMOVAL @PH		126178	10072025	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		7,900.00								
155327	10/20/2025		1772 KREMER SERVICES, LLC							
		1,409.22	REPL BUSHING IN REAR LEAF SPRG		126179	98169	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		1,409.22								
155328	10/20/2025		6680 LANDRUM DOBBINS LLC							
		122.50	JC LEGAL ASSTS 1310 & 1001		126256	7047	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		122.50								
155329	10/20/2025		5506 LB CARLSON, LLP							
		1,350.00	2024 REAC REPORTING		126235	251698	50677.6375.4		OTHER CONTR SVCS-AUDIT FEES	NAN MCKAY APT BLDG
		1,350.00	2024 REAC REPORTING		126236	251698	50678.6375.4		OTHER CONTR SVCS-AUDIT FEES	JOHN CARROLL APT BLDG
		2,700.00								
155330	10/20/2025		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		408.89	MARIAH LATUFF		126180	25110 & 25255	10210.6151		WORKERS COMP DEDUCTIBLE	POLICE PROTECTION
		176.04	JOHN KLINKHAMMER		126181	25110 & 25255	10320.6151		WORKERS COMP DEDUCTIBLE	PUBLIC WORKS
		584.93								
155331	10/20/2025		15486 LEGACY RESTORATION, LLC							
		80.00	PERMIT REFUND-1204 ELDRIDGE AV		126298	SS046200	10420.4263		BUILDING	CODE ENFORCEMENT
		80.00								
155332	10/20/2025		11705 LEWISON, CODY							
		135.00	Safety Shoe Reimbursement		126278	10/8/2025	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		135.00								
155333	10/20/2025		15494 LINDAMOOD, MIKE							
		210.00	Safety Shoe Reimbursement		126299	754/21M	10410.6245		CLOTHING ALLOWANCE	DEVELOPMENT SERVICES

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155333	10/20/2025		15494 LINDAMOOD, MIKE						Continued...	
		210.00								
155334	10/20/2025		1864 MACQUEEN EQUIPMENT, LLC							
		1,064.34	BUSHING/CYLINDERS		126311	P67459	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,064.34								
155335	10/20/2025		13985 MARTIN MARIETTA MATERIALS							
		1,166.30	ASPAHLT FOR STREETS		126286	47348318	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		1,166.30								
155336	10/20/2025		9705 MASTER DOOR TECHNOLOGIES LLC							
		924.00	JC REPAIR PUSH PLATE		126272	12107	50678.6371.080		MTNCE-PLUMBING	JOHN CARROLL APT BLDG
		924.00								
155337	10/20/2025		1911 MENARDS, INC-WEST ST PAUL							
		24.99	7" FORGED SCRAP/CHOP		126199	17345	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		24.99								
155338	10/20/2025		15473 METRO EAST YOUTH FOOTBALL							
		1,800.00	TRAVELING TEAM FEES		126295	9/25/2025	10529.6302		PROFESSIONAL SERVICES	RECREATIONAL PROGRAMS
		1,800.00								
155339	10/20/2025		1923 METRO SALES INC.							
		239.33	COPIES		126200	INV2904656	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		239.33								
155340	10/20/2025		12813 METROPOLITAN MECHANICAL CONTRACTORS, INC							
		492.00	JC 1ST FLR WALL LEAK SHUT OFF		126282	10028762	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		492.00								
155341	10/20/2025		1444 MIDWEST MACHINERY CO							
		97.55	PUSH PULL #ZR3		126168	10640429	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		19.88	PLUGS		126169	10653450	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		117.43								
155342	10/20/2025		1953 MIKE McPHILLIPS INC							
		781.19	BELT/SPROCKET/FILTER/CHAIN		126201	5404	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		781.19								
155343	10/20/2025		2005 MINNESOTA LOCKS							

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155343	10/20/2025		2005 MINNESOTA LOCKS						Continued...	
		18.21	KEYS		126202	101137563	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		18.21								
155344	10/20/2025		2023 MINNESOTA UNEMPLOYMENT INSURANCE							
		656.82	Q3 FINANCE		126306	18443520	10150.6140		UNEMPLOYMENT COMP INS.	FINANCE
		656.82								
155345	10/20/2025		2023 MINNESOTA UNEMPLOYMENT INSURANCE							
		102.33	Q3 UNEMPLOYMENT		126307	18443520	10520.6140		UNEMPLOYMENT COMP INS.	PARKS ADMINISTRATION
		102.33								
155346	10/20/2025		13251 NAPA - WEST ST PAUL							
		16.36	AIR FILTER		126283	487877	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
			Supplier 9298 NAPA NEWPORT							
		16.36								
155347	10/20/2025		9298 NAPA NEWPORT							
		653.09	BRAKE ROTORS/PAD		126267	172965	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		496.09	RETD BRAKE PADS/FILTER/EXACFIT		126268	173208	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		65.01	VALVE		126269	173296	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		222.01								
155348	10/20/2025		14383 NFI, INC.							
		13.98	GOO GONE		126289	552026/693	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		13.98								
155349	10/20/2025		9671 NIEBUR TRACTOR & EQUIPMENT, INC							
		67.63	OIL FILTERS #RTU1		126270	01-213521	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		159.31	UNIT FLASHER		126271	01-213525	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		226.94								
155350	10/20/2025		5682 NITTI SANITATION							
		50.00	TRASH SVS-PW		126239	830621	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		280.67	TRASH SVS-CH		126240	832033	10330.6379		CONT SERV/REFUSE & SANITATION	BUILDINGS
		87.04	TRASH SVS-AIRPORT		126241	832034	20245.6379		CONT SERV/REFUSE & SANITATION	AIRPORT
		250.94	TRASH SVS-KAPOSIA PARK		126242	832036	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		232.32	TRASH SVS-LORRAINE		126243	832037	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		232.32	TRASH SVS-NORTHVIEW		126244	832038	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		232.32	TRASH SVS-MCMORROW		126245	832039	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		232.32	TRASH SVS-KAPOSIA LANDING		126246	832041	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE

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155350	10/20/2025		5682 NITTI SANITATION						Continued...	
		1,597.93								
155351	10/20/2025		10685 NYSTROM PUBLISHING CO.							
		7,203.51	Q4 CITY NEWSLETTER/POSTAGE		126274	49397	10120.6344		NEWSLETTER/BROCHURE	CITY ADMINISTRATION
		7,203.51								
155352	10/20/2025		2176 OXYGEN SERVICES COMPANY							
		312.75	RECYCLED CYLINDERS		126204	0003630842	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		700.66	RECYCLED CYLINDERS		126205	0008878886	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,013.41								
155353	10/20/2025		8595 PARK CONSTRUCTION COMPANY							
		59,953.94	TWY RECONSTRUCTION PAY APP #6		126262	SSTPA 166104	40404.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT CAPITAL FUND
		59,953.94								
155354	10/20/2025		2231 PIONEER PRESS							
		37.40	HRA BOARD MEETING		126206	0925572442	50677.6341		ADVERTISING	NAN MCKAY APT BLDG
		37.40	HRA BOARD MEETING		126207	0925572442	50678.6341		ADVERTISING	JOHN CARROLL APT BLDG
		51.70	PUBLIC HEARING		126208	0925572442	10410.6341		ADVERTISING	DEVELOPMENT SERVICES
		126.50								
155355	10/20/2025		2240 PLUNKETT'S PEST CONTROL, INC.							
		119.69	PEST CONTROL-CH		126209	10187682	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		119.69								
155356	10/20/2025		6683 POPP COMMUNICATIONS							
		172.64	NM FIRE ALARM PH SYSTEM		126257	992895583	50677.6390.1		TELEPHONE-SECURITY	NAN MCKAY APT BLDG
		219.73	JC FIRE ALARM PH SYSTEM		126258	992895583	50678.6390.1		TELEPHONE-SECURITY	JOHN CARROLL APT BLDG
		392.37								
155357	10/20/2025		14315 RENTGROW, INC.							
		24.00	JC BACKGROUND CK NW TENANTS		126287	2175019	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		24.00								
155358	10/20/2025		13464 RESNIKOFF, CONOR							
		110.00	Safety Shoe Reimbursement		126284	10/8/2025	10315.6245		CLOTHING ALLOWANCE	ENGINEERING
		110.00								
155359	10/20/2025		13760 RIES FARMS							
		700.00	LEAVES/BRUSH DISPOSAL		126285	33345	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS

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155359	10/20/2025		13760 RIES FARMS						Continued...	
		700.00								
155360	10/20/2025		2351 ROCKMOUNT RESEARCH & ALLOYS, INC.							
		561.15	GRINDING WHEELS/FLAP DISCS/CUT		126212	1297089	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		561.15								
155361	10/20/2025		5537 SAFE-FAST INC							
		76.00	REFLECTIVE OVERLAY		126237	INV314752	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		76.00								
155362	10/20/2025		12304 SHANLEY, NICOLE							
		195.00	CANCELLED FOOTBALL FOR CAMDEN		126280	210851	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		195.00								
155363	10/20/2025		2632 SHERWIN-WILLIAMS CO., THE							
		111.80	PAINT		126324	9808-4	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		111.80								
155364	10/20/2025		2464 SHORT ELLIOTT HENDRICKSON INC							
		3,141.00	TWY A RECON CONST ADMIN		126213	495806	40404.6302		PROFESSIONAL SERVICES	AIRPORT CAPITAL FUND
		9,990.00	FUEL SYSTEM REPLACEMENT DESIGN		126214	495841	40404.6302		PROFESSIONAL SERVICES	AIRPORT CAPITAL FUND
		10,048.24	WELL NO. 3 WTP		126215	496481	50605.6302	202311	PROFESSIONAL SERVICES	WATER UTILITY
		23,179.24								
155365	10/20/2025		13339 SOUTH ST PAUL YOUTH HOCKEY ASSOCIATION							
		800.00	DASHER BOARD ADS		126321	10/3/2025	20243.6341		ADVERTISING	DOUG WOOG ARENA
		800.00								
155366	10/20/2025		2553 ST. PAUL REGIONAL WATER SERVICES							
		2,668.96	OTHER CITY WATER		126304	10012025	50605.6407		OTHER CITY WATER/SEWER	WATER UTILITY
		2,668.96								
155367	10/20/2025		8560 STONEBROOKE ENGINEERING, INC.							
		718.53	ADA TRANSITION PLAN UPDATE		126261	R-002064.00 - 2	10315.6302		PROFESSIONAL SERVICES	ENGINEERING
		718.53								
155368	10/20/2025		4210 SUMMIT FIRE PROTECTION							
		1,333.00	FIRE SPRINKLER SYS INSPECTION		126231	3542728	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		1,333.00								

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155369	10/20/2025		2600 SYN-TECH SYSTEMS, INC.						Continued...	
		222.50	FUEL CARDS		126218	322885	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		222.50								
155370	10/20/2025		2608 TAHO SPORTSWEAR, INC							
		4,532.00	FOOTBALL JERSEYS		126303	25TS03760	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		4,532.00								
155371	10/20/2025		2665 TRANS UNION LLC							
		120.33	Basic Services and Reports		126320	09528272	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		120.33								
155372	10/20/2025		6638 UPS							
		71.73	UPS PRINT CHARGES		126249	0000268R7E395	10150.6302		PROFESSIONAL SERVICES	FINANCE
		71.73								
155373	10/20/2025		2788 WATSON COMPANY							
		1,628.06	CONCESSION PRODUCT FOR RESALE		126221	152922	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		392.36	Concessions		126305	151361	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		2,020.42								
155374	10/20/2025		12234 WEATHERS, MIKE							
		135.00	Safety Shoe Reimbursement		126279	10/8/2025	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		135.00								
155375	10/20/2025		11335 WILLIAM E. YOUNG COMPANY							
		5,686.80	MAG MOTOR WELL #1		126277	23070	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		5,686.80								
155376	10/20/2025		2785 WM CORPORATE SERVICES, INC.							
		1,218.09	JC OCT GARBAGE BILLING		126219	0219921-4166-9	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING JOHN CARROLL APT BLDG	
		466.25	JC FURNITURE DISPOSAL		126220	9368447-2282-9	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING JOHN CARROLL APT BLDG	
		1,684.34								
155377	10/20/2025		2849 XCEL ENERGY							
		50.47	131 7TH AVE N		126222	51-0015434101-9 9/29/25	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		11,392.35	JC ELECTRICITY		126223	51-4563113-2 10/7/25	50678.6385.1		UTILITY SERVICE-ELECTRIC	JOHN CARROLL APT BLDG
		699.68	JC NATURAL GAS		126224	51-4563113-2 10/7/25	50678.6385.2		UTILITY SERVICE-GAS	JOHN CARROLL APT BLDG

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
155377	10/20/2025		2849 XCEL ENERGY						Continued...	
		25.26	NM ELECTRICITY PARKING LOT		126225	51-4563113-2 10/7/25	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		7,081.19	NM ELECTRITY		126226	51-4563113-2 10/7/25	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		686.15	NM NATURAL GAS		126227	51-4563113-2 10/7/25	50677.6385.2		UTILITY SERVICE-GAS	NAN MCKAY APT BLDG
		19,487.64	WOOG ARENA 8/25/25		126228	51-5660593-9 10-2-25	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		21,835.47	WOOG ARENA		126229	51-5660593-9 8/4/25	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		20,220.69	WATER		126230	51-5844319-7 10/3/25	50605.6385		UTILITY SERVICE	WATER UTILITY
		1,542.84	SEWER		126309	51-5538274-4 10/9/25	50606.6385		UTILITY SERVICE	SEWER UTILITY
		20,903.49	WOOG ARENA		126310	51-5660593-9 9/3/25	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		<u>103,925.23</u>								
801269	10/14/2025		1825 LEVANDER, GILLEN & MILLER PA							
		1,750.00	SEP 25 LEGAL		126016	09-30-25-41000E	10130.6306		PROFESSIONAL SVCS - RETAINER	CITY ATTORNEY
		3,436.50	SEP 25 LEGAL		126017	09-30-25-41000E	10130.6302		PROFESSIONAL SERVICES	CITY ATTORNEY
		266.00	SEP 25 LEGAL-SANIMAX		126018	09-30-25-41000E	10130.6375		OTHER CONTRACTED SERVICES	CITY ATTORNEY
		817.00	SEP 25 LEGAL		126019	09-30-25-41000E	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		4,272.00	SEP 25 LEGAL		126020	09-30-25-41000E	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		266.00	SEP 25 LEGAL		126021	09-30-25-41000E	20245.6302		PROFESSIONAL SERVICES	AIRPORT
		251.00	SEP 25 LEGAL		126022	09-30-25-41000E	40490.6302		PROFESSIONAL SERVICES	CONCORD TIF
		169.00	SEP 25 LEGAL-PFAS		126023	09-30-25-41000E	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		<u>11,227.50</u>								
801270	10/17/2025		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		29.00			126155	1014251454093	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>29.00</u>								
801271	10/20/2025		3615 CAMPBELL KNUTSON, P.A.							
		16,994.82	September prosecution fees		126322	3168-0999G 9/30/25	10130.6304		PROFESSIONAL SVCS-CRIMINAL	CITY ATTORNEY
		<u>16,994.82</u>								
801272	10/20/2025		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS							
		18,661.00	APPL SUP-UTILITY BILLING		126182	152677	50600.6302		PROFESSIONAL SERVICES	UTILITY ADMINISTRATION

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
801272	10/20/2025		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS						Continued...	
		189.00	APPL SUP-UB (RETIREEES)		126183	152677	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		9,678.00	APPL SUP-FINANCIAL		126184	152677	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		2,913.00	APPL SUP-HUBBLE/INSIGHT		126185	152677	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		8,463.00	APPL SUP-PAYROLL/HR		126186	152677	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		7,360.00	APPL SUP-POLICE MCD		126187	152677	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		1,238.00	APPL SUP-PS RECORDS		126188	152677	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		6,641.00	APPL SUP-PARK & REC		126189	152677	10520.6371		REPAIRS & MAINT CONTRACTUAL	PARKS ADMINISTRATION
		12,250.00	APPL SUP-GIS BASE		126190	152677	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		6,814.00	SECAAS - Security		126191	152677	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		10,085.00	APPL SUP-PIMS		126192	152677	10410.6375		OTHER CONTRACTED SERVICES	DEVELOPMENT SERVICES
		738.00	APPL SUP-PIMS BUSINESS LICENSE		126193	152677	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		738.00	APPL SUP-PIMS CODE ENFORCEMENT		126194	152677	10420.6375		OTHER CONTRACTED SERVICES	CODE ENFORCEMENT
		738.00	APPL SUP-PIMS ePERMITS		126195	152677	10410.6375		OTHER CONTRACTED SERVICES	DEVELOPMENT SERVICES
		3,960.00	APPL SUP-INTERNET-IRONPORT		126196	152677	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		9,548.00	APPL SUP-IP TELEPHONY		126197	152677	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		3,218.00	FIBER MAINT		126198	152677	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		103,232.00								
801273	10/20/2025		2289 R&R SPECIALTIES							
		90.00	ZAMB BLADE SHARPENS		126210	0090886-IN	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		4,677.00	ICE LOGOS		126211	0200862	20243.6341		ADVERTISING	DOUG WOOG ARENA
		4,767.00								
2025325	10/7/2025		14645 MEDSURETY, LLC							
		330.00	HRA/HSA/FSA/DCAP OCT25		126145	44993	10125.6375		OTHER CONTRACTED SERVICES	HUMAN RESOURCES
		3.00-	RETRO: SEPT2025		126145	44993	10125.6375		OTHER CONTRACTED SERVICES	HUMAN RESOURCES
		327.00								
2025326	10/8/2025		14645 MEDSURETY, LLC							
		231.00	FSA REIMB-HEALTH 2025		126146	10/07/2025	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		231.00								
2025327	10/14/2025		6037 HEALTHPARTNERS-DENTAL							
		1,276.80	DETAL CLAIMS PAID		126147	10/02/25-10/08/25	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		1,276.80								
2025328	10/17/2025		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		49.37			126156	1014251454094	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		216.88			126157	1014251454095	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2025328	10/17/2025		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER						Continued...	
		271.34			126158	1014251454096	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		23.07			126159	1014251454097	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>560.66</u>								
2025329	10/17/2025		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		3,705.00			126149	10142514540910	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>3,705.00</u>								
2025330	10/17/2025		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		14,905.54			126150	10142514540911	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>14,905.54</u>								
2025331	10/17/2025		2200 PERA							
		78,597.52			126151	10142514540912	10101.2174		PERA	GENERAL FUND
		<u>78,597.52</u>								
2025332	10/17/2025		2748 MISSION SQUARE TRANSFER (EFT)							
		2,110.00			126152	10142514540913	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>2,110.00</u>								
2025333	10/17/2025		14645 MEDSURETY, LLC							
		3,468.69			126153	10142514540914	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		<u>3,468.69</u>								
2025334	10/17/2025		1338 EFTPS							
		41,319.48			126148	1014251454091	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		42,287.62			126154	1014251454092	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		<u>83,607.10</u>								
2025335	10/17/2025		2013 MINNESOTA REVENUE (C)							
		19,036.21			126161	1014251454099	10101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>19,036.21</u>								
2025336	10/15/2025		14645 MEDSURETY, LLC							
		191.59	FSA REIMB-HEALTH 2025		126326	10/14/2025	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		<u>191.59</u>								
		<u>1,626,768.35</u>	Grand Total							

Payment Instrument Totals

Checks

1,282,500.92

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>
		1,626,768.35	Grand Total							
								<u>Payment Instrument Totals</u>		
								Checks	1,282,500.92	
								EFT Payments	208,017.11	
								A/P ACH Payment	136,250.32	
								Total Payments	1,626,768.35	



CITY COUNCIL AGENDA REPORT

DATE: October 20, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.C.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Business Licenses

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

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

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. City Council Report (Licenses)

City of South St Paul City Council Report

<u>ID</u>	<u>Company</u>	<u>License #</u>	<u>License Type</u>	<u>Status</u>	<u>Issued</u>	<u>Expires</u>	<u>Address</u>	<u>Complex</u>	<u>Council</u>
15748	Southview Wellness	00016349	Massage Therapy	A	10/09/2025	05/31/2026	625 Southview Blvd		10/20/2025
15745	ThriveGate Five LLC	00016346	Rental Housing	A	10/08/2025	05/31/2026	105 10th Ave N		10/20/2025
15214	Jose Ruacho-Valtierrez	00016345	Rental Housing	A	10/03/2025	05/31/2026	1420 6th Ave S		10/20/2025
15749	Brennan William Schachtner	00016350	Rental Housing	A	10/09/2025	05/31/2026	1442-1444 7th Ave S		10/20/2025
15587	William Purdy	00015938	Rental Housing	A	10/07/2025	05/31/2026	225 Richmond St W		10/20/2025



CITY COUNCIL AGENDA REPORT

DATE: October 20, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Acceptance of Gift Donations

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

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

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Donation Resolution - 2025-116

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-116

Acceptance of Gift Donations

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

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

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

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

<u>Name of Donor</u>	<u>Value of Donation</u>	<u>Designation</u>
Twin City Hide	\$5,000.00	Police Outreach

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

Adopted this 20th day of October 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: October 20, 2025
DEPARTMENT: City Administrator
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 8.E.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Services Agreement with South Metro Fire Department

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Through consent, motion to approve 2026 - 2027 Services Agreement with South Metro Fire Department.

OVERVIEW

The existing Services Agreement between South Metro Fire Department and the Cities of South St. Paul and West St. Paul expires on December 31, 2025. A proposed agreement for 2026 – 2027 will be prepared with no changes (besides the effective dates) to the current agreement proposed at this time. Staff is recommending the approval and execution of the Agreement upon finalization.

SOURCE OF FUNDS

General Fund.

ATTACHMENTS

1. Services Agreement 2024-2025

SERVICES AGREEMENT

THIS AGREEMENT FOR SERVICES is entered into as of January 1, 2024, by and among South Metro Fire Department, a Minnesota joint powers entity, the City of South St. Paul, a Minnesota municipal corporation, and the City of West St. Paul, a Minnesota municipal corporation.

RECITALS

WHEREAS, the City of West St. Paul and the City of South St. Paul formed a joint powers consolidated fire department pursuant to Minnesota Statute, Section 471.59, named the “South Metro Fire Department.”

WHEREAS, the South Metro Fire Department agrees to provide fire prevention, protection, and related services within the corporate limits of the Cities, upon the terms and subject to the conditions of this Agreement.

WHEREAS, each City agrees to provide certain services pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound by the terms and conditions of this Agreement, agree as follows:

ARTICLE ONE **DEFINITIONS**

Section 1.01 **Definitions**. Unless the context clearly indicates a different meaning is intended, the following words and terms shall for the purposes of this Agreement have the meanings given them:

- A. “Agreement” means this Agreement, as it may be amended, supplemented, or restated from time to time.
- B. “Board” means the Board of Directors of South Metro Fire Department.
- C. “Budget” means the budget adopted annually by the City Councils of the Cities in accordance with the procedure under Sections 7.3, 7.4, and 7.5 of the Joint Powers Agreement.
- D. “Cities” means the City of South St. Paul and the City of West St. Paul; “City” means either one of the Cities.
- E. “City Council” means the governing body of the City of South St. Paul or of the City of West St. Paul.

- F. "Effective Date" means the Operational Date.
- G. "Fire Chief" means the chief of the Fire Department.
- H. "Fire Department" means the South Metro Fire Department.
- I. "Joint Powers Agreement" means the Joint Powers Agreement dated October 25, 2005, between the Cities.
- J. "Operational Date" means the date the employees, capital equipment, personal property and accounts receivable from the West St. Paul Fire Department and the South St. Paul Fire Department are transferred to the South Metro Fire Department and it becomes fully functional and operational.
- K. "Parties" and "Party" means all of the entities named in the preamble of this Agreement, or any one of them.
- L. "Service Center" means the South St. Paul Municipal Service Center that provides Vehicle Maintenance Services as outlined in Article Five.
- M. "Station 1" means the portion of the building that the Fire Department leases from West St. Paul.
- N. "Station 2" means the portion of the building that the Fire Department leases from South St. Paul.
- O. "Uncontrollable Circumstances" means a delay resulting from a cause over which the Party required to make performance does not have control and that cannot or could not have been avoided by the exercise of reasonable care, including acts of God, accidents, war, civil unrest, embargoes, strikes, litigation, and delays of other Parties in the performance of its obligations under or incidental to this Agreement.

ARTICLE TWO

FIRE SERVICES

Section 2.01 **Engagement for Fire Services.** The Cities hereby engage the Fire Department to furnish Fire Services as of its Operational Date, within the present and future corporate limits of the Cities, and the Fire Department agrees to provide the Fire Services upon the terms and subject to the conditions of this Agreement, and subject to the occurrence of Uncontrollable Circumstances. In the event of Uncontrollable Circumstances, the Fire Chief shall have the discretion to allocate resources as deemed in the best interest of the Parties.

Section 2.02 **Definition of Fire Services.** "Fire Services" means fire prevention services, fire protection services, and related services, including structural fire fighting, fire suppression, rescue, hazardous materials operational level response, fire code inspection and enforcement, fire code, confined space operational level response, preconstruction building plan review, fire

investigation, vehicle extrication, basic life support, emergency medical services, public education about fire prevention and safety, and fire cause and origin determination.

Section 2.03 **Leased Space.** Each City shall provide and maintain adequate facilities within its jurisdiction in which the Fire Department Station 1 and Station 2 shall be located, pursuant to lease agreements entered into by each City with the Fire Department.

ARTICLE THREE **BUDGET MATTERS**

Section 3.01 **Budget Process.** The Fire Department shall provide each City Council with its proposed gross Budget by July 31 each year. Each City shall equally share the cost of the annual Budget, which shall be due and payable in quarterly installments on January 1, April 1, July 1 and a final payment reconciling the balance due by October 31.

Section 3.02 **Advances in the Budget.** The Fire Department may request an advance from each City for a payment not yet due, but at no point shall the total annual payments made to the Fire Department by each City exceed its portion of the amount of the Budget, unless approved by both City Councils. Each City agrees to pay such advance within 30 days of the request.

Section 3.03 **Judgment and Liabilities.** In the event that the Fire Department is levied a judgment or liability or incurs an unanticipated and reasonably necessary expense that is not covered by insurance or another funding source, each City shall equally share the costs of such judgment, liability or necessary expense and shall pay the Fire Department within 30 days of the request by the Fire Department.

Section 3.04 **Quarterly Reporting to Councils.** The Fire Chief shall present written budget reports to the City Councils on a quarterly basis, or more often, if so requested by the Councils.

Section 3.05 **Audit.** The Board shall cause an annual audit of the financial affairs of the Fire Department to be performed by an independent certified accountant in accordance with generally accepted auditing principles. A copy of the audit shall be provided to each City Council by June 30 of each year, unless an extension is approved by both city Councils.

Section 3.06 **Billing Residents.** The Fire Department may charge property owners, residents or non-residents who use the Fire Services by directly invoicing them for Fire Services provided, including, but not limited to ambulance fees, fire permits, special equipment costs, false alarms, hazardous material response and inspections.

ARTICLE FOUR **FINANCIAL SERVICES**

Section 4.01 **Contributed Financial Services.** West St. Paul shall provide the Fire Department with Financial Services on the attached Exhibit A.

ARTICLE FIVE

VEHICLE MAINTENANCE SERVICES

Section 5.01 **Contributed Vehicle Maintenance Services.** Fire Department shall engage South St. Paul to provide Vehicle Maintenance Services for all vehicles owned and operated by the Fire Department to keep them in good, operating condition. The Vehicle Maintenance Services shall be performed pursuant to the schedule provided on Exhibit B. The Fire Department may elect to undertake simple repairs and parts replacements when South St. Paul maintenance services are not available or when the Department can more practicably perform the work. Upon submittal of an appropriate parts billing invoice, South St. Paul shall duly reimburse the Department for that part's cost.

Section 5.02 **Definition of Vehicle Maintenance Services.** "Vehicle Maintenance Services" means scheduled, preventative, and/or routine vehicle maintenance such as oil changes, tire changes, brake servicing, tune-ups, replacement of filters, and coolant flushing. It also includes routine and ordinary repair and replacement of damaged, failing or worn vehicle components, including batteries and headlights. Vehicle Maintenance Services does not include the purchase of tires for engine and ladder trucks, bodywork or the repair or replacement of ancillary equipment related to the fire fighting operations.

Section 5.03 **Location of Services.** Most truck chassis repairs shall be performed at the South St. Paul Municipal Service Center, with the exception of pump testing, spring repair and tire repair. The Service Center will stock items needed for routine and ordinary maintenance. In unique cases, the work may be performed at Station 1, Station 2 or roadside.

ARTICLE SIX

INFORMATION TECHNOLOGY MATTERS

Section 6.01 **Contributed Information Technology Services in West St. Paul.** The Fire Department shall engage West St. Paul to provide Information Technology Services to the Fire Department for the members of the Fire Department in Station 1 at no cost to the Fire Department.

Section 6.02 **Contributed Information Technology Services in South St. Paul.** The Fire Department shall engage South St. Paul to provide Information Technology Services to the Fire Department for the members of the Fire Department in Station 2 at no cost to the Fire Department.

Section 6.03 **Definition of Information Technology Services.** "Information Technology Services" means first-response trouble-shooting of computer and Internet systems, basic systems maintenance and user support.

ARTICLE SEVEN

INDEMNIFICATION

Section 7.01 **Mutual Indemnification.** The Parties shall mutually indemnify and hold each other, and each of their respective elected official, officers, and employees, harmless from

and against any and all liability and expense of any kind, including legal costs and reasonable attorneys' fees, arising from the negligent acts or omissions of the other Parties, their elected officials, officers, and employees with respect to their performance of this Agreement.

Section 7.02 **Liability Limitation**. The indemnity under Section 8.01 above does not constitute a waiver by any of the Parties of limitations of liability provided by applicable Minnesota law, including Minnesota Statutes, Chapter 466.

ARTICLE EIGHT **INSURANCE**

Section 8.01 **Insurance**. The Parties and their personnel shall be covered by a policy or policies of general liability insurance in amounts of coverage not less than the limitations of liability under Minnesota Statute, Section 466.04, as it may be amended from time to time, or a successor statute.

ARTICLE NINE **TERM**

Section 9.01 **Term**. This Agreement shall be effective on January 1, 2024, and shall continue until December 31, 2025, unless terminated (a) by agreement of the Parties; or (b) upon dissolution of the Fire Department under Article Nine of the Joint Powers Agreement.

ARTICLE TEN **GENERAL PROVISIONS**

Section 10.01 **Notices**. Each notice, approval, consent, communication, and delivery required or permitted under this Agreement shall be delivered in person, by facsimile transmission, or first class mail to facsimile numbers or addresses provided below and shall be deemed received (a) if delivered in person, on the date of personal delivery; (b) if transmitted by facsimile, on the date of telephonic confirmation of receipt; or (c) if sent by first class mail, on the third business day after mailing.

If to the City of South St. Paul:

City of South St. Paul
Municipal Building
125 Third Avenue North
South St. Paul, MN 55075
Attn: City Administrator
Fax: (651) 554-3201

If to the City of West St. Paul:

City of West St. Paul
City Hall
1616 Humboldt Avenue
West St. Paul, MN 55118
Attn: City Manager
Fax: (651) 552-4190

If to Fire Department, by certified mail: South Metro Fire Department
1650 Humboldt Avenue
West St. Paul, MN 55118
Attn: Fire Chief
Fax: (651) 552-4195

Any Party, by written notice to the other Parties, may change its address or addressee.

Section 10.02 **Counterparts**. This Agreement may be signed in more than one counterpart, each of which shall be deemed to be an original, but all of which taken together shall be deemed a single instrument.

Section 10.03 **Effect of Termination**. This Agreement shall continue in effect upon and after its termination, to the extent necessary for the enforcement of any of its provisions that apply subsequent to any such termination.

Section 10.04 **Non-assignability**. A Party shall not assign any interest in this Agreement nor shall transfer any interest in the same, without the prior written consent of the other Parties.

Section 10.05 **Alteration**. Any alteration, amendment, variation, modification, or waiver of the provision(s) of this Agreement shall not be valid until it has been reduced to writing and signed by the Parties.

Section 10.06 **Waiver**. The waiver of any of the rights or remedies under this Agreement on any one occasion by any Party shall not constitute a waiver of any rights or remedies with respect to any subsequent breach or default of the same terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 10.07 **Severability**. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be unenforceable.

Section 10.08 **Governing Law**. This Agreement shall be governed by, and construed in accordance with the laws of the State of Minnesota.

Section 10.09 **Headings**. The headings to the sections of this Agreement are only for convenience of reference and are not intended, nor shall they be construed, to modify, limit, or expand the intent of the Parties as expressed in this Agreement.

Section 10.10 **Further Actions**. The Parties agree to execute such further documents and take such further actions as may reasonably be required to carry out the provisions and intentions of this Agreement.

Section 10.11 **Parties in Interest**. This Agreement shall be binding upon and inure solely to the benefit of the Parties, and nothing in this Agreement, express or implied, is intended

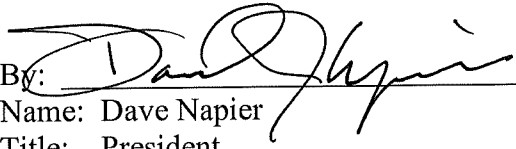
to confer upon any other person or entity any rights or remedies of any nature under or by reason of this Agreement.

Section 10.12 **Effective Date.** This Agreement shall be effective as of the date first written above.

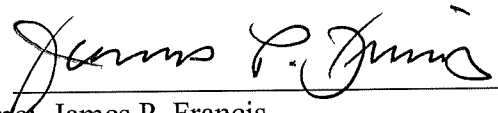
Section 10.13 **Review of Services.** Services contributed by each City shall be reviewed biennially by the Fire Chief as to whether the monetary value of the contributed services is roughly equivalent. Unresolved differences of opinion from the Parties about the rough equivalence of contributed services shall be forwarded to the South Metro Fire Board for consideration and direction.

The Parties have executed this Agreement by their respective duly authorized representatives in the date set forth opposite their names.

Dated: _____, 2023. SOUTH METRO FIRE DEPARTMENT

By: 
Name: Dave Napier
Title: President

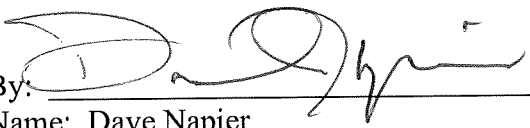
Dated: November 20, 2023. CITY OF SOUTH ST. PAUL

By: 
Name: James P. Francis
Title: Mayor

and

By: 
Name: Deanna Werner
Title: City Clerk

Dated: November 13, 2023. CITY OF WEST ST. PAUL

By: 
Name: Dave Napier
Title: Mayor

and

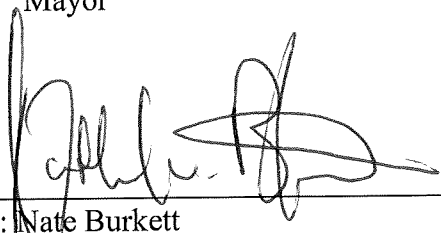
By: 
Name: Nate Burkett
Title: City Manager

EXHIBIT A
FINANCIAL SERVICES

- Prepare and submit all W-9s and 1099s.
- Enter receipts into New World accounting system
- Prepare various financial related reports as needed
- Cash-flow analysis and recommendations
- Reconcile bank statements on a monthly basis
- Prepare and track federal and state gas tax refunds
- Prepare and track quarterly MN Care tax payments
- Reconcile petty cash and operating cash funds as needed
- Coordinate annual audit and prepare audit workpapers

EXHIBIT B
VEHICLE MAINTENANCE SERVICES SCHEDULE

- Front line trucks will be serviced every 200 hours.
- Front line ambulances will be serviced every 3000 miles.
- Second line trucks will be serviced two (2) times per year.
- Administrative vehicles will be serviced every 3,000 miles.
- Trailers, boats and ATV will be serviced one (1) time per year and inspected periodically for safety defects.
- One (1) time per year a Department of Transportation inspection will be included in one of the regular scheduled services for the above vehicles. No certificate is required; however, all forms related to such inspection shall be completed by the Service Center and submitted to the Fire Department.
- All vehicles will have a service slip outlining repair or Preventative Maintenance initiated by the Fire Department. Forms will be completed by the Service Center and returned with the vehicle.
- All phone calls to the Service Center will be returned within 4 hours.
- The Fire Department will forward to the Service Center staff all NIOSH safety directives. The Service Center personnel will review the documentation and reports.



CITY COUNCIL AGENDA REPORT

DATE: October 20, 2025
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.F.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Grant Agreement with MNDOT for Airport Maintenance and Operations at the South St. Paul Airport

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution No. 2025-92 Approving Grant Agreement for Airport Maintenance and Operations.

OVERVIEW

The State of Minnesota acting through the Minnesota Department of Transportation (MnDOT) has provided funds to the South St. Paul Airport for the maintenance and operation of Fleming Field. MnDOT will reimburse the Airport for 75% of the eligible maintenance and operation costs not reimbursed by any other source, not to exceed \$36,846.54 of state aid for each state fiscal year. The total obligation of State Aid for all compensation and reimbursements to the airport under this contract will not exceed \$73,693.07 for both state SFY2026 and SFY2027.

The agreement (Contract Number 1060372) has sixteen contract terms, which the airport must meet and maintain. They include such items such as: the recipient's duties under the agreement, complying with State Statutes and Federal laws, third-party contracting requirements with the procurement of goods, State Audits, indemnification, data practices, workers' compensation, and additional requirements as listed on the agreement. The agreement will be effective from the date MnDOT obtains all required signatures.

SOURCE OF FUNDS

ATTACHMENTS

1. South-Saint-Paul_MO26-27_State Grant Agreement
2. Aeronautics Sample Resolution for M&O Grant Agreement
3. SFY26-27 M&O Grant Resolution 10-14-25

**STATE OF MINNESOTA
STATE AIRPORTS FUND
AIRPORT MAINTENANCE AND OPERATIONS GRANT AGREEMENT**

State Project Number (S.P.): A1903-MO26

State Project Number (S.P.): A1903-MO27

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of South Saint Paul, 1725 Henry Avenue, South Saint Paul, MN 55075 acting through its City of South Saint Paul-City Council (“Grantee”) (“Agreement”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize the State to provide financial assistance to airports for maintenance and operations activities.
2. Grantee owns, operates, or controls an airport (“Airport”) in the state system, and desires financial assistance from the State for maintenance and operations activities for State Fiscal Year 2026 and State Fiscal Year 2027.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the State.

AGREEMENT TERMS

1. Term of Agreement and Survival of Terms

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully executed.
- 1.2. **Expiration Date.** This Agreement will expire on June 30, 2027.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, but not limited to, the following clauses: Indemnification; State Audits; Government Data Practices; Governing Law, Jurisdiction and Venue; and Data Disclosure.

2. Grantee’s Duties

- 2.1. **Airport Use.** In accordance with Minnesota Statutes §360.305, subd. 4, Grantee must operate and maintain the Airport, for the use and benefit of the public, in a safe, serviceable manner for aeronautical purposes only for a period of one (1) year from the date Grantee receives final reimbursement under this Agreement.
- 2.2. **Grounds Maintenance.** Grantee will keep the runway and the area around the lights at the Airport mowed and plowed. The grass must be mowed at least seven (7) feet beyond the lights and must not exceed six (6) inches in height on the landing area. The areas around any navigational aids must be sufficiently mowed and plowed to keep the area clear for vehicle access. If the Airport remains operational during the winter months, Grantee will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snowbanks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.3. **Periodic Paint Striping.** If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Agreement, Grantee will cooperate with the marking operation. Grantee must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.4. **Inspections.** Grantee will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.5. **Third-Party Contracting.** Grantee will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Agreement.

3. Grantee's Assurances

- 3.1. Grantee represents and warrants that Grantee has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§360.061 to 360.074.
- 3.2. Grantee will comply with all required grants management policies and procedures set forth in Minnesota Statutes §16B.97 subd. 4(a)(1).

4. Consideration and Payment

- 4.1. **Consideration.** State will pay for all eligible maintenance and operations costs incurred by Grantee under this Agreement as follows:
 - 4.1.1. **Basis.** Grantee will be reimbursed for 75% of all eligible maintenance and operations costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative or their designee according to the State's Funding Eligibility Guidance, which is available at:
<https://www.dot.state.mn.us/aero/airportdevelopment/fundingandgrants.html>
 - 4.1.2. **Fiscal Year Obligations.** State has currently obligated \$36,846.54 in each state fiscal year to reimburse 75% of eligible costs incurred by Grantee during each fiscal year and will be capped at this amount for each fiscal year. Any funding granted but not requested for reimbursement within the first fiscal year will not roll over into the second fiscal year.
 - 4.1.3. **Total Obligation.** The State's total obligation for all compensation and reimbursements to Grantee under this Agreement will not exceed \$73,693.07 (reflecting state fiscal years 2026 and 2027 combined obligations).
- 4.2. **Payment.**

- 4.2.1. **Invoices.** Grantee must submit detailed reimbursement requests for its eligible costs to the State's Authorized Representative on a quarterly basis or as otherwise directed by State's Authorized Representative. Invoices for expenses incurred after grant funds were encumbered by the State, but before the Effective Date of this Agreement, may not be submitted for reimbursement until after the Effective Date of this Agreement. The State's Office of Aeronautics will supply the reimbursement request forms that Grantee must submit. Reimbursement requests must be submitted according to the following schedule:

- Quarter 1 (Jul. 1st – Sept. 30th): **On or after October 1, and no later than November 15;**
- Quarter 2 (Oct. 1st – Dec. 31st): **On or after January 1, and no later than February 15;**
- Quarter 3 (Jan. 1st – Mar. 31st): **On or after April 1, and no later than May 15;** and
- Quarter 4 (Apr. 1st – Jun. 30th): **On or after July 1, and no later than August 15.**

The State may reject any costs submitted for reimbursement that the State determines, in its sole discretion, are not eligible maintenance and operations expenses. Any invoices not received by the State's Authorized Representative by December 31st of the fiscal year in which the expenses were incurred will be ineligible for reimbursement and rejected.

- 4.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at the State's discretion.
- 4.2.3. **Progress Reports.** The State may, at its sole discretion, require Grantee to submit quarterly progress reports in addition to its invoices. If so requested, the State will provide a progress report form for Grantee's completion and submittal with its invoices.
- 4.2.4. **The State's Payment Requirements.** The State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. The State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices and progress reports, if requested by the State, for services performed. If an invoice is incorrect, defective or otherwise improper, the State will notify Grantee within ten (10) days of discovering the error. After the State receives the corrected invoice, State will pay Grantee within thirty (30) days of receipt of such invoice.
- 4.2.5. **Grant Monitoring Visit and Financial Reconciliation.** If the State's total obligation is greater than \$50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than \$250,000.00, the State will conduct annual monitoring visits and financial reconciliations of Grantee's expenditures. The State's Authorized Representative will notify Grantee's Authorized Representative where and when monitoring visits and financial reconciliations will take place, which state employees and Grantee staff members should be present, as well as which, if any, of Grantee's contractors or consultants, or their agents, are required to participate. Grantee will be provided at least seven (7) days' notice prior to monitoring visits and/or financial reconciliations. Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.2.6. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

5. **Conditions of Payment.** All services provided by Grantee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law. In the event the Airport fails to pass any periodic inspection conducted by a representative of the State's Office of Aeronautics, Grantee will not receive payment under this Agreement until all deficiencies identified by any such inspection have been rectified to the Office of Aeronautics' satisfaction.

6. Authorized Representatives

- 6.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator
 Address: Office of Aeronautics
 395 John Ireland Boulevard, Mail Stop 410
 Saint Paul, Minnesota 55155
 E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or their successor, will monitor Grantee's performance and has the authority to accept or reject the services provided under this Agreement. If the Grantee's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 6.2. **Grantee's Authorized Representative.** Grantee's Authorized Representative will be:

Name/Title: Andrew Wall, Airport Manager
 Address: 1725 Henry Avenue, South Saint Paul, MN 55075

Telephone: (651) 554-3338
E-Mail: awall@southstpaul.org
If Grantee's Authorized Representative changes at any time during this Agreement, Grantee must immediately notify State.

7. Assignment; Amendments; Waiver; Agreement Complete; Electronic Records; Certification

- 7.1. **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
 - 7.2. **Amendments.** An amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
 - 7.3. **Waiver.** If the State fails to enforce any provision of this Agreement, such failure does not waive the provision or the State's right to subsequently enforce it.
 - 7.4. **Agreement Complete.** This Agreement contains all prior negotiations and agreements between the State and Grantee. No other prior understanding regarding this Agreement, whether written or oral, may be used to bind either party.
 - 7.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
 - 7.6. **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.
8. **Liability and Indemnification.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grantee. Notwithstanding the foregoing, Grantee will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs, and expenses, including reasonable attorneys' fees, arising in connection with the services performed under this Agreement, asserted by, or resulting from the acts or omissions of Grantee's contractors, consultants, agents or any other third parties under the direct control of Grantee.
9. **State Audits.** Under Minnesota Statutes § 16B.98 subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this grant Agreement, or transactions resulting from this Agreement, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the expiration of this Agreement or receipt and approval of all final reports, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.
10. **Government Data Practices.** Grantee and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Grantee under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to herein, Grantee must immediately notify the State and consult with the State as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.
11. **Workers' Compensation.** Grantee certifies that it is in compliance with Minnesota Statutes §176.181, subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered state employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of Grantee's employees, as well as any claims made by any third party as a consequence of any act or omission on the part of Grantee's employees are in no way the State's obligation or responsibility.

12. **Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Data Disclosure.** Under Minnesota Statutes §270C.65, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.
14. **Termination and Suspension**
- 14.1. **Termination by the State.** The State or Commissioner of Administration may unilaterally terminate this Agreement at any time, with or without cause, upon written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. **Termination for Cause.** The State may immediately terminate this Agreement if the State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3. **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature or if funding cannot be continued at a level sufficient to pay for the services contracted for under this Agreement. Termination must be by written or fax notice to Grantee. The State is not obligated to pay for any services that are performed after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4. **Suspension.** The State may immediately suspend this Agreement in the event of a total or partial government shutdown due to its failure to pass an approved budget by the legal deadline. Work performed by Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
15. **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee has been awarded funds for the Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.
16. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every agreement for or on behalf of the State, or any county, city, town, township, school, school district or any other district in the State, for materials, supplies or construction will contain provisions by which Grantee agrees that:
- 16.1. In the hiring of common or skilled labor for the performance of any work under any agreement, or any sub-agreement, no contractor, material supplier, vendor, or other agent of Grantee will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

- 16.2. No contractor, material supplier, vendor, or other agent of Grantee will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified herein, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any agreement on account of race, creed or color;
 - 16.3. A violation of this Section is a misdemeanor; and
 - 16.4. Any subsequent violations of this Section may result in the termination of this Agreement and any sub-agreements by the State, or any county, city, town, township, school, school district or other entity or person authorized to enter into agreements for employment, and all money due, or to become due, under this Agreement or any sub-agreements may be forfeited.
17. **Limitation.** Under this Agreement, the State is only responsible for disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by Grantee; however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its agreements with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.*

By: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

GRANTEE

Grantee certifies that the appropriate persons have executed this Agreement on behalf of Grantee as required by applicable articles, bylaws, ordinances, or resolutions.

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION
(with delegated authority)

By: _____

MnDOT CONTRACT MANAGEMENT

By: _____

**RESOLUTION APPROVING
AIRPORT MAINTENANCE AND OPERATIONS GRANT AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION**

It is resolved by the _____ as follows:
[GRANTEE NAME]

- That it has applied for and been awarded an Airport Maintenance and Operations Grant Agreement by the Minnesota Department of Transportation, Agreement Number _____ (“Agreement”);
- That it hereby agrees to the terms and conditions of the Grant Agreement; and
- That the proper signing officers are hereby authorized to execute the above-referenced Grant Agreement and any amendments thereto on behalf of the _____.
[CITY/COUNTY/TOWNSHIP]

Adopted by the _____ on this _____ day of _____, _____.
[GRANTEE NAME]

By: _____

Print Name: _____

Title/Date: _____

ATTESTATION:

(different authorized signor than above)

By: _____

Print Name: _____

Title/Date: _____

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-114

**RESOLUTION RELATING TO AIRPORT:
APPROVING GRANT AGREEMENT FOR AIRPORT MAINTENANCE AND
OPERATIONS**

WHEREAS, The City Council has reviewed and considered the agreement for state financial assistance for airport maintenance and operations expenses between the City of South St. Paul and the State of Minnesota for the South St. Paul Municipal Airport

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

1. That the State of Minnesota Contract No. 1060372, "State of Minnesota Airport Maintenance and Operation Grant Contract," at the South St. Paul Municipal Airport is hereby accepted.
2. That the Mayor and the City Clerk are hereby authorized and directed to execute this agreement and any amendments in the name and on behalf of the City of South St. Paul in the form hereby approved

Adopted this 20th day of October 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: October 20, 2025
DEPARTMENT: Public Works
PREPARED BY: Howie Steenberg
AGENDA ITEM NUMBER: 8.G.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Bid from DC Well Drilling for the Repair of Well #1

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve the bid from DC Well Drilling to purchase and perform the work to rebuild Well #1 in the amount of \$138,739.00.

OVERVIEW

Well #1 casing has rusted away and caused pump to drop to the bottom of the well. DC Well Drilling removed the pump and pipe to access the repair. It has been recommended to replace the casing with stainless steel pipe to extend the life of this maintenance by almost double. This was last done 10 years ago. The 100 Hp motor will also be reconditioned as part of this repair.

- 10" Regular steel pipe \$93,839.00
- 10" Stainless steel pipe \$44,900.00

Total \$138,739.00

SOURCE OF FUNDS

Water Fund

ATTACHMENTS

1. Estimate_2326_from_DC_Well_Drilling

DC Well Drilling

21705 Ravenna Trl
Welch, MN 55089 US
(651) 437-5040
info@dcwelldrilling.com
http://dcwelldrilling.com



Estimate

ADDRESS

South Saint Paul
400 Richmond St E
South Saint Paul, MN 55075

ESTIMATE 2326
DATE 03/14/2023
EXPIRATION DATE 07/14/2023

DESCRIPTION	QTY	RATE	AMOUNT
Well # 1 Remove Pipe and pump. Replace everything. Pump rusted off and dropped to bottom of the well.			
Re-condition 100 hp motor	1	6,550.00	6,550.00
12MC - 5 Stage W/L Bowl Assembly with 10" Suction. Bowls, 907LF Bronze Bearings, 416SS Shaft, Single Plane Balanced 304SS Impellers, 416SS Taperlocks, 10" Discharge, 18-8SS Bolts, Factory Standard Coating OD	1	19,855.00	19,855.00
CONE STRAINER Stainless Steel	1	1,970.00	1,970.00
Discharge packing and bearing	1	1,430.00	1,430.00
280' Column A53B SCH 40 Assembly Complete with 416SS Shaft & 416SS Coupling, Rubber Insert, SS Sleeves, 304SS Spiders, Mill Finish Coating ID/OD	1	47,808.00	47,808.00
Hoist truck, Crane, & labor	20	700.00	14,000.00
Labor for work performed at shop	5	200.00	1,000.00
Chlorinate well	1	350.00	350.00
1" PVC and fittings	1	876.00	876.00
			Subtotal: 93,839.00
Option #1 10" stainless steel SCH40 Add To line 6	0	44,900.00	0.00
Option #2 10" Flanged Column Add to line 6	0	162,200.00	0.00

TERMS: ALL ACCOUNTS ARE DUE UPON COMPLETION OR MORTGAGE CLOSE. 1.5% WILL BE CHARGED PER MONTH ON ALL ACCOUNTS NOT PAID IN FULL WITHIN 30 DAYS UNLESS SPECIFIC ARRANGEMENTS HAVE BEEN MADE. PERSONS OR COMPANIES FURNISHING LABOR FOR THE IMPROVEMENTS OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED LAND IF THEY ARE NOT PAID FOR THEIR CONTRIBUTION,

TOTAL

\$93,839.00

EVEN IF SUCH PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP
WITH THE OWNER.

Accepted By

Accepted Date



CITY COUNCIL AGENDA REPORT

DATE: October 20, 2025
DEPARTMENT: City Administrator
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 8.H.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Memorandum of Understanding - Cable Franchise Fee (NDC4)

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Through Consent, motion to approve a Memorandum of Agreement by and between Northern Dakota County Cable Communications Commission (NDC4) and its seven member cities, and to authorize the Mayor to execute the Agreement on behalf of the City of South St. Paul

OVERVIEW

In October 2024, the City Council approved a Memorandum of Agreement with Northern Dakota County Cable Communications Commission (NDC4) and its seven member cities which resulted in an agreed-upon reduction of franchise fee payments collected by each member City, including South St. Paul. As discussed in 2024, NDC4 continues to realize declining revenues largely due to the fact that Cable Franchise Fees, paid by the cable provider for use of the public right-of-way for their cable transmission infrastructure, continue to decline with each passing year as more households “cut the cord”.

Franchise fees typically have accounted for more than 95% of all NDC4 revenues, and have been trending downward since at least 2018 at rates of 2% - 5% per year. In light of these trends, NDC4 has budgeted for continued and increasing reduction of franchise fee revenues for upcoming budget years. In 2023, cable franchise fees collected by NDC4 totaled \$1,012,339, and that number declined to \$935,262 in 2024. In 2024 (based on 2023 fees collected), South St. Paul received just under \$50,000 as our share of franchise fees, based upon the longstanding joint powers agreement which allocated 25% of Franchise Fee Revenues collected to the seven NDC4 member communities (Inver Grove Heights, Lilydale, Mendota, Mendota Heights, South St. Paul, Sunfish Lake, and West St. Paul). The MOU approved last year reduced the amount of Franchise Fees payable to the communities to 12.5% for FY2024 (paid in April 2025) and to 6.25% for FY2025 (payable in April 2026). NDC4 Executive Director Beth Baumann has approached staff of the member communities with a request for an updated MOU that would decrease the FY2026 Franchise Fee payable to member communities (in April 2027) to 5%, and to reduce (to 0%) the amount for FY2027 - FY2030. Based on current projections, the FY2026 fee amount would be reduced from a projected \$8,620 (at 6.25%) to about \$6,897 and would obviously shrink to \$0 for FY2027 - FY2030 under this proposal.

NDC4 along with their trade association and the League of Minnesota Cities has spent considerable energy in recent legislative sessions to lobby for legislation that sought to “modernize” the funding structure impacting NDC4 and all other similar organizations throughout the state. To boil it down, currently franchise fees are only applied to cable providers on their cable revenues; there is no requirement that revenues generated by these same providers, in these same public rights-of-way, for broadband/internet services that they deliver be assessed a franchise fee. NDC4 and their partners ultimately have not found success with the state in passing new legislation to funding formulas for franchise fees. Unfortunately, these legislative advocacy efforts have not borne any fruit.

In summary, NDC4 and local access media companies in general are facing declining revenues, an antiquated funding formula, and the challenges of reducing expenditures. As such, NDC4 needs to stretch the limited (and declining) revenues that are collected through the Franchise Fee program - along with making cuts where necessary - in order to healthily sustain its service to the community.

SOURCE OF FUNDS

Cable Franchise fees collected by South St. Paul, which for 2026 are estimated at approximately \$8,620 per last year's MOU, are treated as franchise fee revenue in the City’s General Fund Budget. The extension/change as proposed in the MOU would reduce the Franchise Fees payable in 2027 by about \$1,800. FY2027 - FY2030 Franchise Fees would be \$0 under the proposal, which we would need to take into account in those budget years.

ATTACHMENTS

1. Cable Franchise Fee MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is by and between Northern Dakota County Cable Communications Commission (“Commission”) and the cities of Inver Grove Heights, Lilydale, Mendota, Mendota Heights, South St. Paul, Sunfish Lake, and West St. Paul, Minnesota (“Member Municipalities”) (each individually a “Party” and collectively referred to as the “Parties”).

RECITALS:

1. The Commission is governed by the Amended Joint and Cooperative Agreement adopted by the Member Municipalities (“JPA”); and
2. In the fall of 2020, the Member Municipalities each adopted an ordinance granting a cable franchise to Comcast of St. Paul, Inc. (“Comcast”) for a ten (10) year term that obligates Comcast to submit a franchise fee of five percent (5%) of its quarterly gross cable service revenues.
3. Article X, Section 5 of the JPA provides that the Commission shall collect all franchise fees paid by Comcast and shall annually pay (payment remitted in April of the following year) the Member Municipalities twenty-five percent (25%) of the franchise fees received by the Commission (“Annual Contribution”); and
4. The number of Comcast cable subscribers in the Member Municipalities continues to decrease, resulting in lower franchise fee payments received by the Commission; and
5. As of April 2024, the Commission is subject to newly mandated Web Content Accessibility Guidelines (“WCAG”), including captioning, descriptive text for all meaningful images, and keyboard navigation; and
6. The Commission must comply with such WCAG by April 2026; and
7. The Commission is expected to expand and enhance technical support for video and web streaming for residents in the Member Municipalities; and
8. The Member Municipalities recognize that the Commission may require significant resources to expand accessibility in accordance with the WCAG and enhance technical support, programming, livestreaming, and download capabilities within all Member Municipalities; and
9. The Parties further desire to reduce the Annual Contribution to further assist the Commission; and
10. This MOU has been negotiated in good faith by the Parties.

NOW THEREFORE, the Commission and the Member Municipalities agree as follows:

1. This MOU shall become effective on December 1, 2025.
2. The Annual Contribution set forth in Article X. Section 5 of the JPA shall be reduced as follows:

- a. 6.5% for 2025 (received by the Member Municipalities in April 2026);
 - b. 5% for 2026 (received by the Member Municipalities in April 2027);
 - c. 0% for 2027 (received by the Member Municipalities in April 2028);
 - d. 0% for 2028 (received by the Member Municipalities in April 2029); and
 - e. 0% for 2029 (received by the Member Municipalities in April 2030); and
 - f. 0% for 2030 (received by the Member Municipalities in April 2031).
3. This MOU will be governed by and interpreted and construed in accordance with the laws of the State of Minnesota.
4. This MOU may be amended at any time by written agreement between the Parties.
5. This MOU may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this MOU delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this MOU.

IN WITNESS WHEREOF, this MOU has been executed by the duly authorized representatives of the Parties as set forth below.

Signature page to follow.

**NORTHERN DAKOTA COUNTY
CABLE COMMUNICATION COMMISSION**

By: _____
Mickey Kieffer, Chair

Dated: _____, 2025

CITY OF INVER GROVE HEIGHTS

By: _____

Printed Name: _____

Title: _____

Dated: _____, 2025

CITY OF LILYDALE

By: _____

Printed Name: _____

Title: _____

Dated: _____, 2025

CITY OF MENDOTA

By: _____

Printed Name: _____

Title: _____

Dated: _____, 2025

CITY OF MENDOTA HEIGHTS

By: _____

Printed Name: _____

Title: _____ Mayor

Dated: _____, 2025

By: _____

Printed Name: _____

Title: _____ City Clerk

Dated: _____, 2025

CITY OF SOUTH ST. PAUL

By: _____

Printed Name: _____

Title: _____

Dated: _____, 2025

CITY OF SUNFISH LAKE

CITY OF WEST ST. PAUL

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____, 2025

Dated: _____, 2025



CITY COUNCIL AGENDA REPORT

DATE: October 20, 2025
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.I.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Closeout and Final Reimbursement for the Taxiway A Design Project

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution 2025-115 for the Closeout and Final Reimbursement for the Taxiway A Design Project at the South St. Paul Airport

OVERVIEW

The South St. Paul Airport completed a Taxiway A Design Project in 2023. This project consisted of the design of the Taxiway A Reconstruction Project that was completed in 2024.

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

Airport Capital Fund

ATTACHMENTS

1. Closeout - SGS Txy A Report
2. SF271-V1.0-print
3. Taxiway A Design Closeout Resolution 10-20-25

PROJECT CLOSEOUT REPORT

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

Taxiway A Reconstruction

**AIP 3-27-0093-024-2022
State Grant Number A1903-79**

February 2025

A. Project Summary

Airport: South St. Paul Municipal Airport – Richard E. Fleming Field Airport

Location: South St. Paul, Minnesota

Project Number: 3-27-0093-024-2022

Grant Agreement Acceptance Date: August 8, 2022

Grant Agreement Amount: \$253,170.00

Maximum Existing Grant Obligation: \$253,170.00 (FY 2022 - \$150,000 and FY 2023 - \$103,170)

Sponsor(s): City of South St. Paul, Minnesota

Basic Federal Participation Rate: 90% (AIP)

Project Description (with all amendments): Shift Taxiway A (Design Only)

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

B. Executive Summary

Land – Not Applicable

Construction – Not Applicable.

Engineering – The design engineering services for the project were accomplished by Short Elliott Hendrickson (SEH) Inc. SEH was awarded the design contract in the amount of \$273,300.00.

Administration – There were no advertisement fees associated with this project. An independent fee estimate was completed by HDR, Inc. in the amount of \$3,000.00.

Equipment – Not Applicable

Other – Not Applicable

Project Summary – The project had a DBE utilization contract goal of 4.8% and completed with an actual goal of 0.0%.

Project Dates

- Submit EDR & 60% Plans – March 2023
- 90 percent review – April 2023
- Permission to Advertise – April 17, 2023
- Bid Opening – May 9, 2023
- Grant Application for Construction Submitted to FAA - June 2023

C. Project Cost Summary

Description	Claimed Cost	FAA Adjustment	FAA Recommended Amount	Other
Administrative				
• IFE	\$3,000.00		\$2,700.00	
Engineering				
• Final Design	\$273,300.00		\$245,970.00	
Land				
Construction				
Equipment				
Other				
Totals:	\$276,300.00		248,670.00	

Federal Share @ 90% (Maximum Grant Obligation \$253,100.00)	\$ 248,670.00
Less Excess Over Maximum Obligation:	\$ 0.00
Less Previous Payments:	\$ 227,853.00
Amount Overpaid:	\$ 0.00
Recommended Total Grant Amount:	\$ 248,670.00
Excess Over Current Maximum Obligation:	\$ 0.00
Recommended Final Payment:	\$ 20,817.00

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. 9/27/2023 – Payment of \$135,000.00
2. 11/16/2023 – Payment of \$86,373.00
3. 2/2025 – Payment of \$6,480.00

E. Change Order Summary

There were no change orders on this project.

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 Consultant	Amount of Contract	DBE Amount	Contract Goal - %	Actual Goal - %
SEH, Inc	\$273,300.00	0.00	4.8	0.0

H. Final Inspection Report and Punch List Item Clearance

Final inspection not required. Design only project.

I. Construction Management Report

No construction management plan was required for this project.

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 \$20,817.00 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 3-27-0093-024-2022	
5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST Final	6. EMPLOYER IDENTIFICATION NUMBER 	7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER NQ4DQJ4HQM55	
8. PERIOD COVERED BY THIS REQUEST From: 05/01/2022 To: 01/31/2025			
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	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
b. Preliminary expense				
c. Land, structures, right-of-way				
d. Architectural engineering basic fees	273,300.00	0.00	0.00	273,300.00
e. Other architectural engineering fees	3,000.00	0.00	0.00	3,000.00
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				
l. Equipment				
m. Miscellaneous cost				
n. Total cumulative to date (sum of lines a thru m)	276,300.00	0.00	0.00	276,300.00
o. Deductions for program income				
p. Net cumulative to date (line n minus line o)	276,300.00	0.00	0.00	276,300.00
q. Federal share to date	248,670.00	0.00	0.00	248,670.00
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share (sum of lines q and r)	248,670.00	0.00	0.00	248,670.00
t. Federal payments previously requested	227,853.00			227,853.00
u. Amount requested for reimbursement	\$ 20,817.00	\$	\$	\$ 20,817.00
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)

651.554.3284

b. REPRESENTATIVE CERTIFYING TO LINE 11V

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE SIGNED

TYPED OR PRINTED NAME AND TITLE

Prefix:	Mr.	First Name:	Jason	Middle Name:	
Last Name:	Radde			Suffix:	
Title:	Central Region Engineer				

TELEPHONE (Area code, number, and extension)

612.718.9158

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 of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-115

**RESOLUTION RELATING TO AIRPORT:
APPROVE FINAL CLOSEOUT FOR THE TAXIWAY A DESIGN PROJECT
AT FLEMING FIELD**

WHEREAS, The City Council has reviewed and considered the Closeout of the Taxiway A Design 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 20th day of October, 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: October 20, 2025
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.J.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Land Lease at Fleming Field with Steve Guetter and Kjersti Kittelson

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution No. 2025-117 Approving Land Lease at Fleming Field with Steve Guetter and Kjersti Kittelson

OVERVIEW

The City Council is required to approve land leases at the airport. City staff has prepared a land lease for Lot 21, Block 2, Airport Rearrangement 4th Addition, also known as 1775 Lysdale Lane for Steve Guetter and Kjersti Kittelson on the approved lease form.

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

Airport staff recommends approval of this lease.

SOURCE OF FUNDS

ATTACHMENTS

1. Steve Guetter and Kjersti Kittelson Lease 2025
2. ROFR - Guetter Land Lease Resolution

**AIRPORT LAND LEASE AGREEMENT
[WEST AREA]**

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

AND

**STEVEN T. GUETTER AND
KJERSTI L. KITTELSON**

[TENANT]

INDEX TO LEASE AGREEMENT

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45	Non-Discrimination
46	Severability

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the 20th day of October, 2025, between the City of South St. Paul, a municipal corporation of the State of Minnesota, (“Landlord”) and Steve Guetter and Kjersti Kittelson. (“Tenant”), each of the foregoing being sometimes referred to individually as “party” or collectively as “parties.”

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

SECTION 1 **LEASE**

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

Lot 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 (“Leased Premises”), together with buildings and improvements, if any, located on the Leased Premises. Said Lease Premises has 4,875.0 total square feet.

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

SECTION 2 **LEASE TERM**

The term of this Lease (“Term”) shall be ten (10) years commencing on October 20, 2025 (“Commencement Date”), unless earlier terminated as provided in this Lease.

SECTION 3
LEASE RENEWAL

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

SECTION 4
RENT

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

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

SECTION 5

USE OF LEASED PREMISES

- 5.1 The Leased Premises and the building(s) presently thereon and/or those buildings which will be built thereon by Tenant shall be used solely for the following purposes and for no other purpose by Tenant or by other parties to whom Tenant may assign this Lease: [check use(s)]
- X Aircraft storage and uses customarily incidental to aircraft storage, including aircraft storage for rent
- X Construction of building
- Other (specify) _____
- 5.2 Use of the Leased Premises for any purpose not expressly provided for in this Section shall constitute a default under this Lease unless Landlord provides written approval for such use prior to commencement of the use.

SECTION 6

CONDUCT OF OPERATIONS

- 6.1 In the conduct of their authorized activities on the Leased Premises and in the Airport, Tenant and any person or entity operating under any agreement with Tenant, shall furnish services on a fair, equal and non-discriminatory basis to all users thereof, and shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided,

however, that Tenant and those operating under agreement with Tenant shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

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

SECTION 7

TENANT'S COMMITMENT TO CONSTRUCTION OF BUILDING

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

- (ii) The estimated cost of completing the work;
 - (iii) Unless waived in writing by Landlord, a bond or other security in amount, form and with surety satisfactory to Landlord, conditioned for the commencement and completion and payment for such work, and against loss or damage by reason of mechanic's liens; and
 - (iv) An insurance policy issued by an insurance company approved by Landlord and in an amount satisfactory to Landlord naming Landlord as an additional insured and protecting Landlord from all liability to persons or property for damages arising out of the contemplated work.
- 7.5 Tenant shall only proceed with the construction of a building upon the Leased Premises after receipt of written approval from Landlord for the plans for the building.
- 7.6 Regardless of whether or not the foregoing bonds, security and insurance are waived by Landlord, Tenant shall:
- (i) Prior to the commencement of any construction, repair or alteration, procure from the necessary authorities any building or other permits that may be required;
 - (ii) Do or cause the work to be done in a good and workmanlike manner and to be completed within the required time and in conformity with such building codes, zoning ordinances and regulations and orders of any lawful authority applicable to the Airport;
 - (iii) Keep the Leased Premises and every building, structure and improvement on the Leased Premises free and clear from all liens for labor performed and materials furnished therefore;
 - (iv) Defend, at Tenant's own cost and expense, each and every lien asserted or filed against any portion of the Leased Premises, or against the building, structure or improvement thereon and pay each and every judgment made or given against any portion of the Leased Premises, or against the building, structure or improvement thereon; and
 - (v) Indemnify and hold Landlord harmless from each and every claim, demand, action and cause of action arising out of or in connection with any act or omission of Tenant, or of any agent, employee or contractor of Tenant, with respect to the removal, erection, alteration, enlargement or extension of any building, structure or improvement on the Leased Premises, or arising out of or in connection with the assertion or filing of any lien on said land or against any building, structure or improvement thereon.

SECTION 8

BUILDING MAINTENANCE

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

SECTION 9

INSURANCE

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

such insurance, confirming that premiums thereon have been paid at least one (1) year in advance and confirming that the policies are in full force and effect.

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

SECTION 10

INDEMNIFICATION

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

SECTION 11

PAYMENT OF TAXES AND OTHER CHARGES

Tenant shall pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant,

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

SECTION 12

SERVICES AND UTILITIES

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

SECTION 13

TENANT’S FINANCING

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

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

SECTION 14
RIGHT TO REMOVE BUILDING(S) AT END OF LEASE TERM

- 14.1 Upon termination of this Lease, whether on account of default or by lapse of time, if Tenant shall have paid all taxes, assessments, Rent and other charges payable by Tenant under the terms of this Lease, and shall have kept and performed all the terms and conditions of this Lease, Tenant shall have the privilege of removing from the Leased Premises all buildings or property thereon belonging to Tenant and shall restore the Leased Premises to as good condition as they were in when they were entered upon by Tenant, reasonable wear and tear excepted, provided Tenant does so within sixty (60) days after the termination of this Lease. If said buildings or property are not so removed within said sixty (60) day period, Tenant hereby conveys and transfers the same to Landlord and the title thereto shall vest in Landlord without further act or conveyance; provided, however, that if following commencement of removal or notice of intention to remove, Tenant shall demonstrate to Landlord that for reasons beyond the control of Tenant such removal cannot be completed within said sixty (60) day period, Landlord may allow Tenant a reasonable extension of time for such removal.
- 14.2 At Landlord's sole discretion, Tenant may be required to remove any and all buildings from the Leased Premises at the end of the Lease Term, regardless of whether the requirements of Section 14.1 have been met. Landlord shall inform Tenant in writing no less than ninety (90) days prior to the end of the Lease Term or Extension Term if Landlord

will require Tenant to remove the building(s) from the Leased Premises. Tenant's failure to remove the building(s) at Landlord's direction shall result in Landlord removing the building(s) at Tenant's sole expense.

SECTION 15
TENANT'S RIGHT TO SUBLEASE OR ASSIGN

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

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

SECTION 16

QUIET ENJOYMENT

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

SECTION 17

LANDLORD'S OPERATION OF AIRPORT

Landlord shall properly maintain, operate and manage the Airport at all times in a safe manner consistent with generally accepted good practice in the State of Minnesota for airports of similar size and character. If, for any reason beyond the control of Landlord (including without limitation, war, strikes, riots or acts of God) Landlord shall fail to properly maintain, operate and manage the Airport, such failure shall not operate as a breach of this Lease or render Landlord

liable for damages. This section shall not be construed to bind Landlord to operate a traffic control tower at the Airport, nor be construed to bind Landlord to maintain the Leased Premises.

SECTION 18
DEFAULT BY TENANT

18.1 The following shall constitute a default by Tenant:

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

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

addition to the deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at the stated rate of interest payable under any first mortgage or deed of trust on the Property or one (1) percent per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Rent for the remainder of the Term exceeds the then reasonable rental value of the Leased Premises over the remainder of the Term; and

- (v) Recover from Tenant any reasonable attorneys' fees incurred by Landlord in enforcing its rights hereunder.

SECTION 19 **WAIVER**

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

SECTION 20 **LEGAL COSTS**

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

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

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

SECTION 22
CONDEMNATION

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

SECTION 23
DESTRUCTION OF LEASED PREMISES

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

SECTION 24
LEASE AMENDMENTS

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

SECTION 25
BINDING ON SUCCESSORS

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

SECTION 26
COMMITMENTS TO FEDERAL OR STATE AGENCIES

Nothing herein shall be construed to prevent Landlord from making such commitments as

it desires to the Federal Government or to the State of Minnesota in order to qualify for the expenditure of federal or state funds on the Airport.

SECTION 27 **AIRCRAFT REGISTRATION**

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

SECTION 28 **APRON AND TAXIWAY**

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

SECTION 29 **SIGNS**

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

SECTION 30 **AVIATION FUEL**

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

SECTION 31
LEASE SUBJECT TO GOVERNMENT DEED RESTRICTIONS

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

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

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

reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers.

- (b) That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft at the Airport from performing any services on its own aircraft with its own employees (including but not limited to, maintenance and repair) that it may choose to perform;
- (c) That is the Sponsor exercises any of the rights or privileges set forth in subsection (a) of this paragraph, it will be bound by and adhere to the condition specified for contractors set forth in said subsection (a).”

SECTION 32 **HAZARDOUS SUBSTANCES**

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

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

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

32.2 Tenant shall not store or possess any hazardous substances on the Leased Premises unless the same are stored or possessed in a manner that complies with all applicable laws, and in no event shall Tenant dispose of any hazardous substances on the Leased Premises without the express prior written consent of Landlord, which consent may be withheld at

Landlord's sole discretion.

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

SECTION 33

GENERAL PROVISIONS

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

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

SECTION 34 **NOTICES**

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

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

If to Tenant: Steven T. Guetter and Kjersti L Kittelson
16527 Irwindale Ct.
Lakeville, MN 55044

Steve - 952-484-9457
Kjersti – 651-769-7093
stguetter@gmail.com
kjersti.guetter@gmail.com

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

SECTION 35 **DATA PRACTICES ACT**

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

SECTION 36

ENTIRE AGREEMENT

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

SECTION 37

CAPTIONS; TABLE OF CONTENTS

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

SECTION 38

COUNTERPARTS

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

SECTION 39

GOVERNING LAW

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

SECTION 40

CONFLICT OF INTEREST

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

SECTION 41

MEMORANDUM OF LEASE

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

SECTION 42

THIRD PARTY BENEFICIARIES

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

SECTION 43

COMPLIANCE WITH LAWS AND REGULATIONS

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

SECTION 44

FORCE MAJEURE

The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, except for payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party (any such delay being called "unavoidable delay" in this Lease), provided however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.

SECTION 45

NON-DISCRIMINATION

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

- (i) That no person shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the facilities on the Leased Premises on the grounds of race, sex, color, creed or national origin;

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

SECTION 46
SEVERABILITY

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

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

LANDLORD:
CITY OF SOUTH ST. PAUL

TENANT:
Steven T. Guetter and Kjersti L. Kittelson

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

By: _____
Name: Steven T. Guetter

By: _____
Name: Kjersti L. Kittelson

Attest:

By: _____
Name: Deanna Werner
Title: City Clerk

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

) ss.

Landlord Acknowledgment

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

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

) ss.

**Tenant Acknowledgment
[Corporation]**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ the _____ of _____, a corporation under the laws of _____, on behalf of the corporation.

Notary Public

EXHIBIT A

RENT SCHEDULE

The Rent for the Leased Premises shall be as follows.

INITIAL LEASE TERM	RENT	ANNUAL RENT
November 1, 2025 – October 31, 2026	0.334	\$1,628.25
November 1, 2026 – October 31, 2027	0.344	\$1,677.00
November 1, 2027 – October 31, 2028	0.355	\$1,730.63
November 1, 2028 – October 31, 2029	0.365	\$1,779.38
November 1, 2029 – October 31, 2030	0.376	\$1,833.00
November 1, 2031 – October 31, 2032	0.388	\$1,891.50
November 1, 2032 – October 31, 2033	0.399	\$1,945.13
November 1, 2033 – October 31, 2034	0.411	\$2,003.63
November 1, 2034 – October 31, 2035	0.424	\$2,067.00
November 1, 2035 – October 31, 2036	0.436	\$2,125.50

***Note:** As consideration for the Right of First Refusal granted to Tenant in Section 3.1 of the Right of First Refusal Agreement to Lease West Side Hangar Lot dated the 4th day of August 2025, the Tenant has paid the Landlord \$100.00, the receipt of which Landlord acknowledges.

The \$100.00 shall be credited, by Landlord, to rent payable on the first year's rent payment making the rent for that year \$1,528.25.

EXHIBIT B

BUILDING STANDARDS POLICY

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

Soffits - a minimum of 12 inches

Gable Overhangs- a minimum of 12 inches

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

Siding- 29-gauge factory painted baked on enamel paint

Colors:

Building- Pebble Beige

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

Roof- White, or match the wainscot

EXHIBIT C

AIRPORT CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

Notes

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

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-117

**RESOLUTION RELATING TO AIRPORT:
APPROVE LAND LEASE
AT FLEMING FIELD WITH STEVEN T. GUETTER AND KJERSTI L. KITTELSON**

WHEREAS, The City Council has reviewed and considered a Lease 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 20th day of October, 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: October 20, 2025
DEPARTMENT: Engineering
PREPARED BY: Kelsey Gelhar
AGENDA ITEM NUMBER: 10.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Assessment Hearing - Marie Avenue Reconstruction Project No. 2024-05

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2025-112 RESOLUTION ADOPTING THE ASSESSMENT ROLL FOR MARIE AVENUE RECONSTRUCTION PROJECT NO. 2024-05.

OVERVIEW

The City Council held an Improvement Hearing for the Marie Avenue Reconstruction Project No. 2024-05 and ordered the project on November 18, 2024. The majority of the work has been completed, and the project is now ready to be assessed.

The City will hold a public hearing to review and confirm the proposed assessments for local improvements related to the Marie Avenue Reconstruction Project No. 2024-05, in accordance with Minnesota Statutes Chapter 429. The assessment rates have been established based on the City's adopted Assessment Policy. The assessment rate for a 2025 reconstruction project is \$92.35 per front foot. The proposed interest rate is set at 5 percent, to be paid over 10 years, starting in 2026.

All affected property owners were mailed notices prior to the assessment hearing.

SOURCE OF FUNDS

No fiscal impact at this time

ATTACHMENTS

1. Resolution 2025-112 Marie Ave Adopt Assessment Roll
2. Proj No 2024-05 Final Assessment Roll

RESOLUTION NO. 2025-112

**RESOLUTION ADOPTING THE ASSESSMENT ROLL
FOR MARIE AVENUE RECONSTRUCTION PROJECT NO. 2024-05**

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessments for Marie Avenue Reconstruction Project No. 2024-05. This project includes the following improvements to Marie Avenue from 3rd Avenue to 9th Avenue: Street reconstruction including but not limited to; concrete sidewalk and curb removal, grading, gravel base, storm sewer replacement, sanitary sewer improvements, watermain replacement, concrete curb & gutter, concrete sidewalk, street lighting, bituminous surfacing, and restoration and appurtenances.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal installments over a period of ten years, the first installment to be payable on or before the first Monday in January 2026 and shall bear interest at the rate of 5% per annum 30 days from the date of the adoption of this assessment resolution. To the first installment shall be added interest onto the entire assessment from the date of this resolution until December 31, 2026. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole, or any part, of the assessment on such property, with interest accrued to the date of payment to the City Clerk except that no interest shall be charged on any portion of the assessment that is paid within 30 days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 20, 2025 or interest will be charged through December 31 of the next succeeding year.
4. The City shall forthwith transmit a certified duplicate of the assessment to the county auditor to be extended on the proper tax lists of the county, and such assessment shall be collected and paid over in the same manner as other municipal taxes.

Adopted this 20th day of October, 2025

City Clerk

PROJECT: MARIE AVENUE RECONSTRUCTION PROJECT (NO. 2024-05)

2025 Reconstruction Assessment Rate (\$/LF):

\$92.35

Parcel ID	Site Address	Assessable Front Footage	Assessment Amount
367285012011	125 3RD AVE N	120	\$11,082.00
367285025101	100 4TH AVE N #101	3.43	\$316.63
367285025102	100 4TH AVE N #102	3.43	\$316.63
367285025103	100 4TH AVE N #103	3.43	\$316.63
367285025104	100 4TH AVE N #104	3.43	\$316.63
367285025105	100 4TH AVE N #105	3.43	\$316.63
367285025107	100 4TH AVE N #107	3.43	\$316.63
367285025108	100 4TH AVE N #108	3.43	\$316.63
367285025109	100 4TH AVE N #109	3.43	\$316.63
367285025110	100 4TH AVE N #110	3.43	\$316.63
367285025111	100 4TH AVE N #111	3.43	\$316.63
367285025112	100 4TH AVE N #112	3.43	\$316.63
367285025201	100 4TH AVE N #201	3.43	\$316.63
367285025202	100 4TH AVE N #202	3.43	\$316.63
367285025203	100 4TH AVE N #203	3.43	\$316.63
367285025204	100 4TH AVE N #204	3.43	\$316.63
367285025205	100 4TH AVE N #205	3.43	\$316.63
367285025206	100 4TH AVE N #206	3.43	\$316.63
367285025207	100 4TH AVE N #207	3.43	\$316.63
367285025208	100 4TH AVE N #208	3.43	\$316.63
367285025209	100 4TH AVE N #209	3.43	\$316.63
367285025210	100 4TH AVE N #210	3.43	\$316.63
367285025211	100 4TH AVE N #211	3.43	\$316.63
367285025212	100 4TH AVE N #212	3.43	\$316.63
367285025301	100 4TH AVE N #301	3.43	\$316.63
367285025302	100 4TH AVE N #302	3.43	\$316.63
367285025303	100 4TH AVE N #303	3.43	\$316.63
367285025304	100 4TH AVE N #304	3.43	\$316.63
367285025305	100 4TH AVE N #305	3.43	\$316.63
367285025306	100 4TH AVE N #306	3.43	\$316.63
367285025307	100 4TH AVE N #307	3.43	\$316.63
367285025308	100 4TH AVE N #308	3.43	\$316.63
367285025309	100 4TH AVE N #309	3.43	\$316.63
367285025310	100 4TH AVE N #310	3.43	\$316.63
367285025311	100 4TH AVE N #311	3.43	\$316.63
367285025312	100 4TH AVE N #312	3.43	\$316.63
367030013110	414 MARIE AVE (PARKING LOT)	120	\$11,082.00

367030013130	414 MARIE AVE (BUILDING)	120	\$11,082.00
367030018110	500 MARIE AVE	120	\$11,082.00
367030018130	102 6TH AVE N	120	\$11,082.00
367030019010	100 7TH AVE N	240	\$22,164.00
367030024111	131 7TH AVE N	120	\$11,082.00
368430003030	800 MARIE AVE	82	\$7,572.70
368430003040	808 MARIE AVE	42	\$3,878.70
368430003060	814 MARIE AVE	63	\$5,818.05
368430003070	822 MARIE AVE	63	\$5,818.05
368430003090	826 MARIE AVE	63	\$5,818.05
368430003100	832 MARIE AVE	63	\$5,818.05
363255004010	727 MARIE AVE	125	\$11,543.75
363255004301	100 7TH AVE S	125	\$11,543.75
363255005020	621 MARIE AVE	83	\$7,665.05
363255005022	613 MARIE AVE	125	\$11,543.75
363255005301	607-611 MARIE AVE	70	\$6,464.50
363255005300	601 MARIE AVE	65	\$6,002.75
363255008023		68	\$6,279.80
363255008022	523 MARIE AVE	40.3	\$3,721.71
363255008021	515 MARIE AVE	70.8	\$6,538.38
363255008302	104 5TH AVE S	143.9	\$13,289.17
363255009012	421 MARIE AVE	51	\$4,709.85
363255009011	417 MARIE AVE	34.2	\$3,158.37
363255009010	411 MARIE AVE	39.8	\$3,675.53
TOTAL:			\$230,598.00



CITY COUNCIL AGENDA REPORT

DATE: October 20, 2025
DEPARTMENT: Engineering
PREPARED BY: Kelsey Gelhar
AGENDA ITEM NUMBER: 10.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Assessment Hearing - 4th Street S Rehabilitation Project

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2025-113 RESOLUTION ADOPTING THE ASSESSMENT ROLL FOR 4TH STREET S REHABILITATION PROJECT NO. 2025-03.

OVERVIEW

The City Council held an Improvement Hearing for the 4th Street S Rehabilitation Project No. 2025-03 and ordered the project on January 21, 2025. The majority of the work has been completed, and the project is now ready to be assessed.

The City will hold a public hearing to review and confirm the proposed assessments for local improvements related to the 4th Street S Rehabilitation Project No. 2025-03, in accordance with Minnesota Statutes Chapter 429. The assessment rates have been established based on the City's adopted Assessment Policy. The assessment rate for a 2025 bituminous removal and replacement project is \$64.03 per front foot. The proposed interest rate is set at 5 percent, to be paid over 10 years, starting in 2026.

All affected property owners were mailed notices prior to the assessment hearing.

SOURCE OF FUNDS

No fiscal impact at this time.

ATTACHMENTS

1. 2025-113 4th Street S Adopt Assessment Roll
2. Proj No 2025-03 Final Assessment Roll

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-113

**RESOLUTION ADOPTING THE ASSESSMENT ROLL
FOR 4TH STREET S REHABILITATION PROJECT NO. 2025-03**

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessments for 4th Street S Rehabilitation Project No. 2025-03. This project includes the following improvements to 4th Street S from 1st Avenue S to 9th Avenue S: Street reconstruction including but not limited to; spot curb and gutter replacement, pedestrian ramp improvements, grading, gravel base, watermain replacement, bituminous surfacing, and restoration and appurtenances.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal installments over a period of ten years, the first installment to be payable on or before the first Monday in January 2026 and shall bear interest at the rate of 5% per annum 30 days from the date of the adoption of this assessment resolution. To the first installment shall be added interest onto the entire assessment from the date of this resolution until December 31, 2026. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole, or any part, of the assessment on such property, with interest accrued to the date of payment to the City Clerk except that no interest shall be charged on any portion of the assessment that is paid within 30 days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 20, 2025 or interest will be charged through December 31 of the next succeeding year.
4. The City shall forthwith transmit a certified duplicate of the assessment to the county auditor to be extended on the proper tax lists of the county, and such assessment shall be collected and paid over in the same manner as other municipal taxes.

Adopted this 20th day of October, 2025

City Clerk

PROJECT: 4TH STREET S REHABILITATION PROJECT (NO. 2025-03)

2025 Bituminous Removal and Replacement Assessment Rate (\$/LF): \$64.03

Parcel ID	Address	Assessable Front Footage	Assessment Amount
366430016160	358 1ST AVE S	125	\$8,003.75
366430016150	357 2ND AVE S	125	\$8,003.75
366430013170	358 2ND AVE S	125	\$8,003.75
366430014300	400 2ND AVE S	125	\$8,003.75
366430011300	404 3RD AVE S	125	\$8,003.75
366430001162	804 4TH ST S	60.67	\$3,884.70

TOTAL: \$43,903.45



CITY COUNCIL AGENDA REPORT

DATE:

October 20, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

11.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Wakota 2nd Addition Final Plat

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

1. Approve Resolution #2025-118 approving the Wakota 2nd Addition final plat.
2. Approve a development agreement for the first phase of the Wakota Business Park.
3. Approve a stormwater maintenance agreement for the first phase of the Wakota Business Park.
4. Approve a sidewalk easement for the first phase of the Wakota Business Park.

OVERVIEW

Application

The Applicant, Danner Family Limited Partnership, is requesting final plat approval for their proposed Wakota Business Park. They are calling the proposed subdivision “Wakota 2nd Addition.”

Background

Danner Family Limited Partnership owns roughly 34 acres of land along Hardman Avenue South. They own a 9.47-acre parcel with a building on it which has an address of 843 Hardman Avenue South. They also own a 22.86-acre vacant parcel just south of their building and a 1.25-acre outlot on the other side of the railroad tracks from their building. On July 21, 2025, the City Council approved a preliminary plat that would allow this land to be subdivided to create a new industrial park called the “Wakota Business Park.” The approved preliminary plat proposed the following:

- The parcel that hosts the existing building at 843 Hardman Avenue South will shrink in size. It will go from being 9.47 acres in size to being approximately 6.35 acres in size. Part of the land in the original parcel will go towards right-of-way for a new public road called Marley Danner Drive that will eventually connect to Verderosa Avenue. Part of the

land in the original parcel will go towards creating a new buildable parcel to the south.

- A buildable 6.96 acre parcel will be created just south of 843 Hardman Avenue South on the south side of the proposed new road.
- A 17.48-acre outlot will be created to the east of the buildable lots. This outlot can be re-subdivided in the future for additional phases of the Wakota Bridgepoint Park once the Applicant knows what size they want to make the next building.

The Applicant has submitted a final plat application and is seeking City approval. They have prepared two response letters to address the Planning and Engineering comments and conditions that went along with the preliminary plat approval. Once the final plat is approved and the Applicant has signed all relevant documents and paid all relevant fees, the City will sign the final plat mylars and the Applicant can record these with Dakota County to create the new subdivision.

Zoning

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

The subject property is located within the Mississippi River Critical Corridor Area (MRCCA), the Flood Fringe division of the floodplain overlay district, and the Shoreland Overlay district. The subdivision complies with most of the applicable standards laid out in the overlay districts and received a variance from the impervious surface restrictions that apply to Shoreland Overlay district properties.

Consistency with Preliminary Plat

The proposed final plat almost identical to the approved preliminary plat. The only difference is that the stormwater pond that will serve Building #1 of the new industrial park has been turned into its own outlot instead of being located on Lot 1, Block 2. This is something that the City Attorney had suggested that the Applicant consider doing because it will make it easier to create a legal description for the stormwater pond. The entire stormwater pond needs to be covered by a public drainage and utility easement because the pond will take some “public” water from nearby public roads. An earlier version of the final plat that was shared with the Planning Commission had an error with the dimensions of the outlot that would have caused a setback nonconformity for the new building's parking lot. That error has been corrected and the final plat that is now being presented to the City Council will not create any zoning nonconformities.

Easements

The preliminary plat approval requires the Applicant to grant the City a number of different easements which will cover public facilities that are located on their private property. This includes sewer lines, water lines, and sidewalks. Some of these easements will be platted easements that are shown on the final plat and some of them, such as the sidewalk easement, will be paper easements that are approved as standalone documents.

The City Engineer has reviewed the final plat and has determined that it shows all the easements that the City wants to have shown on the plat. The remaining easements can be paper easements.

Revisions to Sidewalk Plan

The Applicant has revised their sidewalk plan for Hardman Avenue South to provide a 5-foot boulevard for snow storage and boulevard trees, something that was a condition of their preliminary plat approval. The Applicant has determined that the proposed sidewalk can fit into the existing right-of-way for most of the route. There is a section where the sidewalk will connect to Dakota County's Mississippi River Trail (MRT) that will be located on the Applicant's private property and this will need to be covered by a paper easement. The City Attorney has prepared the necessary easement document. The Applicant will need to coordinate the connection between the sidewalk and the MRT with Dakota County Staff.

Development Agreement and Stormwater Agreement

The proposed subdivision will be governed by four documents:

1. The final plat. *This establishes the boundaries of each of the new lots that will be created by the subdivision.*
2. The development agreement. *This document lays out who is responsible for the various costs associated with creating the subdivision (roads, utilities, ponding, landscaping, etc.) and will protect the City and its taxpayers from legal liability and financial exposure if the development runs into issues. The proposed development agreement requires the Applicant to pay their fair share of constructing the new road and utilities while acknowledging that the new road will also greatly benefit the City-owned property to the north where the proposed new public works garage will be located.*
3. The stormwater maintenance agreement. *This document lays out how the required stormwater facilities will be maintained. It is a framework for who will own the facilities, who will maintain the facilities, and who gets to use the facilities.*
4. A sidewalk easement. *This document allows the new public sidewalk along Hardman Avenue to be constructed since part of this sidewalk will be located outside of road right-of-way on private property. The new sidewalk will connect with the Mississippi River Regional Trail.*

Discussion

When a City reviews a preliminary plat, it entails a deep dive into the nuances of the proposed subdivision and the City can attach conditions of approval to address any concerns about how the subdivision will work. Final plats generally must be approved if they are substantially consistent with the approved preliminary plat and satisfy whatever conditions of approval were placed on the preliminary plat. The review of a final plat is largely an administrative task that is performed by City Staff with the City Council simply checking Staff's work prior to approval.

Staff believes that the proposed final plat is substantially consistent with the approved preliminary plat.

Planning Commission Recommendation

The Planning Commission reviewed the final plat at their September 3rd meeting and recommended approval with a 6-0 vote.

Recommended Action

City Staff recommends approval of Resolution #2025-118 approving the final plat of Wakota 2nd Addition.

City Staff also recommends approval of the development agreement, stormwater maintenance agreement, and sidewalk easement.

Extended 120-Day Review Deadline: December 2, 2025

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Development Agreement
2. Sidewalk Easement
3. Stormwater Management Facilities Agreement
4. Resolution #2025-118
5. Amended Planning Commission Report

DEVELOPMENT AGREEMENT

FOR THE PLAT OF

WAKOTA 2ND ADDITION

BY AND BETWEEN

THE CITY OF SOUTH ST. PAUL

AND

DANNER FAMILY LIMITED PARTNERSHIP

THIS DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 2025 (“Effective Date”), by and between the City of South St. Paul, a Minnesota municipal corporation (“CITY”), and Danner Family Limited Partnership, a Minnesota limited partnership (“DEVELOPER”).

RECITALS

WHEREAS, DEVELOPER owns property on Hardman Avenue legally described on Exhibit A (“DEVELOPMENT PROPERTY”); and

WHEREAS, in pursuit of the DEVELOPMENT PROJECT, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS and FINAL PLAT for Wakota 2nd Addition; and

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of public utilities (sewer and water), public streets, storm sewer pipes, ponds, and other facilities; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL approved the FINAL PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enters into this DEVELOPMENT AGREEMENT, which contract defines the work which the DEVELOPER undertakes to complete; and
2. The DEVELOPER shall provide an irrevocable letter of credit and cash deposits in the amounts and with conditions satisfactory to the CITY, providing for assurance of payment for the actual construction and installation of the improvements in the DEVELOPMENT PLANS, as specified and required by the CITY pursuant to this DEVELOPMENT AGREEMENT.

WHEREAS, the DEVELOPMENT PLANS were prepared by a registered professional engineer and have been submitted to and approved by the CITY ENGINEER.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT AGREEMENT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY and DEVELOPER agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1. TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT AGREEMENT, 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 APPROVALS. “CITY APPROVALS” means the site plan, FINAL PLAT, variance and conditional use permit applications for the DEVELOPMENT PROJECT. The FINAL PLAT is depicted on Exhibit B, attached hereto.

1.4. CITY-CONSTRUCTED PUBLIC IMPROVEMENTS. “CITY-CONSTRUCTED PUBLIC IMPROVEMENTS” means the itemization of PUBLIC IMPROVEMENTS identified on Exhibit G as “CITY-CONSTRUCTED PUBLIC IMPROVEMENTS.”

1.5. CITY DEFAULT. “CITY DEFAULT” means and includes, jointly and severally, any of the following or any combination thereof:

- a) failure by the CITY to pay the DEVELOPER any money required to be paid under the DEVELOPMENT AGREEMENT;
- b) failure by the CITY to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT within thirty (30) days following the CITY’S receipt of FORMAL NOTICE of such failure from the DEVELOPER; and
- c) breach of the CITY WARRANTIES.

1.6. CITY ENGINEER. “CITY ENGINEER” means the City Engineer of the City of South St. Paul and their delegates.

1.7. CITY WARRANTIES. “CITY WARRANTIES” means all CITY WARRANTIES identified in Article 12 of this DEVELOPMENT AGREEMENT.

1.8. COUNCIL. “COUNCIL” means the Council of the City of South St. Paul.

1.9. COUNTY. “COUNTY” means Dakota County, Minnesota.

1.10. DEVELOPER. “DEVELOPER” means DANNER FAMILY LIMITED PARTNERSHIP, a Minnesota limited partnership.

1.11. DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS. “DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS” means the itemization of PUBLIC IMPROVEMENTS identified on Exhibit G as “DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS.”

1.12. DEVELOPER DEFAULT. “DEVELOPER DEFAULT” means and includes, jointly and severally, any of the following or any combination thereof:

- a) failure by the DEVELOPER to pay the CITY any money required to be paid by DEVELOPER under the DEVELOPMENT AGREEMENT within the time frames contemplated herein;
- b) subject to UNAVOIDABLE DELAYS, failure by the DEVELOPER to construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications;
- c) subject to UNAVOIDABLE DELAYS, failure by the DEVELOPER to substantially observe or materially perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT within thirty (30) days following DEVELOPER'S receipt of FORMAL NOTICE of such failure from the CITY; and
- d) breach of the DEVELOPER WARRANTIES.

1.13. DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 and on Exhibit F.

1.14. DEVELOPER WARRANTIES. "DEVELOPER WARRANTIES" means all DEVELOPER WARRANTIES identified in Article 10 of this DEVELOPMENT AGREEMENT.

1.15. DEVELOPMENT AGREEMENT. "DEVELOPMENT AGREEMENT" means this DEVELOPMENT AGREEMENT by and between the CITY and DEVELOPER.

1.16. DEVELOPMENT PLANS. "DEVELOPMENT PLANS" means all the plans, drawings, specifications, and surveys dated October 10, 2025 prepared by Kimley-Horn and plans dated May 29, 2025 prepared by Lampert Architects, as approved by the City Engineer, or as either of the foregoing are revised, updated and approved by the DEVELOPER and the CITY ENGINEER, which are hereby incorporated by reference and made a part of this DEVELOPMENT AGREEMENT.

1.17. DEVELOPMENT PROJECT. "DEVELOPMENT PROJECT" means an industrial development that will be constructed on a portion of the DEVELOPMENT PROPERTY that is substantially in conformance with the DEVELOPMENT PLANS, PUBLIC IMPROVEMENT PLANS and all planning approvals.

1.18. DEVELOPMENT PROPERTY. "DEVELOPMENT PROPERTY" means that real property legally described on Exhibit A, attached hereto, upon which a portion of the DEVELOPMENT PROJECT will be constructed.

1.19. FINAL ACCEPTANCE. "FINAL ACCEPTANCE" means as approved by the CITY and evidenced by written confirmation from the appropriate member of City Staff.

1.20. FINAL PLAT. “FINAL PLAT” means the Wakota 2nd Addition FINAL PLAT, approved by the COUNCIL, attached hereto as Exhibit B.

1.21. FORCE MAJEURE. “FORCE MAJEURE” means acts of God, including, but not limited to floods, ice storms, blizzards, fire, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, global pandemics, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.22. FORMAL NOTICE. “FORMAL NOTICE” means notices given by one party to the other if in writing and if and when delivered or tendered in person, by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, by depositing it with a nationally recognized overnight courier service, or transmitting via e-mail, addressed as follows:

If to CITY:

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

For Electronic Notice:

rgarcia@southstpaul.org
kland@levander.com

If to DEVELOPER:

Danner Limited Family Partnership
Attn: Bryan Chirhart
843 Hardman Ave.
South St. Paul, MN 55075

with a copy to:

Fredrikson & Byron, P.A.
Attn: Jeri L. Parkin
60 South Sixth Street, Suite 1500
Minneapolis, MN 55402-4400

For Electronic Notice:

bryanc@dannerinc.com
jparkin@fredlaw.com

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 third day after mailing if mailed as provided above, or on the next business day if deposited with the courier for overnight (next day) delivery, or on the date of transmittal via electronic means if sent on or prior to 5:00 pm CST on a business day, 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. Attorneys for each party shall be authorized to give and receive notices for each such party.

1.23. [intentionally left blank]

1.24. MARLEY DANNER DRIVE. “MARLEY DANNER DRIVE” means that certain segment of street that is located in the public right of way on the Plat and is the connection between Hardman Avenue and Verderosa Avenue.

1.25. OTHER REGULATORY AGENCIES. “OTHER REGULATORY AGENCIES” means and includes, individually and collectively, the following, if applicable:

- a. Minnesota Department of Transportation
- b. Dakota County
- c. Dakota County Highway Department
- d. Lower Mississippi River Watershed Management Organization
- e. Minnesota Department of Health
- f. Minnesota Pollution Control Agency
- g. Metropolitan Council
- h. Minnesota Department of Natural Resources
- i. Minnesota Board of Water and Soil Resources
- j. Environmental Protection Agency
- k. Army Corps of Engineers
- l. Any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.26. PUBLIC IMPROVEMENTS. “PUBLIC IMPROVEMENTS” means all of the improvements made for the benefit of the public, related to the DEVELOPMENT PROJECT that are substantially in conformance with the PUBLIC IMPROVEMENT PLANS. PUBLIC IMPROVEMENTS are separated on Exhibit G into DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS for those along Hardman Avenue and CITY-CONSTRUCTED PUBLIC IMPROVEMENTS for MARLEY DANNER DRIVE. PUBLIC IMPROVEMENTS are further described in Article 3.

1.27. PUBLIC IMPROVEMENT PLANS. “PUBLIC IMPROVEMENT PLANS” means all of the plans, drawings, specifications, and surveys dated September 19, 2025, prepared by Kimley-Horn, or as may be revised, updated, and approved by the DEVELOPER and CITY ENGINEER, which are hereby incorporated by reference in and made a part of this DEVELOPMENT AGREEMENT.

1.28. UNAVOIDABLE DELAYS. “UNAVOIDABLE DELAYS” means: (a) a willful act, omission, or neglect of the CITY; (b) change orders and change requests that alter the scope of the DEVELOPER IMPROVEMENTS or the PUBLIC IMPROVEMENTS; (c) changes in law; (d) a Force Majeure event; (e) action or inaction of governmental or quasi-governmental authorities, including delays in the issuance of any building permits or other approvals required for the DEVELOPER IMPROVEMENTS or the PUBLIC IMPROVEMENTS; or (m) events or causes beyond the DEVELOPER’S reasonable control.

1.29. UTILITY COMPANIES. “UTILITY COMPANIES” means and includes, jointly and severally, the following:

- a) Utility companies, including electric, gas, telephone, fiber, and cable;
- b) Pipeline companies.

ARTICLE 2 **CITY APPROVALS**

2.1 CITY APPROVALS. DEVELOPER shall obtain CITY APPROVALS, subject to any conditions approved by the CITY COUNCIL.

2.2 ABSENCE OF CITY APPROVALS. This DEVELOPMENT AGREEMENT shall become null and void if the CITY does not grant all CITY APPROVALS required for DEVELOPER to complete the DEVELOPMENT PROJECT, unless otherwise agreed to by the parties in writing.

ARTICLE 3 **PUBLIC IMPROVEMENTS**

3.1. PUBLIC IMPROVEMENTS.

- a) **DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS.** Except as otherwise provided herein, DEVELOPER shall construct and install PUBLIC IMPROVEMENTS identified on Exhibit G along Hardman Avenue, which shall be constructed in accordance with the DEVELOPMENT PLANS.
- b) **CITY-CONSTRUCTED PUBLIC IMPROVEMENTS.** Except as otherwise provided in this subsection 3.1.b), the CITY shall construct and install the PUBLIC IMPROVEMENTS identified on Exhibit G, which shall be constructed in accordance with the PUBLIC IMPROVEMENT PLANS. However, if the CITY has not commenced construction of MARLEY DANNER DRIVE on or before June

30, 2026, then DEVELOPER shall be allowed to install and construct that portion of MARLEY DANNER DRIVE, the sanitary sewer, watermain and storm sewer utilities of the CITY-CONSTRUCTED PUBLIC IMPROVEMENTS that are located in that portion of Lot 1, Block 1 and located in the MARLEY DANNER DRIVE right of way, which shall be constructed in accordance with the PUBLIC IMPROVEMENT PLANS as approved by the CITY ENGINEER.

- c) DEVELOPER and its contractors must meet with the CITY ENGINEER in a preconstruction meeting prior to the commencement of any construction activity related to the DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS and that portion of the CITY-CONSTRUCTED PUBLIC IMPROVEMENTS, if applicable.

3.2. RIGHT OF ENTRY AND ACCESS. The CITY hereby grants to DEVELOPER a right of entry and access over, across, upon and under those portions of public property as may be necessary for the purpose of permitting the DEVELOPER to perform its obligations in connection with the construction and installation of the DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS and that portion of the CITY-CONSTRUCTED PUBLIC IMPROVEMENTS, if applicable. DEVELOPER hereby grants to the CITY right of entry and access over, across, upon and under those portions of the DEVELOPMENT PROPERTY as may be necessary for the purpose of permitting the CITY to perform its obligation in connection with the construction and installation of the CITY-CONSTRUCTED PUBLIC IMPROVEMENTS.

3.3. GROUND MATERIAL. In connection with the DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS, The DEVELOPER shall ensure that adequate and suitable ground material as determined by the CITY shall exist in the areas of public street and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material through the warranty period. The cost of said removal, replacement or repair during the warranty period is the responsibility of the DEVELOPER.

3.4. DEDICATION. Following substantial completion of the DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS AND THE CITY-CONSTRUCTED PUBLIC IMPROVEMENTS, if applicable and completed by the DEVELOPER, the CITY shall inspect said PUBLIC IMPROVEMENTS and so long as the PUBLIC IMPROVEMENTS have been constructed and installed by DEVELOPER in substantial conformance with the DEVELOPMENT PLANS and PUBLIC IMPROVEMENT PLANS, as applicable DEVELOPER shall dedicate the PUBLIC IMPROVEMENTS to the CITY and the CITY shall accept the same and maintain the same in accordance with customary CITY standards, in good order, condition and repair and in accordance with applicable laws.

3.5. OBLIGATION TO CONSTRUCT PUBLIC IMPROVEMENTS. Notwithstanding anything to the contrary contained in this DEVELOPMENT AGREEMENT, the DEVELOPER shall have no obligation to construct and install the PUBLIC IMPROVEMENTS in Section 3.1.a. or 3.1.b), as applicable unless the DEVELOPER elects to proceed with the DEVELOPMENT PROJECT, at DEVELOPER'S sole and absolute discretion.

3.6. LETTERS OF CREDIT/CASH DEPOSITS. DEVELOPER shall provide Letters of Credit (“LOC”), or cash escrows and cash as stated in Exhibits C, F and G.

3.7. ALLOCATION OF COST OF PUBLIC IMPROVEMENTS.

- a) DEVELOPER is contributing approximately 1.64 acres of land, which will be publicly dedicated on the FINAL PLAT as a public-right of way, known as MARLEY DANNER DRIVE. In addition to the value of the foregoing contributed land, DEVELOPER will:
 - i. Pay a cash fee toward the total cost of constructing MARLEY DANNER DRIVE, which is part of the CITY-CONSTRUCTED PUBLIC IMPROVEMENTS;
 - ii. Pay for and construct 100% of the cost of the water and sewer lateral connections needed to serve the DEVELOPMENT PROPERTY, including any internal watermain looping and storm sewer; and
 - iii. Pay for and construct 100% of the sidewalk construction costs along Hardman Avenue and the cost of installing street trees in the right of way along Hardman Avenue.
- b) CITY shall pay for the following PUBLIC IMPROVEMENT costs:
 - i. Construction costs of constructing the 8” watermain, including the cost relating to upsizing the existing 6” watermain and the 8” sanitary sewer main along Hardman Avenue.
 - ii. Construction costs required for the construction of MARLEY DANNER DRIVE and related improvements, including the construction of an 8” sanitary sewer main, an 8” watermain, storm sewer, as well as street lighting and sidewalk along MARLEY DANNER DRIVE right of way.
- c) The estimated PUBLIC IMPROVEMENTS construction cost figures contained on Exhibit G are estimates only, which were used to calculate the required Letter of Credit amounts. Those figures do not limit or dictate the construction costs to be paid by either the DEVELOPER or the CITY as provided herein. The DEVELOPER and the CITY are obligated to pay their share of the actual cost to construct the PUBLIC IMPROVEMENTS, as required in this Section 3.7.
- d) If DEVELOPER constructs a portion of what were supposed to be the CITY-CONSTRUCTED PUBLIC IMPROVEMENTS that are contemplated in Section 3.1.b), the CITY shall pay the DEVELOPER upon substantial completion of that portion of the CITY-CONSTRUCTED PUBLIC IMPROVEMENTS that are constructed by the DEVELOPER pursuant to Section 3.1.b) and the CITY shall do so

within forty-five (45) days of receipt of an invoice and a copy of the actual contractor payment form.

ARTICLE 4 **DEVELOPER IMPROVEMENTS**

4.1. DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the approvals of the COUNCIL, and all ordinances of the CITY or any amendments thereto and any miscellaneous requirements on Exhibit D, attached hereto.

4.2. AREA CHARGES. The DEVELOPER shall pay a Sewer Access Charge (SAC) fee consistent with Metropolitan Council requirements. No building permits will be released until payment has been made in full.

4.3. GRADING/DRAINAGE PLAN AND EASEMENTS.

- a) The DEVELOPER shall construct drainage facilities adequate to serve the DEVELOPMENT PROJECT in accordance with the DEVELOPMENT PLANS. Pursuant to the FINAL PLAT, the DEVELOPER agrees to convey to the CITY all necessary easements for the preservation and maintenance of the public drainage system, for drainage basins and for utility service and for watermain looping. DEVELOPER shall provide any required deeds and/or easement agreements for conveyance, if necessary, in a form reasonably acceptable to the CITY attorney, to CITY before CITY shall sign and release the FINAL PLAT for recording. The DEVELOPER shall enter into any easement agreements and stormwater management agreements with the CITY that are deemed necessary to fulfill the obligations of this Section. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform to the overall CITY storm sewer plan. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS, subject only to such design criteria and engineering design and construction specifications as are used in the DEVELOPMENT PLANS notwithstanding any amendment or change to CITY standards for development subsequent to approval of the FINAL PLAT.
- b) DEVELOPER has dedicated the public easements as shown on the FINAL PLAT. Additional public easements that are required as a condition of FINAL PLAT approval shall be granted by an acceptable document as approved by the CITY Attorney.
- c) DEVELOPER shall timely provide the CITY with an as-built survey of the DEVELOPMENT PROPERTY and DEVELOPMENT PLANS in AUTOCAD and PDF format (or such other reasonable format) within 90 days after the final rough grading is complete. In the event the DEVELOPER fails to provide the as-built survey in a timely fashion, the CITY shall provide DEVELOPER with written notice.

If the as-built survey is not completed to CITY'S satisfaction within 30 days from the notice, the CITY will complete the as-built survey and all costs associated with the work will be billed to the DEVELOPER. In the event the DEVELOPER fails to timely pay costs related to CITY work, the CITY shall withdraw the funds from any cash or LOC escrow.

4.4. CONSTRUCTION LIMITATIONS. Building construction and general construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturday between the hours of 8:00 AM and 5:00 PM. Site grading/excavation and street and utility construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturday between the hours of 8:00 AM and 5:00 PM.

4.5. SEWER AND WATERMAINS. DEVELOPER shall connect to CITY sewer and water through the available connections stubbed to the DEVELOPMENT PROPERTY. DEVELOPER to coordinate connections with the CITY ENGINEER.

4.6. STREET MAINTENANCE, RESTORATION, ACCESS AND REPAIR DURING CONSTRUCTION. The DEVELOPER shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands adjacent to the FINAL PLAT resulting from the grading or building on the land within the DEVELOPMENT PROPERTY by the DEVELOPER or its agents, and repair to the CITY's specifications any damage to bituminous surfacing on or adjacent to the DEVELOPMENT PROJECT resulting from the use of construction equipment. Notwithstanding the foregoing, the CITY shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands adjacent to the FINAL PLAT resulting from the CITY grading or building on the land within the DEVELOPMENT PROPERTY by the CITY or its agents, and repair to the CITY's specifications any damage to bituminous surfacing on or adjacent to the DEVELOPMENT PROJECT resulting from the use of construction equipment by the CITY.

If DEVELOPER fails to perform any of the responsibilities listed above, the CITY shall provide DEVELOPER with FORMAL NOTICE. If work is not completed to CITY'S satisfaction within twenty-four (24) hours from the notice, excluding repair or restoration work which shall be completed within 15 days, the CITY will have appropriate equipment dispatched to the site and all costs associated with the work will be billed to the DEVELOPER. In the event the DEVELOPER fails to timely pay costs related to DEVELOPER'S work pursuant to Section 9.3, the CITY may, at its option, grant the DEVELOPER an extension to pay such costs or withdraw the funds from any cash escrow or LOC.

If CITY fails to perform any of the responsibilities listed above, the DEVELOPER shall provide CITY with FORMAL NOTICE. If work is not completed within twenty-four (24) hours from the notice, excluding repair or restoration work which shall be completed within 15 days, the DEVELOPER will have appropriate equipment dispatched to the site and all costs associated with the work will be billed to the CITY.

4.7. STREET SWEEPING. During the initial construction of the DEVELOPMENT PROJECT, the DEVELOPER is responsible for the removal of all construction debris and earth materials within the public right of way adjacent to the DEVELOPMENT PROPERTY; provided,

however, the CITY is responsible for the removal of all construction debris and earth materials within the public right of way adjacent to the DEVELOPMENT PROPERTY during the time periods the CITY is completing the CITY-CONSTRUCTED PUBLIC IMPROVEMENTS. The CITY will inspect the roadways to ensure the DEVELOPER is keeping all public roadway surfaces adjacent to the DEVELOPMENT PROPERTY reasonably clean. If any portion of such public roadway surface is found in an unreasonable condition, the CITY may provide FORMAL NOTICE thereof to the DEVELOPER and if the DEVELOPER fails to remove the construction debris and earth materials within the public right of way adjacent to the DEVELOPMENT PROPERTY within twenty-four (24) hours following DEVELOPER'S receipt of FORMAL NOTICE from the CITY, then the CITY will have appropriate equipment dispatched to the site and all reasonable costs incurred by the CITY in connection with the clean-up effort will be billed to the DEVELOPER.

4.8. BOULEVARD AND AREA RESTORATION. The DEVELOPER shall permanently sod or seed any boulevards along Hardman Avenue within thirty (30) days of the completion of DEVELOPER IMPROVEMENTS and restore all other areas disturbed by the DEVELOPER in accordance with the approved erosion control plan, over the entire FINAL PLAT. Upon request of the CITY ENGINEER, the DEVELOPER shall remove the silt fences after grading and construction have occurred. The CITY shall permanently sod or seed any boulevards along MARLEY DANNER DRIVE within thirty (30) days of the completion of CITY-CONSTRUCTED PUBLIC IMPROVEMENTS and restore all other areas disturbed by CITY in accordance with the approved erosion control plan, over the entire FINAL PLAT. Upon request of the CITY ENGINEER, the CITY shall remove the silt fences after grading and construction have occurred.

4.9. LANDSCAPING. The DEVELOPER is responsible for installing all landscaping improvements shown on the DEVELOPER'S approved landscape plan and complying with the Letter of Credit requirements in Section 15.1 and in Exhibit F.

4.10. STORMWATER MANAGEMENT PLAN AND EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas and a grading permit from the CITY. Such plans are detailed on the DEVELOPMENT PLANS and the PUBLIC IMPROVEMENT PLANS and have been approved by the CITY ENGINEER. The DEVELOPER shall install and maintain such erosion control structures as required by the DEVELOPMENT PLANS and as required in Exhibit D, or as it becomes necessary subsequent thereto and prior to substantial completion of the DEVELOPMENT PROJECT; provided, however, the CITY shall install and maintain such erosion control structures as required by the PUBLIC IMPROVEMENT PLANS and as required in Exhibit D, or as it becomes necessary subsequent thereto and prior to substantial completion of the DEVELOPMENT PROJECT. Except to the extent required to be completed by the CITY as herein provided or otherwise caused by the CITY'S negligence or misconduct, the DEVELOPER shall be responsible for all damage caused as a result of grading and excavation including, but not limited to, restoration of existing control structures and clean-up of adjacent public right of way. The DEVELOPER or CITY, as applicable shall seed or sod (or use such other reasonable erosion control measure) any disturbed areas in accordance with the DEVELOPMENT PLANS and the PUBLIC IMPROVEMENT PLANS, as applicable. After the DEVELOPMENT PROPERTY is rough graded, the DEVELOPER or CITY, as applicable must provide erosion control devices that are required by the DEVELOPMENT

PLANS. The parties recognize that time is of the essence in controlling erosion. If the DEVELOPER or CITY does not provide erosion control, as applicable the other party may, after a twenty-four (24) hour FORMAL NOTICE, take appropriate action to control erosion. The completing party shall provide FORMAL NOTICE to the other party of the costs incurred by said party to control erosion, and if the receiving party fails to reimburse the party who completed said work for such costs within thirty (30) days following the party's receipt of FORMAL NOTICE. If the DEVELOPER is responsible for reimbursing costs to the CITY, then the CITY may, as its sole and exclusive remedy, draw upon any posted financial guarantee in accordance with the procedure set forth in Section 15.1 to pay costs incurred by the CITY in controlling erosion within the DEVELOPMENT PROPERTY. If the LOC is insufficient to cover the CITY'S costs, the CITY may assess the out-of-pocket costs incurred by the CITY against the DEVELOPMENT PROPERTY.

4.11. WEED/GRASS MAINTENANCE. During construction of the DEVELOPMENT PROJECT, DEVELOPER must not allow or permit any weeds, grass, brush, or other rank vegetation to a height greater than eight (8) inches, or permit any accumulation of dead weeds, grass or brush. In the event the DEVELOPER fails to comply with this provision, the CITY may give the DEVELOPER FORMAL NOTICE to cut or remove material in violation of this paragraph. If the DEVELOPER fails to cut or remove material in violation of this paragraph within three (3) business days following the DEVELOPER'S receipt of such notice from the CITY, then the CITY may cut or remove material in violation of this paragraph and all costs of cutting or removing incurred by the CITY must be paid by the DEVELOPER within forty-five (45) days following the DEVELOPER'S receipt of an invoice of such costs from the CITY, and if DEVELOPER fails to do so, then the CITY may, as its sole and exclusive remedy, draw upon any posted financial guarantee in accordance with the procedure set forth in Section 15.1 to pay costs incurred by the CITY in connection with this Section.

4.12. PROHIBITION ON TRANSFER OF RESPONSIBILITY. The DEVELOPER may not transfer or assign its responsibility to perform the requirements of Street Sweeping, Street Signs, Street Maintenance, Restoration, Access and Repair, Landscaping, and Erosion Control without the CITY's prior written consent.

4.13. OBLIGATION TO CONSTRUCT DEVELOPER IMPROVEMENTS. Notwithstanding anything to the contrary contained in this DEVELOPMENT AGREEMENT, the DEVELOPER shall have no obligation to construct and install the DEVELOPER IMPROVEMENTS unless the DEVELOPER elects to proceed with the DEVELOPMENT PROJECT, at the DEVELOPER'S sole and absolute discretion.

ARTICLE 5

PARK CONTRIBUTION REQUIREMENTS

5.1 PARK DEDICATION. The DEVELOPER shall comply with the park dedication requirements as defined in the CITY Code and identified in Exhibit C.

ARTICLE 6

PERMITS, LICENSES AND OTHER APPROVALS

6.1. PERMITS. The DEVELOPER shall apply for, and the CITY shall issue in a timely manner, the approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES, as identified on Exhibit E attached hereto, and shall meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be met before the DEVELOPMENT IMPROVEMENTS and DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS may be lawfully constructed. Major design requirements of any such entities was determined prior to completion and incorporated into the DEVELOPMENT PLANS and PUBLIC IMPROVEMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The CITY shall apply for and pay for any applicable approvals and permits from the applicable OTHER REGULATORY AGENCIES in connection with its construction of the CITY-CONSTRUCTED PUBLIC IMPROVEMENTS.

ARTICLE 7 **OTHER DEVELOPMENT REQUIREMENTS**

7.1. MISCELLANEOUS REQUIREMENTS. The DEVELOPER shall comply with the additional requirements for approval of the DEVELOPMENT PROJECT as specified by the COUNCIL which are incorporated herein and identified on Exhibit D.

ARTICLE 8 **WARRANTY PERIOD**

8.1. WARRANTY PERIOD. Upon FINAL ACCEPTANCE, CITY ENGINEER or PLANNING MANAGER, as deemed appropriate depending on the type of DEVELOPER IMPROVEMENTS, DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS or those portions of the CITY-CONSTRUCTED PUBLIC IMPROVEMENTS completed by DEVELOPER pursuant to Section 3.1.b), if applicable, will provide FORMAL NOTICE to DEVELOPER that the warranty period has begun.

8.2. WARRANTY ON PROPER WORK AND MATERIALS. The DEVELOPER warrants all work required to be performed by it under this DEVELOPMENT AGREEMENT against defective material and faulty workmanship after FINAL ACCEPTANCE for the period of time as stated below:

- a) Related to DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS and DEVELOPER IMPROVEMENTS: Landscaping, which includes all trees, grass, and sod shall be warranted to be alive, of good quality and disease free shall be warranted for a period of one (1) year after planting. Any replacements shall be similarly warranted for one (1) year after planting.
- b) Related to DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS or those portions of the CITY-CONSTRUCTED PUBLIC IMPROVEMENTS constructed by DEVELOPER pursuant to Section 3.1.b), if applicable: Streets, sidewalks, trails,

lighting and utilities shall be warranted for a period of two (2) years. The warranty shall include the obligation of the DEVELOPER to repair and correct any damage or deficiency due to defective material or faulty workmanship in such improvements during the warranty period.

ARTICLE 9

RESPONSIBILITY FOR COSTS

9.1. DEVELOPER AND PUBLIC IMPROVEMENT COSTS. The DEVELOPER shall contract and construct the DEVELOPER IMPROVEMENTS, DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS and those portions of the CITY-CONSTRUCTED PUBLIC IMPROVEMENTS constructed by DEVELOPER pursuant to Section 3.1.b), if applicable and pay for the portion of PUBLIC IMPROVEMENTS as allocated in 3.7. The DEVELOPER is responsible for contracting for the testing of its private utilities and the CITY shall be responsible for contracting for the testing of the public utilities. The CITY'S designated inspector on the DEVELOPMENT PROJECT will coordinate the street and utility testing activities. All testing reports shall be sent to the CITY with a copy to the DEVELOPER.

9.2. ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT AGREEMENT, including engineering costs and reasonable attorneys' fees, if the CITY is the prevailing party in any such enforcement action. The CITY shall pay the DEVELOPER for costs incurred in the enforcement of this DEVELOPMENT AGREEMENT, including engineering costs and reasonable attorneys' fees, if the DEVELOPER is the prevailing party in any such enforcement action.

9.3. TIME OF PAYMENT. DEVELOPER shall pay all bills for all costs due under this DEVELOPMENT AGREEMENT received by DEVELOPER from the CITY within forty-five (45) days after billing. Bills not paid within forty-five (45) days shall bear interest at the rate of eight percent (8%) per year. CITY shall pay all bills for all PUBLIC IMPROVEMENT costs due under this DEVELOPMENT AGREEMENT received by CITY from the DEVELOPER within forty-five (45) days after billing. Bills not paid within forty-five (45) days shall bear interest at the rate of eight percent (8%) per year.

ARTICLE 10
DEVELOPER WARRANTIES

10.1. STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby warrants and represents the following:

- a) **AUTHORITY.** DEVELOPER is the fee simple owner of the DEVELOPMENT PROPERTY in the FINAL PLAT and has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any third-parties are necessary in connection with the authority of DEVELOPER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT; provided the FINAL PLAT is fully executed and recorded.
- b) **NO DEFAULT.** To DEVELOPER's knowledge, DEVELOPER is not in default under any lease, contract or agreement relating to the DEVELOPMENT PROPERTY to which it is a party or by which it is bound beyond applicable notice and cure periods which would affect performance under this DEVELOPMENT AGREEMENT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT AGREEMENT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.
- c) **PRESENT COMPLIANCE WITH LAWS.** To DEVELOPER's knowledge, DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS relating to the DEVELOPMENT PROPERTY; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- d) **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS relating to the DEVELOPMENT PROPERTY.
- e) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or, to the best of the DEVELOPER'S knowledge, threatened against or affecting DEVELOPER or the DEVELOPMENT PROPERTY, DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS that would materially affect DEVELOPER'S performance under this DEVELOPMENT AGREEMENT. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality that would materially affect DEVELOPER'S performance under this DEVELOPMENT AGREEMENT.

- f) **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER in this DEVELOPMENT AGREEMENT intentionally contains any untrue statement of material fact or intentionally omits any material fact the omission of which would be misleading. Any unintentional untrue statements or omissions shall be corrected or cured within forty-five (45) days after the DEVELOPER receives FORMAL NOTICE, unless an extension is granted by the CITY.
- g) **PLAT COMPLIANCE.** To DEVELOPER's knowledge, the FINAL PLAT and the DEVELOPMENT PLANS comply with all CITY, COUNTY, metropolitan, state and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances and environmental regulations.
- h) **WARRANTY ON PROPER WORK AND MATERIALS.** The DEVELOPER warrants all work required to be performed by it under this DEVELOPMENT AGREEMENT pursuant to Article 8. The DEVELOPER shall be solely responsible for all costs of performing repair work, which repair work shall be to the condition required in the DEVELOPMENT PLANS within forty-five (45) days of receipt of FORMAL NOTICE; except as related to erosion control in Sections 4.6, 4.7, 4.8, 4.10 and 4.11. If the repair work reasonably requires more than thirty (30) days, DEVELOPER shall request additional time from the CITY ENGINEER, which shall not be unreasonably withheld, conditioned or delayed.
- i) **OBTAINING PERMITS.** Subject to Section 6.1, the DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS or DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS may be lawfully constructed. A list of the CITY permits, licenses, and approvals required is identified on Exhibit E.

ARTICLE 11

[INTENTIONALLY BLANK]

ARTICLE 12 **CITY WARRANTIES**

12.1. STATEMENT OF CITY WARRANTIES. The CITY hereby warrants and represents as follows:

- a) **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing and in good standing under the laws of the State of Minnesota.
- b) **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.

- c) **NO DEFAULT.** The CITY is not in default under any lease, contract or agreement to which it is a party or by which it is bound beyond applicable notice and cure periods which would affect performance under this DEVELOPMENT AGREEMENT. The CITY is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree which would prohibit the execution or performance of this DEVELOPMENT AGREEMENT by the CITY or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.
- d) **FULL DISCLOSURE.** None of the representations and warranties made by the CITY in this DEVELOPMENT AGREEMENT intentionally contains any untrue statement of material fact or intentionally omits any material fact the omission of which would be misleading. Any unintentional untrue statements or omissions shall be corrected or cured within thirty (30) days after the CITY receives FORMAL NOTICE, unless an extension is granted by the DEVELOPER.

ARTICLE 13 **INDEMNIFICATION OF CITY**

13.1. INDEMNIFICATION OF CITY. Provided the CITY is not in CITY DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim, loss or damage, DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless from and against any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to the following, except when such claims, demands, suits, costs, expenses, actions, or proceedings are the result of the intentional misconduct of the CITY and provided that this indemnification shall not apply to the warranties made or obligations undertaken by the CITY under this Agreement:

- a) A breach by the DEVELOPER of the DEVELOPER WARRANTIES, which are not cured as provided herein;
- b) Subject to UNAVOIDABLE DELAYS, failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY ordinances, standards and specifications;
- c) Subject to UNAVOIDABLE DELAYS, failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT beyond any applicable notice and cure periods;
- d) Failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen relating to the DEVELOPER IMPROVEMENTS and DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS;

- e) Failure by the DEVELOPER to pay for materials relating to the DEVELOPER IMPROVEMENTS and DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS;
- f) Subject to UNAVOIDABLE DELAYS, failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS and DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS;
- g) Subject to UNAVOIDABLE DELAYS, construction of the DEVELOPER IMPROVEMENTS;
- h) Subject to UNAVOIDABLE DELAYS, delays in construction of the DEVELOPER IMPROVEMENTS; or
- i) Payment by DEVELOPER for any required costs or assessments pursuant to this DEVELOPMENT AGREEMENT within the time frames contemplated herein.

13.2. INDEMNIFICATION OF DEVELOPER. Provided the DEVELOPER is not in DEVELOPER DEFAULT beyond the applicable notice and cure period under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim, loss or damage, the CITY shall indemnify, defend and hold the DEVELOPER, its owners, partners, agents, employees, attorneys and representatives harmless from and against 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 DEVELOPER incurs or suffers, which arise out of, result from or relate to:

- a) Breach by the CITY of the CITY WARRANTIES; or
- b) Failure by the CITY to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT; or
- c) Payment by CITY to DEVELOPER for any required costs or assessments

13.3. NOTICE. Within a reasonable period of time after either party's receipt of actual notice of any matter giving rise to a right of payment against that party pursuant to Sections 13.1 or 13.2, the noticing party shall give the FORMAL NOTICE in reasonable detail to the receiving party. The receiving party shall not be obligated to make any payment to the noticing party for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the noticing party during which time the receiving party shall have the right to cure or remedy the event leading to such claim. Notwithstanding the foregoing, if the event leading to such claim reasonably requires more than thirty (30) days to cure, the receiving party may request additional time to cure, which shall not be unreasonably withheld, conditioned or delayed by the receiving party.

13.4. DEFENSE OF CLAIM. Provided the noticing party is not in DEFAULT, which remains uncured has not occurred under the DEVELOPMENT AGREEMENT beyond any

applicable notice and cure period with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the noticing party by a third party of the nature covered by Section 13.1 or Section 13.2, and provided that the noticing party gives FORMAL NOTICE thereof, the receiving party will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the noticing party, which approval will not be unreasonably withheld or delayed; the receiving party will pay all costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the noticing party shall at all times also have the right to fully participate in the defense at the noticing party's expense. If the receiving party fails to defend within ten (10) days following the receiving party's receipt of FORMAL NOTICE from the noticing party of the receiving party's defense obligations hereunder, then the noticing party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the receiving party.

ARTICLE 14 **REMEDIES UPON DEFAULT**

14.1. CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by UNAVOIDABLE DELAYS, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT, unless an extension is granted by the CITY ENGINEER. If the cure work reasonably requires more than thirty (30) days, CITY shall request additional time from the DEVELOPER, which shall not be unreasonably withheld, conditioned or delayed. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not timely cure the DEVELOPER DEFAULT, then the CITY may avail itself of any remedy afforded by law or equity and any of the following remedies:

- a) The CITY may specifically enforce this DEVELOPMENT AGREEMENT;
- b) The CITY may suspend any work, improvement or obligation to be performed by the CITY;
- c) The CITY may collect on the irrevocable LOC, or cash deposit pursuant to Article 15 hereof;
- d) The CITY may suspend the building inspections for the building within the DEVELOPMENT PLANS;
- e) The CITY may, at its sole option, perform the work or improvements relating to the PUBLIC IMPROVEMENTS to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any costs and expenses incurred by the CITY;
- f) The City may specially assess any out-of-pocket expenses not recovered by one of the remedies above through a special assessment.

14.2. DEVELOPER REMEDIES. If a CITY DEFAULT occurs, that is not caused by UNAVOIDABLE DELAYS, the DEVELOPER shall give the CITY FORMAL NOTICE of the CITY DEFAULT and the CITY shall have thirty (30) days to cure the CITY DEFAULT. If the cure work reasonably requires more than thirty (30) days, CITY shall request additional time from the DEVELOPER, which shall not be unreasonably withheld, conditioned or delayed. If the CITY, after FORMAL NOTICE to it by the DEVELOPER, does not cure the CITY DEFAULT, then the DEVELOPER may avail itself of any remedy afforded by law or equity and any of the following remedies:

- a) The DEVELOPER may specifically enforce this DEVELOPMENT AGREEMENT;
- b) The DEVELOPER may suspend any work, improvement or obligation to be performed by the DEVELOPER.
- c) The DEVELOPER, may, at its sole option, perform the work or improvements relating to the PUBLIC IMPROVEMENTS to be performed by the CITY as provided herein, in which case the CITY shall within forty-five (45) days after written billing by the DEVELOPER reimburse DEVELOPER for any costs and expenses incurred by the DEVELOPER.

14.3. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT AGREEMENT is breached by either party and thereafter waived in writing by the other 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 hereunder. All waivers by either party must be in writing.

14.4. NO REMEDY EXCLUSIVE. Except as otherwise expressly set forth herein, no remedy herein conferred upon or reserved to the CITY or DEVELOPER 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 the DEVELOPMENT 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. In order to entitle the CITY or DEVELOPER to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

14.5. EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER a right to cure the DEVELOPER DEFAULT, in the event of an emergency as reasonably determined by the CITY ENGINEER, resulting from the DEVELOPER DEFAULT, the CITY may perform the work or improvement to be performed by the DEVELOPER, to the extent necessary to address the emergency, without giving any notice or FORMAL NOTICE to the DEVELOPER (provided, however, the CITY shall give DEVELOPER such notice as is reasonable under the circumstances) and without giving the DEVELOPER the right to cure the DEVELOPER DEFAULT. In such case,

the DEVELOPER shall within thirty (30) days after receipt of a written invoice by the CITY reimburse the CITY for any and all costs incurred by the CITY.

ARTICLE 15

FINANCIAL OBLIGATIONS

15.1. DEVELOPER'S LETTER OF CREDIT OR CASH ESCROW AND CASH AMOUNTS. The DEVELOPER shall deposit with the CITY an irrevocable Letter of Credit or cash escrow for the amounts required on Exhibit F and Exhibit G. The Letter of Credit may be replaced from time to time as determined by DEVELOPER and as approved by the CITY. In lieu of an irrevocable LOC, DEVELOPER may deposit cash escrow or other security acceptable to CITY.

The bank and form of the irrevocable LOC shall be subject to approval by the CITY Finance Director and shall continue to be in full force and effect until released by the CITY. The irrevocable LOC shall be for a term ending two (2) years after FINAL ACCEPTANCE by the CITY; provided, however the Landscaping LOC shall only be for a term ending one (1) year after FINAL ACCEPTANCE by the CITY. In the alternative, the LOC may be for a one-year term provided it is automatically renewable for successive one-year periods from the present or any future expiration dates, and further provided that the irrevocable LOC states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable LOC shall secure compliance by the DEVELOPER with the terms of this DEVELOPMENT AGREEMENT. The CITY may draw down on the irrevocable LOC or cash escrow, without any further notice than that provided in Section 14.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a) A DEVELOPER DEFAULT; or
- b) Upon the CITY receiving notice that the irrevocable LOC will be allowed to lapse prior to two (2) years after FINAL ACCEPTANCE (or prior to one (1) year for the Landscaping LOC) by the CITY unless within ten (10) days after FORMAL NOTICE to DEVELOPER of the foregoing, the CITY receives (i) notice regarding issuance of a replacement LOC prior to such lapse and/or (ii) a replacement LOC is posted.

Provided, however, that the CITY may only draw down on the applicable LOC for issues related to that work (i.e. if issues with landscaping, the CITY may only draw on the Landscaping LOC; if issues with the DEVELOPER IMPROVEMENTS, the CITY may only draw on the DEVELOPER IMPROVEMENTS LOC; and if issues with the PUBLIC IMPROVEMENTS, the CITY may only draw on the PUBLIC IMPROVEMENTS LOC).

The CITY shall use the applicable LOC proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS or PUBLIC IMPROVEMENTS to be constructed to the extent practicable; if the CITY ENGINEER determines that such DEVELOPER IMPROVEMENTS have been constructed and after retaining 20% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER.

The irrevocable LOC shall be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.2. LOC RELEASE AND LOC INCREASE; DEVELOPER IMPROVEMENTS.

The DEVELOPER may request that the LOC or cash deposits required by the DEVELOPMENT AGREEMENT be reduced at the following intervals:

- a) At substantial completion of DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS or those portions of the CITY-CONSTRUCTED PUBLIC IMPROVEMENTS completed by DEVELOPER pursuant to Section 3.1.b), if applicable, and listed in Exhibit G (excluding PUBLIC IMPROVEMENTS completed by CITY as provided herein), however, the CITY will reduce all but 20% of the PUBLIC IMPROVEMENTS LOC, which remainder shall be held until the expiration of 2-year warranty period relating to the DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS and those portions of the CITY-CONSTRUCTED PUBLIC IMPROVEMENTS constructed by DEVELOPER pursuant to Section 3.1.b), if applicable; and
- b) At substantial completion of the DEVELOPER IMPROVEMENTS listed in Exhibit F, however, the CITY will reduce all but 10% of the DEVELOPER IMPROVEMENTS LOC, which remainder shall be held until the expiration of the 1-year Landscape warranty period.

If it is determined by the CITY that the DEVELOPMENT PLANS or PUBLIC IMPROVEMENT PLANS (other than PUBLIC IMPROVEMENTS completed by the CITY as provided herein) were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of FINAL ACCEPTANCE, that the DEVELOPER post an irrevocable LOC, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

15.3. DEVELOPER'S CASH FEES AND ESCROW DEPOSIT REQUIREMENTS.

DEVELOPER shall deposit cash with the CITY for those items and in the amounts required in Exhibit C.

ARTICLE 16
MISCELLANEOUS

16.1. CITY’S DUTIES. The terms of this DEVELOPMENT AGREEMENT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS or DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS.

16.2. COMMENCEMENT AND COMPLETION OF CONSTRUCTION.

- a) Subject to UNAVOIDABLE DELAYS, CITY shall use reasonable efforts to commence construction on PUBLIC IMPROVEMENTS in MARLEY DANNER DRIVE by June 30, 2026 with substantial completion of such PUBLIC IMPROVEMENTS in the DEVELOPMENT PROPERTY by November 15, 2026.
- b) Subject to UNAVOIDABLE DELAYS, DEVELOPER shall commence construction of the DEVELOPMENT PROJECT by May 1, 2026. CITY shall grant an extension of the building permit expiration date for up to 30 days, in the event of inclement weather or flooding, or for up to 90 days, in the event of UNAVOIDABLE DELAYS, if requested by the DEVELOPER in writing. DEVELOPER shall substantially complete construction of DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS in Hardman Avenue by November 15, 2026.

All work with respect to the DEVELOPMENT PROJECT to be constructed or provided by DEVELOPER on the DEVELOPMENT PROPERTY shall be in substantial conformity with the DEVELOPMENT PLANS and PUBLIC IMPROVEMENT PLANS and DEVELOPER will not materially modify the size or exterior appearance of the DEVELOPMENT PROJECT without the consent of the CITY, which consent shall not be unreasonably withheld. DEVELOPER shall coordinate all PUBLIC IMPROVEMENT construction activities with the CITY as it relates to other CITY construction projects in the vicinity of the DEVELOPMENT PROJECT and DEVELOPMENT PROPERTY.

All work with respect to the DEVELOPMENT PROJECT to be constructed or provided by CITY on the DEVELOPMENT PROPERTY shall be in substantial conformity with the DEVELOPMENT PLANS and PUBLIC IMPROVEMENT PLANS and CITY will not materially modify the size or exterior appearance of the DEVELOPMENT PROJECT without the consent of the DEVELOPER, which consent shall not be unreasonably withheld. CITY shall coordinate all PUBLIC IMPROVEMENT construction activities with the DEVELOPER.

16.3. NO THIRD-PARTY RECOURSE. Third parties shall have no recourse against the CITY or the DEVELOPER under this DEVELOPMENT AGREEMENT.

16.4. VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this DEVELOPMENT AGREEMENT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT AGREEMENT.

16.5. RECORDING. The DEVELOPMENT AGREEMENT shall be recorded with the COUNTY Recorder and the DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

16.6. BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT AGREEMENT shall run with the land on the DEVELOPMENT PROPERTY and shall be binding upon the successors and assigns of the DEVELOPER.

16.7. CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT AGREEMENT without the prior written consent of the COUNCIL, which approval will not be unreasonably withheld. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT AGREEMENT on behalf of DEVELOPER. Upon satisfaction of such requirements by such third-party buyer, the DEVELOPER'S obligations hereunder shall terminate. Absent approval of the COUNCIL, the DEVELOPER'S obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells any part of or the entire DEVELOPMENT PROJECT. Upon an approved assignment in accordance with this Section, the third-party buyer shall be permitted to provide replacement LOC to the CITY satisfying the LOC requirements set forth under this DEVELOPMENT AGREEMENT and upon the delivering of such replacement LOC, the CITY shall immediately release the LOC provided by DEVELOPER

16.8. AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT 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 DEVELOPMENT AGREEMENT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT AGREEMENT, waive compliance by another with any of the covenants contained in this DEVELOPMENT 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 DEVELOPMENT 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 DEVELOPMENT 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.

16.9. GOVERNING LAW. This DEVELOPMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of Minnesota.

16.10. COUNTERPARTS. This DEVELOPMENT 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.

16.11. HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT AGREEMENT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

16.12. INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT AGREEMENT or if the obligation imposed hereunder upon the DEVELOPER are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the DEVELOPER shall prevail.

16.13. ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license and right of entry to enter the DEVELOPMENT PROPERTY to perform all work and inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS and PUBLIC IMPROVEMENTS.

16.14. FURTHER ASSURANCES AND WAIVER. The CITY and DEVELOPER hereto shall do all things necessary or appropriate to carry out the terms and provisions of this DEVELOPMENT AGREEMENT and to aid and assist each other in carrying out the terms and objectives of this DEVELOPMENT AGREEMENT and the intentions of the CITY and DEVELOPER as reflected by said terms and provisions, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the CITY of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this DEVELOPMENT AGREEMENT all as may be necessary to give effect to the terms and objectives of this DEVELOPMENT AGREEMENT and the intentions of the parties as reflected by said terms.

16.15. ESTOPPEL CERTIFICATE. The CITY agrees that it will, from time to time, upon request by the DEVELOPER, execute and deliver to DEVELOPER and to any parties designated by the DEVELOPER, within ten (10) days following request therefor, an estoppel certificate on DEVELOPER'S form, certifying (i) that this DEVELOPMENT AGREEMENT is unmodified and in full force and effect (or if there had been modifications, that the same are in full force and effect as so modified), (ii) that there are no defaults hereunder (or specifying any claimed defaults), and (iii) such other matters as may be reasonably requested by DEVELOPER, including, without limitation, certifications as to the completion and FINAL ACCEPTANCE of the PUBLIC IMPROVEMENTS contemplated hereby, and the amount of the security outstanding.

16.16. MORTGAGEE'S PROTECTION. The obligations of DEVELOPER and its successors under this DEVELOPMENT AGREEMENT shall not be binding upon any mortgagee, ground lessors, sale-leaseback lessors and/or trust deed holders (collectively, "MORTGAGEE") that acquire title to all or any portion of the DEVELOPMENT PROPERTY by trustee's sale, foreclosure, or deed-in-lieu of foreclosure or otherwise, but any such MORTGAGEE shall not be entitled to proceed with development of the DEVELOPMENT PROJECT or any portion thereof unless and until such MORTGAGEE has consented in writing to be bound by all of the terms, covenants and conditions of this DEVELOPMENT AGREEMENT. The CITY agrees to give any MORTGAGEES, by registered or certified mail, a copy of any notice of default served upon DEVELOPER, provided that prior to such notice the CITY has been notified, in writing (by way of notice of Assignment of Rents and Leases or otherwise) of the address of such MORTGAGEE. The CITY further agrees that, except in instances where there is an imminent likelihood that public health or safety would be materially and adversely affected by such default, if DEVELOPER shall fail to cure such default within the time provided in this DEVELOPMENT AGREEMENT, then such MORTGAGEE shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured

within such 30-day time period, then such additional time as may be necessary if within such 30-day period, such MORTGAGEE has commenced and is diligently pursuing the remedies necessary to cure such default (including, without limitation, commencement of foreclosure proceedings, if necessary to effect such cure) in which event this DEVELOPMENT AGREEMENT shall not be terminated nor shall the CITY exercise any rights or remedies hereunder while such remedies are being so diligently pursued.

16.17. CONSENTS. Whenever the consent or approval of either party is required under this DEVELOPMENT AGREEMENT, such consent shall not be unreasonably withheld, delayed or conditioned. Each party shall act in good faith and in a commercially reasonable manner with respect to any matter contemplated by this DEVELOPMENT AGREEMENT, including, without limitation, approving or disapproving any request, including any request for reduction of any security or approval of plans.

16.18. LIABILITY. The CITY agrees to look to the interest of the DEVELOPER in the DEVELOPMENT PROPERTY for the recovery of any judgment from the DEVELOPER, it being agreed that the DEVELOPER and its successors, partners, directors, officers, members, managers or shareholders shall never be personally liable for any such judgment.

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT AGREEMENT as of the Effective Date.

CITY:
CITY OF SOUTH ST. PAUL

By: _____
James P. Francis
Its Mayor

By: _____
Deanna Werner
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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 City Clerk of the City of South St. Paul, the municipality named in the foregoing instrument, and that the said instrument was signed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPER:

DANNER FAMILY LIMITED PARTNERSHIP,
a Minnesota limited partnership

By: Black Dog Properties, Inc.,
a Minnesota corporation, its sole general partner

By: 
Bryan Chirhart
Its Vice President

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

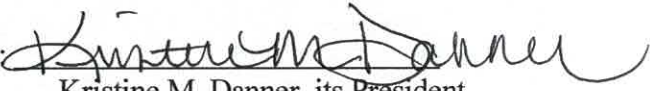
On this 17th day of October, 2025, before me a Notary Public within and for said County, personally appeared Bryan Chirhart to me personally known, who being by me duly sworn, did say that he is the Vice President of Black Dog Properties, Inc., a Minnesota corporation, the general partner of Danner Family Limited Partnership, a Minnesota limited partnership, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said partnership.




Notary Public

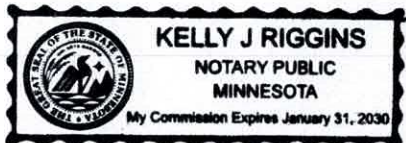
DANNER FAMILY LIMITED PARTNERSHIP,
a Minnesota limited partnership

By: Black Dog Properties, Inc.,
a Minnesota corporation, its sole general partner

By: 
Kristine M. Danner, its President

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 17th day of October, 2025, before me a Notary Public within and for said County, personally appeared Kristine M. Danner to me personally known, who being by me duly sworn, did say that she is the President of Black Dog Properties, Inc., a Minnesota corporation, the general partner of Danner Family Limited Partnership, a Minnesota limited partnership, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said partnership.




Notary Public

**THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:**
Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
DEVELOPMENT PROPERTY

Real property situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described as:

Lot 1, Block 1, Wakota 2nd Addition
Lot 1, Block 2, Wakota 2nd Addition
Outlot A, Wakota 2nd Addition

Abstract Property

Egan, Field & Nowak, Inc.
land surveyors since 1872
SHEET 10523SHEET

CALPLA

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EXHIBIT B
CONT.

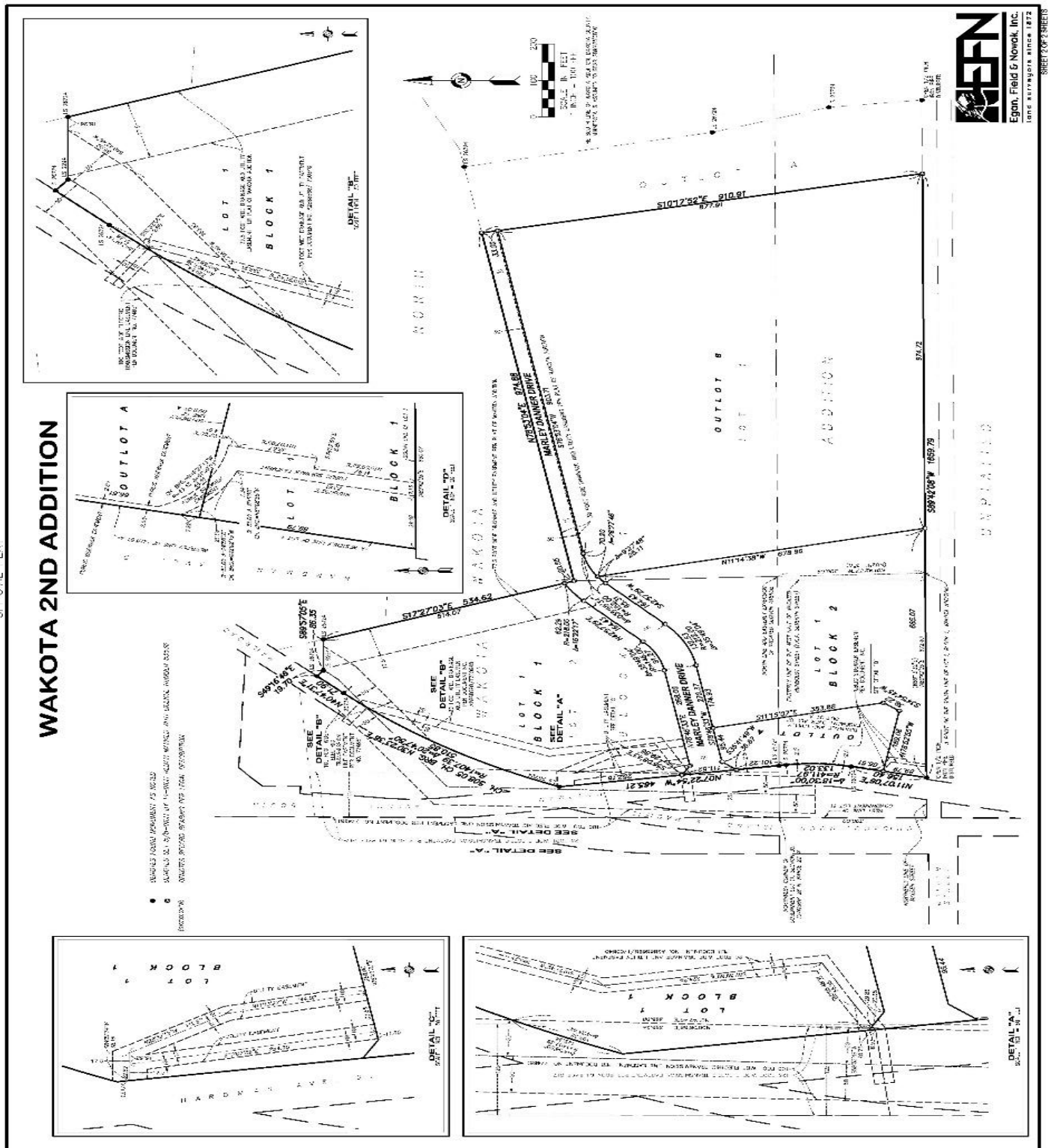


EXHIBIT C
DEVELOPER IMPROVEMENTS
CITY FEES

City Fees	Unit	Qty	Unit Cost	Total
Park Dedication Fees	ACRE	6.97	\$ 5,000.00	\$ 34,850
Total Fees				\$ 34,850

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE FINAL PLAT.**
 - a. DEVELOPER must provide the Cash and LOC for the amounts stated on Exhibits C, F and G of this DEVELOPMENT AGREEMENT.
 - b. DEVELOPER shall execute a Stormwater Maintenance Agreement for the stormwater pond and structures.
 - c. DEVELOPER shall execute drainage and utility easements as needed by the CITY.
 - d. DEVELOPER shall execute a sidewalk easement for that portion of the sidewalk in DEVELOPMENT PROPERTY connecting to the sidewalk in the Hardman Avenue right of way.
- 2) **ISSUES BUILDING PERMITS.** No building permits shall be issued until:
 - a. All the conditions in Paragraph 1 of this Exhibit D have been met;
 - b. The documents below have been recorded in the following order:
 - Final Plat
 - Development Agreement
 - Drainage and Utility Easement (if necessary)
 - Stormwater Maintenance Agreement
 - Sidewalk Easement
- 3) **TEMPORARY CERTIFICATES OF OCCUPANCY.** Prior to the issuance of a Temporary Certificate Of Occupancy, all the following conditions must be satisfied:
 - a) All the conditions listed in Paragraph 1-2 of this Exhibit D must be satisfied.
 - b) The substantial completion of DEVELOPER-Constructed PUBLIC IMPROVEMENTS.
 - c) Fire Alarm final approval, if applicable.
 - d) Fire Sprinkler final approval, if applicable.
 - e) Fire Marshal final approval.
 - f) Final Electrical approval.

- g) Final Building Inspection that includes the following, all life safety requirements must be completed, all exit signs with backup power installed and working, all interior and exterior egress light with backup power installed and working, all required exits with a clear path to the public right of way, and a list from the Building Official of required items to be completed to approve a Final Certificate of Occupancy.
 - h) Approval from the Planners and Engineers for a Temporary Certificate of Occupancy with a list of required items to be completed to approve a Final Certificate of Occupancy.
 - i) Approval letter from the Minnesota Department of Agriculture, if applicable.
 - j) Approval letter from the Minnesota Pollution Control Agency, if applicable.
 - k) Approval letter from the Dakota County Environmental Health Department, if applicable.
- 4) **CERTIFICATES OF OCCUPANCY.** Prior to issuance of any certificate of occupancy, all the following conditions must be satisfied:
- a) All the conditions listed in Paragraph 1-3 of this Exhibit D must be satisfied.
 - b) As-built surveys of public and private improvements have been received by the CITY.
 - c) All trees and shrubs required in Section 4.7 have been planted.
- 5) **EROSION CONTROL.** DEVELOPER is responsible for erosion control throughout the DEVELOPMENT PROPERTY pursuant to the NPDES permit until turf is established on the DEVELOPMENT PROPERTY.
- 6) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The letter of credit amount stated on Exhibit F shall include an appropriate amount as determined by the to ensure that the DEVELOPER removes any construction debris resulting from the construction of the PUBLIC IMPROVEMENTS AND DEVELOPER IMPROVEMENTS from streets adjoining the DEVELOPMENT PROJECT and from private properties that are adjacent to the DEVELOPMENT PROJECT. During the construction of the building and other improvements within the DEVELOPMENT PROJECT, the DEVELOPER is responsible for removing any construction debris that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

EXHIBIT E
PERMITS, LICENSES AND OTHER APPROVALS

1. Any licenses or permits required by the Minnesota Department of Health, including a watermain extension plan review.
2. NPDES Permit from the MPCA.
3. Right of Way Permit from the CITY.
4. Grading Permit from the CITY.
5. Any contractor licenses from the CITY or the State of Minnesota.
6. Building, plumbing and mechanical Permits from the CITY.
7. Electrical Permits from the CITY.
8. Utility permits that may be required from the CITY, State of Minnesota or any utility company.
9. Army Corps of Engineers permits (to be obtained with CITY's Verderosa Extension Project).
10. MPCA Sanitary Sewer Extension Permit

EXHIBIT F
DEVELOPER IMPROVEMENTS
LETTER OF CREDIT (“LOC”) or CASH ESCROW

Grading LOC – Building #1	Unit	Qty	Unit Cost	Total
Grading/Fill/Land alteration escrow for Erosion Control Inspections	AC	6.9441	\$3,000.00	\$20,832.30
Landscaping LOC – Building #1	Unit	Qty	Unit Cost	Total
Landscaping Letter of Credit	1	NA	\$7,500	\$7,500

EXHIBIT G
PUBLIC IMPROVEMENTS
LETTER OF CREDIT OR CASH ESCROW
AND CASH PAYMENTS

**DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS
LOC OR CASH ESCROW**

PUBLIC IMPROVEMENTS Hardman Avenue	Estimated Construction Cost (Danner)	Estimated Construction Cost (City)	Estimated Construction Cost (Total)
Sanitary Sewer	\$ 0.00	\$ 14,680.00	\$ 14,680.00
Watermain Upsizing	\$ 0.00	\$ 18,131.00	\$ 18,131.00
Watermain	\$ 0.00	\$ 22,014.00	\$ 22,014.00
Sidewalk	\$ 25,000.00		\$ 25,000.00
Street Trees	\$ 6,000.00		\$ 6,000.00
Subtotal LOC OR CASH ESCROW:	\$ 31,000.00	\$ 54,825.00	\$ 85,825.00
TOTAL LOC OR CASH ESCROW (x 125%)	\$ 38,750.00		

CITY-CONSTRUCTED PUBLIC IMPROVEMENTS

PUBLIC IMPROVEMENTS Marley Danner Drive			
Sanitary Sewer	\$ 0.00	\$ 41,976.00	\$ 41,976.00
Watermain	\$ 0.00	\$ 77,010.00	\$ 77,010.00
Storm Sewer	\$ 0.00	\$ 65,572.00	\$ 65,572.00
Marley Danner Drive	\$ 0.00	\$ 216,116.00	\$ 216,116.00
Sidewalk	\$ 0.00	\$ 15,000.00	\$ 15,000.00
Street Lighting	\$ 0.00	\$ 22,810.00	\$ 22,810.00
Developer Cash Contribution	\$ 115,000.00	(\$ 115,000.00)	(\$ 115,000.00)
TOTAL CASH:	\$ 115,000.00	\$ 323,484.00	\$ 323,484.00

As-Built Plans (2%)	\$ 2,620.00	\$ 7,566.18	\$ 10,186.18
TOTAL LOC (cash escrow) + cash contribution	\$ 156,370.00	\$ 487,875.18	\$ 519,495.18

PERMANENT SIDEWALK EASEMENT

THIS PERMANENT SIDEWALK EASEMENT (“Permanent Easement”) is made, granted and conveyed this _____ day of _____, 2025, by and between Danner Family Limited Partnership, a Minnesota limited partnership (“Landowner”), and the City of South St. Paul, a Minnesota municipal corporation (“City”).

PROPERTY DESCRIPTION

Landowner owns real property in Dakota County, Minnesota legally described as follows on Exhibit A (the “Landowner’s Property”), attached hereto and incorporated herein by reference.

PERMANENT EASEMENT DESCRIPTION

Landowner for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the City, its successors and assigns, forever the following:

A permanent easement for sidewalk purposes and all such purposes ancillary, incident or related thereto, including but not limited to construction, maintenance, improvement, repair and replacement, and restoration purposes and all such purposes ancillary thereto, under, over, across, through and upon that real property legally described on Exhibit B and depicted on Exhibit C (“Permanent Easement Area”), attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement Area; and

- (b) To maintain the Permanent Easement Area, together with the right to excavate and refill ditches or trenches for the location of such sidewalks, retaining walls, streetlights, hydrants, curb, gutter or other street project improvements; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the sidewalks, retaining walls, streetlights, hydrants, curb, gutter or other street project improvements and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

In consideration of the Permanent Easement, the City agrees to maintain, repair, replace and provide snow removal of the sidewalk within the Permanent Easement Area. The City shall be liable for any and all costs and expenses associated with maintaining, repairing and replacing the Permanent Easement Area, including snow removal.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A, the Permanent Easement Area described on Exhibit B and depicted on Exhibit C and has good right to grant and convey the Permanent Easement herein to the City.

This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This Easement 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.

[Remainder of this page has been intentionally left blank]

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

CITY:
CITY OF SOUTH ST. PAUL

By: _____
James P. Francis
Mayor

By: _____
Deanna Werner
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

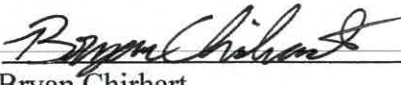
On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared James P. Francis and Tammy Anderson to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of South St. Paul, the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

Notary Public

DEVELOPER:

DANNER FAMILY LIMITED PARTNERSHIP,
a Minnesota limited partnership

By: Black Dog Properties, Inc.,
a Minnesota corporation, its sole general partner

By: 
Bryan Chirhart
Its Vice President

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 17th day of October, 2025, before me a Notary Public within and for said County, personally appeared Bryan Chirhart to me personally known, who being by me duly sworn, did say that he/she is the Vice President of Black Dog Properties, Inc., a Minnesota corporation, the general partner of Danner Family Limited Partnership, a Minnesota limited partnership, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said partnership.




Notary Public

**THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:**
Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

DANNER FAMILY LIMITED PARTNERSHIP,
a Minnesota limited partnership

By: Black Dog Properties, Inc.,
a Minnesota corporation, its sole general partner

By: Kristine M. Danner
Kristine M. Danner
Its President

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 17th day of October, 2025, before me a Notary Public within and for said County, personally appeared Kristine M. Danner to me personally known, who being by me duly sworn, did say that she is the President of Black Dog Properties, Inc., a Minnesota corporation, the general partner of Danner Family Limited Partnership, a Minnesota limited partnership, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said partnership.



Kelly J. Riggins
Notary Public

**THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:**

Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real property situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described as:

Lot 1, Block 2, and Outlot A, WAKOTA 2ND ADDITION, according to the recorded plat thereof, Washington County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

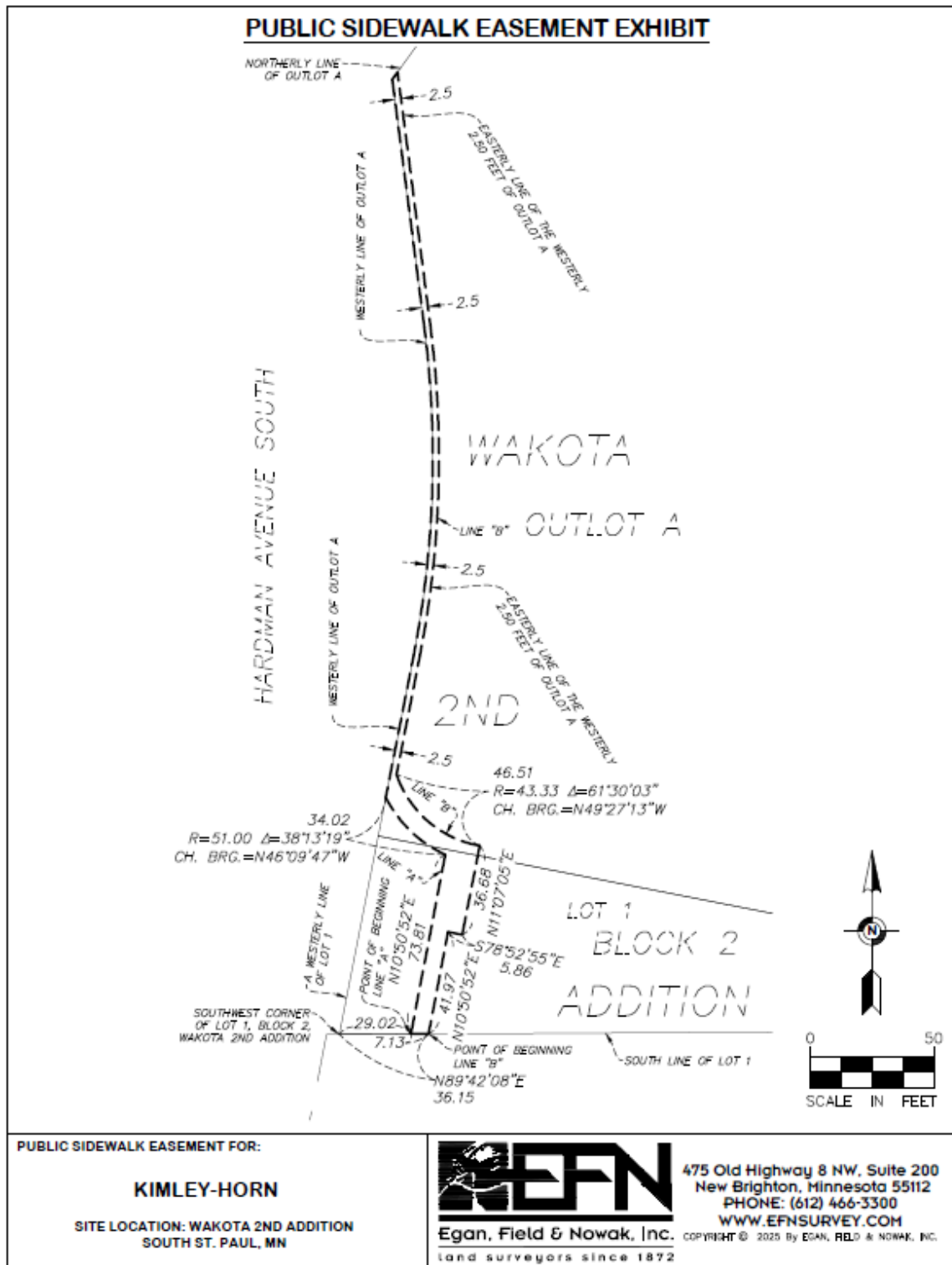
A perpetual easement for public sidewalk purposes over, under, and across those parts of Lot 1, Block 2, and Outlot A, WAKOTA 2ND ADDITION, according to the recorded plat thereof, Washington County, Minnesota, lying southeasterly and northeasterly of Line "A", and westerly, northwesterly, and southwesterly of Line "B", both lines being described as follows:

Line "A": Commencing at the southwest corner of said Lot 1; thence North 89 degrees 42 minutes 08 seconds East, assumed bearing, along the south line of said Lot 1, a distance of 29.02 feet to the point of beginning of the line to be described; thence North 10 degrees 50 minutes 52 seconds East, a distance of 73.81 feet; thence 34.02 feet northwesterly on a non-tangential curve concave to the northeast having a radius of 51.00 feet, a central angle of 38 degrees 13 minutes 19 seconds and a chord which bears North 46 degrees 09 minutes 47 seconds West to the westerly line of said Outlot A and Line "A" there terminating.

Line "B": Commencing at the southwest corner of said Lot 1; thence North 89 degrees 42 minutes 08 seconds East, assumed bearing, along the south line of said Lot 1, a distance of 36.15 feet to the point of beginning of the line to be described; thence North 10 degrees 50 minutes 52 seconds East, a distance of 41.97 feet; thence South 78 degrees 52 minutes 55 seconds East, a distance of 5.86 feet; thence North 11 degrees 07 minutes 05 seconds East, a distance of 36.68 feet; thence 46.51 feet northwesterly along a non-tangential curve concave to the northeast having a radius of 43.33 feet, a central angle of 61 degrees 30 minutes 03 seconds, and a chord which bears North 49 degrees 27 minutes 13 seconds West to the easterly line of the westerly 2.50 feet of said Outlot A; thence northerly along the easterly line of the westerly 2.50 feet to the northerly line of said Outlot A, and Line "B" there terminating.

Containing 1,762 square feet or 0.0405 acres.

EXHIBIT C **DEPICTION OF PERMANENT EASEMENT AREA**



JOB NO. 42510

DRAWING NAME: 42510 Sidewalk Easement.dwg

SHEET 1 OF 2

(Reserved for Recording Data)

STORMWATER MAINTENANCE AGREEMENT

This Stormwater Maintenance Agreement (“Agreement”) is made, entered into and effective this ____ day of _____, 2025, by and between the City of South St. Paul, a Minnesota municipal corporation (“City”) and Danner Family Limited Partnership, a Minnesota limited partnership (“Developer”).

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

WHEREAS, the Developer has obtained the approval of the City for the development of the Property, including the development of Stormwater Management Facilities on that portion of the Property legally described as Outlot A and Lot 1, Block 1, Wakota 2nd Addition, situated in the City of South St. Paul, County of Dakota, State of Minnesota (“Outlot A”) to support the Property.

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

WHEREAS, the City has required that the Developer make provisions for the construction, maintenance and repair of the Stormwater Management Facilities as shown on Exhibit B attached hereto, as the same is described and depicted in those certain construction plans drawn by Kimley Horn dated October 10, 2025, as revised, updated and approved by the Developer and City Engineer (“Plans”); and

WHEREAS, the City and Developer desire to set forth their understanding with respect to the construction, repair and maintenance of the Stormwater Management Facilities and the responsibility relating to the costs of the repair and maintenance of the Stormwater Management Facilities.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Construction of Stormwater Management Facilities. The Developer agrees to construct the Stormwater Management Facilities according to the Plans and except as otherwise provided herein, repair and maintain the Stormwater Management Facilities.

1.1. The Developer shall provide temporary sediment control in and around the Stormwater Management Facilities during construction until all disturbed soils have been restored. The Stormwater Management Facilities will then be inspected by the City Staff prior to final project close out. If any of the Facilities are operating below the design level, corrections shall be made to restore the functionality prior to final project acceptance.

2. Maintenance of City Facilities and Easement for Runoff. The Developer understands and acknowledges that the City has and will have City Stormwater Facilities (“City Facilities”) located on Outlot A and on Lot 1, Block 1, Wakota 2nd Addition, as depicted on Exhibit C, attached hereto. The Developer agrees to construct portions of the City Facilities in accordance with the Plans. The City agrees to construct portions of the City Facilities that are located in the drainage and utility easement on Outlot A, in accordance with the plans, drawings, specifications, and surveys dated September 19, 2025, prepared by Kimley-Horn, or as may be revised, updated, and approved by the parties. After construction of the City Facilities, the City agrees to repair, maintain and replace the City Facilities at its sole cost and expense. The Developer further understands and acknowledges that the Stormwater Management Facilities will accept the City’s public runoff from Marley Danner Drive and hereby grants the City a permanent easement for such public purpose.

3. Maintenance of Stormwater Management Facilities. After construction of the Stormwater Management Facilities as contemplated in Sections 1 and 2, Developer agrees to repair and maintain the Stormwater Management Facilities depicted on Exhibit B at its sole cost and expense. Maintenance of the Stormwater Management Facilities shall mean:

3.1.1. Annual inspections of the filtration basin and storm sewer system including, but not limited to: storm sewer and drainage structures, sediment removal structures, outlet control devices, structural systems, land use, and grades on the property that influence the performance of the Facility as shown on Exhibit B. Within 30 days of the inspection date, all accumulated sediment and debris must be removed and all other necessary corrections completed such that each stormwater facility operates as designed and permitted. Contributing drainage areas must be kept clear of litter and vegetative debris, outlet pipes and overflow spillways kept clear, inlet areas kept clean, and undesirable vegetation removed. Erosion impairing the function or integrity of the facilities, if any will be corrected, and any structural damage impairing or threatening to impair the function of the facilities must be repaired.

3.1.2. Inlets and sediment removal structures will be cleared of any flow impediments and accumulated sediment quarterly. The volume of material removed will be reported to the City upon completion.

3.1.3. Subject to Section 4 below, Developer shall, within 45 days of the annual inspection, provide a report of the quarterly structure cleanings and annual inspection to the City Engineer. If the required annual inspection report is not submitted to the City by December 1st of each year, the Developer shall provide the City with the right to enter onto the property to conduct the annual inspection.

4. Developer's Default. In the event of default by the Developer as to the construction of Stormwater Maintenance Facilities or to the repairs and maintenance of the Stormwater Maintenance Facilities, following at least thirty (30) days prior written notice by the City to the Developer, failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the Developer shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost in whole or in part against Outlot A and Lot 1, Block 2 Wakota 2nd Addition, the costs being equally allocated against each lot.

5. Assignment. Notwithstanding anything herein to the contrary, commencing on the date of substantial completion of the initial construction of the Stormwater Maintenance Facilities as contemplated in Section 1 and continuing thereafter, the on-going maintenance and repairs of the Stormwater Maintenance Facilities as provided in Section 4 may be transferred or assigned to a third party by written agreement between the owners of Outlot A and Lot 1, Block 2, Wakota 2nd Addition and said third-party.

6. Changes to Site Configuration or Stormwater Management Facilities. If site configurations or Stormwater Management Facilities change, causing decreased effectiveness of stormwater management facilities, new or improved Stormwater Management Facilities must be implemented by the City to ensure the conditions for post-construction stormwater management continue to be met.

7. Terms and Conditions. This Agreement shall run with the land and shall be binding upon Developer's successors and assigns with respect to the Property. The terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns. Each person acquiring an ownership interest in Outlot A and/or Lot 1, Block 2, Wakota 2nd Addition, by accepting a deed to its property, shall be deemed to have agreed to the terms and conditions herein.

8. Developer Warranty. Developer warrants and represents the following to the City and acknowledges that this Agreement has been duly executed and delivered and constitutes the

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

9. 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.

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

11. 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.

12. Consent. Developer consents to the recording of this Agreement.

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

14. Notice. Notice shall mean notices given by one party to the other if in writing and

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

CITY:
CITY OF SOUTH ST. PAUL

By: _____
James P. Francis
Mayor

By: _____
Deanna Werner
City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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 City Clerk of the City of South St. Paul, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPER:

Danner Family Limited Partnership,
a Minnesota limited partnership

By: Black Dog Properties, Inc.
a Minnesota corporation, its sole general partner

By: *Bryan Chirhart*
Bryan Chirhart
Its Vice President

STATE OF Minnesota)
COUNTY OF Dakota)

ss.

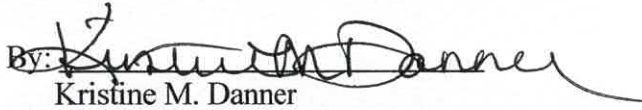
The foregoing instrument was acknowledged before me this 17th day of October, 2025, by Bryan Chirhart, the Vice President of Black Dog Properties, Inc., a Minnesota corporation, the general partner of Danner Family Limited Partnership, a Minnesota limited partnership, on behalf of said partnership.



Kelly J. Riggins
Notary Public

DANNER FAMILY LIMITED PARTNERSHIP,
a Minnesota limited partnership

By: Black Dog Properties, Inc.
a Minnesota corporation, its sole general partner

By: 
Kristine M. Danner
Its President

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 17th day of October, 2025, before me a Notary Public within and for said County, personally appeared Kristine M. Danner to me personally known, who being by me duly sworn, did say that she is the President of Black Dog Properties, Inc., a Minnesota corporation, the general partner of Danner Family Limited Partnership, a Minnesota limited partnership, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said partnership.




Notary Public

**THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:**
Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
Legal Description of Developer Property

Real property situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described as:

Outlot A, Wakota 2nd Addition
Lot 1, Block 1, Wakota 2nd Addition
Lot 1, Block 2, Wakota 2nd Addition

Abstract Property

THIS DOCUMENT, INCLUDING THE CONCEPTS AND DESIGN, IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. (KHA). IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF KHA.

PROPOSED BUILDING 1
APPROX. 100,000 SF
FEE 712.75

PROPOSED FILTRATION BASIN
W/ IMPERMEABLE LINER

HARDMAN AVE

MALEY DANNER DRIVE
(PER SEPARATE PLAN)

POTENTIAL FUTURE DEVELOPMENT - NOT PART

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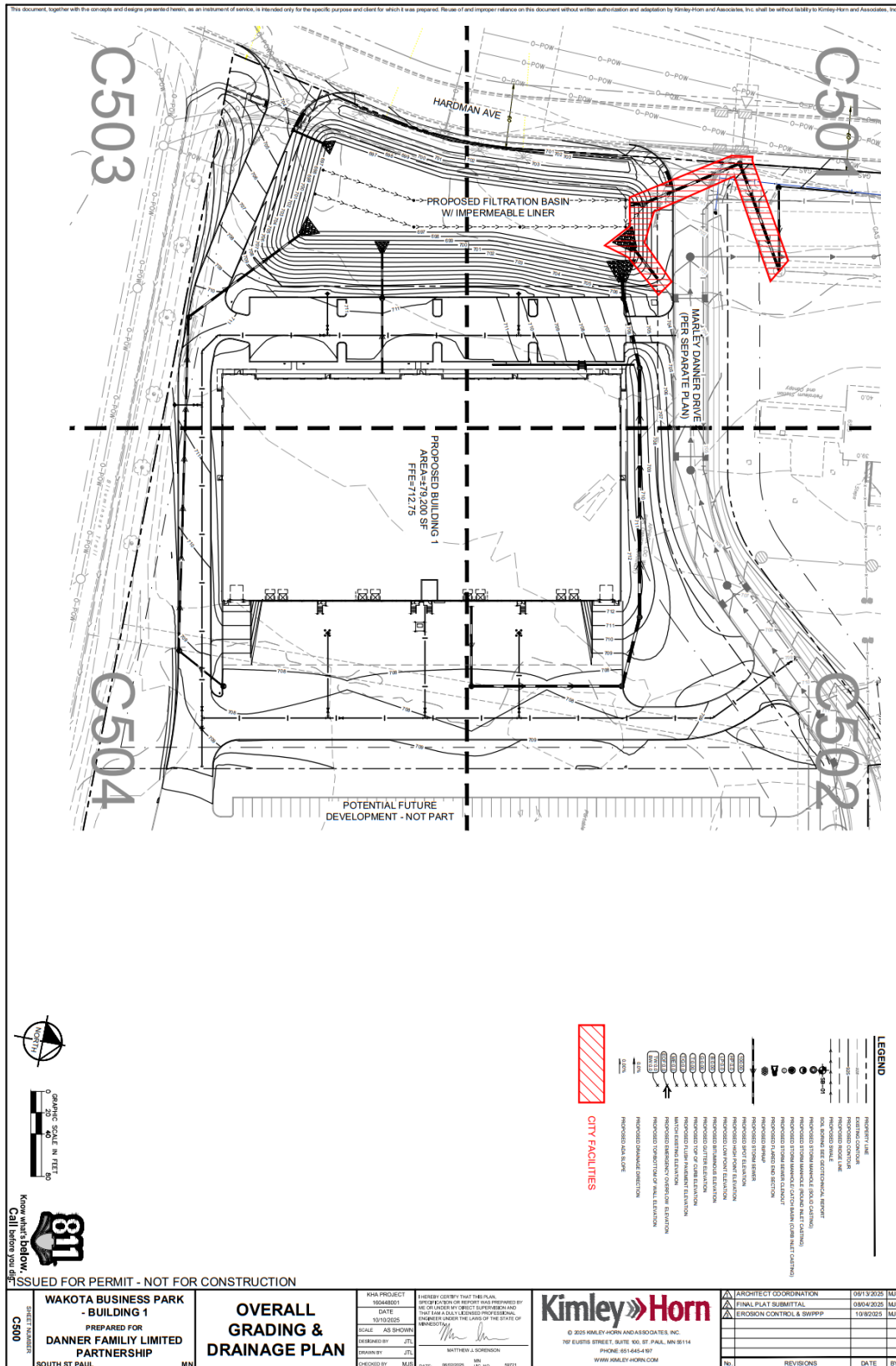
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LEGEND

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EXHIBIT C

City Facilities



City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-118

A RESOLUTION APPROVING THE FINAL PLAT OF WAKOTA 2nd ADDITION

WHEREAS, the City received an application from Danner Family Limited Partnership requesting the following approvals:

- Final Plat approval for “Wakota 2nd Addition”

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

(See Exhibit A)

WHEREAS, the Planning Commission reviewed the final plat application at their meeting on September 3, 2025; and

WHEREAS, the Planning Commission recommended Approval (6 –0) of the application at their April 5, 2023 meeting; and

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

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

1. Facts. The facts found by the City Council are stated in the amended Planning Commission report originally dated September 3, 2025 and amended on October 20, 2025. These facts are hereby adopted and included herein by reference including the following attachments:

1. Site Location Map
2. Danner Redevelopment Concept Plan
3. Approved Preliminary Plat
4. Proposed Final Plat with Outlot Dimensions Corrected
5. Final Plat Narrative
6. Response to Preliminary Plat Engineering Comments
7. Response to Preliminary Plat Planning Comments
8. Revised Site Plan
9. Grading and Drainage Plan
10. Utility Plan
11. Landscaping Plan

12. Photometric Plan

13. City Engineer's Letter

2. Findings.

A. The City Council determines that the proposed final plat is substantially consistent with the approved preliminary plat of "Wakota 2nd Addition," which was approved via Resolution #2025-78 on July 21, 2025.

B. The City Council approves the final plat for Wakota 2nd Addition subject to the following conditions:

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

a. Application (Danner Family Partnership)	dated 8/4/25
b. Narrative (Kimley Horn)	dated 8/4/25
c. Engineering Comment Response Letter (Kimley Horn)	dated 7/30/25
d. Planning Comment Response Letter (Kimley Horn)	dated 7/30/25
e. Final Plat Narrative (Kimley Horn)	dated 8/4/25
f. Final Plat for Wakota 2nd Addition (Kimley Horn)	Not dated
g. Site Plan (Kimley Horn)	dated 8/4/25
h. Grading and Drainage Plan (Kimley Horn)	dated 8/4/25
i. Utility Plan (Kimley Horn)	dated 8/4/25
j. Landscape Plan (Kimley Horn)	dated 8/4/25
k. Photometric Plan (Kimley Horn)	dated 8/4/25
l. Revised Stormwater Management Plan (Kimley Horn)	dated 8/4/25

2. **Satisfaction of Outstanding Conditions from Previous Approval.** The Applicant shall address any outstanding conditions from the Preliminary Plat, Site Plan, and Variance approval granted by Resolution #2025-78 that relate to the final plat.

3. **Development Agreement Required.** The Applicant shall enter into a development agreement with the City and post all required securities, subject to the approval of the City Attorney.

4. **Outlot Added After Preliminary Plat Approval.** The approved final plat reflects the fact that the stormwater pond that was part of Lot 1, Block 2 on the approved preliminary plat has been turned into its own outlot, which is shown as OUTLOT A on the final plat. The dimensions of the outlot were modified after the final plat's review by the Planning Commission to resolve a setback issue with the proposed parking lot on Lot 1, Block 2.

5. **I-Industrial District Landscaping Requirements for Building #1.** Outlot A and Lot 1, Block 2 shall be considered as one parcel for the purposes of calculating overstory tree requirements and other landscaping requirements for Building #1 and for the purposes of satisfying those requirements.

6. Public Sidewalk Improvements along Hardman Avenue South. The Applicant shall be responsible for constructing a public sidewalk along Hardman Avenue South which shall connect the Mississippi River Trail to the public sidewalk of the proposed Marley Danner Drive. The Applicant shall coordinate the sidewalk connection to the Dakota County trail system with Dakota County Staff. The Applicant shall dedicate an easement for the sidewalk section that is located on their property which will connect the Mississippi River Trail to the public sidewalk that is located within the right-of-way. The final design of the public sidewalk is subject to review and approval by the City Engineer.

7. Stormwater Maintenance Agreement. The Applicant shall enter into a stormwater maintenance agreement with the City for the proposed building's stormwater pond.

8. City Engineer's Letter. The Applicant shall address the issues raised in the City Engineer's Letter dated August 26, 2025.

9. Recording Deadline. The final plat and related documents must be recorded with Dakota County within 90 days of approval or the final plat will become null and void, unless an extension is granted by the City Council. The Applicant shall present the City with evidence of the plat's recording prior to obtaining a building permit.

Adopted this 20th day of October, 2025.

City Clerk

Attachments

A- Legal Description

B- Final Plat for "Wakota 2nd Addition"

C- City Engineer's Letter

ATTACHMENT A LEGAL DESCRIPTION

Existing Legal Description:

Parcel 1:

Lot 2, Block 1, Wakota Addition.

Dakota County, Minnesota
Abstract Property

Parcel 2:

Tract A:

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

Dakota County, Minnesota
Torrens Property

Tract B:

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

Dakota County, Minnesota
Torrens Property

Tract C:

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

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

Dakota County, Minnesota
Abstract Property

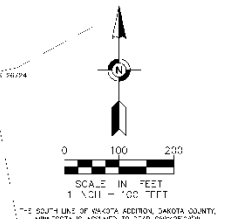
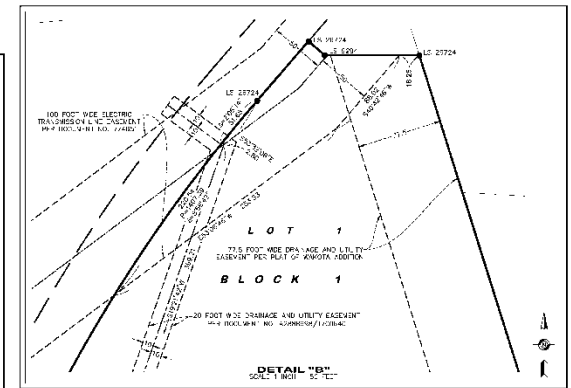
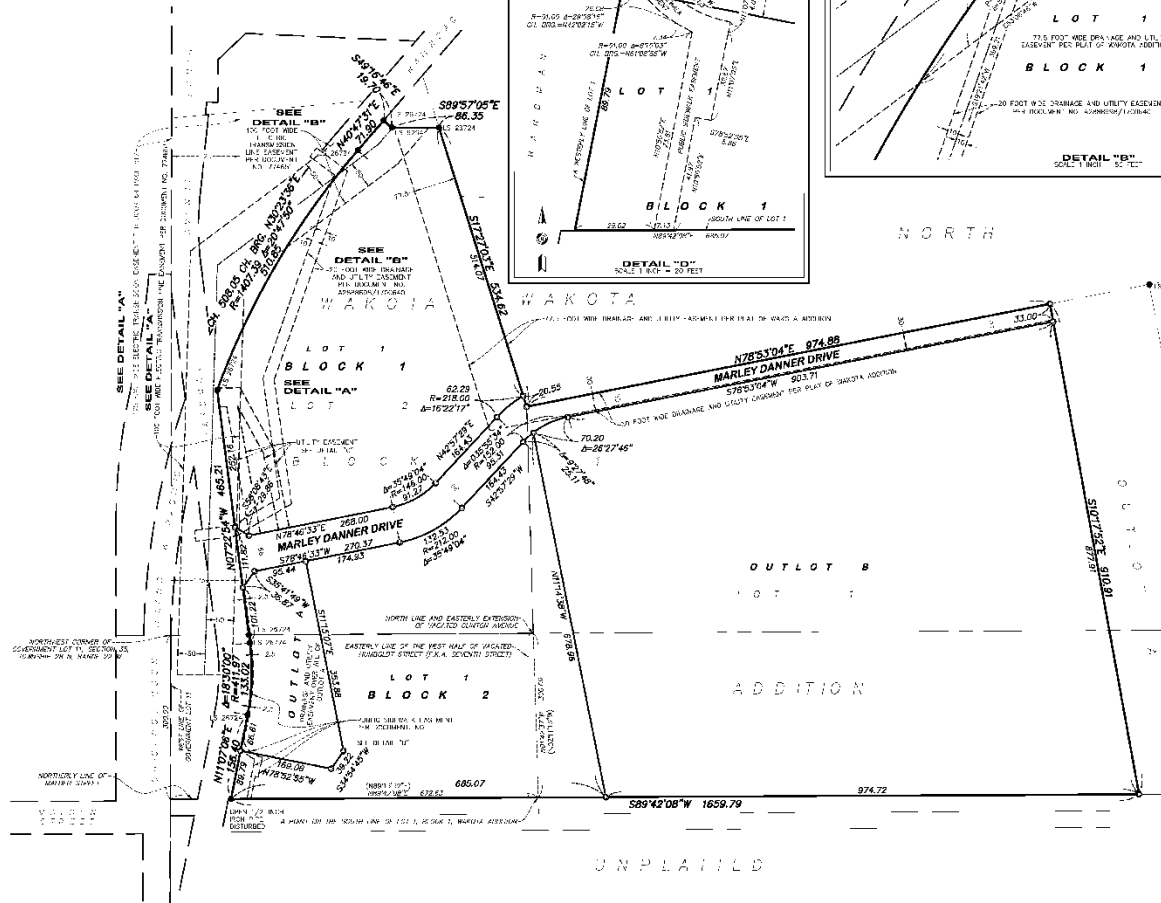
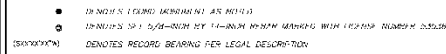
Proposed Legal Description:

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

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

Parcel #3: Outlot A, Wakota 2nd Addition

WAKOTA 2ND ADDITION



Egan, Field & Nowak, Inc.

ATTACHMENT C CITY ENGINEER'S LETTER



City of South St. Paul

Engineering Department

August 26, 2025

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

RE: Wakota Business Park
Final Plat and Site Plan Review

Dear Mr. Healy,

Engineering staff reviewed the final plat and plans submitted for the Wakota Business Park Development and have the following comments:

General Comments

1. Public improvement plans for the proposed Marley Danner Drive are still being developed. The Developer shall enter into a Development Agreement with the City of South St. Paul at the time of final plat and plan approval.
2. The Developer is responsible for acquiring all permits needed for the improvements, including, but not limited to, a Watermain Plan Review (MDH), Sanitary Sewer Extension Permit (MPCA), NPDES permit and SWPPP, and City of South St. Paul building permit.
3. All public improvements must meet the standards of the City of South St. Paul and follow the City's standard specifications for construction and standard plates. Current standard plates are attached to this letter.
4. Applicant to provide a final geotechnical report signed by a licensed professional engineer with the State of Minnesota with the final plans. The City Engineer will not sign off on the building permit until a signed geotechnical report is submitted for review.
5. The draft geotechnical report details several options (soil corrections, soil surcharges, aggregate piers, etc.) for supporting the proposed building on Lot 1 Block 2. The applicant shall provide plans for how the building will be supported with the building permit application.
6. Private utility installations or relocations are to be coordinated between the developer's design team, the contractor, and the private utility provider.

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



Final Plat

1. The City is currently working with the United States Army Corps of Engineers on levee permits and the width of any easements needed along the levee as part of the public improvement plans. Portions of Outlot B may be impacted by a future levee easement if required by the United States Army Corps of Engineers.
2. Public sidewalks on private property are required to be in an easement.

Street/Site Plan

1. Pedestrian ramps in public right-of-way must meet MnDOT standards. The most recent version of MnDOT Standard Plan 5-297.250 (dated 11-04-2021) shall be included in the plan set. Pedestrian ramps require 6" concrete walk.
2. The entirety of the 5-ft wide sidewalk along Hardman Avenue shall be in the city right-of-way. Any portion of the public sidewalk outside of the right-of-way will be required to be in an easement. Applicant shall coordinate sidewalk connection to Dakota County trail system with Dakota County staff.
3. Applicant to provide truck turning movements from the proposed public street into and out of the proposed development on Lot 1 Block 2 with final plan submittals.
4. Applicant to update Keynote G description or add a keynote for bollards that will not need an ADA parking sign, like those around hydrants (see sheet C402).

Sanitary Sewer and Watermain

1. The applicant shows a water "STUB FOR FUTURE EXTENSION" to Outlot B. Any future facilities on Outlot B must connect to the public watermain on the proposed Marley Danner Drive.
2. Location of hydrants within the right-of-way are to be finalized with the public improvement plans. The public improvement plans for the proposed Marley Danner Drive show two hydrants between Hardman Avenue and the eastern entrance to Lot 1 Block 2. The applicant will not be required to install the proposed hydrant in the right-of-way shown on the development plans.

Grading & Stormwater Plan

1. A Stormwater Maintenance Agreement will be required with the final plat and final plans. City staff will prepare the agreement for Developer review and comment.

Erosion Control Plan

1. Per the city's fee schedule, an erosion control escrow of \$3,000 per acre will be collected with the building permit. The development on Lot 1 Block 2 and Outlot A will require an erosion control escrow of \$20,832.30 to be collected at the time of the building permit. This amount is based on the total area of Outlot A and Lot 1 Block 2 on the final plat.



2. Erosion control measures (inlet protection, sediment control logs, silt fences, rock construction entrances, etc.) must be included in the final plans prior to release of the city permits. This project disturbs more than one acre of land and will therefore require a Stormwater Pollution Prevention Plan to be included in the plan set.

Please contact me at 651-554-3219 or kgelhar@spsmn.org with any questions.

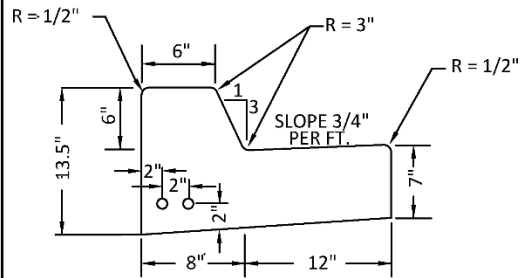
Sincerely,

Kelsey Gelhar, P.E.
City Engineer

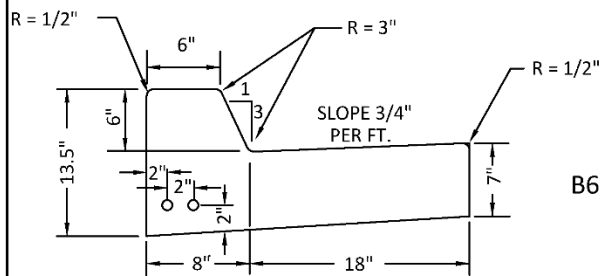
NOTES:

1. CONTROL JOINTS SHALL BE 10' MAX. SPACING AND STABBED AT FRONT AND BACK OF CURB.
2. TWO #4 REINFORCING RODS AT CATCH BASINS, MIN. 10' IN LENGTH ON BOTH SIDES.

B612



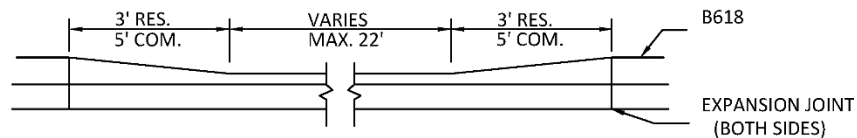
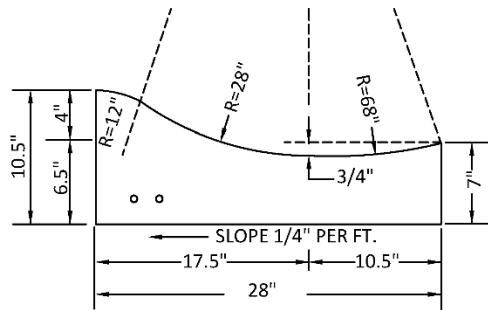
B618



SURMOUNTABLE

NOTE:

1. SURMOUNTABLE CURB TO BE FORMED INTO B618 AT BACK OF CURB RADIUS.



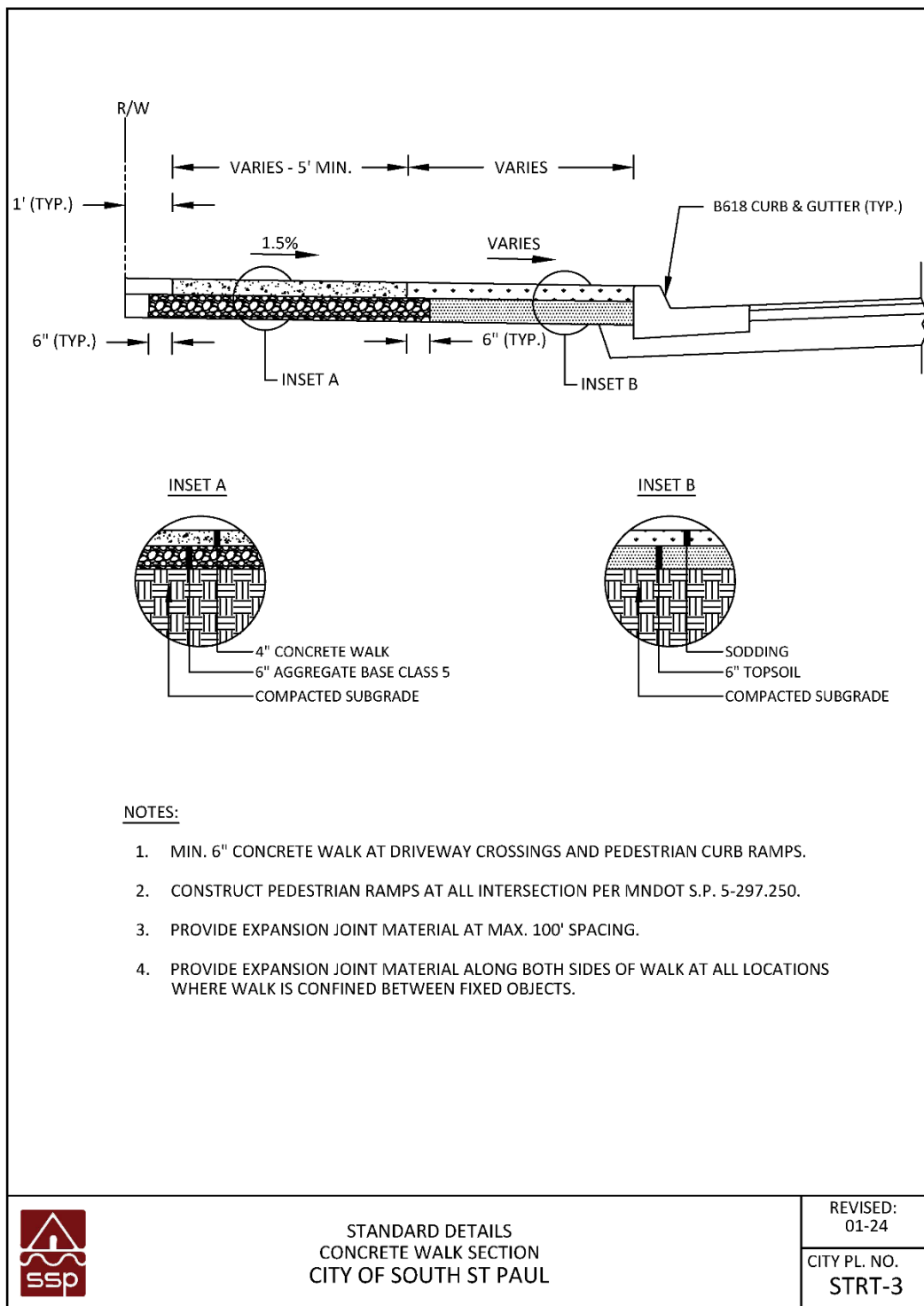
CURB CUT DETAIL



STANDARD DETAILS
CURB AND GUTTER
CITY OF SOUTH ST PAUL

REVISED:
3-08

CITY PL. NO.
STRT-1





PLANNING COMMISSION AGENDA REPORT

DATE:

September 3, 2025 [Amended 10/20/2025](#)

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

6.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Wakota 2nd Addition Final Plat

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

A motion recommending approval or denial of the Wakota 2nd Addition Final Plat.

OVERVIEW

Application

The Applicant, Danner Family Limited Partnership, is requesting final plat approval for their proposed Wakota Business Park. They are calling the proposed subdivision “Wakota 2nd Addition.”

Review Timeline

Complete Application Submittal Date: August 4, 2025

Planning Commission: September 3, 2025

Tentative City Council Meeting: TBD, will be scheduled to coincide with development agreement approval

60-Day Review Deadline: October 3, 2025

Background

Danner Family Limited Partnership owns roughly 34 acres of land along Hardman Avenue South. They own a 9.47-acre parcel with a building on it which has an address of 843 Hardman Avenue South. They also own a 22.86-acre vacant parcel just south of their building and a 1.25-acre outlot on the other side of the railroad tracks from their building. On July 21, 2025, the City Council approved a preliminary plat that would allow this land to be subdivided to create a new industrial park called the “Wakota Business Park.” The approved preliminary plat proposed the following:

- The parcel that hosts the existing building at 843 Hardman Avenue South will shrink in size. It will go from being 9.47 acres in size to being approximately 6.35 acres in size. Part of the land in the original parcel will go towards right-of-way for a new public road

called Marley Danner Drive that will eventually connect to Verderosa Avenue. Part of the land in the original parcel will go towards creating a new buildable parcel to the south.

- A buildable 6.96 acre parcel will be created just south of 843 Hardman Avenue South on the south side of the proposed new road.
- A 17.48-acre outlot will be created to the east of the buildable lots. This outlot can be re-subdivided in the future for additional phases of the Wakota Bridgepoint Park once the Applicant knows what size they want to make the next building.

The Applicant has submitted a final plat application and is seeking City approval. They have prepared two response letters to address the Planning and Engineering comments and conditions that went along with the preliminary plat approval. Once the final plat is approved and the Applicant has signed all relevant documents and paid all relevant fees, the City will sign the final plat mylars and the Applicant can record these with Dakota County to create the new subdivision.

Zoning

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

The subject property is located within the Mississippi River Critical Corridor Area (MRCCA), the Flood Fringe division of the floodplain overlay district, and the Shoreland Overlay district. The subdivision complies with most of the applicable standards laid out in the overlay districts and received a variance from the impervious surface restrictions that apply to Shoreland Overlay district properties.

Consistency with Preliminary Plat

The proposed final plat almost identical to the approved preliminary plat. The only difference is that the stormwater pond that will serve Building #1 of the new industrial park has been turned into its own outlot instead of being located on Lot 1, Block 2. This is something that the City Attorney had suggested that the Applicant consider doing because it will make it easier to create a legal description for the stormwater pond. The entire stormwater pond needs to be covered by a public drainage and utility easement because the pond will take some “public” water from nearby public roads.

The final plat that the Applicant initially submitted showed the new stormwater pond outlet with a size and shape that would create a setback nonconformity for the parking lot at Building #1. Staff brought this to the Applicant's attention and they are currently having their surveyor update the plat to correct this issue. This work may or may not be done prior to the Planning Commission meeting. The Applicant has submitted a site plan that shows what the plat will look like after the surveyor has finished making corrections.

Easements

The preliminary plat approval requires the Applicant to grant the City a number of different easements which will cover public facilities that are located on their private property. This includes sewer lines, water lines, and sidewalks. Some of these easements will be platted easements that are shown on the final plat and some of them, such as the sidewalk easement, will be paper easements that are approved as standalone documents.

The City Engineer has reviewed the final plat and has determined that it shows all the easements that the City wants to have shown on the plat. The remaining easements can be paper easements.

Revisions to Sidewalk Plan

The Applicant has revised their sidewalk plan for Hardman Avenue South to provide a 5-foot boulevard for snow storage and boulevard trees, something that was a condition of their preliminary plat approval. The Applicant has determined that the proposed sidewalk can fit into the existing right-of-way for most of the route. There is a section where the sidewalk will connect to Dakota County's Mississippi River Regional Trail (MRRT) that will be located on the Applicant's private property and this will need to be covered by a paper easement. The Applicant, City, and County are still working out exactly what this easement should entail.

Development Agreement and Stormwater Agreement

The proposed subdivision will be governed by three main documents:

1. The final plat. *This establishes the boundaries of each of the new lots that will be created by the subdivision.*
2. The development agreement. *This document will lay out who is responsible for the various costs associated with creating the subdivision (roads, utilities, ponding, landscaping, etc.) and will protect the City and its taxpayers from legal liability and financial exposure if the development runs into issues.*
3. The stormwater maintenance agreement. *This document lays out how the required stormwater facilities will be maintained. It is a framework for who will own the facilities, who will maintain the facilities, and who gets to use the facilities.*

The Applicant's legal team is currently reviewing a draft development agreement and draft stormwater maintenance agreement that were prepared by the City Attorney with support from

City Staff. Generally, the City Council will not approve the final plat until the other two documents are also ready for approval. The developer's project will not have full entitlements until all three documents are approved, so it generally makes sense to have all three documents go to the same City Council meeting for review and approval. The earliest that this could happen would be the September 15th City Council meeting, but the Applicant has stated that they may need additional time to review the other documents and negotiate with the City Attorney over terms. If the City Council review needs to wait until October because the Applicant is requesting more time, City Staff will write a letter extending the 60-day review period by another 60 days to give the Applicant the time that they need.

Discussion

When a City reviews a preliminary plat, it entails a deep dive into the nuances of the proposed subdivision and the City can attach conditions of approval to address any concerns about how the subdivision will work. Final plats generally must be approved if they are substantially consistent with the approved preliminary plat and satisfy whatever conditions of approval were placed on the preliminary plat. The review of a final plat is largely an administrative task that is performed by City Staff with the City Council simply checking Staff's work prior to approval.

State Statute does not require a Planning Commission to review final plats and most cities have final plat applications going directly to their City Council. South St. Paul's City Code does currently state that the Planning Commission should review final plats and provide the City Council with a recommendation. City Staff has discussed this with the City Attorney, and she has advised that the city may want to consider removing this requirement in the future because it is unusual and adds an extra step that can slow down a development project during its final stage when the Applicant is trying to get their building permit and begin construction.

Staff Recommendation

City Staff recommends approval of the final plat so long as the Applicant updates the dimensions of OUTLOT A prior to City Council review to avoid creating a setback nonconformity with Building #1's proposed parking lot. That approval should have the following conditions:

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

- | | |
|---|----------------------|
| a. Application (Danner Family Partnership) | dated 8/4/25 |
| b. Narrative (Kimley Horn) | dated 8/4/25 |
| c. Engineering Comment Response Letter (Kimley Horn) | dated 7/30/25 |
| d. Planning Comment Response Letter (Kimley Horn) | dated 7/30/25 |
| e. Final Plat Narrative (Kimley Horn) | dated 8/4/25 |
| f. Final Plat for Wakota 2nd Addition (Kimley Horn) | Not dated |
| g. Site Plan (Kimley Horn) | dated 8/4/25 |
| h. Grading and Drainage Plan (Kimley Horn) | dated 8/4/25 |
| i. Utility Plan (Kimley Horn) | dated 8/4/25 |
| j. Landscape Plan (Kimley Horn) | dated 8/4/25 |

k. **Photometric Plan (Kimley Horn)**

dated 8/4/25

1. **Revised Stormwater Management Plan (Kimley Horn)**

dated 8/4/25

2. **Satisfaction of Outstanding Conditions from Previous Approval.** The Applicant shall address any outstanding conditions from the Preliminary Plat, Site Plan, and Variance approval granted by Resolution #2025-78 that relate to the final plat.

3. **Development Agreement Required.** The Applicant shall enter into a development agreement with the City and post all required securities, subject to the approval of the City Attorney.

4. **Outlot Added After Preliminary Plat Approval.** The approved final plat reflects the fact that the stormwater pond that was part of Lot 1, Block 2 on the approved preliminary plat has been turned into its own outlot, which is shown as OUTLOT A on the final plat.

5. **I-Industrial District Landscaping Requirements for Building #1.** Outlot A and Lot 1, Block 2 shall be considered as one parcel for the purposes of calculating overstory tree requirements and other landscaping requirements for Building #1 and for the purposes of satisfying those requirements.

6. **Public Sidewalk Improvements along Hardman Avenue South.** The Applicant shall be responsible for constructing a public sidewalk along Hardman Avenue South which shall connect the Mississippi River Trail to the public sidewalk of the proposed Marley Danner Drive. The Applicant shall coordinate the sidewalk connection to the Dakota County trail system with Dakota County Staff. The Applicant shall dedicate an easement for the sidewalk section that is located on their property which will connect the Mississippi River Trail to the public sidewalk that is located within the right-of-way. The final design of the public sidewalk is subject to review and approval by the City Engineer.

7. **Stormwater Maintenance Agreement.** The Applicant shall enter into a stormwater maintenance agreement with the City for the proposed building's stormwater pond.

8. **City Engineer's Letter.** The Applicant shall address the issues raised in the City Engineer's Letter dated August 26, 2025.

9. **Recording Deadline.** The final plat and related documents must be recorded with Dakota County within 90 days of approval or the final plat will become null and void, unless an extension is granted by the City Council. The Applicant shall present the City with evidence of the plat's recording prior to obtaining a building permit.

Action Needed

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

A. Approval. If the Planning Commission wishes to recommend approval of the final plat because they find that it is consistent with the approved preliminary plat, the following action

should be taken:

- A motion recommending approval of the Final Plat of “Wakota 2nd Addition,” provided that the Applicant revises the dimensions of OUTLOT A to prevent the creation of zoning nonconformities.

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

- A motion recommending denial of the Final Plat of “Wakota 2nd Addition.”

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

SOURCE OF FUNDS

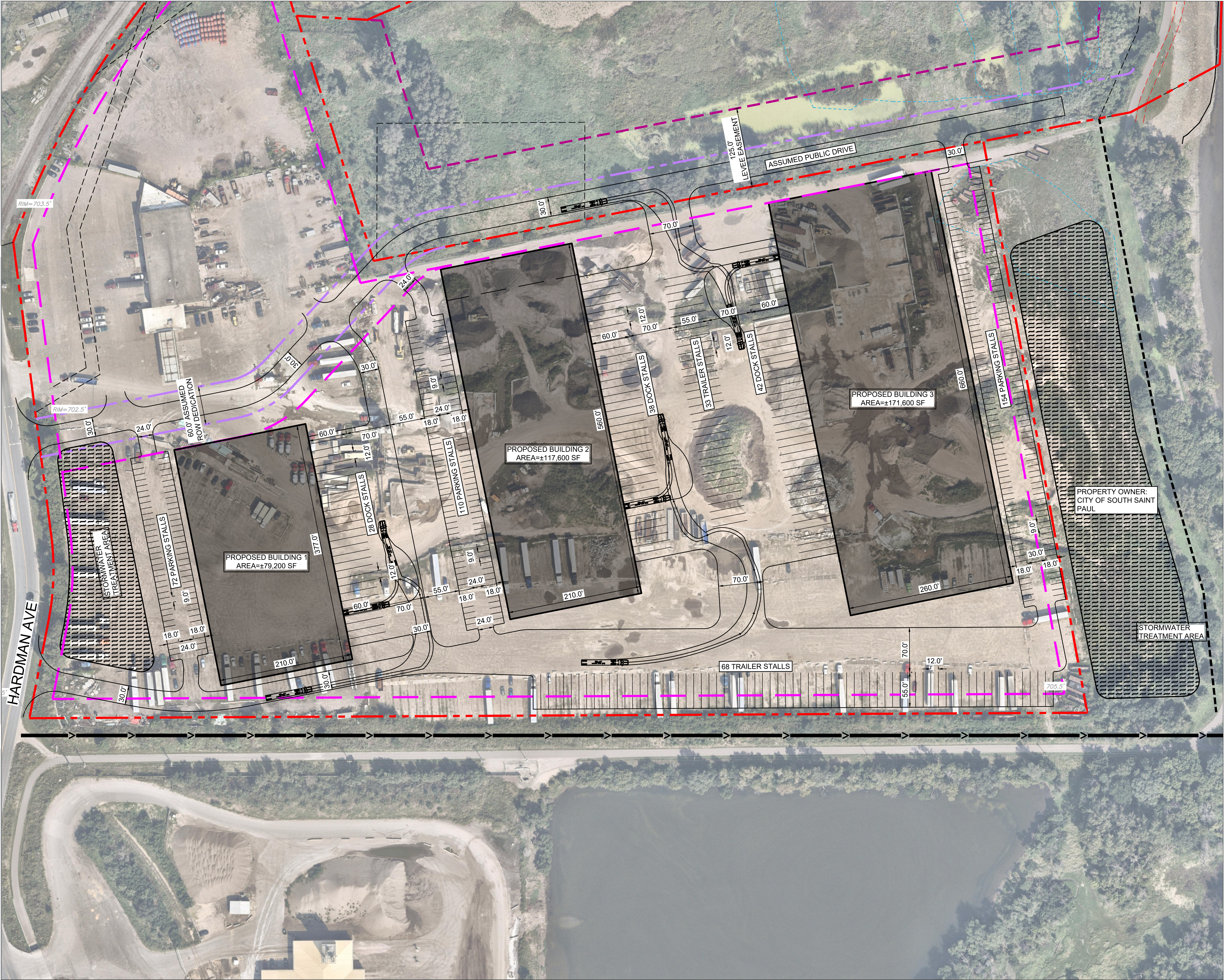
NA

ATTACHMENTS

1. Site Location Map
2. Danner Redevelopment Concept Plan
3. Approved Preliminary Plat
4. Proposed Final Plat With Outlot Dimensions Corrected
5. Final Plat Narrative
6. Response to Preliminary Plat Engineering Comments
7. Response to Preliminary Plat Planning Comments
8. Revised Site Plan
9. Grading and Drainage Plan
10. Utility Plan
11. Landscaping Plan
12. Photometric Plan
13. City Engineer's Letter

ATTACHMENT 1
SITE LOCATION MAP





LEGEND

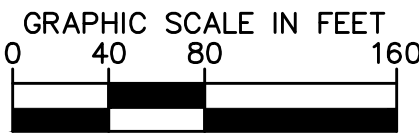
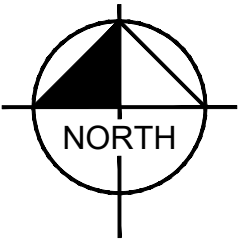
- PROPERTY LINE
- PROPOSED PROPERTY LINE
- EXISTING LEVEE EASEMENT
- FLOWAGE EASEMENT
- OTHER EASEMENTS
- EXISTING STORM SEWER
- WETLAND
- PROPOSED BUILDING
- BUILDING SETBACK LINE
- EXISTING SPOT ELEVATION

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

ATTACHMENT 2
DANNER
REDEVELOPMENT
CONCEPT SITE PLAN



Know what's below.
Call before you dig.



ATTACHMENT 3
APPROVED PRELIMINARY PLAT

LEGAL DESCRIPTION:

Parcel 1:

Lot 2, Block 1, Wakota Addition.

Dakota County, Minnesota
Abstract Property

Parcel 2:

Tract A:

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

Dakota County, Minnesota
Torrens Property

Tract B:

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

Dakota County, Minnesota
Torrens Property

Tract C:

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

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

Dakota County, Minnesota
Abstract Property

PROPOSED LEGAL DESCRIPTIONS:

Lot 1, Block 1, WAKOTA 2ND ADDITION.

Lot 1, Block 2, WAKOTA 2ND ADDITION.

Outlot A, WAKOTA 2ND ADDITION.

PROPOSED AREAS:

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

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

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

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

GENERAL SURVEY NOTES:

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

GOPHER STATE ONE CALL NOTE:

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

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

SURVEY ITEMS PER SCHEDULE B:

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

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

PRELIMINARY PLAT OF
WAKOTA 2ND ADDITION

OPTIONAL TABLE A ITEMS:

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

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

CERTIFICATION:

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

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



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

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

SEE SHEETS 3 & 4 FOR DETAIL OF EXISTING SITE CONDITIONS

PRELIMINARY PLAT OF
WAKOTA 2ND ADDITION

SURVEY ITEMS PER SCHEDULE B:

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GOPHER STATE ONE CALL NOTE:

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

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

MNDOT
SPRINT/COGENT COMMUNICATIONS
MAGELLAN MIDSTREAM PARTNERS
XCEL ENERGY

LEGEND:

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

SEE SHEET 5 FOR DETAIL OF PROPOSED SITE IMPROVEMENTS

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

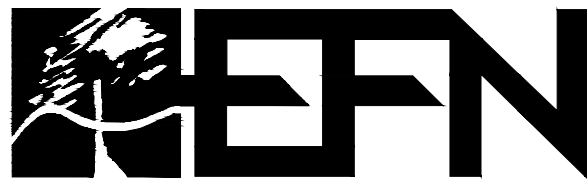
PRELIMINARY PLAT OF
WAKOTA 2ND ADDITION

SURVEY FOR:

Kimley Horn & Associates, Inc

PROPERTY ADDRESS:

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



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

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

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PRELIMINARY PLAT OF
WAKOTA 2ND ADDITION



SEE SHEET 4 FOR DETAIL OF SOUTHERLY EXISTING SITE CONDITIONS

LEGEND:

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

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

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

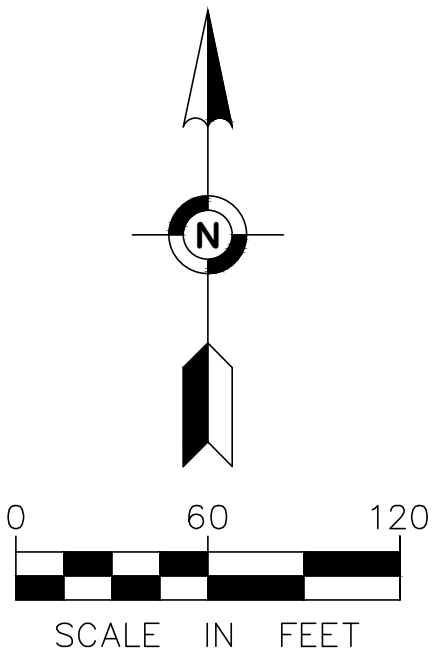
- CHAIN LINK FENCE
- GUARDRAIL
- S — SANITARY SEWER
- SS — STORM SEWER
- W — WATERMAIN
- OHW — OVERHEAD WIRE
- G — UNDERGROUND GAS
- FO — UNDERGROUND FIBER OPTIC
- TREELINE
- RETAINING WALL

GOPHER STATE ONE CALL NOTE:

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

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

MNDOT
SPRINT/COGENT COMMUNICATIONS
MAGELLAN MIDSTREAM PARTNERS
XCEL ENERGY



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

DESCRIPTION
UPDATED ROW ROAD NAME
UPDATED ROW WIDTH FOR DEDICATED ROAD

PRELIMINARY PLAT OF
WAKOTA 2ND ADDITION

SURVEY FOR:

Kimley Horn & Associates, Inc

PROPERTY ADDRESS:

843 Hardman Avenue South
South St. Paul, Minnesota 55075

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



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GOPHER STATE ONE CALL NOTE:

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

MNDOT
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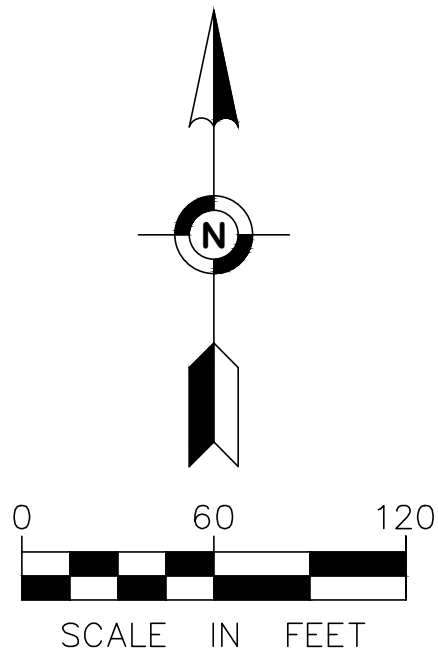
LEGEND:

- FOUND IRON MONUMENT
- ⊙ SET IRON MONUMENT MARKED WITH LICENSE NUMBER 53536
- ⊙ UNKNOWN MANHOLE
- ⊙ SANITARY MANHOLE
- ⊙ STORM MANHOLE
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- ⊙ ELECTRIC BOX
- ⊙ ELECTRIC PANEL
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- ⊙ COMMUNICATION BOX
- ⊙ FIBER OPTIC SIGN
- ⊙ SIGN
- ⊙ BOLLARD
- ⊙ RR CROSSBUCK W/ GATE

- 920 EXISTING CONTOUR LINE
- OR TREE
- BITUMINOUS SURFACE
- CONCRETE SURFACE
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- CHAIN LINK FENCE
- GUARDRAIL
- SS SANITARY SEWER
- SS STORM SEWER
- W WATERMAIN
- OHW OVERHEAD WIRE
- G UNDERGROUND GAS
- FO UNDERGROUND FIBER OPTIC
- TREELINE
- RETAINING WALL



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

**PRELIMINARY PLAT OF
WAKOTA 2ND ADDITION**

SURVEY FOR:

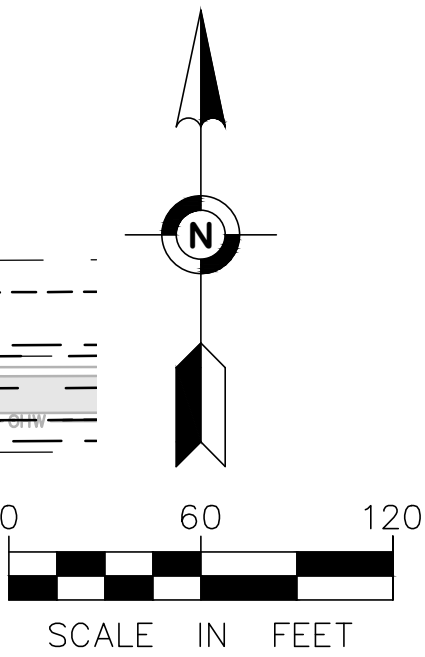
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Dakota County Tax PID 36-83200-01-020 & 36-83200-01-010



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

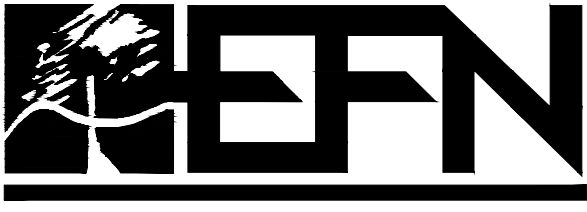
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ATTACHMENT 4
PROPOSED FINAL PLAT WITH
OUTLOT DIMENSIONS CORRECTED

WAKOTA 2ND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Danner Family Limited Partnership, a Minnesota limited partnership, owner of the following described property:

Lot 2, Block 1, Wakota Addition.

Dakota County, Minnesota
Abstract Property

AND

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

Dakota County, Minnesota
Torrens Property

AND

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

Dakota County, Minnesota
Torrens Property

AND

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

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

Dakota County, Minnesota
Abstract Property

Has caused the same to be surveyed and platted as WAKOTA 2ND ADDITION, and does hereby dedicate to the public for public use the public ways created by this plat.

In witness whereof said Danner Family Limited Partnership, a Minnesota limited partnership, has caused these presents to be signed by its proper officer this

_____ day of _____, 20____.

Signed: Danner Family Limited Partnership

BY _____, its
SIGNER NAME

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____, _____ of Danner Family Limited Partnership.

Signature

Printed

Notary Public _____ County, _____
My commission expires _____

I, Christopher A. Terwedo do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____, day of _____, 20____.

Christopher A. Terwedo Licensed Land Surveyor
Minnesota License No. 53536

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by Christopher A. Terwedo, Land Surveyor, Minnesota License No. 53536.

Signature

Printed

Notary Public _____ County, _____
My commission expires _____

PLANNING COMMISSION, CITY OF SOUTH ST. PAUL, COUNTY OF DAKOTA, STATE OF MINNESOTA

Approved by Planning Commission of the City of South St. Paul, Minnesota this _____ day of _____, 20____.

By: _____, Chair

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

This plat of WAKOTA 2ND ADDITION was approved and accepted by the City Council of the City of South St. Paul, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____, Mayor

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

By: _____
Todd B. Tollefson
Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the XXnd day of MONTH, YEAR, the Board of Commissioners of Dakota County, Minnesota, approved this plat of WAKOTA 2ND ADDITION, and said plat is in compliance with the provisions of 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____ Attest: _____
Chair, County Board County Treasurer — Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

By: _____
Amy A. Koethe, Director,
Department of Property Taxation and Records

REGISTRAR OF TITLES, COUNTY OF DAKOTA, STATE OF MINNESOTA

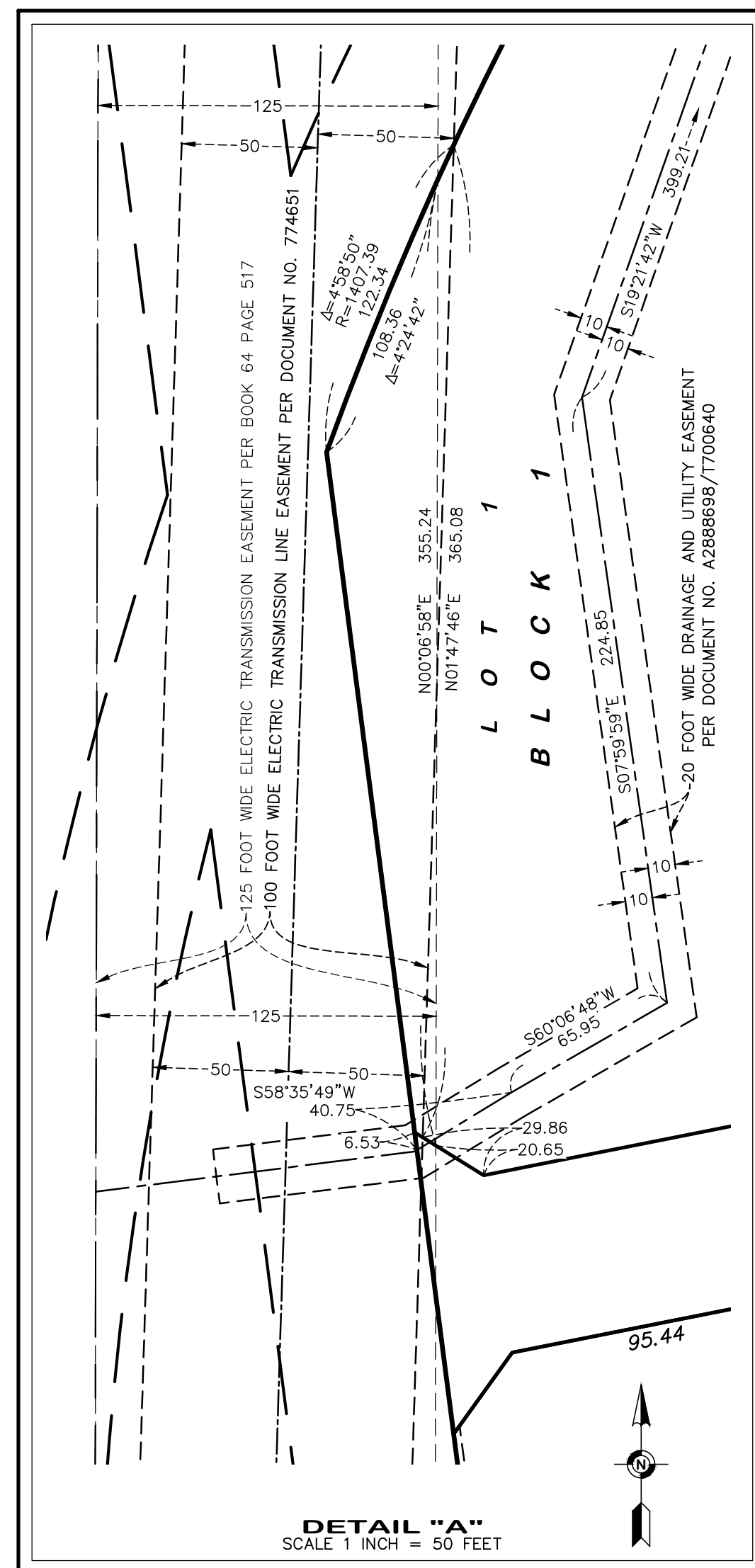
I hereby certify that this plat of WAKOTA 2ND ADDITION was filed in the office of the Registrar of Titles for public record this _____ day of _____, 20____, at _____ o'clock ____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

By: _____
Amy A. Koethe, Registrar of Titles

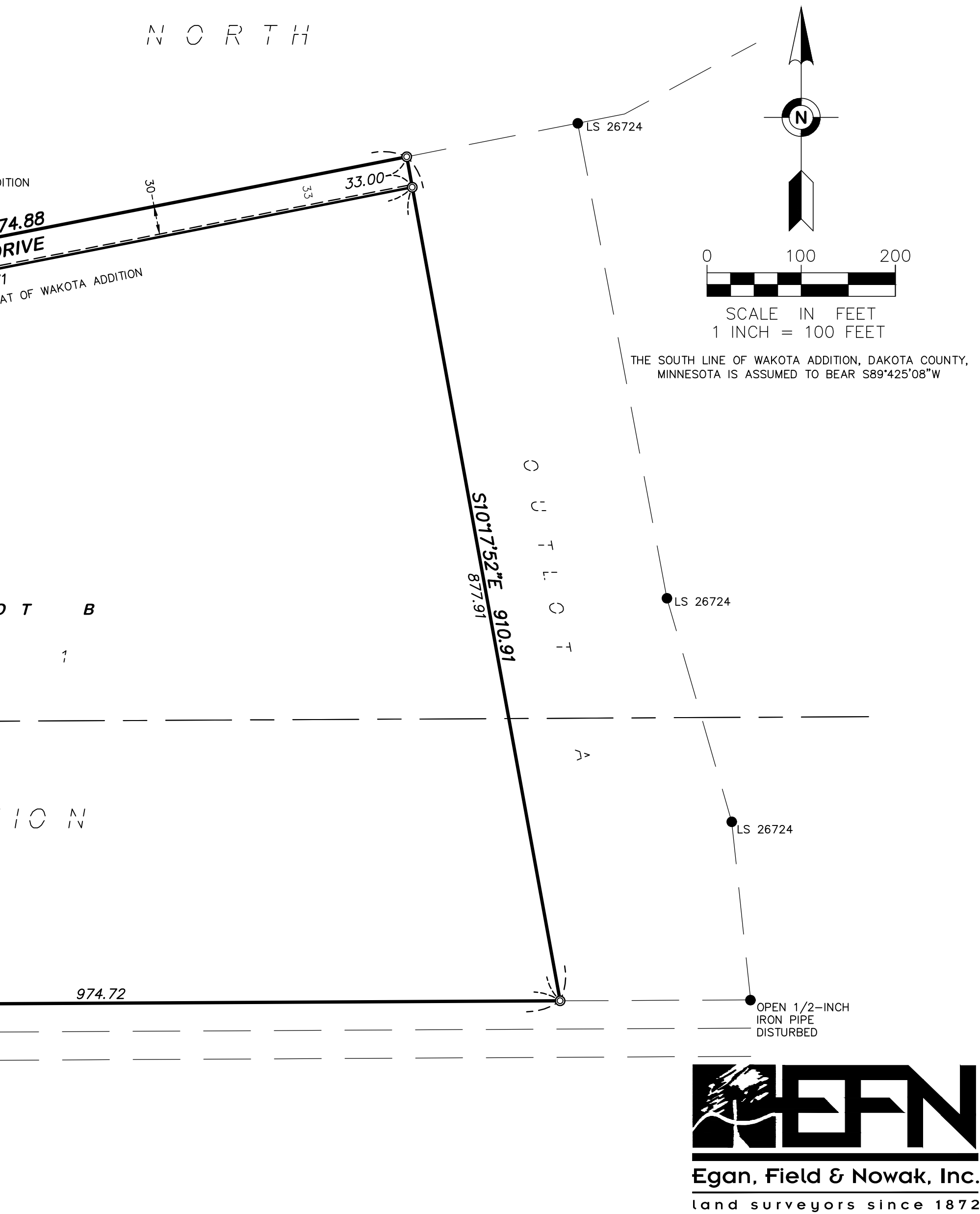
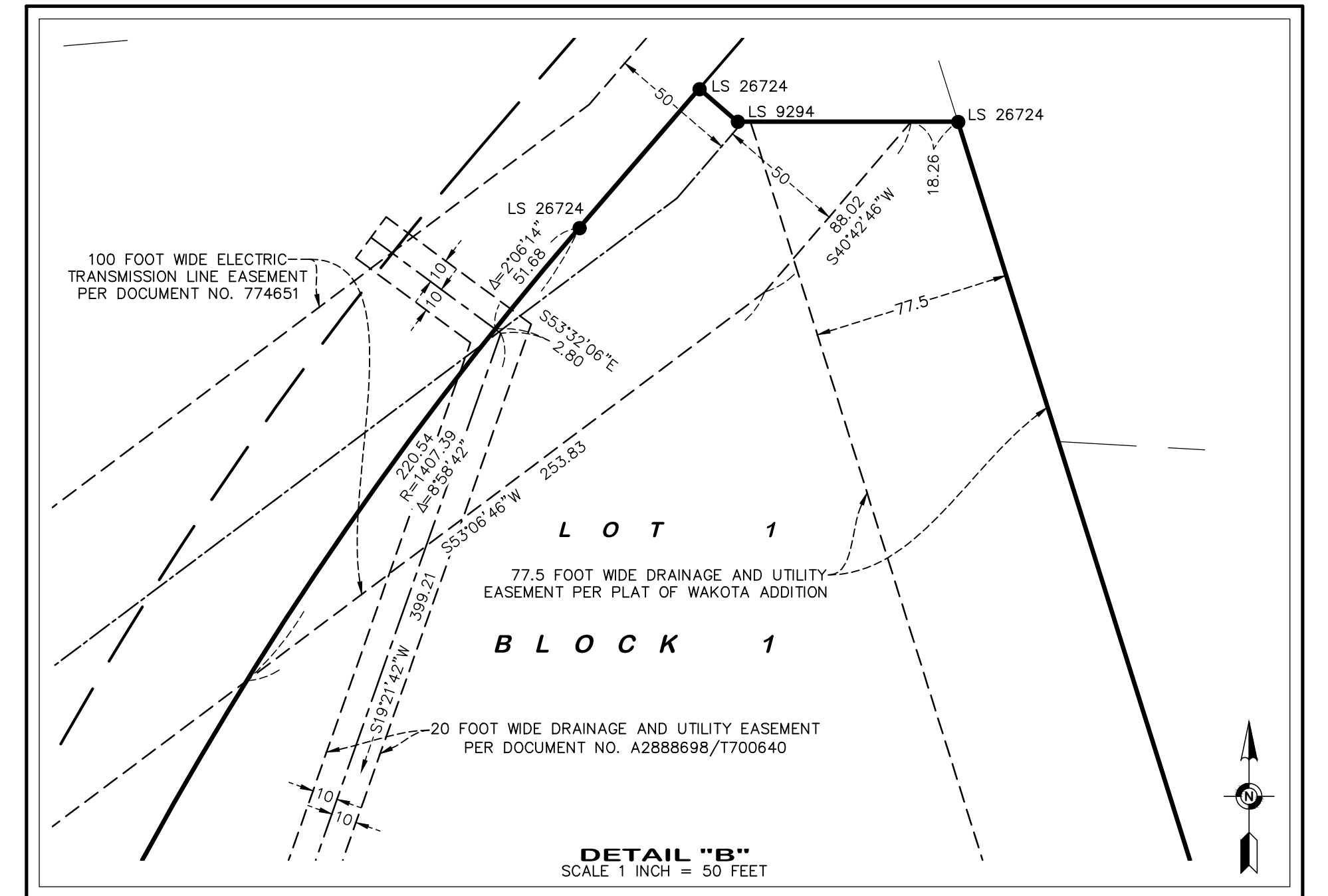
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of WAKOTA 2ND ADDITION was filed in the office of the County Recorder for public record this _____ day of _____, 202____, at _____ o'clock ____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

By: _____
Amy A. Koethe, County Recorder



- [illegible]



August 4, 2025

ATTACHMENT 5 FINAL PLAT NARRATIVE

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

RE: Wakota Business Park – Planning & Zoning Narrative

Dear Michael,

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

Project Overview

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

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

Type of Business/Activity

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

Expected Activities on the Site

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

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

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

Number of Employees

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

Number of Anticipated Customers at Any One Time

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

Hours of Operation

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

Conclusion

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

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Matthew Sorenson
Project Manager
612-474-4926

ATTACHMENT 6 RESPONSE TO PRELIMINARY PLAT ENGINEERING COMMENTS

MEMORANDUM

To: Kelsey Gelhar, P.E., City Engineer
City of South St Paul

From: Matt Sorenson, Project Manager, P.E.
Kimley-Horn and Associates, Inc.

Date: July 30, 2025

Subject: Wakota Business Park – Preliminary Plat and Site Plan Review

Kimley-Horn has reviewed the comments provided by the City of South St. Paul, MN dated June 20, 2025 and has modified the plans accordingly. The comments and responses are listed below. Responses to comments are in ***bold italics***.

GENERAL PLAN REVIEW COMMENTS

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

not ideal. At the time of final plat and final plans, the applicant shall provide plans for how the building will be supported.

Acknowledged.

6. Applicant to review and update Heavy Duty Concrete Pavement Section detail on sheet C700. It currently reads 7 feet of concrete pavement.

Comment addressed.

7. Private utility installations or relocations are to be coordinated between the developer's design team, the contractor, and the private utility provider.

Acknowledged.

PRELIMINARY PLAT

1. Construction of the public roadway and utilities will require an easement on Lot 1 Block 1 for utility connections. The proposed public utilities will need to connect to existing watermain and sanitary sewer located on Lot 1 Block 1.

Comment addressed – reference the attached plans and plat.

2. A drainage and utility easement is needed over the stormwater filtration basin on Lot 1 Block 2.

Comment addressed – reference the attached plans and plat.

STREET/SITE PLAN

1. Pedestrian ramps in public right-of-way must meet MnDOT standards. See MnDOT Standard Plan 5-297.250. Pedestrian ramps require 6" concrete walk.

See sheet C702 for curb ramp details per MnDOT standard plates.

2. Provide a 5-ft wide boulevard for snow storage between the sidewalk along Hardman Avenue and the curblin. Sidewalk must meet ADA standards for width and cross slope.

Comment addressed – plans reflect a 5' sidewalk and boulevard.

3. Applicant shall coordinate sidewalk connection to Dakota County trail system with Dakota County staff.

Acknowledged – coordination is forthcoming.

4. Applicant to provide truck turning movements from the proposed public streets into and out of the proposed development on Lot 1 Block 2 with final plan submittals.

Acknowledged – turning movements will be provided with final plans.

SANITARY SEWER AND WATERMAIN

1. Construction of the public utilities will require the city to upsize the watermain along the 834 Hardman Ave property to complete the 8" loop from the Verderosa Ave Extension to the existing railroad crossing. This will have site impacts on Lot 1 Block 1.

Acknowledged.

2. Location of hydrants within the right-of-way are to be finalized with the public improvement plans. Hydrants for the site must be fed from the site's internal watermain system. Any internal hydrants are for fire protection use only and shall not be used for industrial purposes unless a hydrant meter is installed and payment is made to the City of South St. Paul.

Acknowledged.

3. Hydrants in paved areas shall be protected by bollards.

Comment addressed – bollards have been added to protect hydrants in paved areas.

4. Applicant to update the final plans so that the approximate transformer location is not shown over the water service.

Comment addressed – transformer has been adjusted.

5. The elevation of the sanitary sewer service is to be finalized with the public improvement plans. Preliminary layouts suggest the proposed service on the Wakota Business Park site plans is feasible.

Acknowledged.

GRADING & STORMWATER PLAN

1. A Stormwater Maintenance Agreement will be required with the final plat and final plans. City staff will prepare the agreement for Developer review and comment.

Acknowledged.

2. Energy dissipation measures, such as rip rap, are needed where pipes drain to the proposed stormwater filtration basin.

Comment addressed – rip rap has been added.

3. Applicant to add elevations or curb height call outs to the ADA stall access aisles in the parking lot to clarify where the ramp begins. There must be an ADA compliant route from the parking lot into the building.

Comment addressed – additional detail has been added to the grading plans.

4. Staff recommends moving STMH 401 to the curb line so that crews do not block drive lanes during maintenance activities.

Comment addressed.

5. Applicant to revise the filtration basin outlet to avoid having a pipe with 0.00% slope under the proposed public street.
Comment addressed.
6. Applicant to review the filtration basin bottom elevation and general filtration basin grading. The proposed bottom of the sand filter media is 695, but the groundwater elevation of boring ST-105 is 696.5.
The filtration basin is designed to be within the seasonal high groundwater due to site constraints. The basin is intended to be lined per MPCA guidelines to both prevent groundwater and contamination from seeping up into the basin.
7. Applicant to review the stormwater report narrative against what was entered in HydroCAD. The narrative says that a weighted CN of 90 was used for pre-development and CN of 91 was used for the post-development, but the HydroCAD reports show 89 for pre-development and 90 for post-development.
Comment addressed – narrative has been updated accordingly.

EROSION CONTROL PLAN

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

LANDSCAPING PLAN

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

Thank you for the thorough review of the layout. Please contact me with any questions regarding the responses.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Matt Sorenson
Project Manager, P.E.

ATTACHMENT 7 RESPONSE TO PRELIMINARY PLAT PLANNING COMMENTS

MEMORANDUM

To: Michael Healy, City Planner
City of South St Paul

From: Matt Sorenson, Project Manager, P.E.
Kimley-Horn and Associates, Inc.

Date: July 30, 2025

Subject: Wakota Business Park – Preliminary Plat and Site Plan Review

Kimley-Horn has reviewed the comments provided by the City of South St. Paul, MN dated June 20, 2025 and has modified the plans accordingly. The comments and responses are listed below. Responses to comments are in ***bold italics***.

PLANNING/ZONING CONDITIONS

1. **Approved Plans.** The conditions of this approval are based on the following plans:
 - a. Application (Danner Family Partnership) – Dated 6/2/25
 - b. Revised narrative (Kimley-Horn) – Dated 6/17/25
 - c. ALTA Survey (EFN) – Dated 4/9/2025
 - d. Preliminary Plat for WAKOTA 2nd ADDITION (EFN) – Dated 6/17/25
 - e. Site Plan for Proposed Building (Kimley-Horn) – Dated 6/2/25
 - f. Building Elevations Sheet A3 (Lampert Architects) – Dated 5/29/25
 - g. Grading and Drainage Plan (Kimley-Horn) – Dated 6/2/25
 - h. Utility Plan (Kimley-Horn) – Dated 6/2/25
 - i. Landscape Plan (Kimley-Horn) – Dated 6/2/25
 - j. Photometric Plan (Kimley-Horn) – Not Dated
 - k. Stormwater Management Plan (Kimley-Horn) – Dated 6/2/25

Acknowledged.

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

Acknowledged.

3. **No Site Work Without Construction Permits.** No grading, fence construction, sign installation, or other site work may commence prior to the issuance of applicable construction permits by City Staff.

Acknowledged.

4. **Final Signed Geotechnical Report Required.** A final signed geotechnical report shall be submitted and approved by the City Engineer before grading permits or building permits will be issued.

Acknowledged.

5. **Impervious Surface Coverage Variance.** The new lot that hosts the proposed building (shown as Lot 1, Block 2) may exceed the impervious surface coverage percentage limit of the Shoreland overlay district so long as at least 15% of the lot is landscaped, as required in the I-Industrial zoning district.

Acknowledged.

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

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

Comment addressed.

7. **Compliance with Floodplain Districts Ordinance.** The proposed building is located on a parcel that is partially within FEMA's mapped 100-year floodplain which is considered the "flood fringe" district in the City's Floodplain Districts ordinance. The applicant shall provide any materials that are required at time of building permit to demonstrate compliance with "flood fringe" regulations. If any part of the building is constructed within the mapped 100-year floodplain, the Applicant must submit an as-built survey following construction that demonstrates that the lowest floor elevation is at or above the regulatory flood protection elevation.

Acknowledged.

8. **Drainage and Utility Easement for Stormwater Pond.** The Applicant shall grant the City a drainage and utility easement over the entirety of the stormwater pond that will serve the proposed building on proposed Lot 1, Block 2. The Applicant shall be permitted to plat the pond as an outlot, provided that this can be done without creating any zoning nonconformities for other parcels within the development. The final form of the drainage and utility easement is subject to review and approval by the City Engineer and the City Attorney.

Comment addressed – the stormwater basin will be located within an easement and outlot.

9. **Drainage and Utility Easement over Public Utilities.** The applicant shall grant the City a utility easement on Lot 1, Block 1 for existing and proposed utility connections. At the City Engineer's discretion, the Applicant may also be required to provide 10-foot-wide perimeter drainage and utility easements around the newly platted lots. The final design of the easement(s) is subject to review and approval by the City Engineer and the City Attorney.

Comment addressed – easements have been added to the plat and plans.

10. **Revised Civil Plans Needed.** The Applicant shall revise their civil plans to reflect that the right-of-way for the proposed Marley Danner Drive must be 66 feet in width and the portion that is platted as a half-street must be 33 feet in width.

Comment addressed – the plat and plans were updated during the preliminary plat process.

11. **Setback of Existing Building at 843 Hardman Avenue South.** The final plat shall ensure that a 30-foot setback is maintained between the existing building's fuel canopy and the front property line along the proposed Marley Danner Drive unless a variance is granted.

Dimensions are included in the plans. The canopy is not within the 30-foot setback.

12. **Compliance with City Code's Performance Standards.** The facility must comply with all the City Code's performance standards relating to odor, noise, dust, glare, refuse, handling, etc.

Acknowledged.

13. **Design and Construction of Eastern Driveway Access for Proposed Building.** The proposed building is shown as having two driveway accesses along Marley Danner Drive. Unless otherwise authorized by the City Engineer, the Applicant will not be permitted to construct the easternmost driveway access onto Marley Danner Drive until after the public street has been fully designed. The final design and alignment of the easternmost access drive is subject to review and approval by the City Engineer.

Acknowledged.

14. **Development Agreement.** The applicant shall enter into a development agreement with the City.

Acknowledged.

15. **Public improvements along Hardman Avenue South.** The Applicant shall be responsible for constructing a public sidewalk along Hardman Avenue South which shall connect the Mississippi River Trail to the public sidewalk of the proposed Marley Danner Drive. The Applicant shall coordinate the sidewalk connection to the Dakota County trail system with Dakota Danner Drive. The Applicant shall coordinate the sidewalk connection to the Dakota County trail system with Dakota County Staff. The Applicant shall revise their civil plans for the new sidewalk so that there is at least a 5-foot-wide grass boulevard with boulevard trees along Hardman Avenue South for snow storage and consistency with the design of Hardman Avenue on the north side of Interstate 494. The final design of the sidewalk and placement of boulevard trees is subject to review and approval by the City Engineer. The Applicant shall dedicate additional right-of-way to encompass the grass boulevard and the new public sidewalk, either in the final plat, or by written easement. The Applicant shall also dedicate an easement for the connection between the Mississippi River Trail and the public sidewalk.

Comment addressed – sidewalk has been revised to include a 5' boulevard. The limits of the new sidewalk are within the right of way, so an easement is not needed.

16. **Landscaping Requirements.** The Applicant shall revise the landscaping plan to ensure that all trees planted to satisfy landscaping requirements meet the minimum size requirements dictated in the City Code. The Applicant shall install and maintain landscaping that is consistent with the approved landscaping plan. Minor changes to the landscaping plan may be approved by the Zoning Administrator.

Comment addressed.

17. **Landscaping Guarantee.** The Applicant shall establish at \$7,500 landscaping guarantee prior to obtaining their building permit for the proposed building. The security shall be maintained for at least one (1) year after the date that the last landscape materials have been planted. After one year has passed, the Applicant must replace any required landscape materials that are not alive or are in an unhealthy state. Once the City has confirmed that the replacements have been installed, the entire security may be released.

Acknowledged.

18. **Stormwater Management Agreement.** The Applicant shall enter into a stormwater maintenance agreement with the City for the proposed building's stormwater pond.

Acknowledged.

19. **Mechanical Equipment Screening Plan.** A mechanical equipment screening plan shall be submitted as part of the building permit submittal for the proposed building. All ground-mounted and building-attached mechanical equipment shall be screened according to the

standards contained within Code Section 118-9. All roof-mounted mechanical equipment shall be screened according to the standards contained within Code Section 118.242.

Acknowledged.

20. **Trash Enclosure Required if there is Exterior Trash Handling.** All dumpsters stored outside of the building must be in an approved trash enclosure that meets zoning requirements.

Acknowledged.

21. **SAC Fees.** The Applicant must be required to make a Sewer Access Charge (SAC) payment consistent with Metropolitan Council Requirements at a time of building permit for the proposed building.

Acknowledged.

22. **Preliminary Plat Approval Expiration.** The preliminary plat approval shall expire within three years of the date of approval unless a final plat application has been submitted or an extension has been granted by the City Council. Unless otherwise approved by the City Council, no building permits, fence permits, sign permits, or other construction permits for the proposed new buildable lot shall be issued until the final plat has been approved and recorded with Dakota County.

Acknowledged.

23. **Park Dedication Fee.** A park dedication cash-in-lieu fee will need to be paid. This fee will be calculated consistent with City policies.

Acknowledged.

24. **Lapse of the Site Plan Approval.** Unless an extension is granted by the City Council, the site plan approval for the proposed building will lapse and terminate if improvements have not substantially begun within three years from the date of approval.

Acknowledged.

25. **Approval From Other Agencies.** The Applicant shall be responsible for obtaining any required approvals from other agencies such as the Minnesota Pollution Control Agency (MPCA), Department of Natural Resources (DNR), and Minnesota Department of Health (MDH).

Acknowledged.

ENGINEERING CONDITIONS

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

Acknowledged – see comments in separate response letter as part of this submittal.

Thank you for the thorough review of the layout. Please contact me with any questions regarding the responses.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Matt Sorenson
Project Manager, P.E.



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

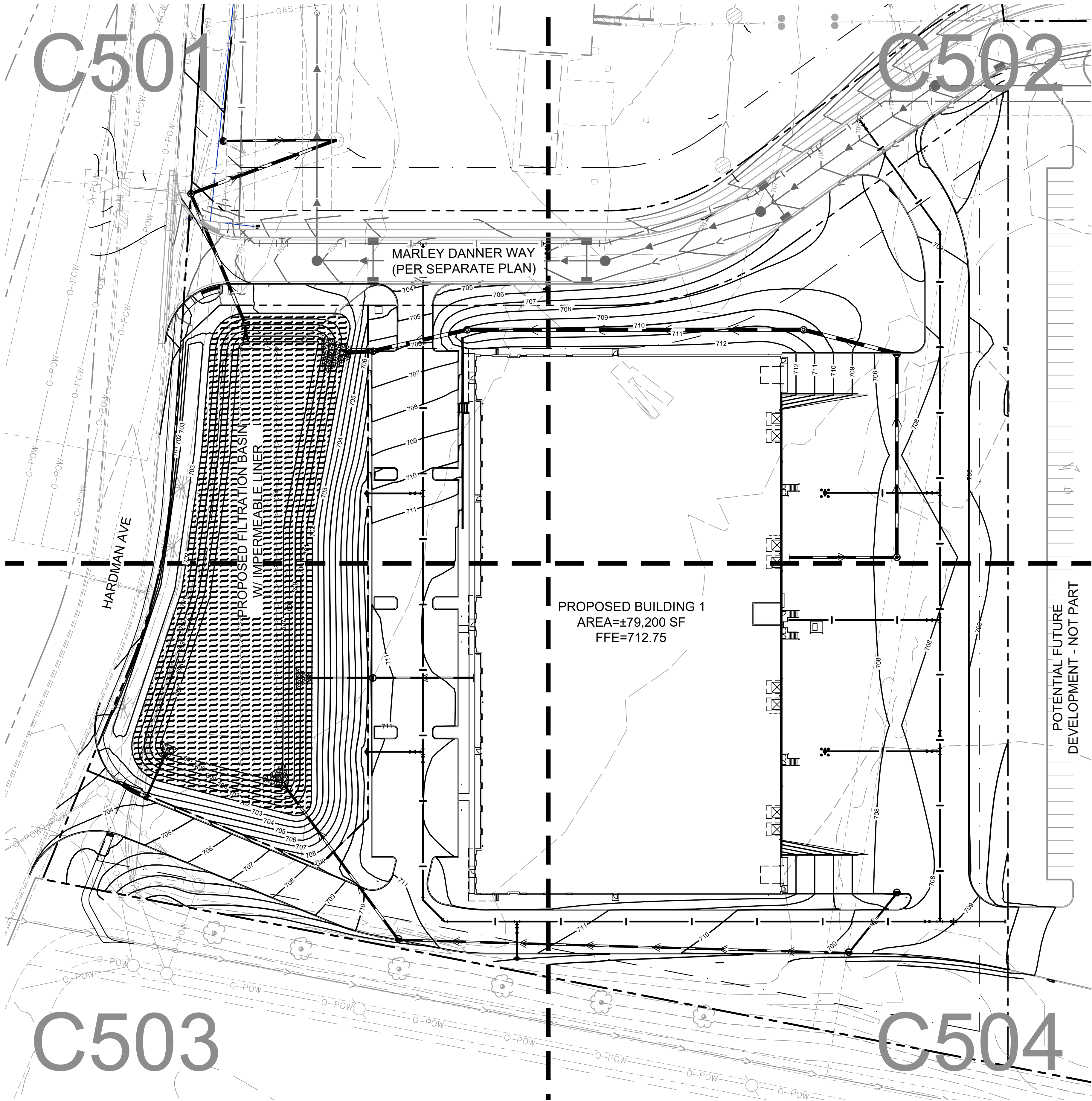
1. REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF STOOPS, TRUCK DOCKS, TRASH ENCLOSURES & PRECISE BUILDING DIMENSIONS. REFER TO THE SITE ELECTRICAL PLAN FOR LOCATIONS OF PROPOSED LIGHT POLES, CONDUITS, AND ELECTRICAL EQUIPMENT.
2. REFER TO CERTIFIED SITE SURVEY OR PLAT FOR EXACT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

BUILDING DATA	
TOTAL BUILDING AREA	79,200 SF
PERCENT OF BUILDING LOT AREA	31.44%
PARKING SUMMARY	
REQUIRED PARKING	ONE SPACE PER EVERY TWO PERSONS OF MAXIMUM EMPLOYMENT
TOTAL PROPOSED PARKING	89 SPACES
REQUIRED ACCESSIBLE PARKING	4 STANDARD SPACES 4 VAN ACCESSIBLE
PROPOSED ACCESSIBLE PARKING	4 STANDARD SPACES 4 VAN ACCESSIBLE



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

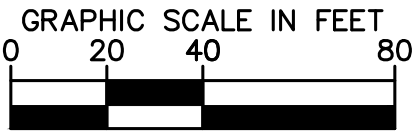
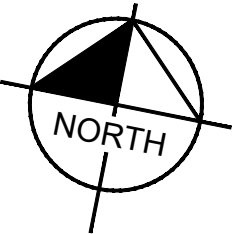
Kimley»»Horn



ATTACHMENT 9 GRADING AND DRAINAGE PLAN

LEGEND

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



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

OVERALL
GRADING &
DRAINAGE PLAN

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

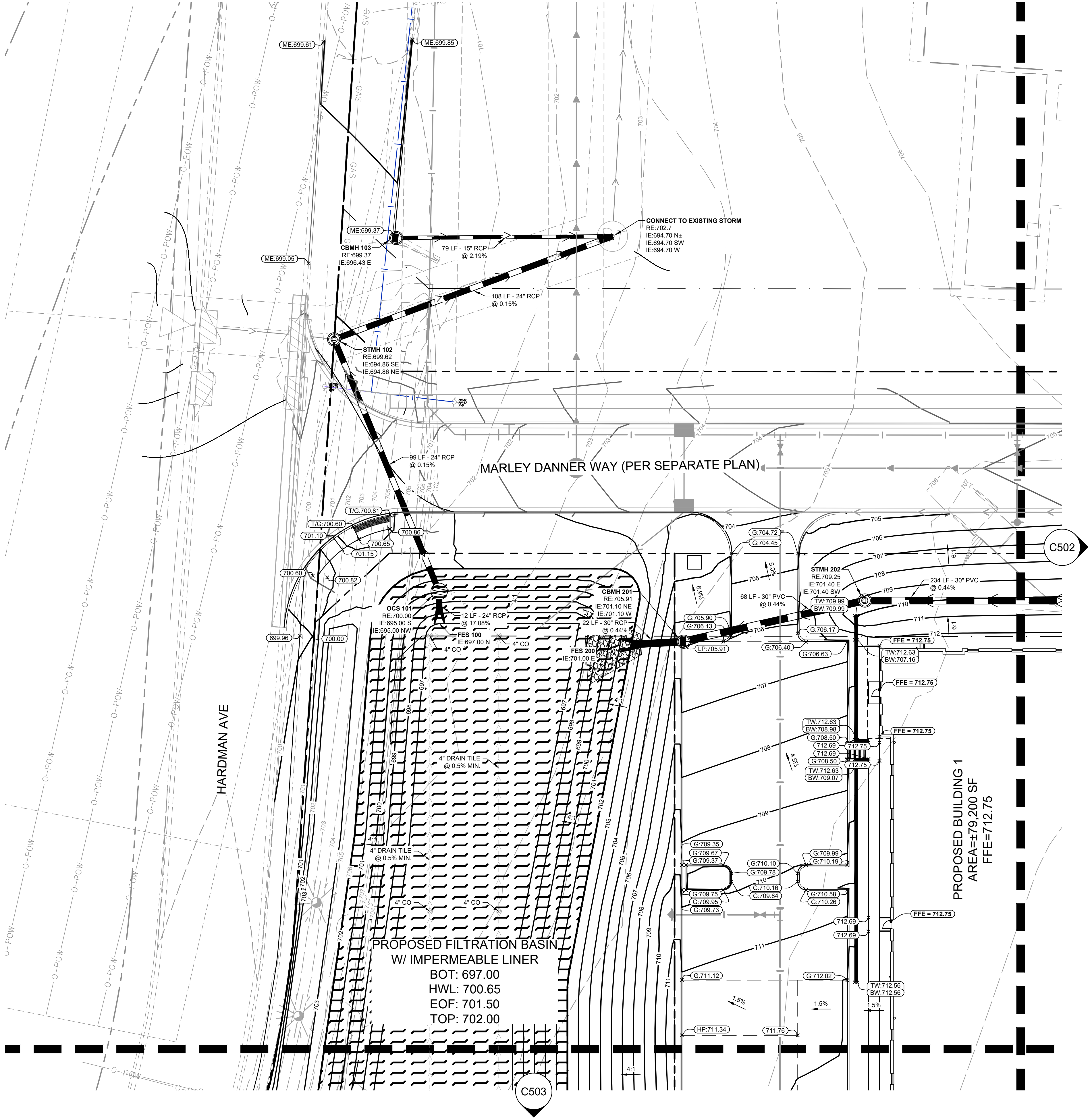
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SPECIFICATION OR REPORT WAS PREPARED BY
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AND THAT I AM A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF
MINNESOTA.
MATTHEW J. SORENSON
NW
LIC. NO.
59721
DATE
06/02/2025

ARCHITECT COORDINATION
06/13/2025 MJS
FINAL PLAT SUBMITTAL
08/04/2025 MJS

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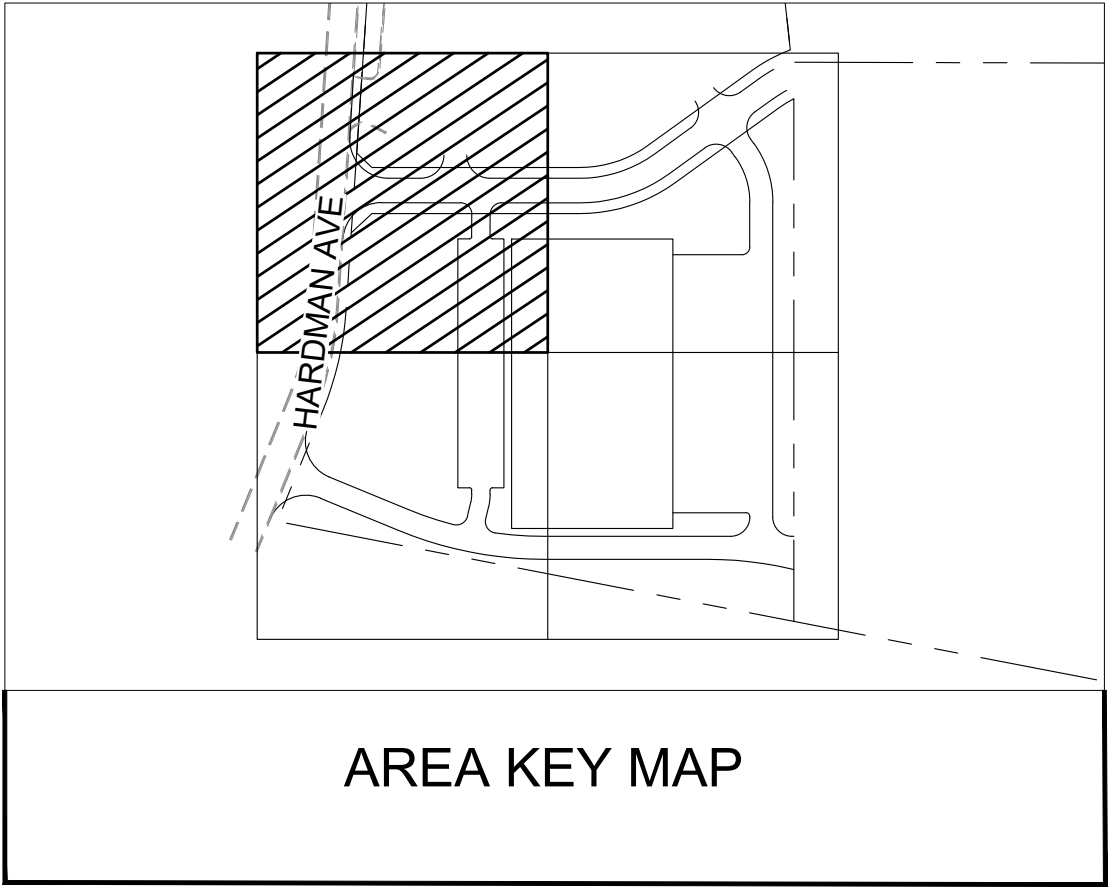
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LEGEND

	PROPERTY LINE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED RIDGE LINE
	PROPOSED DRAIN TILE
	SOIL BORING SEE GEOTECHNICAL REPORT
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	PROPOSED DRAINAGE DIRECTION
	PROPOSED ADA SLOPE



NORTH

GRAPHIC SCALE IN FEET

0 10 20 40

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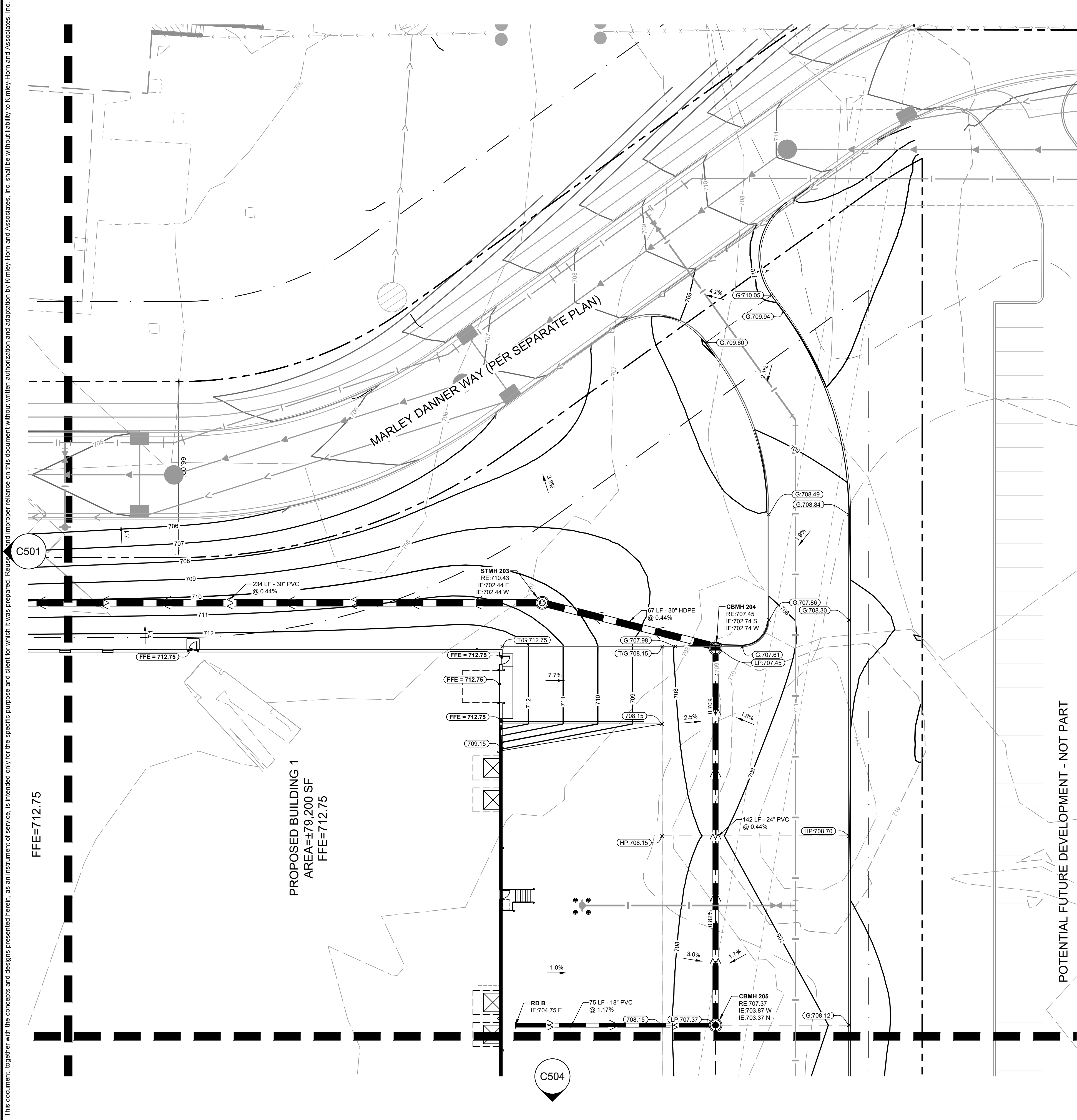
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WAKOTA BUSINESS PARK - BUILDING 1 PREPARED FOR DANNER FAMILY LIMITED PARTNERSHIP SOUTH ST PAUL MN	KHA PROJECT 160448001 DATE 06/02/2025 SCALE AS SHOWN DESIGNED BY JTL DRAWN BY JTL CHECKED BY MJS	LARRY CORTNEY, MAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. MATTHEW J. SORENSON DATE: 06/02/2025 LIC. NO. 59721	ARCHITECT COORDINATION 06/13/2025 MJS
			FINAL PLAT SUBMITTAL 08/04/2025 MJS
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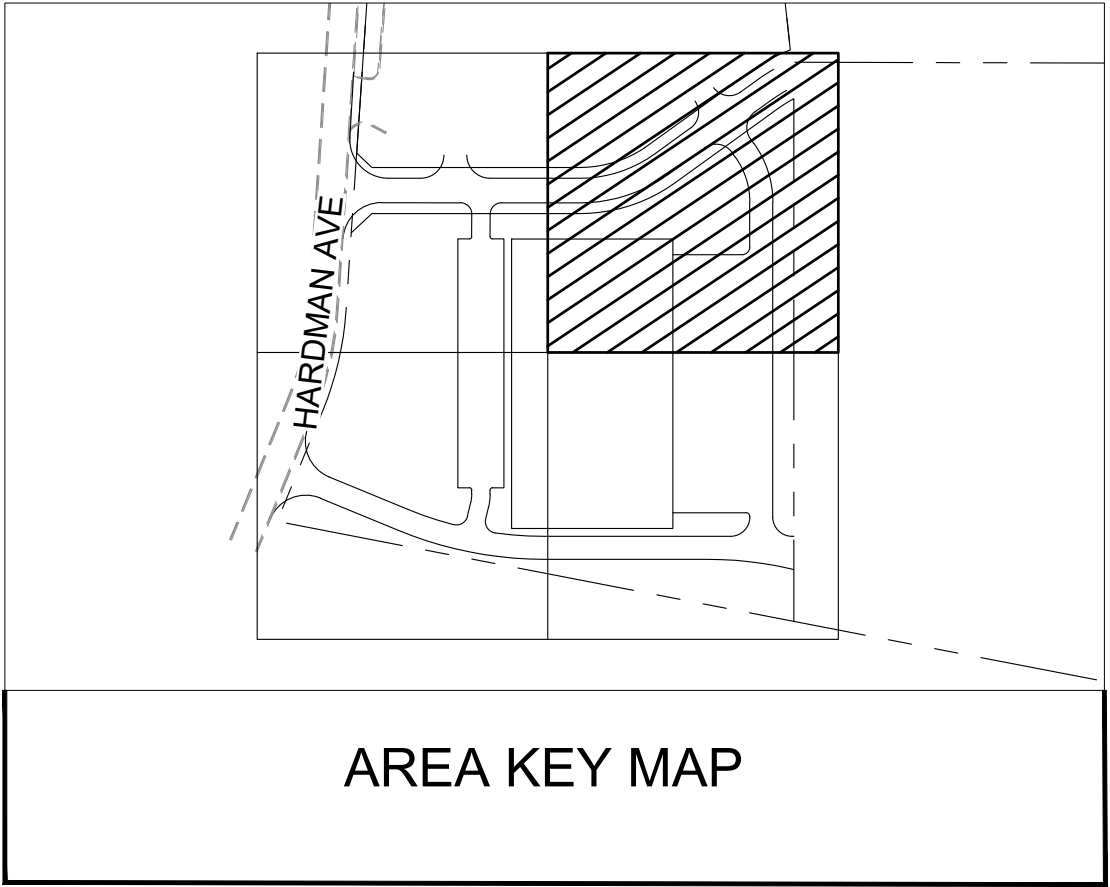
MATCH EXISTING ELEVATION

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GRAPHIC SCALE IN FEET

0 10 20 40

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

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160448001

DATE
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DESIGNED BY
JTL

DRAWN BY
JTL

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06/13/2025 MJS

FINAL PLAT SUBMITTAL
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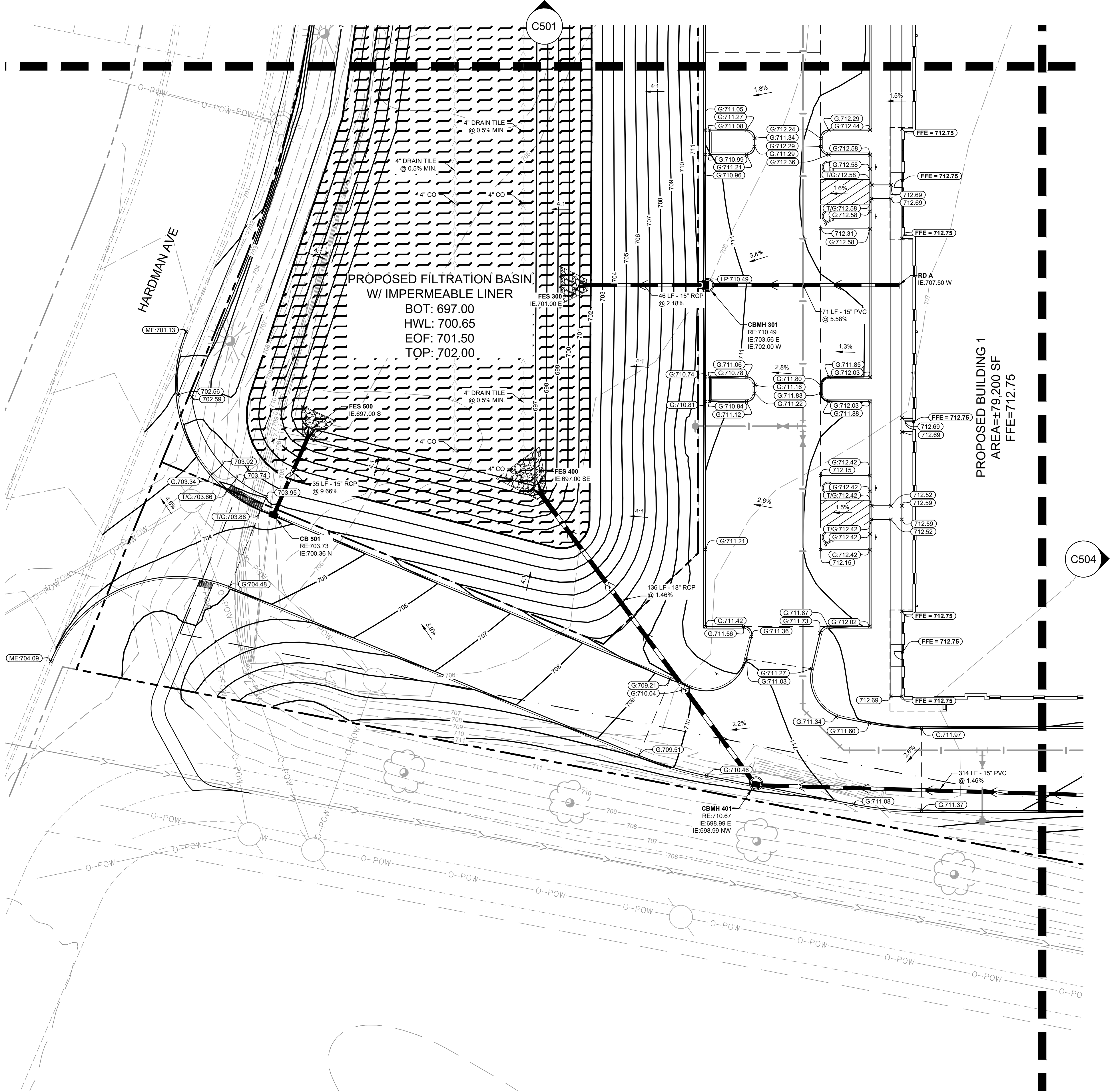
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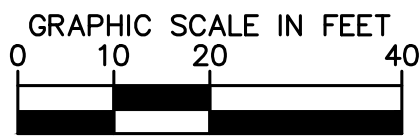
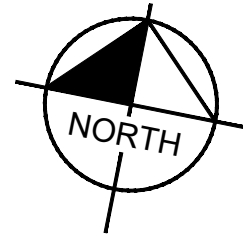
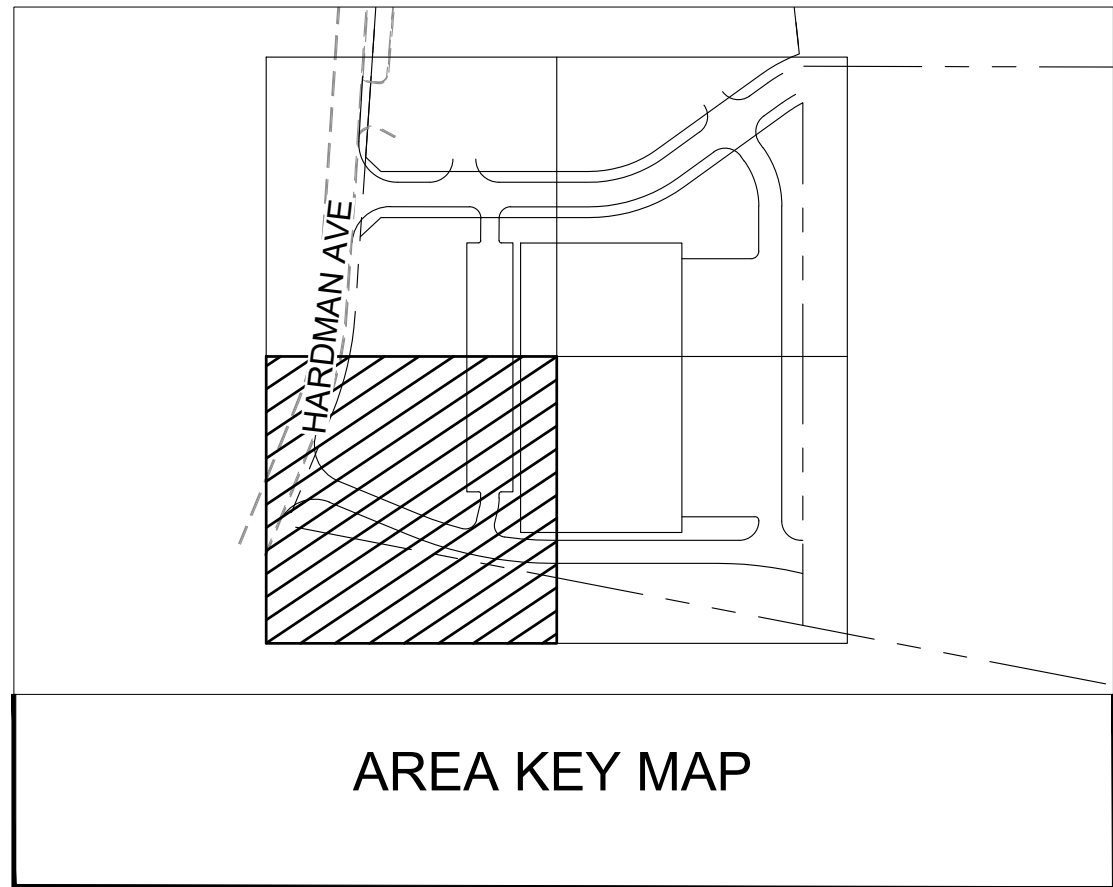
MATTHEW J. SORENSON

Page 227 of 242



LEGEND

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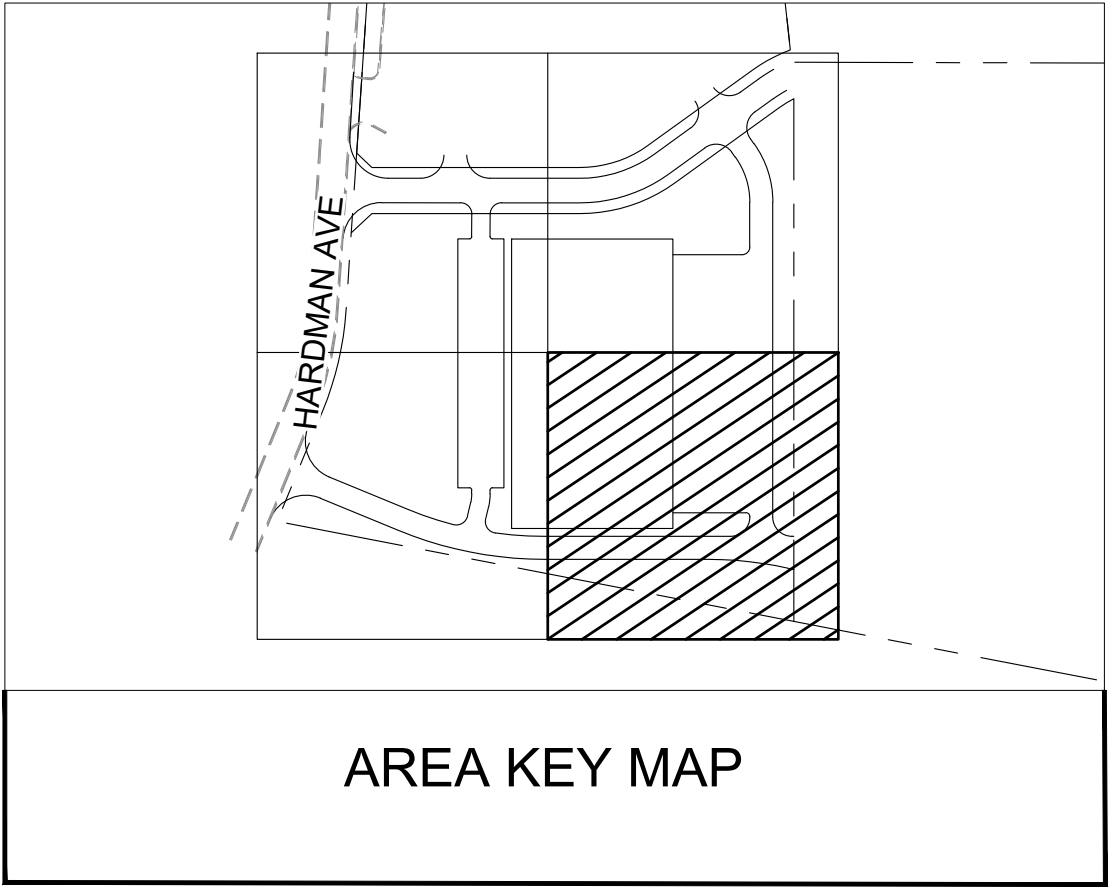
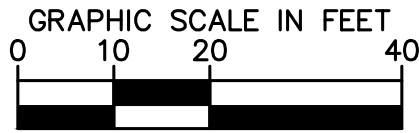
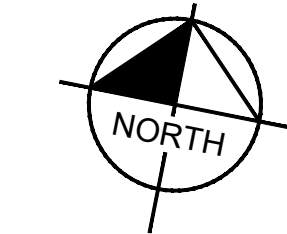
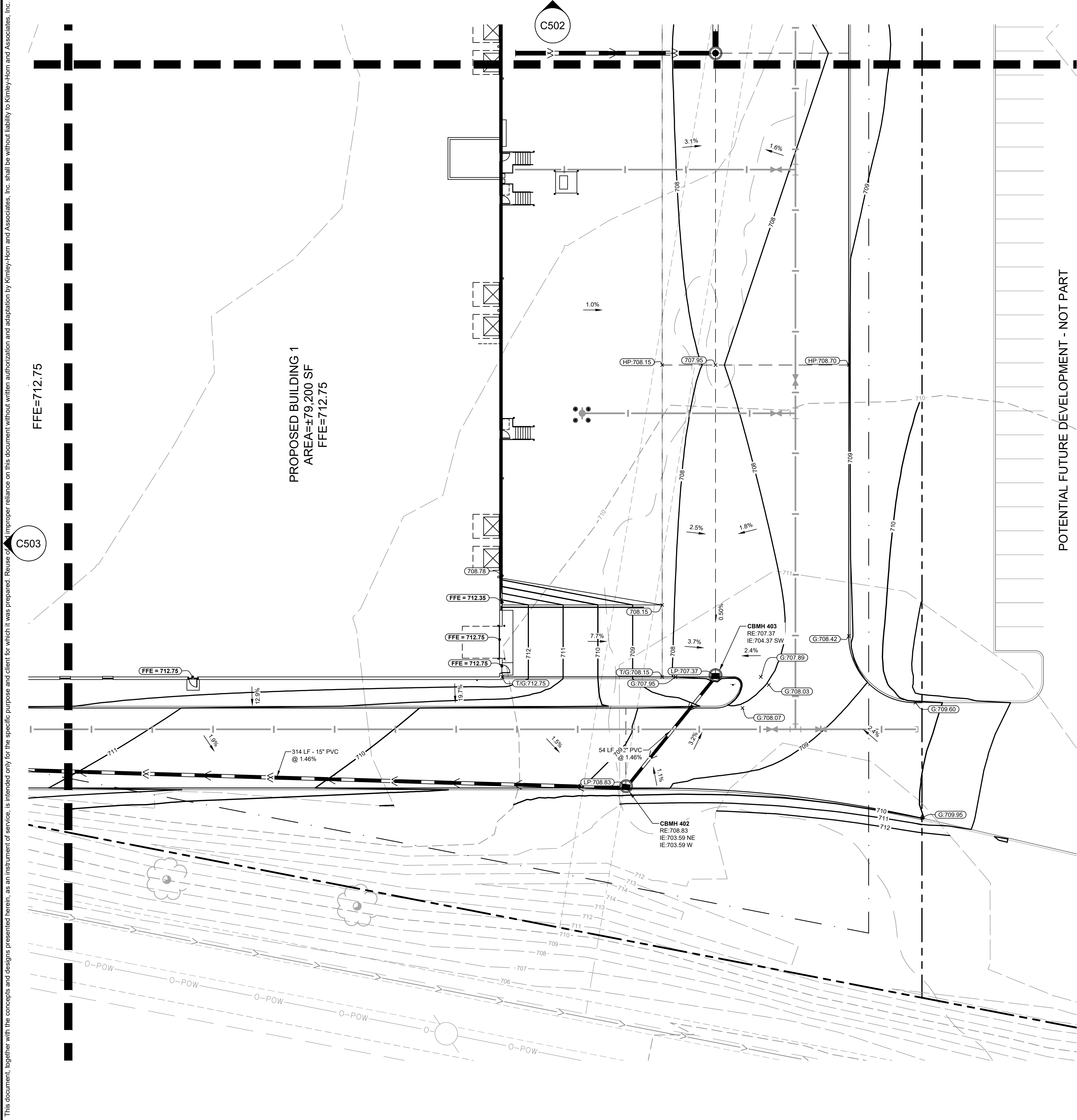
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FINAL PLAT SUBMITTAL	08/04/2025 MJS
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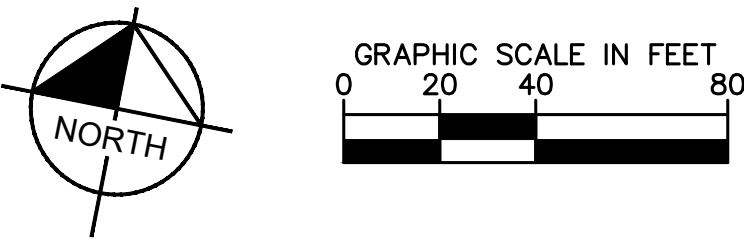
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UTILITY PLAN

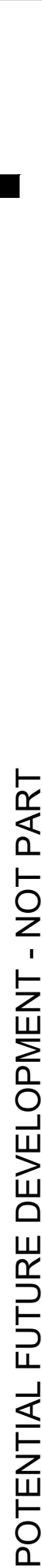
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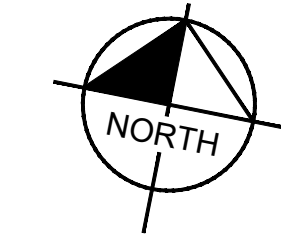
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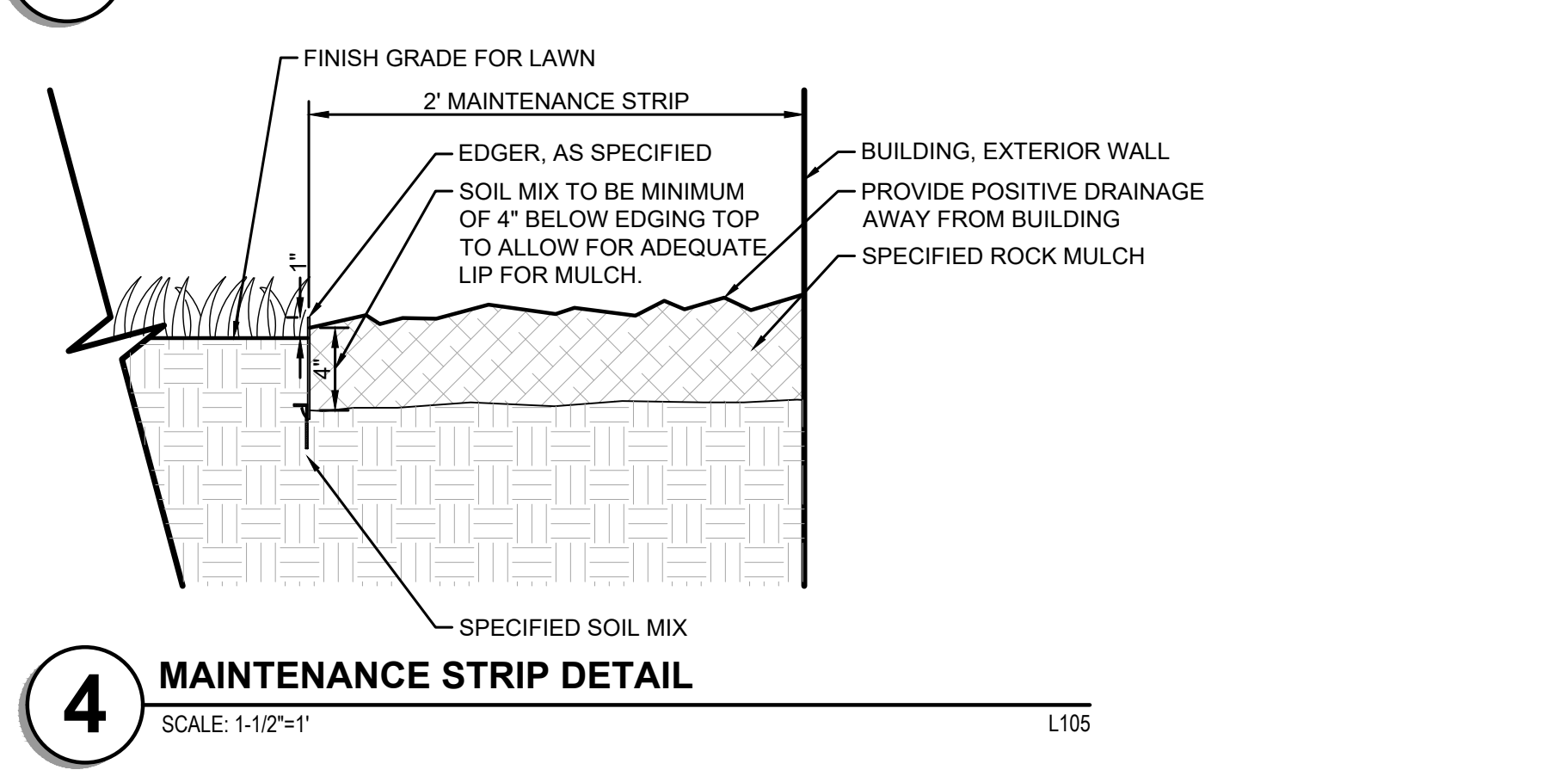


NOTE: SEE SHEET L105 FOR FULL PLANT SCHEDULE



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NOTE:
QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

ABBREVIATIONS:
B&B = BALLED AND BURLAPPED CAL. = CALIPER HT. = HEIGHT MIN. = MINIMUM O.C. = ON CENTER SP. = SPECIES
QTY. = QUANTITY

LANDSCAPE NOTES

PLANTING

1.

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

2.

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

3.

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

4.

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

5.

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

6.

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

7.

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

8.

PLANTS TO BE INSTALLED AS PER MNL4 & ANSI STANDARD PLANTING PRACTICES.

9.

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

10.

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

11.

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

12.

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

13.

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

14.

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

15.

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

SOIL

16.

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

17.

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

MULCH

18.

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

EDGE

19.

EDGING TO BE COMMERCIAL GRADE COL-MET (OR EQUAL) STEEL EDGING; 3/16" THICK x 5" TALL, COLOR BLACK, PAIRED TO EDGE, AS INDICATED. STEEL EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIKES NO GREATER THAN 4 FOOT ON CENTER WITH TOP OF EDGER AT GRADE. FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. WHERE EDGING TERMINATES AT A SIDEWALK, BEVEL OR RECESS ENDS TO PREVENT TRIP HAZARD. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR RAIN-GARDEN BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).

SEED/SOD

20.

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

IRRIGATION

23.

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

ESTABLISHMENT

24.

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

25.

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

WARRANTY

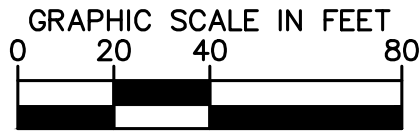
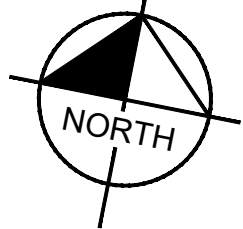
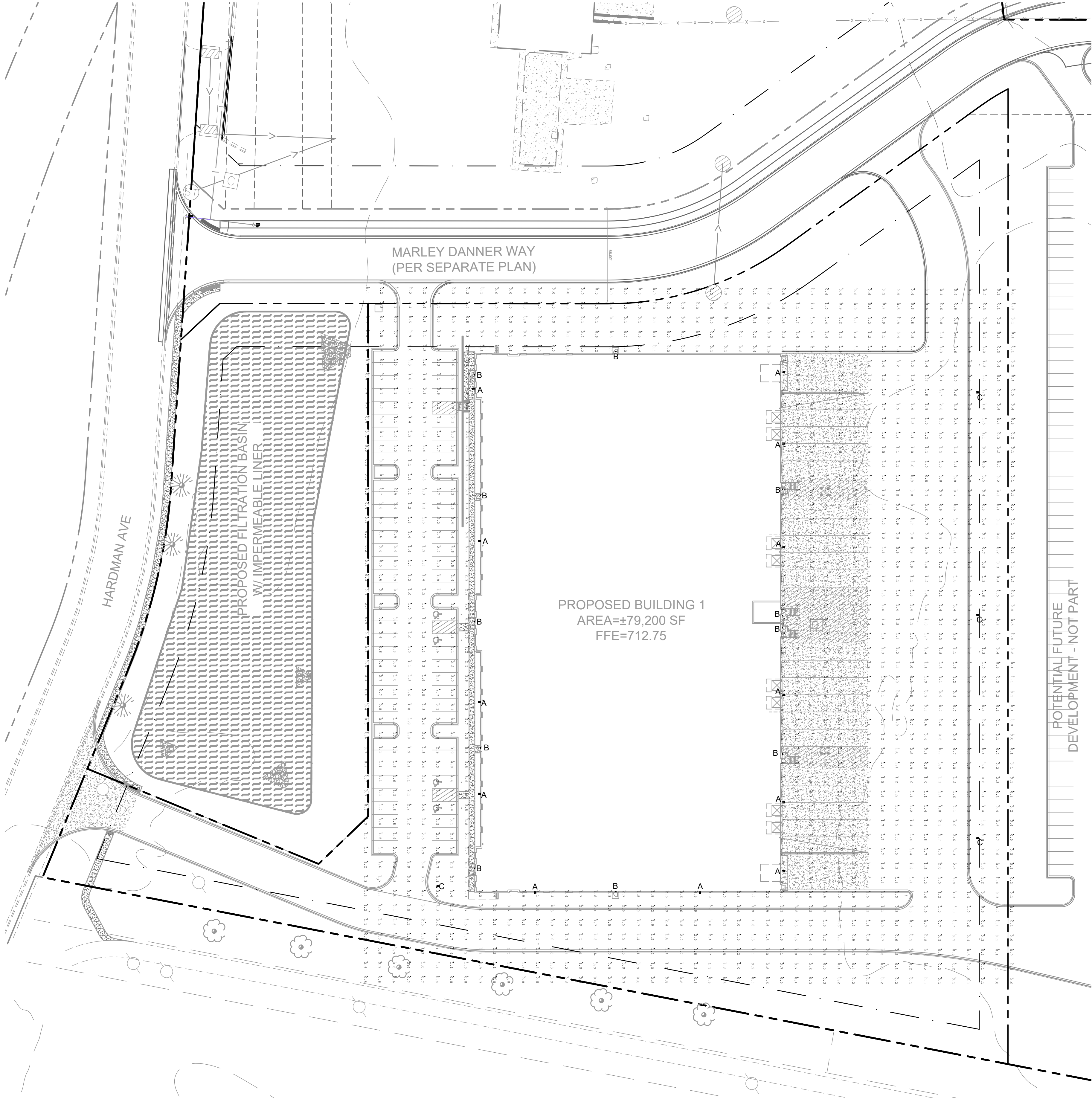
26.

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

27.

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

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LEGEND	
	PROPERTY LINE
	SETBACK LINE
	DRAINAGE AND UTILITY EASEMENT

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

ISSUED FOR PERMIT - NOT FOR CONSTRUCTION

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

PHOTOMETRIC
PLAN

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

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

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

Kimley»Horn
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ARCHITECT COORDINATION 06/13/2025 MUS	06/13/2025 MUS
FINAL PLAT SUBMITTAL 08/04/2025 MUS	08/04/2025 MUS
No.	REVISIONS
	DATE
	BY



August 26, 2025

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

RE: Wakota Business Park
Final Plat and Site Plan Review

Dear Mr. Healy,

Engineering staff reviewed the final plat and plans submitted for the Wakota Business Park Development and have the following comments:

General Comments

1. Public improvement plans for the proposed Marley Danner Drive are still being developed. The Developer shall enter into a Development Agreement with the City of South St. Paul at the time of final plat and plan approval.
2. The Developer is responsible for acquiring all permits needed for the improvements, including, but not limited to, a Watermain Plan Review (MDH), Sanitary Sewer Extension Permit (MPCA), NPDES permit and SWPPP, and City of South St. Paul building permit.
3. All public improvements must meet the standards of the City of South St. Paul and follow the City's standard specifications for construction and standard plates. Current standard plates are attached to this letter.
4. Applicant to provide a final geotechnical report signed by a licensed professional engineer with the State of Minnesota with the final plans. The City Engineer will not sign off on the building permit until a signed geotechnical report is submitted for review.
5. The draft geotechnical report details several options (soil corrections, soil surcharges, aggregate piers, etc.) for supporting the proposed building on Lot 1 Block 2. The applicant shall provide plans for how the building will be supported with the building permit application.
6. Private utility installations or relocations are to be coordinated between the developer's design team, the contractor, and the private utility provider.



Final Plat

1. The City is currently working with the United States Army Corps of Engineers on levee permits and the width of any easements needed along the levee as part of the public improvement plans. Portions of Outlot B may be impacted by a future levee easement if required by the United States Army Corps of Engineers.
2. Public sidewalks on private property are required to be in an easement.

Street/Site Plan

1. Pedestrian ramps in public right-of-way must meet MnDOT standards. The most recent version of MnDOT Standard Plan 5-297.250 (dated 11-04-2021) shall be included in the plan set. Pedestrian ramps require 6" concrete walk.
2. The entirety of the 5-ft wide sidewalk along Hardman Avenue shall be in the city right-of-way. Any portion of the public sidewalk outside of the right-of-way will be required to be in an easement. Applicant shall coordinate sidewalk connection to Dakota County trail system with Dakota County staff.
3. Applicant to provide truck turning movements from the proposed public street into and out of the proposed development on Lot 1 Block 2 with final plan submittals.
4. Applicant to update Keynote G description or add a keynote for bollards that will not need an ADA parking sign, like those around hydrants (see sheet C402).

Sanitary Sewer and Watermain

1. The applicant shows a water "STUB FOR FUTURE EXTENSION" to Outlot B. Any future facilities on Outlot B must connect to the public watermain on the proposed Marley Danner Drive.
2. Location of hydrants within the right-of-way are to be finalized with the public improvement plans. The public improvement plans for the proposed Marley Danner Drive show two hydrants between Hardman Avenue and the eastern entrance to Lot 1 Block 2. The applicant will not be required to install the proposed hydrant in the right-of-way shown on the development plans.

Grading & Stormwater Plan

1. A Stormwater Maintenance Agreement will be required with the final plat and final plans. City staff will prepare the agreement for Developer review and comment.

Erosion Control Plan

1. Per the city's fee schedule, an erosion control escrow of \$3,000 per acre will be collected with the building permit. The development on Lot 1 Block 2 and Outlot A will require an erosion control escrow of \$20,832.30 to be collected at the time of the building permit. This amount is based on the total area of Outlot A and Lot 1 Block 2 on the final plat.



2. Erosion control measures (inlet protection, sediment control logs, silt fences, rock construction entrances, etc.) must be included in the final plans prior to release of the city permits. This project disturbs more than one acre of land and will therefore require a Stormwater Pollution Prevention Plan to be included in the plan set.

Please contact me at 651-554-3219 or kgelhar@sppmn.org with any questions.

Sincerely,

Kelsey Gelhar, P.E.
City Engineer

1. CONTROL JOINTS SHALL BE 10' MAX. SPACING AND STABBED AT FRONT AND BACK OF CURB.
2. TWO #4 REINFORCING RODS AT CATCH BASINS, MIN. 10' IN LENGTH ON BOTH SIDES.

Technical drawing of a mechanical part with the following dimensions and features:

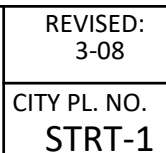
- Overall height: 13.5"
- Top left corner radius: $R = 1/2"$
- Top horizontal segment: 6"
- Top right corner radius: $R = 3"$
- Right side vertical segment: 7"
- Right side corner radius: $R = 1/2"$
- Bottom right corner radius: $R = 1/2"$
- Bottom horizontal segment: 12"
- Bottom left corner radius: $R = 1/2"$
- Internal features: Two circles, each with a diameter of 2", spaced 2" apart.
- Slope: 3/4" PER FT.

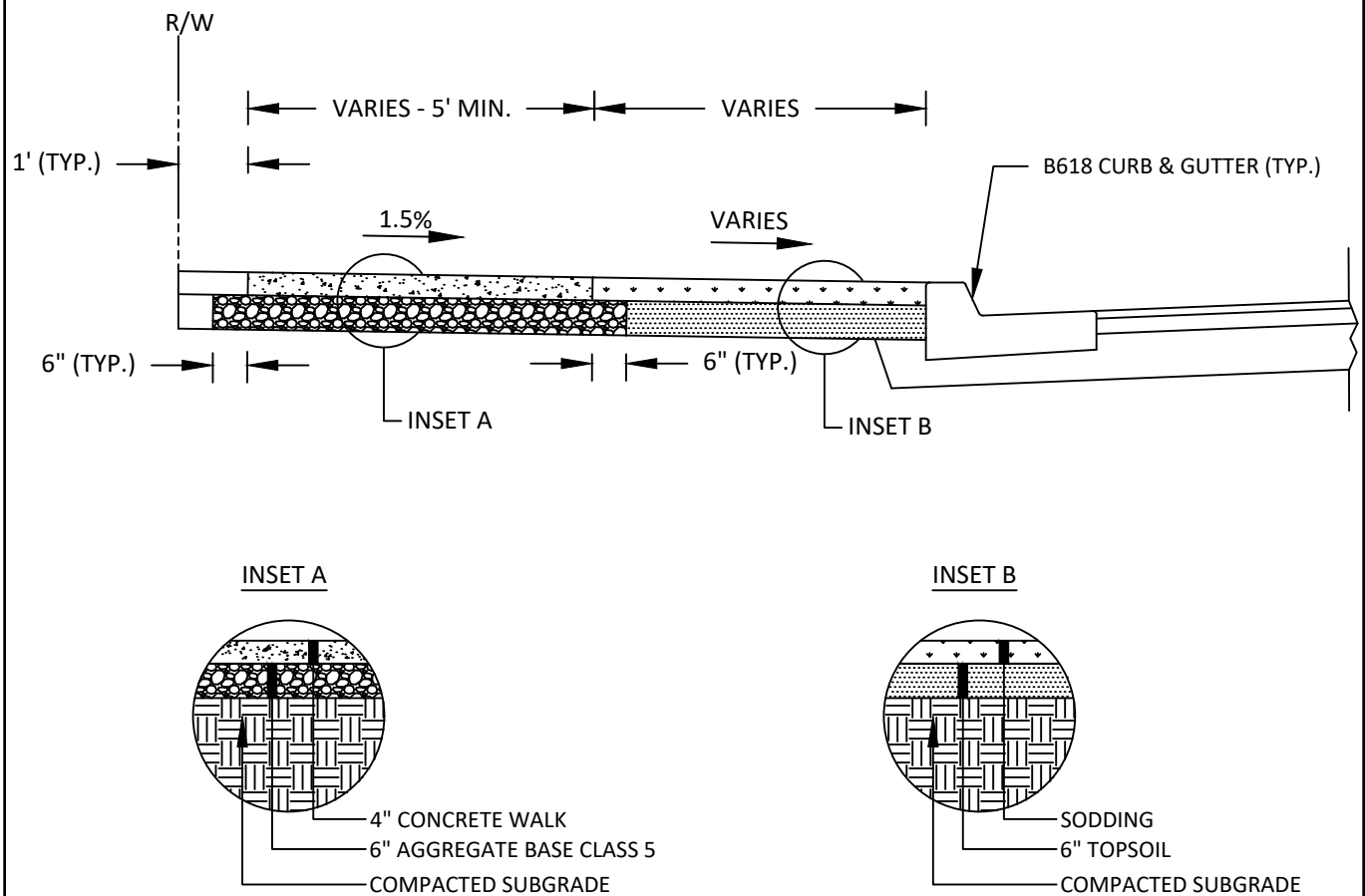
Technical drawing of a cross-section of a pipe with a 3/4 inch slope per foot. The drawing shows a pipe with a total width of 26 inches (8 inches + 18 inches) and a total height of 13.5 inches. The top edge has a 6-inch horizontal section followed by a 3-inch radius curve. The bottom edge has a 2-inch horizontal section followed by a 3-inch radius curve. The slope is 3/4 inch per foot. The drawing is labeled B6.

Technical drawing of a gutter cross-section showing a parabolic profile. The drawing includes the following dimensions and labels:

- Total width: 28"
- Left slope length: 17.5"
- Right slope length: 10.5"
- Left radius: $R=12''$
- Right radius: $R=68''$
- Clearance at the bottom: $3/4''$
- Slope specification: SLOPE $1/4''$ PER FT.

1. SURMOUNTABLE CURB TO BE FORMED INTO B618 AT BACK OF CURB RADIUS.





NOTES:

1. MIN. 6" CONCRETE WALK AT DRIVEWAY CROSSINGS AND PEDESTRIAN CURB RAMPS.
2. CONSTRUCT PEDESTRIAN RAMPS AT ALL INTERSECTION PER MNDOT S.P. 5-297.250.
3. PROVIDE EXPANSION JOINT MATERIAL AT MAX. 100' SPACING.
4. PROVIDE EXPANSION JOINT MATERIAL ALONG BOTH SIDES OF WALK AT ALL LOCATIONS WHERE WALK IS CONFINED BETWEEN FIXED OBJECTS.



STANDARD DETAILS
CONCRETE WALK SECTION
CITY OF SOUTH ST PAUL

REVISED:
01-24
CITY PL. NO.
STRT-3